



Planning Division

PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Hollee King Brunsky, AICP, Contract Planner

DATE: September 4, 2008

SUBJECT: Planning and Zoning Permit No.s: 07-500-18 (Special Use Permit), 07-570-06 (Zone Change), 08-300-05 (Tentative Subdivision Map), and 08-670-04 (Development Agreement). Located at the southwest corner of Oxnard Blvd. and Roderick Avenue and addressed as 705, 711 and 747 N. Oxnard Boulevard (APN's 200-0-252-02, -12, and -13, respectively)

- 1) **Recommendation:** That the Planning Commission:
 - a) Approve Planning and Zoning Permit No. 07-500-18 for a Special Use Permit for a Planned Residential Group subject to certain findings and conditions.
 - b) Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 07-570-06, for a zone change from C-2 zoning to C-2-PD.
 - c) Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 08-300-05, a tentative subdivision map for Tract No. 5796 for condominium purposes, subject to certain findings and conditions.
 - d) Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 08-670-04, a Development Agreement.

2) **Project Description and Applicant:**

The project is for a mixed-use building with commercial and condominium uses. The proposal includes a request to develop a 2.18 acre vacant parcel located at the southwest corner of Oxnard Boulevard and Roderick Avenue, and addressed as 705, 711, 747 N. Oxnard Boulevard (APNs 200-0-252-02, -12, -13, respectively). A zone change to modify the existing C-2 (Commercial General) zone designation to C-2-PD (General Commercial with a Planned Development Overlay) is requested to accommodate the proposed three-story mixed use development. One the second and third floors, a total of 40 residential condominium units are proposed (8 one-bedroom units, 12 two-bedroom units, and 20 three-bedroom units) as part of the special use permit for a planned residential group. Approximately 16,000 square feet of commercial space would also be available at ground-level. Administrative relief to allow shared parking and on-street

parking is also included in the request. The project also includes a proposed Development Agreement between the applicant and the City of Oxnard. Filed by Aldersgate Investments, LLC, 300 Esplanade Drive, Suite 430 Oxnard, CA 93036.

3) Existing & Surrounding Land Uses:

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	C-2	Central Business District	Vacant
North	C-2	General Commercial	Super Thrift Store
South	C-2	General Commercial	ARC Thrift Store
East	C-2-PD	General Commercial Planned Development	Fifth Street/Railroad/Residential
West	C-2	General Commercial	Office Building

4) Background Information: The project site is currently vacant except for the remains of a brick chimney and fireplace that was part of the old Colonial House Restaurant. The old Colonial House Restaurant (and soon thereafter the Hotel as well), was built by an early developer of the Oxnard area, Martin (Bud) V. Smith in 1940. The restaurant served as a famous, popular stop for travelers between Los Angeles and the central coast area. Over the years the restaurant and hotel went through several changes, and was demolished in 1989. The property has remained vacant since then, except for the former chimney and fireplace of the old Colonial House Restaurant.

5) Environmental Determination: The proposed development is subject to review in accordance with the California Environmental Quality Act (CEQA). An initial study was prepared to analyze potentially significant adverse environmental effects of the proposed project. Five areas of concern were identified as potentially being affected; Air Quality, Biological Resources, Cultural Resources, Geological Resources, and Noise.

An historical resources report was prepared for the project MND and it concluded that the chimney and fireplace are a small fragment of the old Colonial House Restaurant and by itself does not represent a significant historical resource. However, the report found that it is potentially eligible as a Point of Interest per Ventura County Cultural Heritage Ordinance 4225, which provides criteria for property to be designated as a Point of Interest. Furthermore, the report found that the history of the old Colonial House Restaurant and the life and work of Martin V. Smith should be interpreted in a suitable location on the site in connection with the proposed development. Conditions have been proposed to require the use of the bricks from the old Colonial House Restaurant fireplace for the proposed mailbox kiosk location of the site and also to require that a keystone stating the significance of the site be placed in the vicinity of the mail kiosk.

On July 31, 2008, the applicant agreed to mitigation measures recommended by staff to address the identified adverse effects. The draft document consisting of the initial study and recommended mitigation measures (MND #08-02) were made available for the requisite public review and comment period, from August 1, 2008 to August 21, 2008.

Three comment letters were received on the draft MND. These comments were incorporated into the Final MND. As revised, no significant adverse effects are expected to result from the proposed development, and staff recommends that Planning Commission adopt the revised document, MND #08-02 (see Attachment E).

6) Analysis:

- a) **General Discussion:** This project consists of a three-story structure with approximately 16,000 square feet of commercial/professional space on the first floor and a total of 40 residential condominium units on the second and third floors. The proposed Tentative Map is to merge the three legal lots into one parcel and for condominium purposes.

- b) **General Plan Consistency:** The project has a General Plan designation of Central Business District (CBD) and it is consistent with the goals and policies of the CBD designation. CBD consists of an area of relatively intense retail and office land uses in the core area of the City's downtown area. The project site is located on the north end of the downtown area, bounded by Roderick Avenue, "A" Street, and Oxnard Blvd. The designation allows for higher density residential uses (up to 39 dwelling units per acre) such as apartment and condominium projects.

POLICY	DISCUSSION
<p>Land Use Element Development Policy, C.2. Other Infill Development <i>(page V-23)</i> <i>In addition to the Master Planned Developments, there is development potential on certain small and medium-sized vacant and underutilized parcels within established neighborhoods... As stated in the Growth Management Element it is the City's policy to encourage development of these areas prior to extensive development of larger vacant areas.</i></p> <p>Growth Mgmt Element Policy, Growth Mgmt and Monitoring Program 2.b. <i>(Page IV-21)</i> <i>Numerous vacant parcels exist within areas of the City that are adequately served by public utilities and services. Development of these areas would result in a more continuous and compact City form and would reduce the need to expand current services. Accordingly, it is City policy to encourage development of these parcels prior to committing City resources to undeveloped areas....</i></p>	<p>The project is located on a parcel that has been vacant since 1989. The underutilized parcel is adjacent to established neighborhoods; the site is located east of the Carriage Square neighborhood, west of the West village neighborhood, and north of the downtown area. The site has a general plan designation of Central Business District (CBD) and meets the goals and policies of the designation.</p> <p>The site would be adequately served by public utilities and services. Development of the parcel would result in a more continuous and compact City form and would reduce the need to expand current services into undeveloped areas.</p> <p>Therefore, the project can be found consistent with these policies.</p>
<p>Land Use Element, Infill/Modification Policy, 3.c., Oxnard Boulevard <i>(Page V-27)</i> <i>A mixed use development overlay should be considered to allow integration of residential uses with commercial development. Any new development must recognize and achieve compatibility with adjacent residential uses.</i></p>	<p>Although the project is not located in a mixed use overlay zone, the development does promote the integration of residential and commercial development. The commercial development will be located on the first floor of the structure and the residential areas will be located on the second and third floors. The proposed development would be compatible with adjacent residential uses. Therefore, the project can be found consistent with this policy.</p>

POLICY	DISCUSSION
<p>Growth Management Element ‘policies consist of two general categories. The first category defines “where” the development will occur and the second defines “how” and “when” the development will proceed.’</p>	<p>The subject property is within the <i>City Urban Restriction Boundary (CURB)</i> and the <i>Historic Enhancement Revitalization of Oxnard (HERO)</i> redevelopment area. First priority for development is to be assigned to areas necessary to ‘round out’ or ‘fill in’ the boundaries of existing partially developed neighborhoods and infill properties and for which public services are already present or can be readily provided at the expense of the developer (page 1V-21). Therefore, the project can be found consistent with this policy.</p>
<p>Growth Management Element: “<i>The City shall ensure that sufficient residential opportunities are allocated to realize the Housing Element’s goal of providing a diversity of housing types meeting the need generated by the planned commercial and industrial growth (page IV-22).</i>”</p>	<p>The proposed project has proposed commercial space and 40 proposed residential condominium units. The condominium units provide quality living opportunities that are unique to the area as it relates to size, amenities, & design. Therefore, the need for housing generated by the commercial component of the project is addressed by providing possible live-work opportunities. Therefore, the project can be found consistent with this policy.</p>
<p>Community Design Element Development Policy, C-7 (page XII -7) <i>Urban development on a human scale, especially in the three identified activity nodes (the Central Business District ...) shall be encouraged. These areas constitute the focus of pedestrian activity within the City and therefore should include pedestrian-oriented street furniture such as benches, planters and landscaping.</i></p>	<p>The project fronts onto Oxnard Blvd., Roderick Avenue, and “A” Street and is fully accessible by pedestrians. Further, the project proposes large sidewalk areas, and landscape planters along the perimeters of the sidewalk. There is a bus stop within 500 feet of the site. Therefore, the project can be found consistent with this policy.</p>

POLICY	DISCUSSION
<p>Noise Element Development Policy, C-8 (page X-14) <i>The City shall continue to enforce State Noise Insulation Standards for proposed projects in suspected high noise environments. The Planning Division shall notify prospective developers that, as a condition of permit issuance, they must comply with noise mitigation measures, which are designed by an acoustical engineer. No building permits will be issued without City staff approval of the acoustical report/design.</i></p>	<p>The project site is vacant and any new development will increase on-site ambient noise levels. Short-term noise generated by construction activities will occur, but proposed mitigation in the project MND will reduce the potential noise impacts. An acoustical analysis was prepared by Davy and Associates Inc and they determined that the noise levels at the site are dominated by traffic on Oxnard Boulevard to the east of the site and the Union Pacific Railroad and Metrolink trains. Mitigation measures included as part of the Conditions of Approval that would require the builder/developer to provide an A-weighted noise reduction value to achieve an interior CNEL 45 dB value. Additionally, the balconies proposed along Oxnard Boulevard are sensitive noise receptors. In order to reduce the exterior noise levels for the balcony areas along Oxnard Boulevard to less than 65 dBA, a mitigation measure/condition has been included that requires that the balconies along Oxnard Boulevard be wholly enclosed, floor to ceiling, with laminated glass glazing assembly that reduces the noise levels to less than 65 dBA. Therefore, approval of the project, as mitigated and conditioned, will ensure consistency with this policy. (See Attachment E, Project MND).</p>
<p>Circulation Element Development Policy, C-1 (page XI -24) <i>Where environmentally feasible, all intersections in the City of Oxnard should operate at Level of Service "C" ...</i></p>	<p>The intersections at Oxnard Boulevard/Roderick Avenue and "A" Street/Roderick Avenue currently operate in the Level of Service (LOS) "C" range. With the addition of the project traffic, these intersections would continue to operate in the LOS "C" range. Therefore, approval of the project, as conditioned, will ensure consistency with this policy.</p>

POLICY	DISCUSSION
<p><i>Circulation Element Development Policy, C-13</i> <i>(page XI -25)</i> <i>The City shall adopt standards for and encourage mixed residential and nonresidential uses in office and commercial zones.</i></p>	<p>The project is a mixed use commercial/professional and residential structure. By accommodating both uses within one structure, the development encourages maximum pedestrian use and alternative transportation and discourages automobile use. Therefore, the project can be found consistent with this policy.</p>
<p>Public Facilities Element Policy #17: <i>“The City shall promote water conservation in landscaping for City, residential, commercial, and industrial facilities and require that such development incorporate low water demand and drought tolerant plants into landscaping plans.”</i></p>	<p>Drought resistant landscaping and water conserving drip irrigation system is provided as part of the project. Therefore, the project can be found consistent with this policy.</p>
<p>Safety Element Policy #38: <i>“The City should encourage use of the principles of crime prevention and defensible space through security design, Neighborhood Watch Programs, and other appropriate means (page IX-20)”</i></p>	<p>An Oxnard Police Department Representative reviewed the project as part of the Development Advisory Committee. The project was redesigned to incorporate safety design elements required by the Police Department Representative and conditions from the Police Department are in the attached resolution. Therefore, the project can be found consistent with this policy.</p>

c) Conformance with Zoning Development Standards: The proposed development is located in the Commercial General (C-2) zone district. The proposed project proposes a zone change to the Commercial General with a Planned Development Overlay (C-2-PD) zone district. In accordance with the City Code, the proposed mixed-use development may be permitted with an approved Special Use Permit and the residential portion of the site will be analyzed under the Planned Residential Group standards. Applicable development standards of the C-2-PD zone for the commercial portion of the site and the R-3/DU development standards for the residential portion of the project have been compared with the proposed project. Modifications and variations from the City Code requirements are shown in italics:

Zoning Standards			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. building height	2 stories or 35 feet; additional height increase may be approved via SUP pursuant to 16-530 to 16-553.	43 feet to top of stairwell enclosure.	YES, with approval of SUP (see section f)
Front setback (Commercial on First Floor)	10 feet	1 st Floor: 10 feet (Project site has three front yards along Oxnard Blvd., Roderick Avenue, and "A" Street)	YES
Side yard setback	Zero when abuts another C-2 zoned lot.	8 feet	YES
Yard Requirements for Dwellings 16-142 (B)	Mixed use: Residential uses on upper floors to comply with R-3 front, side, and rear yard setbacks: Front: 20 feet min. Side: 7.5 feet min. Rear: 25 feet	Project has three front yards, one side-yard. 2 nd Floor: <i>Minimum 7.6 feet**</i> 3 rd Floor: <i>Minimum 6 feet**</i>	YES, with approval of SUP (see section d)
Lot Area (residential uses) 16-138	600 sq.ft. per DU; 2.18 acre lot allowed up to 158 units	40 residential units proposed.	YES
Garage parking	8 one-bedroom units (1 garage stall/unit) = 8 garage stalls + 32 two & three-bedroom units (2 garage stalls/unit) = <u>64 garage stalls</u> 72 garage stalls total	73 spaces provided in secured parking garage area.	YES

Zoning Standards			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Guest parking for residents	1 guest space for 1 st 30 units + ½ guest space for remaining 30 +(1/2 X 10) = 35 spaces	35 spaces to be provided in the commercial parking area.	YES, with approval of SUP (See Section e)
Office parking	16,000 sq. ft./250 (1 space/250 sq. ft.) = 64 parking spaces	61 spaces are provided within the garage area; 22 on-street parking spaces are provided *	YES (See Section e)
Parking location	Garages and parking behind building	Garages and parking behind building	YES
Trash enclosures	In accordance with City Code, number and size to be determined by Solid Waste Division. Enclosures should be integrated into the project's design	Trash enclosures have been designed in accordance with City Code. Two trash chutes have been provided on the second story for ease of refuse disposal to residential area.	YES
Parking lot landscaping	Landscape fingers required every 10 spaces.	Landscape fingers are provided every 3 spaces.	YES
Rooftop equipment	May not protrude above height of parapet.	All equipment is screened from view and setback from the edge of the parapets.	YES

Zoning Standards			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Lighting	Theme-coordinated & decorative	Wall mounted fixtures around the perimeter of the structure, as well as sidewalk lighting. Lighting will also be provided within the garage area and open space areas on the second floor.	YES
Bicycle Rack	Not required	12 Bike bollards are provided at building entrances on east and west sides of the structure.	YES
Parking Lot Striping	City Standard	City Standard	YES
Loading zone	One 12'X40' loading zone	Two on-street yellow curb loading zone areas proposed on Roderick Avenue and "A" Street	YES, with approval of SUP (see section e)
Attached Dwelling Standards			
Recreational Facilities	Common recreational facilities	Open area with hot tub, common courtyard, outside seating w/BBQ, common courtyard w/BBQ, one community room (on first floor)	YES
Open Area	Minimum 2,500 sq. ft. turf area with a minimum dimension of 35'X35'.	17,311 sq. ft. provided	YES

Zoning Standards			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Distance of Parking from Dwelling Unit	200' Maximum	Parking is located below the residential area on the first floor	YES
Interior yard space	15% with a minimum dimension of 15 X 15 feet and for decks and patios a minimum of 200 sq. ft. excluding parking and circulation area	27% interior yard space provided excluding parking and circulation area; the patios for all plans and Plan 3 decks do not meet the minimum requirement of 15 X 15 foot dimensions or the minimum requirement of 200 sq. ft.	YES, with an approved SUP, see section d)
Balconies and Patios	2 nd and 3 rd story units must have a balcony of 100 sq. ft. and they must be 50% enclosed	All dwelling units have patio on the first floor of their structure (located on the second floor) Plan 3 has a balcony area on the second floor.	YES
Storage Areas	225 cubic feet for each dwelling unit	225 cubic feet for each dwelling unit provided.	YES

Zoning Standards			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Garages	Automatic door openers & doors must have architectural detail	Automatic door openers & gates for the residential area of the garage have architectural detail	YES
Refuse enclosures	Must reflect design elements of project & provide access separate from refuse vehicle access	Reflect design elements of project & provide access separate from refuse vehicle access	YES
Utility Meters	Screened or integrated into building design	The utility meters are screened and integrated into the design of the structure.	YES

** A maximum modification of 25% of the required standard may be requested as part of the -PD zone.*

***As a planned residential group, the applicant seeks approval for variations to the City Code pursuant to Section 16-445.*

- d) Site Design:** The commercial/professional space would be facing Oxnard Boulevard and Roderick Avenue. Although tenancy of the commercial space is not secured at this time, any proposed commercial uses would be required to be consistent with the zoning ordinance. Typical uses for C-2 zone district would be non-manufacturing type uses, such professional and business offices, retail stores, beauty salon, or service type stores, etc. The parking for the commercial/professional space would be located in the north part of the garage and would not be gated.

There are 40 condominium units proposed for the project. Of the forty residences, there are three plan types. All units are two-stories and are located on the second and third floor of the structure. Access for all units is gained from the second floor of the structure.

There are eight one-bedroom units (Plan 1) that are approximately 1,224 square feet, twelve two-bedroom units (Plan 2) that are approximately 1,512 square feet, and there are twenty three-bedroom units (Plan 3) that are approximately 1,812 square feet. The required setbacks for the residential portion of the project are to conform to the R-3 setback standards. The site requires that the setbacks for the three front setbacks be 20 feet, and the one side yard be 7.5 feet. However, the project design, layout, and architecture for 40 proposed residential units necessitate the need for the setbacks to be reduced with the approval of an SUP. The minimum front yard for the second floor of the structure would be 7.6 feet from the property line and for the third floor would be a minimum of 6 feet. Staff recommends approval of the modification in setbacks to accommodate the design and efficient layout for the structure that includes a large open space area for the residents. Plans 1 and 2 will have the required 225 cubic feet of storage provided within the units and Plan 3 will have the required 225 cubic feet of storage provided within the parking area. Pursuant to City Resolution #7658, the advisory standards state that condominium units should not contain fewer than two bedrooms. However, by allowing the proposed 8 one-bedroom units, the applicant is able to offer 15% of the units as affordable and it also offers greater choice of units for potential residents. With the approval an SUP, the project would be allowed to provide one-bedroom units.

There is a community room of approximately 583 square feet proposed on the first floor. The project has been conditioned to restrict the community room to residential purposes only and to restrict the conversion of the community room to commercial or habitable space.

e) Circulation and Parking:

Access to the site is provided from both Oxnard Blvd. and "A" Street. Each access would be divided by a landscape island, indicating the entrance and exit of the site. There is an approximately 40 foot deep driveway throat for each of the access points, with an approximately 270 foot through access driveway for the parking garage area. All required parking spaces, with the exception of the loading zone are provided for in the parking garage structure. There are 22 on-street parking spaces along Roderick Avenue and "A" Street provided in addition to the required parking. Two loading zone areas proposed on-street on Roderick Avenue and "A" Street. (further discussion below).

Commercial Parking:

The commercial portion of the structure requires 64 off-street parking spaces, and the project is proposing only 61 spaces. According to the parking analysis submitted for the site the peak demand of the commercial use would require 49 parking spaces, and therefore, 61 on-site parking spaces are adequate to accommodate the commercial portion of the development (see Attachment D). The applicant is requesting that the two required loading zones be approved on-street along Roderick Avenue and "A" Street. In order to provide the maximum off-street parking area and to provide more accessible loading zone

areas (outside of the garage area), staff is recommending that the two on-street loading zone areas be approved. The proposed Roderick Avenue loading space would be accessible to the commercial uses of the site, and the proposed loading zone along "A" Street would be accessible to the commercial and residential uses of the site.

Residential Parking:

Parking for the residential portion of the site is considered to be consistent with the zoning ordinance. Parking for the residential portion of the project would be provided by a gated parking area in the south portion of the garage structure. The parking areas will be assigned through the future homeowner's association. Visitor spaces would usually be used after business hours when the commercial parking area would be vacant. Additionally, visitors could use the proposed 22 on-street parking spaces which are to be provided along Roderick Avenue and "A" streets.

Visitor Parking:

The required 35 visitor spaces are to be provided in the unsecured commercial portion of the parking garage. The parking analysis evaluated the "sharing" of the 61 parking spaces between the commercial use and the residential visitor use. The peak parking demand for the uses is forecasted to be 49 parking stalls. If the 35 visitor parking spaces are occupied at the time of peak parking demands, then there would be a peak parking demand of 71 spaces for the commercial and residential guests. Staff is recommending approval of administrative relief for the shared visitor parking with the commercial spaces. With the incorporation of the 22 on-street parking spaces proposed by the development, the proposed parking would satisfy the parking demands of the structure. The on-street parking is subject to SUP approval and staff recommends approval of the on-street parking to serve both the commercial and residential visitors. A condition has been included in the attached SUP resolution that will require signage to instruct visitors of the residential to park in the unsecured parking area of the garage or on the street parking provided. (See Attachment F)

- f) **Building Design:** The architecture takes a contemporary look at the historic materials used on the original Colonial House building. The use of brick, stucco, and shallow roof pitch were a prominent feature of the original building and are used within the proposed structure. The building also used metal roofing and arched elements at the second floor decks to break up the façade and create distinct visual variety. The existing brick chimney is to be re-used on site as the main postal kiosk structure located on A Street. The structure is bounded by streets on three sides; Oxnard Blvd. (east), Roderick Avenue (north), and "A" Street (west). The structure building has two commercial fronts that face Oxnard Blvd. and Roderick Avenue. These facades are mimicked on "A" Street with windows to screen the parking area behind. The south side of the structure is adjacent to the existing ARC Thrift Store and garage screening will be provided along the south side of the structure, as well as a landscape buffer between the two lots. There will be residential facades on the second and third floors on all four sides of the structure.

The maximum proposed height of the structure including the architectural features is 43 feet. The maximum building height in the C-2 zone district is a maximum 35 feet and 2 stories. However, with the approval of an SUP for a PRG, the structure may be allowed at a taller height. The increase in height is necessary to accommodate the residential condominium units, and architectural features proposed for the project. There are six sets of stairs, (3) on A Street access and (3) on Oxnard Blvd. Within the mid point of each street front is the private elevator for the residence. The proposed architecture and colors and materials have been reviewed by the Development Advisory Committee.

- g) **Signs:** A sign program is included with this project and is attached as Attachment C. The sign program was reviewed by the DAC architect and staff has found the sign plan to be consistent with the City Code. Staff recommends that the Planning Commission approve the sign program as part of their approval. A sign permit must be issued prior to the installation of the identification signs to assure that they comply with the approval and the City Code.
- h) **Landscaping and Open Space Landscaping and Open Space:** The project meets the City Code requirements for landscaping and open space. Interior yard space is provided for all the units. For Plans 1 and 2, the units interior yard space is provided by a patio on the first floor of the units. Although the interior yard space for Plans 1 and 2 do not meet the minimum 200 sq. ft. of interior yard space, the patio for Plan 1 is approximately 94 square feet, and Plan 2 is approximately 154 square feet. For Plan 3, the interior yard space is provided by a patio on the first floor of the unit, and a deck on the second floor of the unit that totals approximately 275 square feet. All the units do not meet the minimum 15' X 15' design and vary from unit to unit. However, the patios are spacious and run along the entire length of the dwelling unit. This development standard variation can be allowed with an approved SUP. . However, the amount of yard space provided is consistent with the size of the units and the reduction can be allowed with an approved SUP. On the second floor of the structure, the applicant has provided approximately 17,311 square feet of open space area, exceeding the minimum 15% requirement that will afford the residents of the project recreational and yard space opportunities.
- i) **Affordable Housing:** The applicant has agreed to provide 15% of the proposed residential units as affordable. A total of six of the one-bedroom units would be available for sale to low income individuals.
- j) **Development Agreement:** A development agreement is a planning tool authorized by Government Code Section 65864. As of this writing, the Development Agreement was nearing completion and will be available at the hearing date. In summary, the development agreement is an agreement between the City and the developer to establish pre-agreed settlement issues. The project site was part of a real estate transaction exchange of properties between the City and the Aldersgate Developments, LLC in order for the City to obtain property for a sports park at the southeast corner of Gonzales and

Oxnard Blvd. The development agreement secures the rights for Aldersgate Developments, LLC to develop their property obtained in the exchange as part of a good faith transaction between the City and the developer.

- 7) Development Advisory Committee:** The Development Advisory Committee (DAC) reviewed this project on September 12, 2007 and April 2, 2008. Significant changes were made to the project's architecture, floor plan, and site design based on DAC input. The DAC recommended conditions in the attached resolutions.
- 8) Community Workshop:** On April 10, 2008, the applicant mailed notices of the Community Workshop meeting to all property owners within the Carriage Square & West Village Neighborhoods. The applicant also provided notice on the project site with a brief description of the project and contact information for the Community Workshop, conducted on April 21, 2008. There were five persons present for the meeting. The main concern for the structure was safety with the covered parking garage. There were no other major comments.
- 9) Appeal Procedure:** In accordance with Section 16-545 of the City Code, the Planning Commission's decision may be appealed to the City Council within 18 days. For the Tentative Subdivision Map, Zone Change, and the Development Agreement, the Planning Commission's action is a recommendation and the matter will be considered by the City Council at a later date.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning)
- B. Reduced Project Plans
- C. Sign Program
- D. Parking Analysis, ATE, 1-21-08
- E. Final Mitigated Negative Declaration #08-02 with Comments
- F. Resolution No. PZ 07-500-18 (SUP)
- G. Resolution No. PZ 08-300-05 (TSM)
- H. Resolution No. PZ 07-570-06 (ZC)
- I. Resolution No. PZ 08-670-04 (DA)

Prepared by: <u>HKB</u> HKB
Approved by: <u>SM</u> SM

ATTACHMENT A
Maps (Vicinity, General Plan, Zoning)

Vicinity Map



Oxnard Planning
July 10, 2008

Vicinity Map



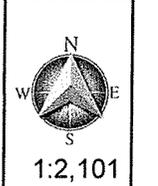
General Plan Map



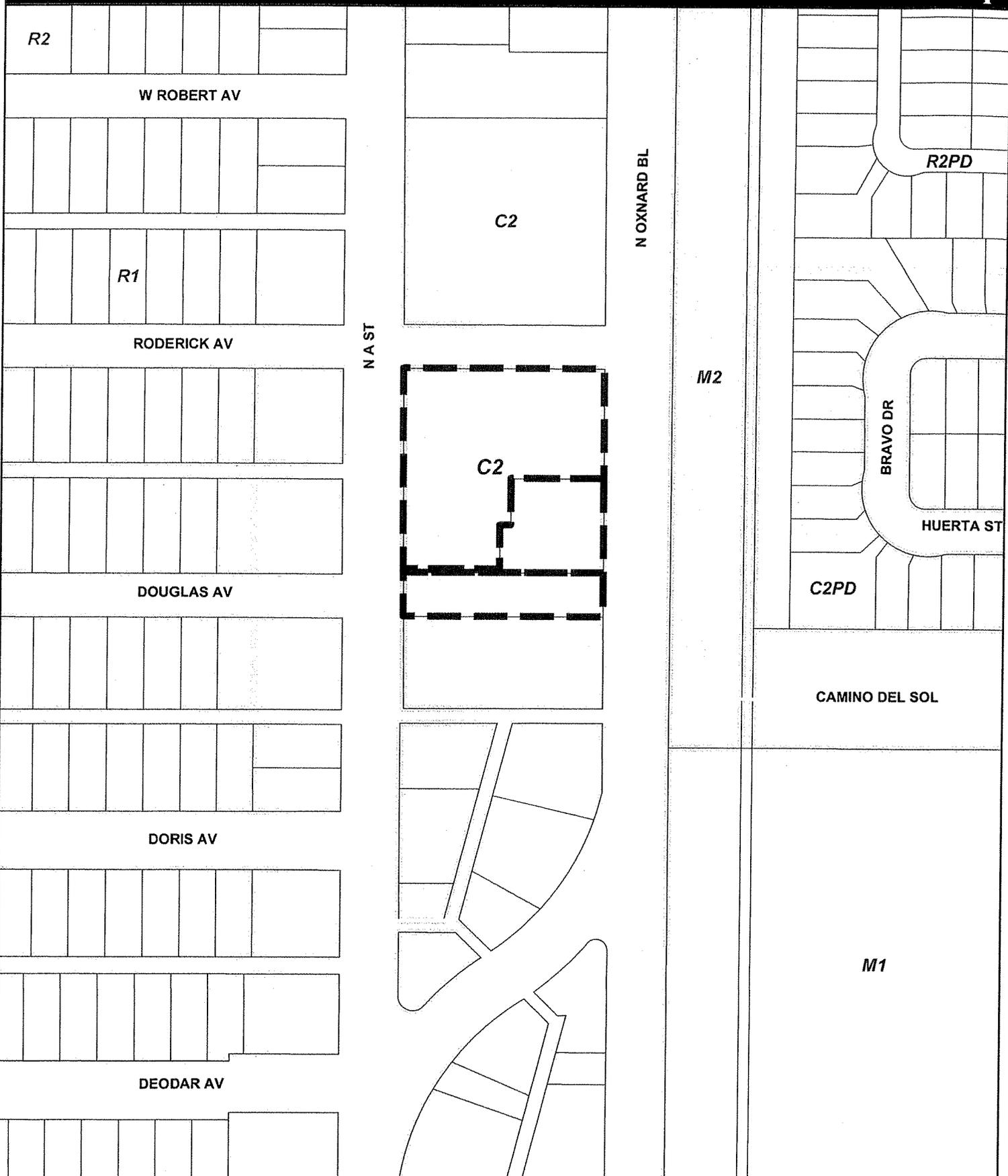
PZ 07-500-18, PZ 08-300-05
 Location: 705, 711, 747 N Oxnard Bl
 APN: 200025202, 200025212, 200025213
 Colonial House

0 37.5 75 150 225 300 Feet

General Plan Map



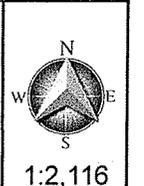
Zone Map



PZ 07-500-18, PZ 08-300-05
Location: 705, 711, 747 N Oxnard Bl
APN: 200025202, 200025212, 200025213
Colonial House

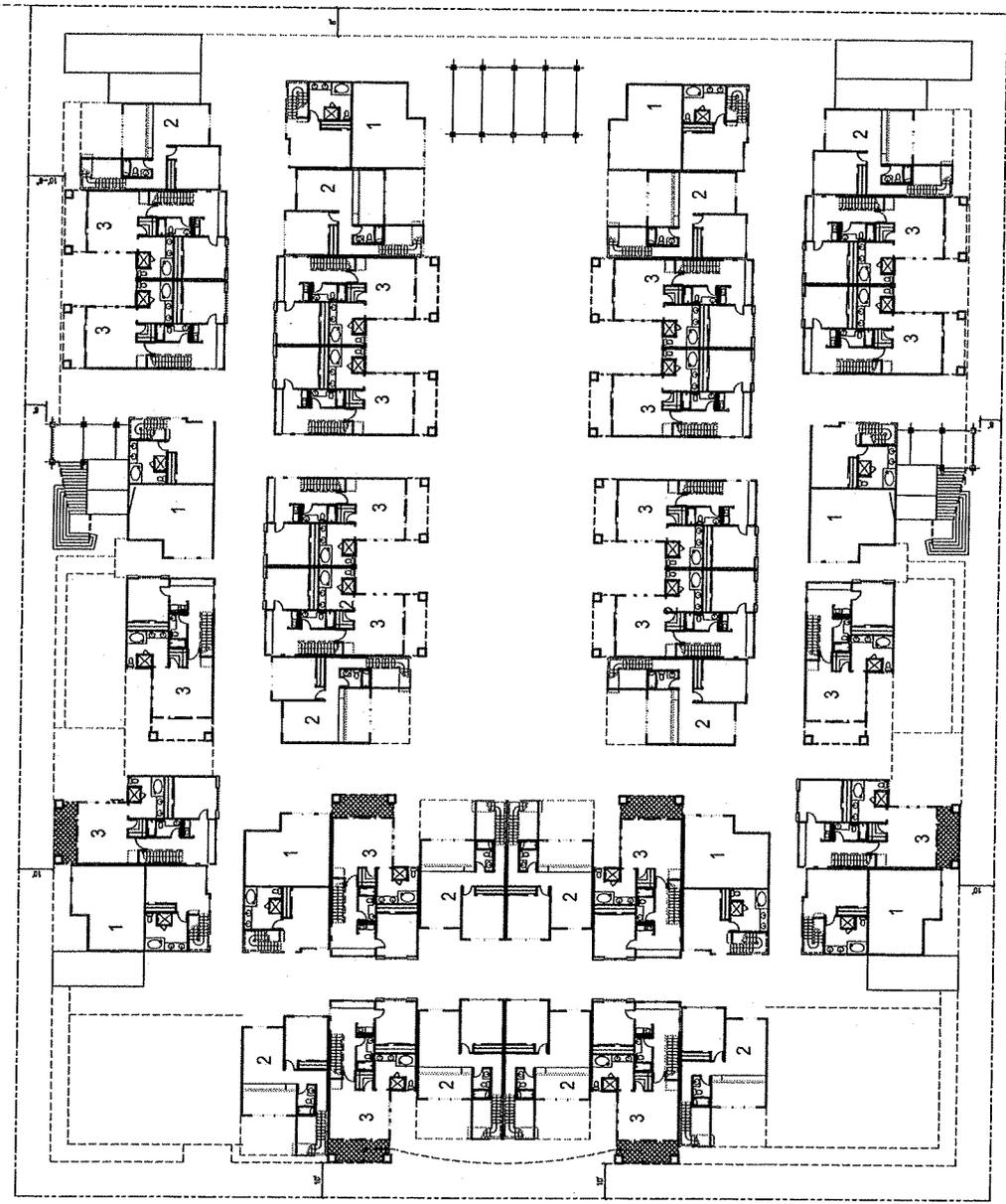
0 37.5 75 150 225 300 Feet

Zone Map



ATTACHMENT B
Reduced Project Plans

KEY NOTES	
1	REMOVE EXISTING EXTERIOR WALLS AT 100% FOR EXISTING WALLS FOR RECONSTRUCTION - SEE EXISTING PLAN. (REMOVE EXISTING WALLS ONLY) SEE DETAIL.
2	WALL BOX UNIT WITH BRICK WORK. O.N.T. 7/21
3	FRAMING CHAIR ANGLE
4	TRILLS / ANGLE ANGLE
5	FRAMING STRUCTURE
6	FRAMING WALL WITH GROUND AT 4" O.C.
7	BRICK WORK AREA. O.N.T. 6/14 BK 6" C
8	FRAMING LOCATION
9	FRAMING AREA
10	ON-STREET LOADING ZONE
11	STREET LIGHTS PER CITY REQUIREMENTS
12	POLE LIGHTS PER CITY REQUIREMENTS
13	CONC. WALK STRIPS
14	PAVED PARKING / TRUCK STOPPING ZONE
15	WALL TRUCK STOPPING GATES. SEE DET. 4/10
PROJECT MATERIALS	
16	CONCRETE
17	STEEL
18	WOOD
19	GLASS
20	BRICK
21	ASPHALT
22	PAVING
23	LANDSCAPE
24	PLANTING
25	UTILITIES
26	MECHANICAL
27	ELECTRICAL
28	PLUMBING
29	HEATING
30	Cooling
31	INSULATION
32	ROOFING
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459	ELECTRICAL ROOMS
460	PLUMBING ROOMS
461	HEATING ROOMS



THIRD FLOOR PLAN

JUNE 25, 2008



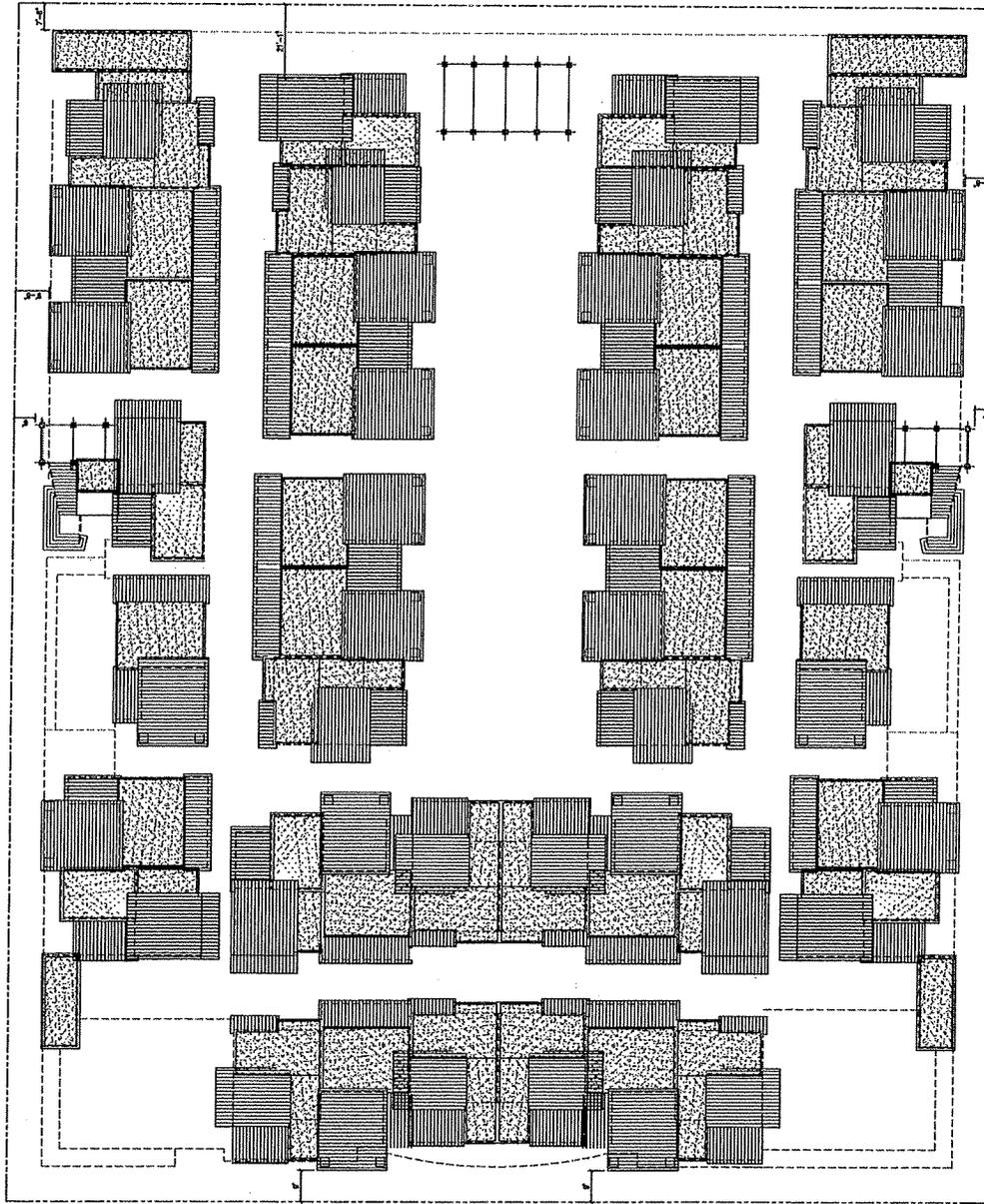
① THIRD FLOOR PLAN

Colonial House Master Plan
MIXED USE

OXNARD BLVD. / RODERICK AVE. OXNARD CA

Aldersgate Investments, LLC

300 Eplanoda Drive, Ste. 430 Oxnard CA 93035



1 ROOF / FOURTH FLOOR PLAN
1/16" = 1'-0"



JUNE 25, 2008

ROOF PLAN

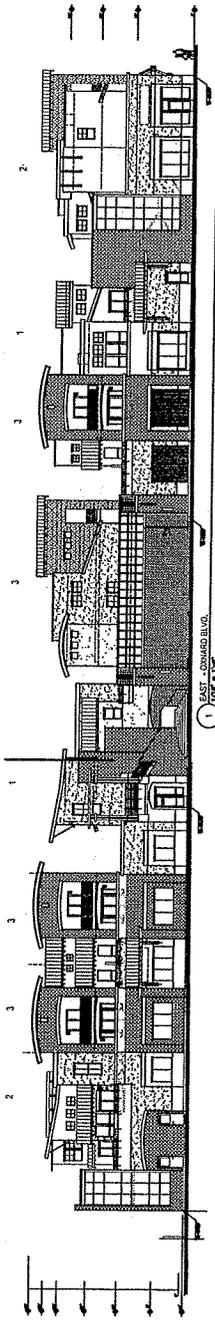
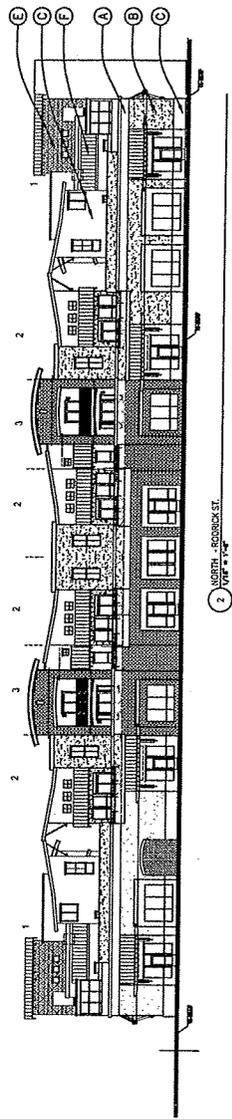
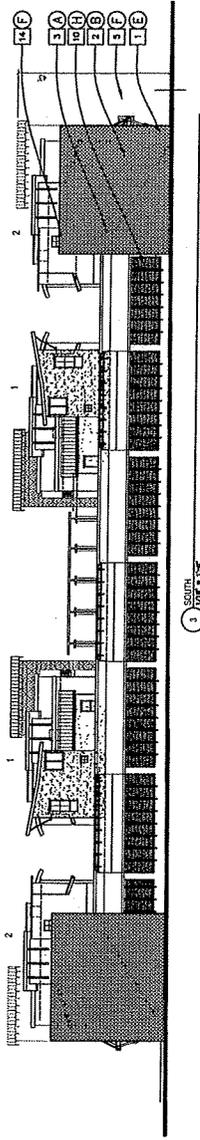
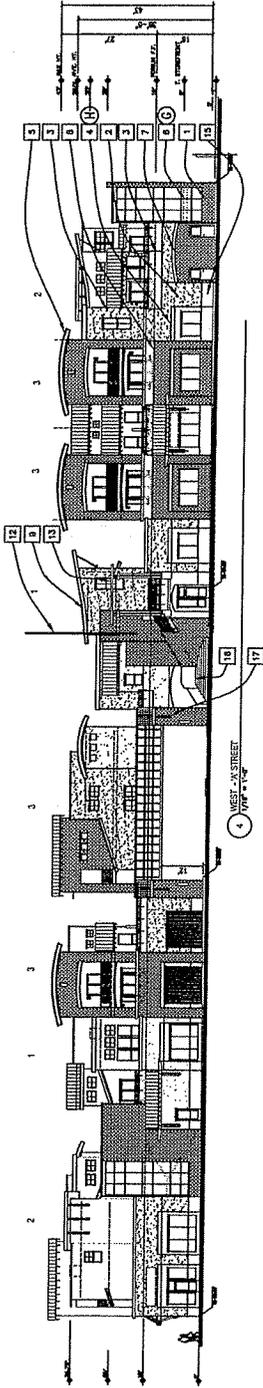
Colonial House Master Plan
MIXED USE
OXNARD BLVD. / RODERICK AVE. OXNARD CA



Aldersgate Investments, LLC
300 Esplanade Drive, Ste 450 Oxnard CA 93036

KEY NOTES	
1	BRICK VENEER
2	EXTERIOR STUCCO WITH METAL CORNER FINISH
3	EXTERIOR STUCCO WITH SAND FINISH
4	METAL PAINTED TRILLES EXTERIOR
5	SPANNING METAL SEAM ROOF
6	ALUM. CORNERPOST SYSTEM
7	SPIC WALLING
8	3/4" ALUM. STUCCO REGLET
9	2X FASCIA BOARD
10	1/2" SECURITY FINISH AT ENTRANCE
11	6" MASONRY WALL
12	ALUM. FLAG POLE (NO FLAG)
13	4" MET. TRILLES - PAINTED
14	METAL WINDOW SYSTEM
15	SPIC BASE PANELS WITH CHAMFERED TOP EDGE
16	BOX 0 TO 200mm SURFACING
17	PARKING LOT STORAGE

COLOR / MATERIALS	
A	EXTERIOR STUCCO DARK STUCCO - COORDINATE WITH FLOOR
B	EXTERIOR STUCCO DARK STUCCO - COORDINATE WITH FLOOR
C	EXTERIOR STUCCO DARK STUCCO - COORDINATE WITH FLOOR
D	EXTERIOR STUCCO DARK STUCCO - COORDINATE WITH FLOOR
E	EXTERIOR STUCCO DARK STUCCO - COORDINATE WITH FLOOR
F	EXTERIOR STUCCO DARK STUCCO - COORDINATE WITH FLOOR
G	EXTERIOR STUCCO DARK STUCCO - COORDINATE WITH FLOOR
H	EXTERIOR STUCCO DARK STUCCO - COORDINATE WITH FLOOR
I	EXTERIOR STUCCO DARK STUCCO - COORDINATE WITH FLOOR
J	EXTERIOR STUCCO DARK STUCCO - COORDINATE WITH FLOOR



EXTERIOR ELEVATIONS



JUNE 25, 2008

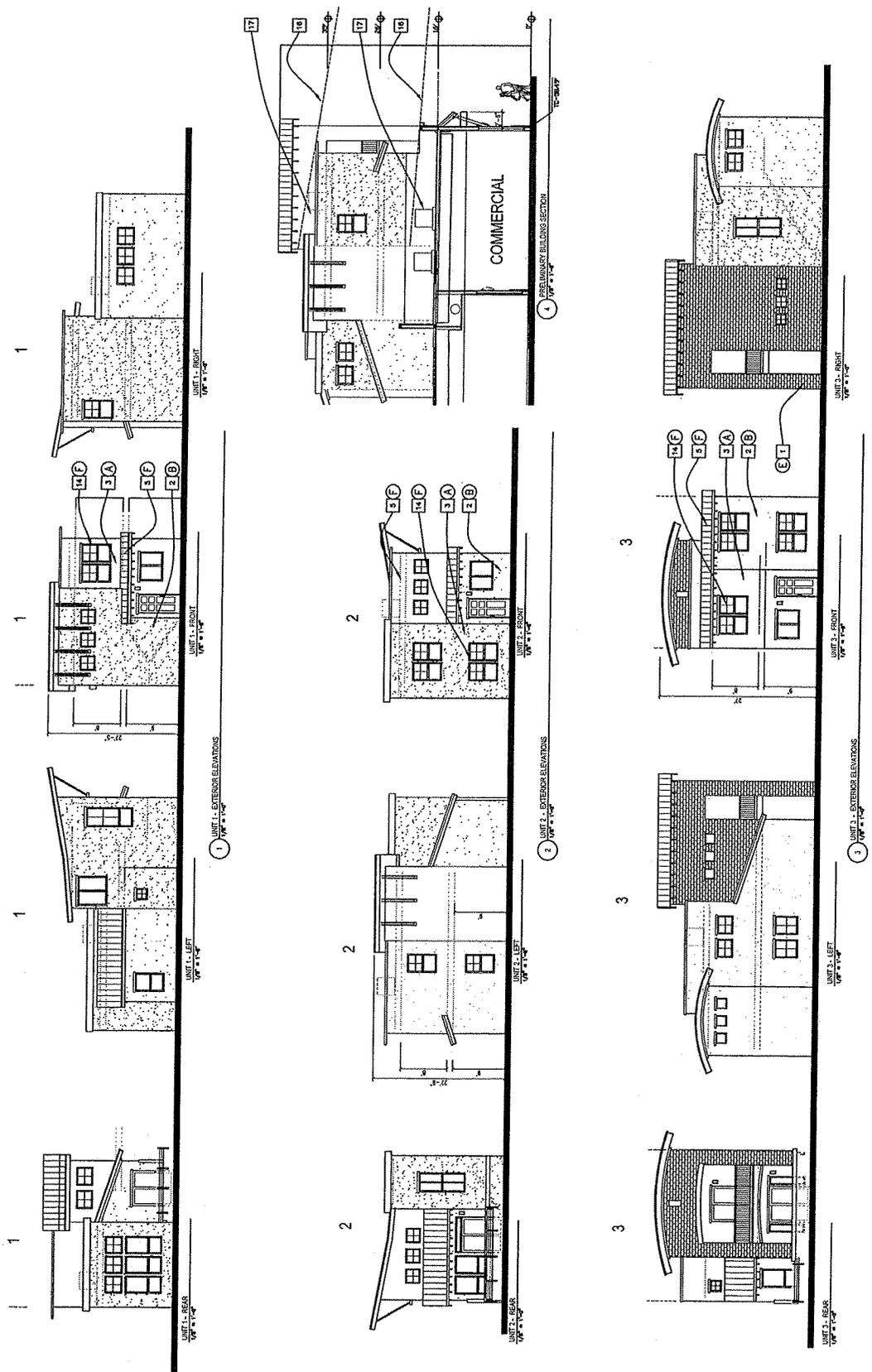
Colonial House Master Plan

MIXED USE
OXNARD BLVD. / RODERICK AVE. OXNARD CA

Aldersgate Investments, LLC
300 Espinade Drive, Ste 430 Oxnard CA 93036

KEY NOTES	
1	BRICK UNDER WIRE
2	EXTERIOR STUCCO WITH MEDIUM SAND FINISH
3	EXTERIOR STUCCO WITH FINE SAND FINISH
4	METAL PAINTED TRUSS EXTERIOR
5	STANDING METAL SEAM ROOF
6	ALUM. STORING SYSTEM
7	SPR. MOUNT.
8	3/4" ALUM. STUCCO REGLET.
9	4" X 12" EXPOSED BULK-HEAD BEAM FROM BARGE.
10	W/4 SECURITY FRAMES AT OPENINGS.
11	6" MASONRY WALL
12	ALUM. DASH PANEL (NO FINISH)
13	2X NO. TRUSS-PAINTED
14	W/4. WOOD SYSTEM
15	SPR. SIDE FINISH WITH CHAMFERED TOP EDGE.
16	JAKE OF ROOF AT 30°.
17	MECHANICAL UNITS

COLOR / MATERIALS	
A	EXTERIOR STUCCO DASH FINISH - COLOR TOWER FARM
B	EXTERIOR STUCCO DASH FINISH - 02311 STARKS
C	EXTERIOR STUCCO DASH FINISH - 02311R PALE BUCK
D	EXTERIOR STUCCO DASH FINISH - 02311D WARM BURN
E	BRICK FINISH AS SHOWN MATERIAL NOT COLLECTED SPEC
F	STANDING METAL SEAM ROOF COMPLETE WITH EXPOSED GUTTER SYSTEM COLOR - ALUM. CLEAR FINISH, WHITE GUTTER
G	SPR. MOUNT.
H	METAL TRUSS DASH FINISH - 02311D WARM BURN



UNIT EXTERIOR ELEVATIONS

DATE: JUNE 25, 2008

Colonial House Master Plan
MIXED USE
OXNARD BLVD. / RODERICK AVE. OXNARD CA

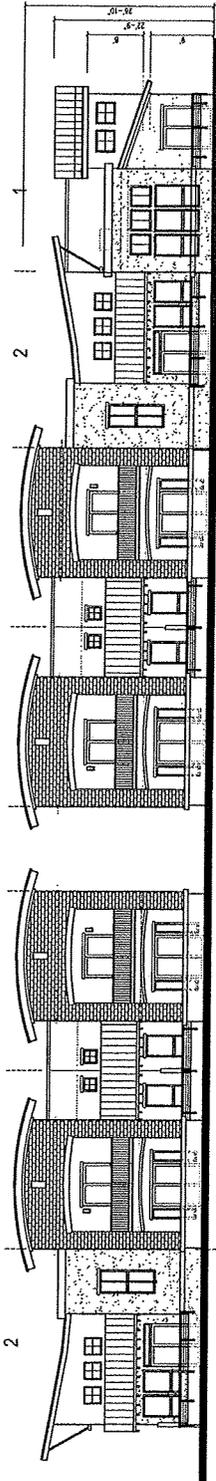
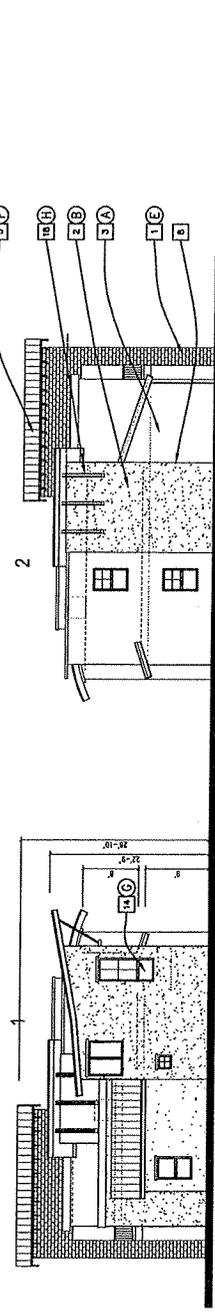
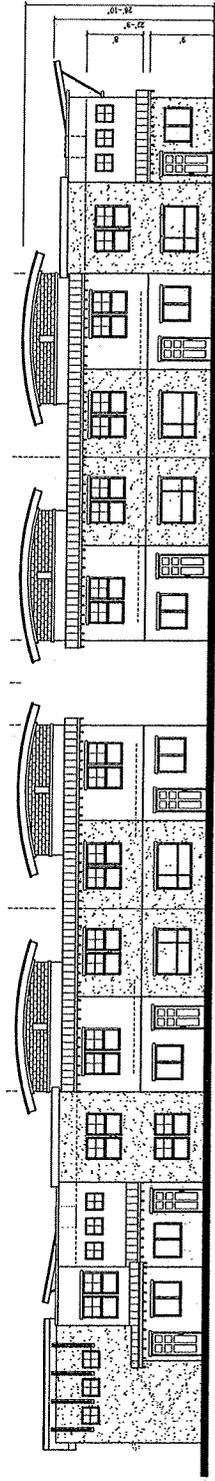
Aldersgate Investments, LLC
300 Exposition Drive, Ste 430 Oxnard CA 93035



A5.1

KEY NOTES	
1	BRICK VENEER
2	EXTERIOR STUCCO WITH MEDIUM GRAIN FINISH
3	EXTERIOR STUCCO WITH SAND FINISH
4	METAL FINISHED TRUSS EXTERIOR
5	STAINING METAL SHIM ROOF
6	ALUM. SIDING/FRONT SYSTEM
7	CPC HOLDING
8	3/4" ALUM. STUCCO ROZET
9	2X FRESH SHAPES
10	W/ SECURITY FINISH AT OPENINGS
11	6" INSURF BALL
12	ALUM. RAIL POLE (NO FLAG)
13	4X MET. TRUSS- FINISH
14	WAL. WOOD SYSTEM
15	CPC INK PANELS WITH CHAMFERED TOP EDGE
16	EDGE 0 TOX STAIN SURFACING
17	PARKING LOT DRAINAGE
18	3/4" X 8" TUBE SIL- FINISHED ROOFING

COLOR / MATERIALS	
A	EXTERIOR STUCCO - EXTERIOR TRUSS FINISH
B	EXTERIOR STUCCO - EXTERIOR TRUSS FINISH
C	EXTERIOR STUCCO - EXTERIOR TRUSS FINISH
D	EXTERIOR STUCCO - EXTERIOR TRUSS FINISH
E	BRICK VENEER - CALIBERED STONE - 05-002
F	STAINING METAL ROOF - ANTIQUE COPPER-COPE
G	ALUM. SIDING/FRONT SYSTEM - ALUM. CLAD TRUSS SHIM ROOF
H	METAL TRUSS - STAINING METAL ROOF



EXTERIOR ELEVATIONS

COASTAL
ARCHITECTURE

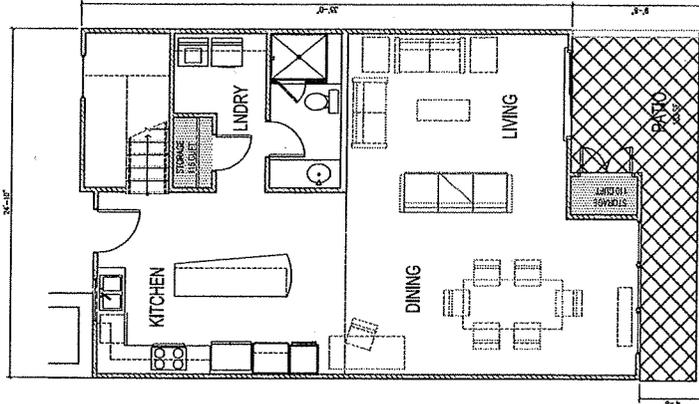
3000
Jan. 15, 2008

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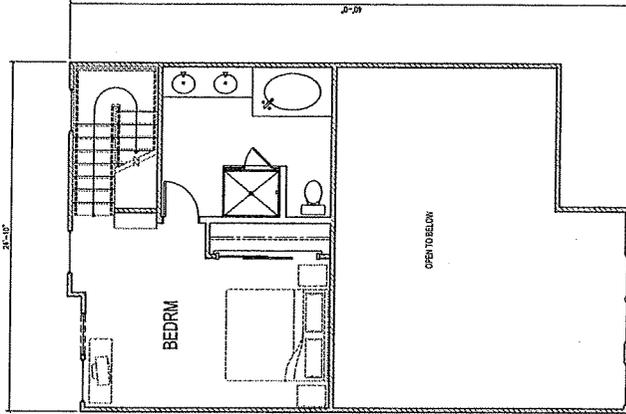
Colonial House Master Plan
MIXED USE
OXNARD BLVD. / RODERICK AVE. OXNARD CA

Aldersgate Investments, LLC
300 Esplanade Drive, Ste 430 Oxnard CA 93026

UNIT 1

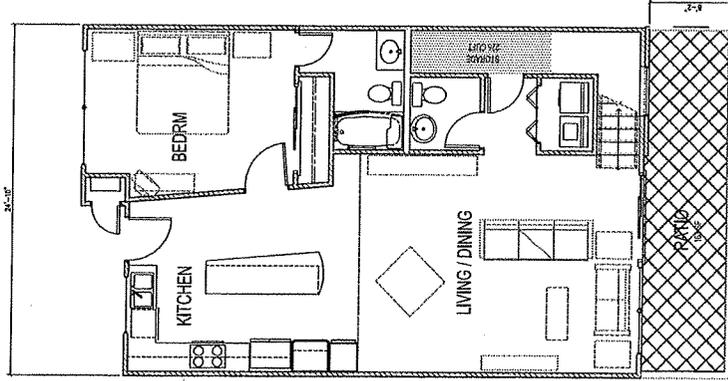


1ST FLOOR PLAN - UNIT 1 295 #
1/4" = 1'-0"

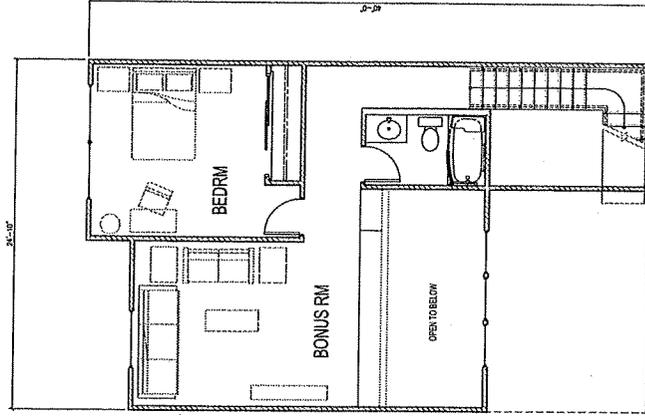


2ND FLOOR PLAN - UNIT 1 295 #
1/4" = 1'-0"

UNIT 2



1ST FLOOR PLAN - UNIT 2 388 #
1/4" = 1'-0"



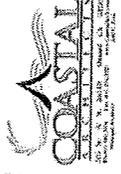
2ND FLOOR PLAN - UNIT 2 388 #
1/4" = 1'-0"

Aldersgate Investments, LLC
300 Espinosa Drive, Ste 430 Danvers CA 93036

Colonial House Master Plan
MIXED USE

OXNARD BLVD. / RODERICK AVE. OXNARD CA

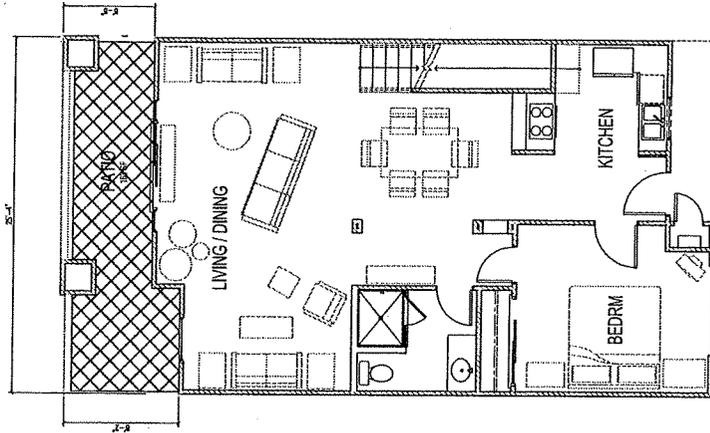
JUNE 25, 2008



UNIT FLOOR PLANS

A6

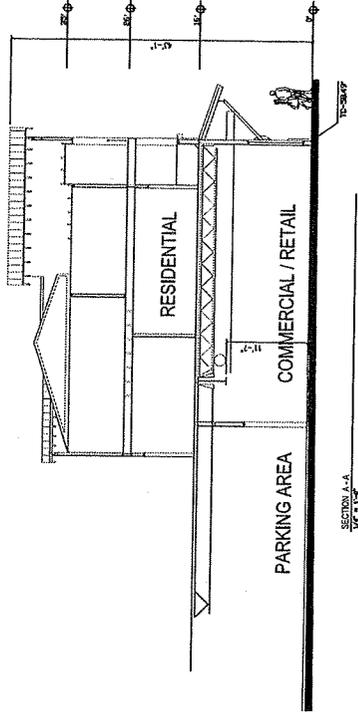
UNIT 3



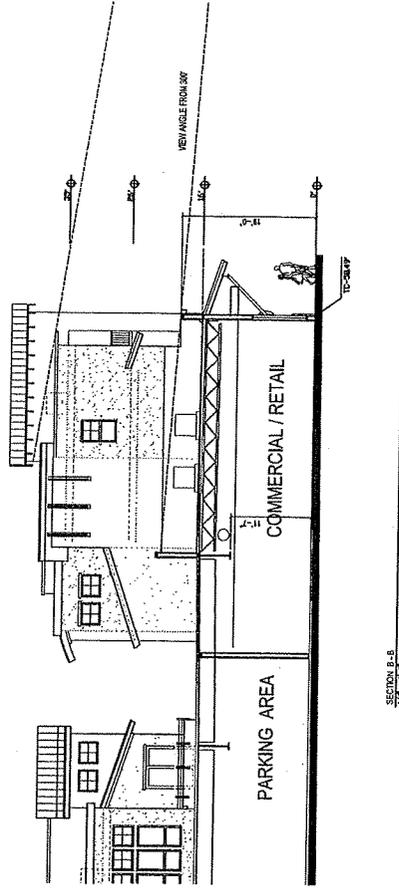
STORAGE AREA FOR UNIT IS LOCATED IN THE GROUND FLOOR BY THE PARKING LOT. SEE SITE PLAN.

FIRST FLOOR PLAN - UNIT 3 953 sq. ft.

SECOND & GROUND FLOOR PLAN - UNIT 3 1652 sq. ft.



SECTION A-A



SECTION B-B

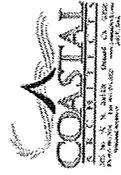
UNIT FLOOR PLANS

REVISED
JUNE 25, 2008

Colonial House Master Plan
MIXED USE

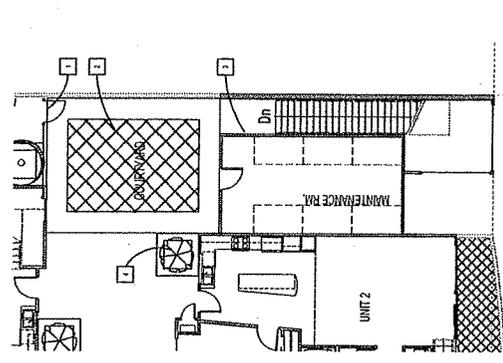
OXNARD BLVD. / RODERICK AVE. OXNARD CA

Aldersgate Investments, LLC
300 Espanola Drive, Ste 430 Oxnard CA 93036

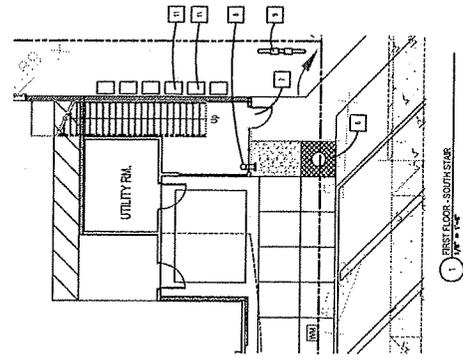


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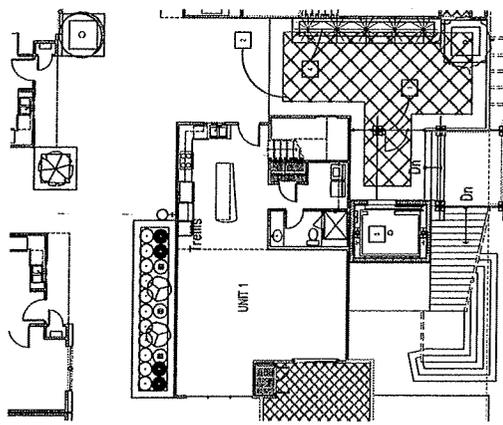
KEY NOTES	
1	SECURITY UNITS W/ KEYCARD ACCESS
2	RELOCATING CLIMATE CONTROL EQUIPMENT
3	NEW ACCESS STAIR WELL
4	NEW PLASTER FINISH
5	EXISTING
6	NEW WALL WITH WHITE PER CITY SPEC.
7	CONCRETE/BRICK ASSEMBLY DOOR W/ HARD KEY
8	NEW FLOOR FINISH
9	NEW LAYOUT
10	NEW STAIRWELL LOCATION
11	NEW UTILITY LOCATION
12	NEW STAIRWELL LOCATION
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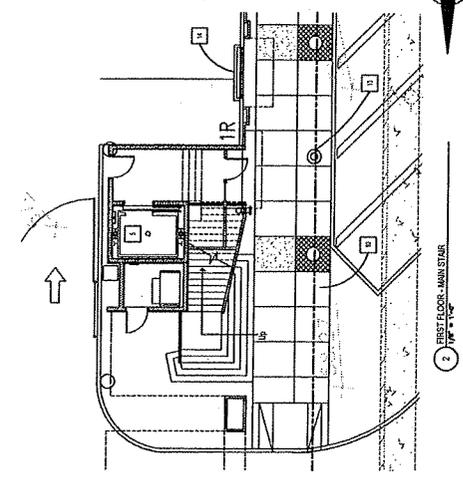
② SECOND FLOOR - SOUTH STAIR
1/8" = 1' = 0"



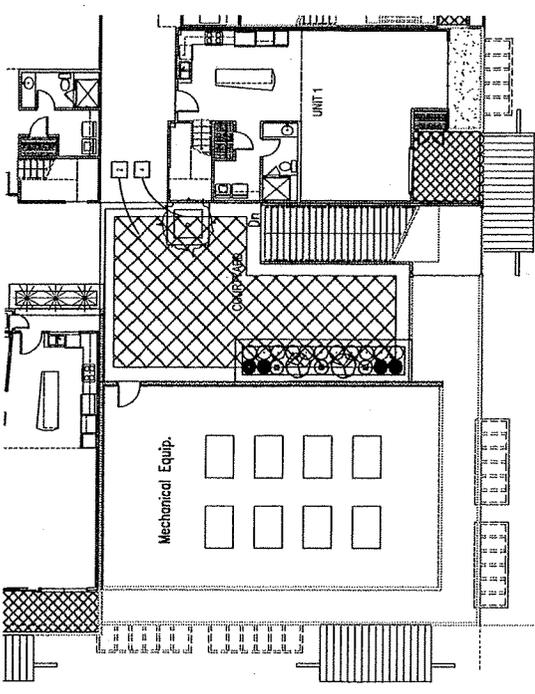
① FIRST FLOOR - SOUTH STAIR
1/8" = 1' = 0"



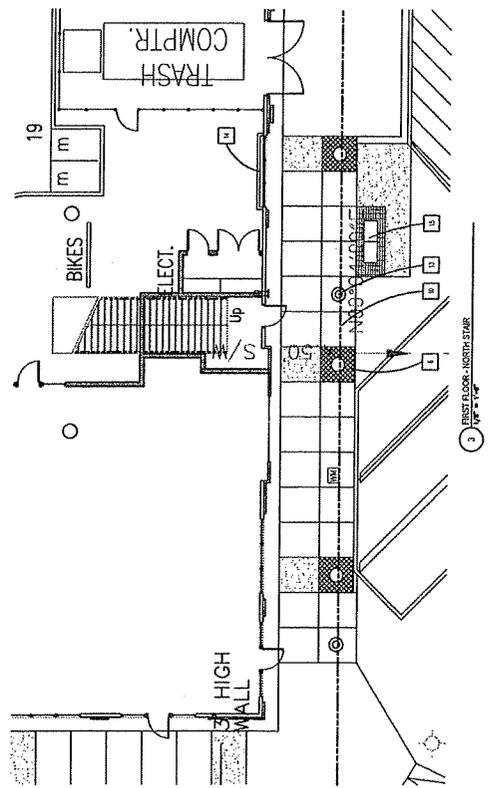
③ SECOND FLOOR - MAIN STAIR
1/8" = 1' = 0"



② FIRST FLOOR - MAIN STAIR
1/8" = 1' = 0"



⑥ FIRST FLOOR - NORTH STAIR
1/8" = 1' = 0"

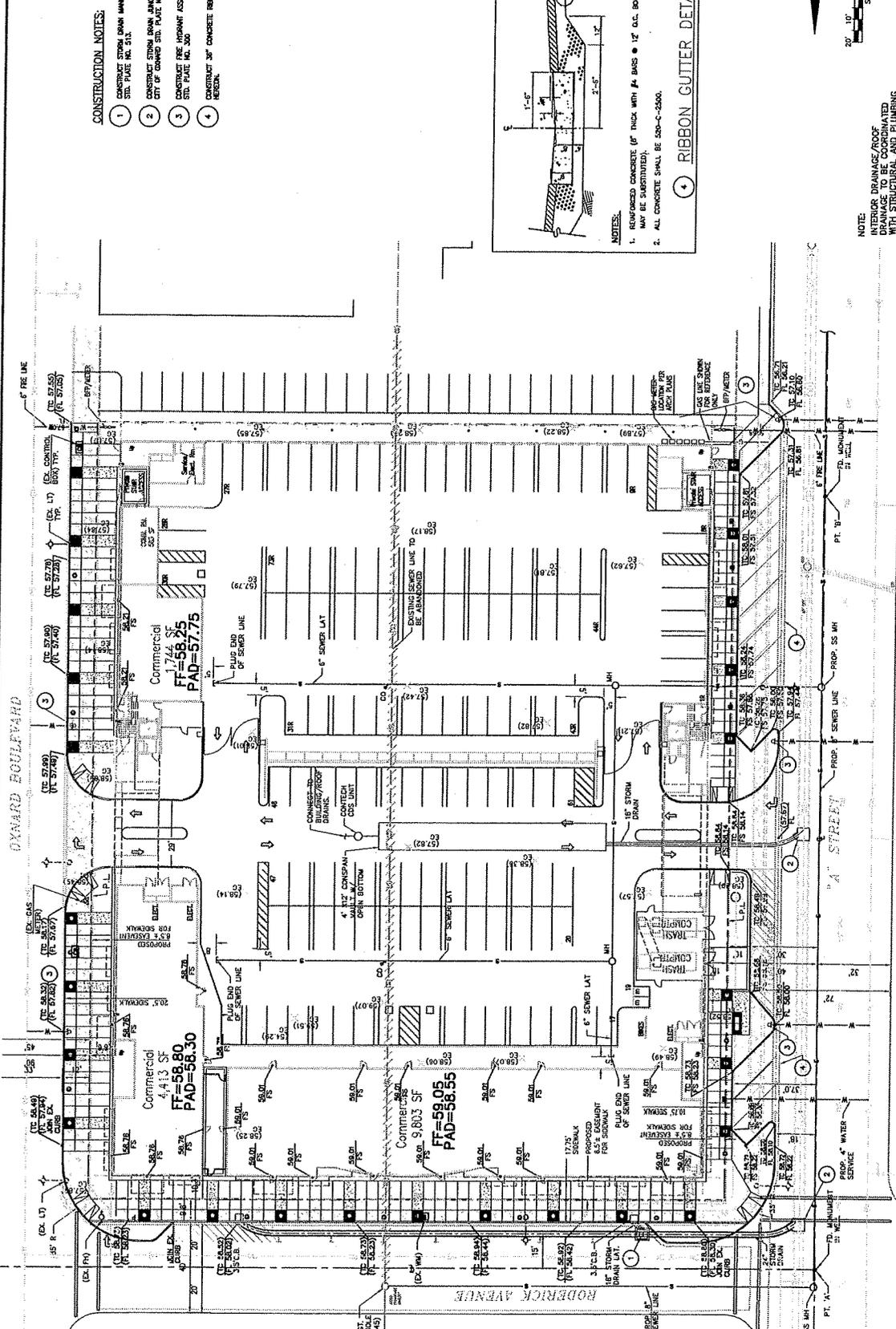


⑤ FIRST FLOOR - NORTH STAIR
1/8" = 1' = 0"

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JUNE 25, 2008

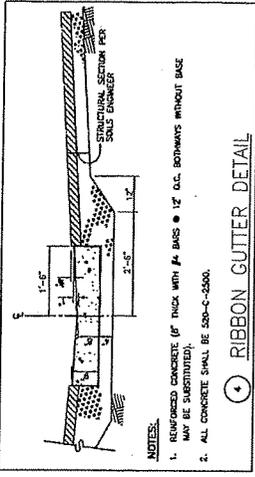
Colonial House Master Plan
MIXED USE
OXNARD BLVD. / RODERICK AVE. OXNARD CA

Aldersgate Investments, LLC
300 Eplanade Drive, Ste 430 Oxnard CA 93036



CONSTRUCTION NOTES:

1. CONSTRUCT STORM DRAIN MANHOLE PER CITY OF OMAHA PER PLAN NO. 311.
2. CONSTRUCT STORM DRAIN LUNCTION STRUCTURE NO.2 PER CITY OF OMAHA STD. PLAN NO. 522.
3. CONSTRUCT FEE W/STORM ASSEMBLY PER CITY OF OMAHA STD. PLAN NO. 300.
4. CONSTRUCT 3" CONCRETE RIBBON CUTTER PER DETAIL.



- NOTES:**
1. REINFORCED CONCRETE 12" THICK WITH #4 BARS @ 12" O.C. BOTHWAYS WITHOUT BASE MAY BE SUBSTITUTED.
 2. ALL CONCRETE SHALL BE 5000-C-2500.

4 RIBBON CUTTER DETAIL



NOTE:
INTERIOR DRAINAGE/ROOF
FINISHES TO BE COORDINATED
WITH STRUCTURAL AND PLUMBING
PLANS.

REVISIONS

NO.	DATE	REVISIONS

PREPARED BY: **HUITZOLARS**
 2535 S. 128th St., Lincoln, NE 68504
 Phone: (402) 481-0000, Fax: (402) 481-0000
 WWW.HUITZOLARS.COM

PROJECT NO.: 200808L
 DATE: _____
 SHEET NO.: _____ OF _____

DIG ALERT
 www.digalert.com

IMPORTANT NOTICE
 BEFORE ANY START OF WORK, GOVERNMENT CODE REQUIRES THAT YOU OBTAIN A PERMIT TO EXCAVATE. PERMITS ARE OBTAINED FROM THE CITY OF OMAHA. CALL UNDERGROUND SERVICE ALERT (USA) TOLL FREE 1-800-462-4133. TWO WORKING DAYS BEFORE YOU DIG.

ATTACHMENT C
Sign Program

COLONIAL HOUSE

MASTER SIGN PROGRAM

I. PURPOSE AND INTENT

This Master Sign Program establishes requirements for the design and fabrication of all building and site signage at the Colonial House project sites, including primary identification signs, secondary identification signs and informational signs. Unique and high quality signage is an integral part of the design, image and success of Colonial House Center. The intent of this sign program is to ensure that tenant signage in the commercial center is designated and executed in a manner which will achieve these objectives while providing superior identification of tenants and tenant's business, including incorporation of corporate identification where consistent with this program.

II. COMPLIANCE

All signage shall be subject to the City's Development Advisory Committee prior written approval as provided in these criteria. The City of Oxnard shall review, approve and issue building permits for all signage prior to fabrication and installation. The requirements of the Oxnard Sign Ordinance shall apply unless otherwise indicated below.

III. PROCESS

A. Required Signage-

Each structure shall provide a minimum of one major identification sign per store frontage with public entrance. All signage shall conform to the sign sizes, overall allocations and sign location designated in this program.

B. City Review of Sign Design-

Prior to submittals to the City for DAC review and building permits, Individual tenant owners shall provide the following information to the Planning and Environmental Services Manager for use in reviewing the proposed signage and recommend approval or changes as required to conform to this sign guideline. Review will be made in the context of the architectural features of the individual structures and how the proposed signage is compatible with said architectural style and features. Signs that detract from the aesthetic character of the architecture will be rejected. As a part of the permit submittal package to the City, a letter of approval from the Planning and Environmental Services Manager will be required.

Sign design submittal package shall include: full store name, logo images and colors, and samples of interior material finishes. If Planning and Environmental Services Manager disapproves or conditionally approves the Shop Drawing and/or other material submitted, Planning and Environmental Services Manager shall note on a set of the Shop Drawings and building elevations or separately the reasons for such disapproval or conditional approval. There after Planning and Environmental Services Manager and Sign Contractor shall consult and/or meet as necessary to achieve approval of Shop Drawings and materials consistent with this sign program.

C. Required Submittal-

Within thirty days after approval of the Sign Design by the Planning and Environmental Services Manager, the Tenant / Owner shall direct his Sign Contractor to prepare and submit the following to the City for approval:

- Three sets of complete and fully dimensioned shop drawings for all signs ("Shop Drawing") based on the approved Sign Design.
- Colored elevation(s) drawings of the complete structure, delineating the proposed signage and its impact on the building; show all elevations where signage is proposed.
- Three sets of samples of actual paint colors and finishes.
- Full store name, logo images and color.
- Letter of Approval from the Planning and Environmental Services Manager.

D. Fabrication and Installation-

Only after the building permit has been issued for the approved design, Tenant / Owner shall cause its Sign Contractor to fabricate and install signage in conformance with the Shop Drawings and other materials as approved by the Planning and Environmental Services Manager and the City. Planning and Environmental Services Manager shall have the right to perform an in-shop inspection of signage prior to installation.

The Tenant / Owner shall cause its signage to be installed so that it is operative on or before the date the proposed building (or portion of space therein) is required to open before the date the proposed building (or portion of space therein) is required to open its store for business to the public. The Planning and Environmental Services Manager may, at the Tenant / Owner's expense, correct or remove any sign installed without appropriate Planning and Environmental Services Manager and City of Oxnard approvals.

The Tenant / Owner shall pay all costs associated with fabrication, installation of signage and including the costs of all governmental permits, approvals and processing fees.

IV. DESIGN GUIDELINES

A. Design Objectives-

1. The primary objective of the Design Guidelines is to generate high quality Tenant signage that reflects a sophisticated, contemporary environment. A coordinated sign program that provides for harmony with adjacent structures, yet allows for some individual diversity is encouraged.
2. It is also the objective of the Design Guidelines to limit the overall signage allocations and size of the individual sign letters to create an attractive and uncluttered streetscape.

B. Acceptable Sign Treatments-

1. A coordinated approach where signage is composed of several different but related elements and lighting techniques is encouraged. The following treatments are considered appropriate:
 - Dimensioned geometric shapes
 - Painted metals
 - Screens, grids or mesh

- Polished metals
 - Cut or fabricated steel
 - Neon
 - Under canopy signs
 - Dimensional letter forms with seamless edge treatment
- a) *Acceptable Sign Letter Materials:* Acrylic, Wood, Aluminum, Fiberglass, Metal, Neon.
- b) *Unacceptable Sign Letter Materials:* Foam, Styrofoam, Vinyl, Plastic, Plastic Laminates, Cardboard, Paper.

C. Prohibited Signs-

The following are prohibited:

1. Permanent advertising devices such as attraction boards, posters, banners and flags.
2. Window signs except where specifically approved by Planning and Environmental Services Manager and permitted by the City Sign Ordinance.
3. Exposed junction boxes, transformers, lamps, conduits
4. Sign Manufacturers names, stamps or decals
5. Vacuum formed type plastic letters
6. Paper, cardboard or Styrofoam signs
7. Exposed fastenings unless fastenings make an intentional statement
8. Simulated materials (i.e., wood grained plastic laminates, etc.)
9. Animated lights or other moving sign components
10. Conventional internally illuminated box/can type signs.
11. All other signs prohibited by the City Sign Ordinance
12. Flashing, moving signs

D. Lighting-

In keeping with the sophisticated character of the project, identity signs for Tenants should be illuminated using one of the following techniques:

1. Reverse channel neon
2. Open face channel neon
3. Internal illumination
4. Silhouette illuminated
5. Front lighting
6. Area lighting

All front lighting should be obscured in channels where possible. Where fixtures, shades, or other elements are exposed, they should contribute to the design of the storefront. All exposed or skeletal neon must be backed with an opaque coating, unless otherwise approved by the Planning and Environmental Services Manager. All housing and tube supports for exposed neon signs must be painted out to match the building background immediately behind and adjacent to the sign. In no event shall sign lighting create a public nuisance or jeopardize public safety.

E. Colors-

The following guidelines shall be adhered to in selecting colors for the Tenant signage.

1. Sign colors should be selected to provide sufficient contrast against building background colors.
2. Color within each sign should be harmoniously blended
3. Sign colors should be compatible with building background colors
4. Signage colors should be coordinated with other on-site signs
5. Color or letter returns should be painted dark when against light backgrounds
6. Interior or open channel letter should be painted dark when against light backgrounds
7. Neon colors should complement related signage elements.

All sign colors are subject to review and approval by the Planning and Environmental Services Manager as part of the sign submittal process.

F. Type Styles-

The use of logos and distinctive type styles is allowed for all signs. Tenant / Owners may adapt established type styles, logos and/or images that are in use on a similar buildings operated by them in California, provided that said images are architecturally compatible and coordinated with the sign program. Type case letters depending on sign area. No logo (emblem or symbol e.g. Texaco Star or Golden Arches) shall be more than 36 inches tall

G. Required Sign Design-

On-site signs shall be designated and built to the following specifications:

1. Monument, or Ground Signs – this type of signage is not permitted on this project.

V. MERCHANT SIGNAGE AND ALLOWABLE SQUARE FOOTAGE

The following signage allocations are based upon City of Oxnard Sign Ordinance standards and are maximums that may not be exceeded.

A. Individual Occupancy -

The total signage allocation shall not exceed two square feet of sign, for each linear foot of tenant storefront. Single sign per elevation shall not exceed 300 square feet or 10% of the building frontage. One major identification sign is required on the primary elevation.

Where there is a secondary frontage facing a street or the interior site driveway, one additional ½ square foot of sign area per lineal foot of building frontage facing said arcade or mall is allowed. This signage shall be placed on the wall facing the street or interior driveway.

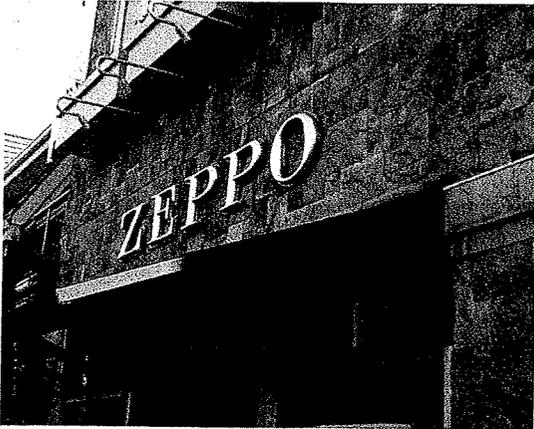
Maximum letter height on the building attached letters shall not exceed 36 inches.

VI. GENERAL PROVISIONS AND CONSTRUCTION REQUIREMENTS

- A. No temporary wall signs, window signs, pennants, flags, inflatable displays or sandwich boards will be allowed except those signs specifically approved by Landlord and allowed by the City of Oxnard.
- B. Notwithstanding the maximum square specified for a copy area allowances, signs and typography in all cases shall appear balanced and in scale within the context of the sign space and the building as a whole. All signs shall fit comfortably into designated architectural spaces, leaving sufficient margins and negative space on all side. Thickness,

- height and color of sign lettering shall be visually balanced and in portion to other signs of the building.
- C. Dimensional letters and plaques shall be affixed without visible means of attachment, unless attachments make an intentional design statement.
 - D. All sign fabrication work shall be of excellent quality. All logo images and type styles shall be accurately reproduced. Lettering that approximates type styles shall not be acceptable. Planning and Environmental Services Manager reserves the right to reject any fabrication work deemed to be below standard.
 - E. Signs must be made of durable rust-inhibited materials that are appropriate and complementary to the building.
 - F. All ferrous and nonferrous metals shall be separated with nonconductive gaskets to prevent electrolysis. In addition to gaskets, stainless steel fasteners shall be used to secure ferrous to nonferrous metals.
 - G. Threaded rods or anchor bolts shall be used to mount sign letters which are spaced out from background panel. Angle clips attached to letter sides will not be permitted.
 - H. Paint colors and finishes must be reviewed and approved by Landlord and City. Color coating shall exactly match the colors specified on the approved plans.
 - I. Surfaces with color mixes and hues prone to fading (e.g., pastels, fluorescent, complex mixtures, and intense reds, yellows and purples) shall be coated with ultraviolet inhibitive clear coat in a semi-gloss finish.
 - J. Joining of materials (e.g., seams) shall be finished in such a way to be unnoticeable. Visible welds shall be ground smooth and finished in such a way to be unnoticeable. Visible welds shall be ground smooth and finished with auto body filler. Rivets, crews, and other fasteners that extend to visible surfaces shall be flush, filled so to be unnoticeable.
 - K. Finished surfaces of metal shall be free from oil and warping. All sign finishes shall be free of dust, orange peel, drips and runs and shall have uniform surface conforming to the highest standards of the industry.
 - L. Plexiglas faced channel letters shall have a minimum return depth of 5 inches. Return finish shall have a contrasting color from the face color. Double tube neon shall be used where letter stroke exceeds 30 inches. Letters installed on raceways will not be permitted unless specifically approved by the Planning and Environmental Services Manager.
 - M. Reverse channel letters shall be pinned 2 inches off building wall. Return depth shall be 2 inches and signs shall have a clear Lexan backing. Double tube neon shall be used where width of letter stroke exceeds 2 ½ inches.
 - N. Depth of open channel letters shall be 2 inches. All hardware and neon tube supports inside open channel letters shall be painted to match interior letter color. Neon shall be sufficient to make letters read solidly and shall be installed so that the top surface of neon is flush with front with edges of open channel.
 - O. Brightness of signs is subject to approval by the Planning and Environmental Services Manager. Surfaces brightness of illuminated materials shall be consistent in all letters and components of the signs. Light leaks will not be permitted.
 - P. All conduit, raceways, crossovers, ballast boxes, transformers and other equipment necessary for sign connection shall be concealed. All bolts, fastenings and clips shall be finished with a rust inhibitive finish.

- Q. Underwriter's Laboratory approved labels shall be affixed to all electrical fixtures. Fabrications and installation of electrical signs shall comply with all national and local building code,
- R. Penetrations into building walls, where required, shall be made waterproof. Location of all openings for conduit sleeves and support in sign panels and building walls shall be indicated by the Sign Contractor on the Shop Drawings submitted to the Planning and Environmental Services Manager. The Sign Contractor shall install same in accordance with the approved Shop Drawings.
- S. In no case shall any manufacturer's label be visible from the street from normal angles.



Applied sign with spot light



Pole sign under canopy



Corner mounted signage



Public Parking Entry Signage



Hung Sign at Canopy

Signage Examples

Colonial House Signage Program



ATTACHMENT D
Parking Analysis
Associated Transportation Engineers
1-21-08



ASSOCIATED TRANSPORTATION ENGINEERS

100 N. Hope Avenue, Suite 4, Santa Barbara, CA 93110 • (805) 687-4418 • FAX (805) 682-8509

Richard L. Pool, P.E.
Scott A. Schell, AICP

RECEIVED

MAR 13 2008

PLANNING DIVISION
CITY OF OXNARD

January 21, 2008

07088L02.WP

Mr. Matt Mansi
MGA Development
300 Esplanade Drive, Suite #430
Oxnard, CA 93036

PARKING ANALYSIS FOR THE COLONIAL HOUSE MASTER PLAN - CITY OF OXNARD

Associated Transportation Engineer's (ATE) has prepared the following parking analysis for the Colonial House Master Plan in the City of Oxnard. The project is located on Oxnard Boulevard on the southwest corner of the Oxnard Boulevard/Roderick Avenue intersection. This parking analysis reviews the City of Oxnard Zoning Ordinance parking requirement for the project and evaluates the peak parking demands that would be generated by the mixed-use development.

PROJECT DESCRIPTION

The applicant is proposing to construct a three story mixed-use retail commercial/residential development. The retail component on the ground floor will have a maximum of 15,960 square feet commercial space. The residential component on the second and third floors will consist of 40 residential units. The residential component will also include a 583 square foot community room for use by resident tenants only. Parking for the project would be on the ground level. The proposed parking includes 73 secured parking spaces for the 40 residential units and 61 parking spaces to be shared by the retail uses and guests of the residential units. The project is also proposing to modify the adjacent sections of "A" Street to provide 13 angled parking spaces. The attached site plan also shows 9 parallel parking spaces on Roderick Avenue adjacent to the site.

Engineering • Planning • Parking • Signal Systems • Impact Reports • Bikeways • Transit

ZONING ORDINANCE PARKING REQUIREMENTS

The City of Oxnard Zoning Ordinance parking requirements were calculated for the project as shown below in Table 1.

Table 1
City Zoning Ordinance Parking Requirements

Land Use	Size	Zoning Ordinance		Parking Provided(a)
		Parking Rate	Required Spaces	
Condominium	8 Units @ 1 Bedroom	1.0 Space/Unit	8 Spaces	74 Reserved
Condominium	32 Units @ 2/3 Bedrooms	2.0 Spaces/Unit	64 Spaces	
Residential Guest Parking:				61 Shared
First 30 Residential Units		1.0 Space/Unit	30 Spaces	
Remaining Residential Units		0.5 Space/Unit	5 Spaces	
Retail Commercial	15,960 SF	1.0 Space/250 SF	64 Spaces	
Totals			171 Spaces	135 Spaces

(a) Parking Provided does not include on-street spaces.

The data presented in Table 1 indicate that the City's Zoning Ordinance parking requirement for the 40 residential units within the development is 72 spaces. The 74 parking spaces reserved for the residential units would meet the City's requirement for this portion of the project. The guest parking required for the residential units is 35 spaces and the parking required for the retail component is 64 spaces, for a total requirement of 99 spaces. The 61 shared spaces provided for these two components of the project would not satisfy the City's requirement. Since the community room is for the use of residential tenants only, no additional on-site parking is needed.

PARKING DEMAND ANALYSIS

Peak parking demands were forecast for the proposed development based on parking rates presented in the following source documents:

- Parking Generation Report, Institute of Transportation Engineers (ITE).
- Shared Parking Report, Urban Land Institute (ULI).
- Recommended Zoning Ordinance Provisions for Parking and Off-Street Loading Spaces, Parking Consultants Council/National Parking Association.

The peak parking demand rate listed in the ITE, parking report for residential units is 1.46 spaces/unit. Thus, the 40 residential units would generate a peak demand of 58 spaces (1.46 spaces/unit x 40 units = 58 spaces). The 74 spaces provided for the residential units would accommodate the peak demands generated by the residential units.

A shared parking demand analysis was completed for the retail and residential guest demands to determine if the 61 spaces allocated for these uses would be adequate. The peak parking demands were calculated using the commercial rate listed in the ITE parking report and the residential guest rate listed in the ULI shared parking report. Table 2 provides a summary of the parking demands for the retail and residential guests (worksheet showing the demand calculations is attached).

Table 2
Colonial House Master Plan - Weekday Shared Peak Parking Demands

Hour of Day	Retail Demand	Residential Guest Demand	Total
6:00 A.M.	0	0	0
7:00 A.M.	4	1	5
8:00 A.M.	9	1	10
9:00 A.M.	20	1	21
10:00 A.M.	33	1	34
11:00 A.M.	42	1	43
12:00 Noon	47	1	48
1:00 P.M.	48	1	49
2:00 P.M.	47	1	48
3:00 P.M.	46	1	47
4:00 P.M.	42	1	43
5:00 P.M.	38	2	40
6:00 P.M.	34	4	38
7:00 P.M.	36	6	42
8:00 P.M.	35	6	41
9:00 P.M.	29	6	35
10:00 P.M.	15	6	21
11:00 P.M.	6	5	11
12:00 Midnight	0	3	3

The peak parking demand for the retail and residential guest components of the project is forecast at 49 parking spaces based on the empirical rates contained in the ITE and ULI reports. The peak parking demand would be accommodated by the 61 shared parking spaces that are proposed on the site.

It is noted that the City's requirement for guest parking is significantly higher than the empirical demand data. A second shared peak parking analysis was completed for the retail and residential guest demands assuming that the 35 guest parking spaces that are required

under the City's zoning ordinance are in fact occupied by guests during peak demand periods (worksheet showing the demand calculations is attached). This analysis shows a peak parking demand of 71 spaces for the retail and residential guests, which would exceed the 61 shared parking spaces provided on the site. Should these demands be realized, there would be some use of 22 on-street parking spaces located on Roderick Avenue and "A" Street adjacent to the project site.

SUMMARY

The 74 secured parking spaces for the 40 residential units would satisfy the peak parking demands generated by residents (peak demand of 58 spaces). The 61 parking spaces to be shared by the retail uses and guests of the residential units would satisfy the peak parking demands forecasted for these two uses (peak demand of 49 spaces). Assuming that the 35 residential guest parking spaces that are required under the City's zoning ordinance are in fact occupied by guests during peak demand periods, the peak demand would be 71 spaces for the retail and residential guests. A portion of the 22 on-street parking spaces located on Roderick Avenue and "A" Street may be used during peak periods. Or, the on-street spaces may be used by retail customers, residents and guests when they are more convenient than using the on-site spaces.

Associated Transportation Engineers

By: 
Scott A. Schell, AICP, PTP
Principal Planner

attachments: Site Plan
Weekday Parking Demand Calculations

WEEKDAY PARKING DEMAND CALCULATIONS COLONIAL HOUSE MASTER PLAN

Land Use	Size	Rate	Peak Demand
Office (kSF)	0	3.00	0
Retail (kSF)	15.96	3.02	48
Restaurant (kSF)	0	20.00	0
Cinema (seats)	0	0.25	0
Residential (units)	40	0.15	6
Guest Room (rooms)	0	1.00	0
Res/Lounge (kSF)	0	10.00	0
Conference Rm (seats)	0	0.50	0
Convention Area (kSF)	0	30.00	0

Hour of Day	Office		Retail		Restaurant		Cinema		Residential		Hotel				Total
	Office	Retail	Restaurant	Cinema	Residential	Guest Room	Rest./Lounge	Conference Rm.	Convention Area						
6:00 a.m.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:00 a.m.	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
8:00 a.m.	0	9	0	0	0	0	0	0	0	0	0	0	0	10	
9:00 a.m.	0	20	0	0	0	0	0	0	0	0	0	0	0	21	
10:00 a.m.	0	33	0	0	0	0	0	0	0	0	0	0	0	34	
11:00 a.m.	0	42	0	0	0	0	0	0	0	0	0	0	0	43	
12:00 noon	0	47	0	0	0	0	0	0	0	0	0	0	0	48	
1:00 p.m.	0	47	0	0	0	0	0	0	0	0	0	0	0	49	
2:00 p.m.	0	47	0	0	0	0	0	0	0	0	0	0	0	48	
3:00 p.m.	0	46	0	0	0	0	0	0	0	0	0	0	0	47	
4:00 p.m.	0	42	0	0	0	0	0	0	0	0	0	0	0	43	
5:00 p.m.	0	38	0	0	0	0	0	0	0	0	0	0	0	40	
6:00 p.m.	0	34	0	0	0	0	0	0	0	0	0	0	0	37	
7:00 p.m.	0	36	0	0	0	0	0	0	0	0	0	0	0	42	
8:00 p.m.	0	35	0	0	0	0	0	0	0	0	0	0	0	41	
9:00 p.m.	0	29	0	0	0	0	0	0	0	0	0	0	0	35	
10:00 p.m.	0	15	0	0	0	0	0	0	0	0	0	0	0	21	
11:00 p.m.	0	6	0	0	0	0	0	0	0	0	0	0	0	11	
12:00 midnight	0	0	0	0	0	0	0	0	0	0	0	0	0	3	

Source: ULI Shared Parking, 2005
ITE, Parking Generation, 3rd Edition 2004

WEEKDAY PARKING DEMAND CALCULATIONS COLONIAL HOUSE MASTER PLAN #2

Land Use	Size	Rate	Peak Demand
Office (kSF)	0	3.00	0
Retail (kSF)	15.96	3.02	48
Restaurant (kSF)	0	20.00	0
Cinema (seats)	0	0.25	0
Residential Guest (units)	40	0.88	35
Guest Room (rooms)	0	1.00	0
Rest/Lounge (kSF)	0	10.00	0
Conference Rm (seats)	0	0.50	0
Convention Area (kSF)	0	30.00	0

Hour of Day	Residential							Hotel			Total
	Office	Retail	Restaurant	Cinema	Residential	Guest Room	Rest./Lounge	Conference Rm.	Convention Area		
6:00 a.m.	0	0	0	0	0	0	0	0	0	0	
7:00 a.m.	0	4	0	0	4	0	0	0	0	7	
8:00 a.m.	0	9	0	0	7	0	0	0	0	16	
9:00 a.m.	0	20	0	0	7	0	0	0	0	27	
10:00 a.m.	0	33	0	0	7	0	0	0	0	40	
11:00 a.m.	0	42	0	0	7	0	0	0	0	49	
12:00 noon	0	47	0	0	7	0	0	0	0	54	
1:00 p.m.	0	48	0	0	7	0	0	0	0	55	
2:00 p.m.	0	47	0	0	7	0	0	0	0	54	
3:00 p.m.	0	46	0	0	7	0	0	0	0	53	
4:00 p.m.	0	42	0	0	7	0	0	0	0	49	
5:00 p.m.	0	38	0	0	14	0	0	0	0	52	
6:00 p.m.	0	34	0	0	21	0	0	0	0	55	
7:00 p.m.	0	36	0	0	35	0	0	0	0	71	
8:00 p.m.	0	35	0	0	35	0	0	0	0	70	
9:00 p.m.	0	29	0	0	35	0	0	0	0	64	
10:00 p.m.	0	15	0	0	35	0	0	0	0	50	
11:00 p.m.	0	6	0	0	28	0	0	0	0	34	
12:00 midnight	0	0	0	0	18	0	0	0	0	18	

Source: ULI Shared Parking, 2005
ITE, Parking Generation, 3rd Edition 2004

ATTACHMENT E
Final Mitigated Negative Declaration #08-02
with Comments



PLANNING DIVISION
214 SOUTH "C" STREET
OXNARD, CALIFORNIA 93030

MITIGATED NEGATIVE DECLARATION NO. #08-02 FINAL

COLONIAL HOUSE MIXED USE DEVELOPMENT

On the basis of an initial study, and in accordance with Section 15070 of the California Code of Regulations, the Planning Division has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment:

Planning and Zoning Permit Nos. PZ #07-500-18 (Special Use Permit) PZ# 08-300-05 (Tentative Parcel Map)/ZC #07-570-06. The project is for development of a 2.18 acre vacant site located at 705, 711 and 747 N. Oxnard Boulevard (APN's 200-0-252-02, -12, and -13, respectively). The project was filed by Aldersgate Investment, LLC, 300 Esplanade Drive, Suite 430 Oxnard, CA 93036.

The project is for a mixed-use building with commercial and condominium uses. The proposal includes a tentative parcel map for a condominium purposes, approximately 16,000 square feet of commercial space, a Special Use Permit/Planned Residential Group for 40 condominium units that include eight one-bedroom units, fourteen two-bedroom units, and eighteen three-bedroom units. The project also includes a zone change from C-2 zoning to C-2-PD.

Attached is a copy of the initial study documenting the reasons to support the finding of no significant effect on the environment. Mitigation measures are included in the initial study to reduce the identified potential effects to a less than significant level:

- Air Quality
- Biological Resources
- Cultural Resources
- Geological Resources
- Noise

Environmental Impact	Significance Before Mitigation	Recommended Mitigation Measures	Significance After Mitigation	Responsible Party
Air Quality (Short-term)	Temporary Minor Impact	<p>AQ-1 All construction equipment shall be maintained and tuned to meet applicable EPA and CARB emissions requirements. At such time as new emission control devices or operational modifications are found to be effective, such devices or operational modifications shall be required on all construction equipment operating pursuant to City permits.</p> <p>AQ-2. Developer shall lengthen the construction period between May and October to minimize the number of vehicles and equipment operating at the same time.</p> <p>AQ-3. The following dust suppression measures shall be incorporated into the project:</p> <ul style="list-style-type: none"> a. Watering all excavated material to prevent wind erosion while it is on-site or being moved; b. Periodic watering of construction sites or use of APCD approved dust suppression compounds that bind with the surface layers of soil and prevent soil particles from being eroded; c. Controlling the number and activity of vehicles on site at any given time; d. Seeding areas to be left inactive for a long enough period to secure the soil, limiting the area excavated at any given time; e. Limiting on-site vehicle traffic to 15 miles per hour; and f. Sweeping streets adjacent to the construction site to remove dust caused by the construction activities. <p>AQ-4 All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., greater than 15 miles per hour averaged over one hour) to prevent excessive amounts of fugitive dust.</p> <p>AQ-5. All trucks hauling excavated or graded material off-site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.</p>	Less Than Significant Impact	<p>At plancheck: Planning Division</p> <p>Onsite: Development Services</p>
Biological Resources	Potentially Significant	<p>BIO-1 Prior to the issuance of Building/Grading Permits, a tree replacement fee of \$28,831.00 shall be paid by the developer to the City of Oxnard or an equivalent amount is invested in landscaping beyond code-required landscaping, or a combination of both</p>	Less Than Significant	Planning Division and Development

Environmental Impact	Significance Before Mitigation	Recommended Mitigation Measures	Significance After Mitigation	Responsible Party
Cultural Resources	Potentially Significant	<p>that equals the tree assessment.</p> <p>CR-1 The history of the Colonial House Restaurant and the life and work of Martin V. Smith should be interpreted in a suitable location on the site in connection with the proposed development such as using the bricks from the Colonial House Restaurant fireplace for the mailboxes kiosk location of the site, to the satisfaction of the Planning Manager.</p> <p>CR-2 A plaque/keystone that states the significance of the site and the bricks to be placed in the immediate area of the mailbox locale of the site, to the satisfaction of the Planning Manager.</p> <p>CR-3 The site shall be nominated by the applicant as a Ventura County Point of Interest.</p> <p>CR-4 Monitoring of initial subsurface disturbance including grading and trenching by a qualified Archaeologist and Native American monitor shall be required.</p> <p>CR-5 In the event that a buried site is identified during monitoring, the Archaeologist and Native American monitor shall be empowered to stop all construction activities in the vicinity of the find and the City of Oxnard Planning and Environmental Services Division shall be notified immediately to determine appropriate measures to mitigate adverse impacts to the discovered resources. Development of mitigation procedures may require a Phase 2 site subsurface excavation and evaluation program. Should remains prove to be archaeologically significant, further investigations in the form of a Phase 3 data recovery program may be required.</p> <p>CR-6 If human remains are discovered, Section 7050.5 of the California Health and Safety Code requires that no further disturbance shall occur until the County Coroner has made the necessary determination as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the County Coroner determines that the discovered remains are those of Native American ancestry, then the Native American Heritage Commission (NAHC) shall be notified by phone within 24 hours. Sections 5097.94 and 5097.98 of the Public Resources Code, describe the procedures to be followed after notification of the NAHC.</p>	Less Than Significant Impact	<p>Services</p> <p>C-1 to C-3 Planning</p> <p>C-4 to C-7 Onsite: Development Services</p>

Environmental Impact	Significance Before Mitigation	Recommended Mitigation Measures	Significance After Mitigation	Responsible Party
		<p>CR-7 Should monitoring of subsurface disturbance within the project parcel prove negative for the presence of an archaeological site, artifacts, or other remains, no further archaeological investigations shall be required.</p>		
Geology and Soils	Potentially Significant	<p>GEO-1 The project shall utilize best practices as well as follow the recommendations of the Geotechnical Report by GeoLabs for the project dated September 17, 2007.</p>	Less Than Significant Impact	Development Services
Noise	Potentially Significant	<p>N-1 Construction times shall be limited to 7 a.m. to 7 p.m. daily or in accordance with City Ordinances restricting construction times at the time of construction, whichever is more restrictive.</p> <p>N-2 Prior to issuance of a building permit developer/builder shall demonstrate through construction drawings that the structure provides an A-weighted noise reduction value of at least 26.8dB to achieve an interior CNEL 45 value by requiring the following:</p> <ul style="list-style-type: none"> a) All exterior walls will consist of 2x4 studs with batt insulation in the stud spaces. Exteriors will be exterior plaster or stucco. The interiors will be 5/8" gyboard. b) All east, north, and south facing windows and glass doors in the row of units closest to Oxnard Boulevard shall have STC 32 glazing. The developer shall submit a test report by an independent, accredited testing laboratory in accordance with ASTM E90, documenting the STC ratings prior to issuance of a certificate of occupancy. c) Roof ceiling construction shall be roofing on plywood. Batt insulation shall be installed in joist spaces. Ceilings shall be on layer of 5/8" gyboard nailed direct. d) There shall be no ventilation openings in the exterior walls or roof/ceilings without approved acoustical baffles. 	Less Than Significant Impact	Planning Division

Environmental Impact	Significance Before Mitigation	Recommended Mitigation Measures	Significance After Mitigation	Responsible Party
		e) All other windows and glass doors may be standard glazing. f) There shall be no mail slots in the entry doors N-3 Balconies facing Oxnard Boulevard shall be wholly enclosed, floor to ceiling, with laminated glass glazing assembly that reduces the noise levels to less than 65 dBA.		

- Attachments:
- A. Initial Study/MND #08-02
 - B. Vicinity Map
 - C. Reduced Project Plans
 - D. Traffic Study dated July 30, 2008 (Report only, no technical appendices)
 - E. Air Emission Modeling
 - F. Applicant's Agreement to Mitigation Measures
 - G. Comment Letters

ATTACHMENT A
Initial Study/MND #08-02



Planning & Environmental Services Division
214 "C" Street
Oxnard, CA 93030
805/385-7858
FAX 805/385-7417

INITIAL STUDY
MITIGATED NEGATIVE DECLARATION NO. 08-02
(with Comments)

COLONIAL HOUSE MIXED-USE DEVELOPMENT
SPECIAL USE PERMIT/PLANNED RESIDENTIAL GROUP (PZ #07-500-18)
ZONE CHANGE (PZ #07-570-06)
TENTATIVE SUBDIVISION MAP (PZ #08-300-05)

705, 711 and 747 N. Oxnard Boulevard
(APN's 200-0-252-02, -12, and -13, respectively)
August 25, 2008

Introduction

This *Initial Study* has been prepared in accordance with relevant provisions of the *California Environmental Quality Act (CEQA) of 1970*, as amended, and the *CEQA Guidelines* as revised. *Section 15063(c)* of the *CEQA Guidelines* indicates that the purposes of an Initial Study are to:

1. Provide the Lead Agency (i.e., the City of Oxnard) with information to use as the basis for deciding whether to prepare an Environmental Impact Report (EIR) or Negative Declaration;
2. Enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is prepared, thereby enabling the project to qualify for a Mitigated Negative Declaration;
3. Assist the preparation of an EIR, if one is required, by:
 - Focusing the EIR on the effects determined to be significant;
 - Identifying the effects determined not to be significant;
 - Explaining the reasons why potentially significant effects would not be significant; and
 - Identifying whether a program EIR, tiering, or another appropriate process can be used for analysis of the project's environmental effects.
4. Facilitate environmental assessment early in the design of a project;
5. Provide documentation of the factual basis for the finding in a Mitigated Negative Declaration that a project will not have a significant effect on the environment;
6. Eliminate unnecessary EIRs; and

7. Determine whether a previously prepared EIR could be incorporated by referenced and/or used with the project.

The City of Oxnard *Threshold Guidelines - Initial Study Assessment* (February 1995) was used along with other pertinent information for preparing the *Initial Study* for this project.

The purpose of the *Threshold Guidelines* is to inform the public, project applicants, consultants and City staff of the threshold criteria and standard methodology, applicable at the time of preparation, used in determining whether or not a project (individually or cumulatively) could have a significant effect on the environment. Furthermore, the *Threshold Guidelines* provide instructions for completing the *Initial Study* and determining the type of environmental document required for individual projects.

Determining the significance of environmental impacts is a critical and often controversial aspect of the environmental review process. It is critical because a determination of significance may require that the project be substantially altered, or that feasible mitigation measures be readily employed to avoid the impact or reduce it below the level of significance. If the impact cannot be reduced or avoided, an Environmental Impact Report (EIR) must be prepared. An EIR is a detailed statement that describes and analyzes the significant environmental impacts of a proposed project, discusses ways to reduce or avoid them, and suggests alternatives to the project, as proposed.

Determining the significance of impacts is often controversial because the decision requires staff to use their judgment regarding a subject that is not clearly defined by the law. The State CEQA *Guidelines* define the term "significant impact on the environment" as a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. However, there is no iron-clad definition of what constitutes a substantial change because the significance of an activity may vary according to location.

To help clarify and standardize decision-making in the environmental review process, Oxnard has developed thresholds of environmental significance. Thresholds are measures of environmental change that are quantitative for subjects like noise, air quality, and traffic; and qualitative for subjects like aesthetics, land use compatibility, and biology. These thresholds are used in the absence of other empirical data to define the significance of impacts. For some projects, however, special studies and/or the professional judgment of City staff may enter into the decision-making process. Therefore, Oxnard's thresholds are intended to serve as guidelines, and to augment existing CEQA provisions governing the definition of significance.

The City's environmental thresholds will be periodically updated as new information becomes available, or as standards regarding acceptable levels of environmental change are reevaluated. For example, the air quality thresholds adopted by Oxnard were established through State and Federal legislation. These standards, and the methodology used to compute them, may change over time. When this occurs, the City will evaluate the data and, if necessary, modify the thresholds to reflect improved awareness.

When other agencies have jurisdiction over a given site, the project proponent will have to meet the design, mitigation, and monitoring requirements imposed by those agencies, as well as any additional requirements established by the City of Oxnard.

CITY OF OXNARD

INITIAL STUDY ENVIRONMENTAL CHECKLIST FORM

1. Project Title: Colonial House Mixed-Use Development
2. Lead Agency Name and Address:
City of Oxnard, Planning Division, 214 South "C" Street, Oxnard, CA 93030
3. Contact Person and Phone Number: Hollee King Brunsky, AICP
Contract Planner, (805) 385-8312
4. Project Location: 705, 711 and 747 N. Oxnard Boulevard, Oxnard, CA 93030;
(APN's 200-0-252-02, -12, and -13, respectively)
5. Project Applicant Name and Address: Aldersgate Investment, LLC, 300 Esplanade Drive, Suite 430 Oxnard, CA 93036.
6. General Plan Designation: Central Business District
7. Zoning: C-2 (General Commercial)
8. Description of Project: PLANNING AND ZONING PERMIT NOS. PZ #07-500-18 (SUP)/PZ# 08-300-05 (TSM)/ZC #07-570-06:

Proposal is for development of a 2.18 acre vacant site, to include:

- a) A Tentative Subdivision Map for a condominium purposes;
- b) Approximately 16,000 square feet of commercial space;
- c) Special Use Permit/Planned Residential Group for 40 condominium units;
 - 8 – One-bedroom units;
 - 14 – Two bedroom units;
 - 18 – Three bedroom units;
- d) Zone Change from C-2 zoning to C-2-PD;

The project site is located at 705, 711 and 747 N. Oxnard Boulevard. Filed by Aldersgate Investment, LLC, 300 Esplanade Drive, Suite 430 Oxnard, CA 93036.

9. Surrounding Land Uses and Setting: The subject site is vacant and located along Oxnard Boulevard in an urbanized area. The property is bounded by Oxnard Boulevard to the east, "A" Street to the west and Roderick Avenue to the north. The property to the south is developed with a commercial retail use, the ARC Thrift Store. The area to the west of the project site is zoned C-2 and developed with commercial retail uses. East of Oxnard Boulevard is a railroad track and beyond is vacant land zoned R-2 PD. To the north of Roderick Avenue is commercial retail uses on property zone C-2.

10. Other agencies whose approval is required (e.g., permits, financing approval, or participating agreement): None

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

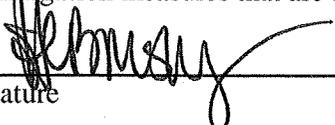
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agricultural Resources | <input checked="" type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input checked="" type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning |
| <input type="checkbox"/> Mineral Resources | <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Mandatory Findings of Significance | |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find the proposed project COULD NOT have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared.
- I find that although the project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Signature
Hollie King Brunsky, AICP

Print Name

8/25/08

Date
Contract Planner

Title

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” cited in support of conclusions reached in other sections may be cross-referenced).
5. Other CEQA analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Other Analysis Used—Identify and state where documents are available for review.
 - b. Impacts Adequately Addressed—Identify which effects from the above checklist were within the scope of and adequately analyzed in an other document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures.
 - c. Mitigation Measures—For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the other document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to another CEQA-adequate document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. The explanation of each issue should identify: a) The significance criteria or threshold, if any, used to evaluate each question; and b) The mitigation measure identified, if any, to reduce the impact to less than significance.

A. AESTHETICS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Have a substantial adverse effect on a scenic vista? (2020 General Plan, VIII - Open Space/ Conservation Element, XII - Community Design Element; FEIR 88-3, 4.12 - Aesthetic Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (2020 General Plan, VIII - Open Space/ Conservation Element; XII - Community Design Element; FEIR 88-3, 4.12 - Aesthetic Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Substantially degrade the existing visual character or quality of the site and its surroundings? (2020 General Plan, VIII - Open Space/Conservation Element, XII - Community Design Element; FEIR 88-3, 4.12 - Aesthetic Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Create a source of substantial light or glare, which would adversely affect day or nighttime views in the area? (2020 General Plan, VIII - Open Space/Conservation Element, XII - Community Design Element; FEIR 88-3, 4.12 - Aesthetic Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(1-3) The proposed project includes the “podium-style” development of forty (40) townhouse-style condominium units atop 16,000 square feet of ground-level commercial space and a commercial and residential parking garage. Natural scenic resources within the City include the beaches, coastline, agricultural areas and parks. Manmade aesthetic resources in the City of Oxnard include structures of historic significance and areas with special architectural design themes. This project site is not within or adjacent to these scenic resources. The project site is located within an urbanized area of the city with surrounding commercial and residential land uses

According to the 2020 General Plan, Oxnard Boulevard is designated as a scenic highway between U.S. Route 101 and Point Mugu. The project site is located adjacent to this highway

however; the project will not distract from the surrounding environment. The vacant land is become a degraded area, and the project will improve the site and the passing views from Oxnard Boulevard with thoughtfully designed residential and commercial development. Although the proposed building height will be taller than surrounding buildings, 35 feet compared to between 15 to 25 feet of surrounding buildings, there will no adverse affect impact on the visual resources in the area as the structure meets the current zoning ordinance standards. The City has a community design policy to encourage a landscape buffer corridor of at least 30 feet in width to be developed along freeway corridors. The structure is setback 22 feet from the highway, and it will provide landscaping along with a pedestrian friendly sidewalk area that will improve the visual aesthetics of the site and roadway. Therefore, the visual impacts are considered less than significant.

- (4) The proposed project will create new additional sources of light since the project site is currently vacant. The light source will be from wall mounted pack lights, as well as from the retail and garage space on the first floor. The impact of new lighting will be less than significant with the incorporation of code-required development standards that mandate shielded lighting and protection of lighting that could impair driving safety.

B. AGRICULTURAL RESOURCES*

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.7 - Agricultural Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conflict with existing zoning for agricultural use, or a Williamson Act contract? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.7 - Agricultural Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.7 - Agricultural Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agricultural and farmland.

Discussion:

(1-3) According to the 2020 General Plan, most of the agricultural land in the Oxnard area is outside the City limits and Sphere of Influence. This is due the conversion of the majority of lands within the Oxnard City boundary to urban uses, removing these prime soils from active agricultural production. The site is located in an urbanized area and is not zoned for agricultural use; further, the site was previously developed with urban uses. No significant impacts related to agriculture are anticipated as a result of this project.

C. AIR QUALITY*

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Conflict with or obstruct implementation of the applicable air quality plan? <i>(FEIR 88-3, 4.5 - Air Quality; Ventura County Air Quality Assessment Guidelines; Urbemis 2001 Computer Program)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Violate any air quality standard or contribute substantially to an existing or projected air quality violation? <i>(FEIR 88-3, 4.5 - Air Quality; Ventura County Air Quality Assessment Guidelines; Urbemis 2001 Computer Program)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? <i>(FEIR 88-3, 4.5 - Air Quality; Ventura County Air Quality Assessment Guidelines; Urbemis 2001 Computer Program)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Expose sensitive receptors to substantial pollutant concentrations? <i>(FEIR 88-3, 4.5 - Air Quality; Ventura County Air Quality Assessment Guidelines; Urbemis 2001 Computer Program)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Create objectionable odors affecting a substantial number of people? <i>(FEIR 88-3, 4.5 - Air Quality; Ventura County Air Quality Assessment Guidelines; Urbemis 2001 Computer Program)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* Where available, the significant criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Discussion:

It is the applicant's responsibility to contact the Ventura County Air Pollution Control District (APCD) to verify compliance with any permitting needs of the APCD.

(1,5) The proposed project is not considered to be in conflict with the 2007 Air Quality Management Plan (AQMP) approved on May 13, 2008. The project is not likely to create any objectionable odors. The APCD is reviewing the mitigations (AQ-1 to AQ-10) and will comment as needed to reflect any changes resulting in the new 2007 AQMP. **Therefore, no significant impacts are expected due to these concerns.**

(2-4) Short-term impacts to air quality will occur due to grading and other construction activities associated with the project, such as earth-moving and heavy equipment vehicle operations.

Short-term impacts: The proposed project could potentially expose construction workers to pollutants and excessive amounts of air-borne matter. Mitigation measures identified in the City's *Initial Study Assessment Threshold Guidelines* (February 1995) should be included as part of project approval. **With the inclusion of the mitigation measures, short-term air quality impacts would be reduced to less than significant.**

Long-term impacts: The project's related Reactive Organic Compound (ROC) and Nitrogen Oxide (NOx) emissions were evaluated using the State of California Air Resources Board's *URBEMIS 2002*-assessment program. The site plan shows the development of 40 condominium units and approximately 16,000 square feet of commercial office space. Based on the proposed project, the long-term effects identified from this project include 7.03 pounds per day (ppd) ROG and 4.69 ppd NOx emissions. The City's/County APCD's adopted threshold for ROC and NOx emissions is 25 ppd. **Since the project impact is less than the significance threshold, the long-term air quality impacts are expected to be less than significant.**

Mitigation: The following mitigation measures shall apply:

AQ-1 All construction equipment shall be maintained and tuned to meet applicable EPA and CARB emissions requirements. At such time as new emission control devices or operational modifications are found to be effective, such devices or operational modifications shall be required on all construction equipment operating pursuant to City permits.

AQ-2. Developer shall lengthen the construction period between May and October to minimize the number of vehicles and equipment operating at the same time.

AQ-3.

The following dust suppression measures shall be incorporated into the project:

- a. Watering all excavated material to prevent wind erosion while it is on-site or being moved;
- b. Periodic watering of construction sites or use of APCD approved dust suppression compounds that bind with the surface layers of soil and prevent soil particles from being eroded;

- c. Controlling the number and activity of vehicles on site at any given time;
- d. Seeding areas to be left inactive for a long enough period to secure the soil, limiting the area excavated at any given time;
- e. Limiting on-site vehicle traffic to 15 miles per hour; and
- f. Sweeping streets adjacent to the construction site to remove dust caused by the construction activities.

AQ-4 All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., greater than 15 miles per hour averaged over one hour) to prevent excessive amounts of fugitive dust.

AQ-5 All trucks hauling excavated or graded material off-site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

Monitoring: Planning staff shall check all plans prior to permit issuance to ensure that the above measures are incorporated into the project. The Building Official, or designee, shall monitor all applicable measures in the field until construction is completed.

Result after mitigation: With incorporation and monitoring of the above mitigation measures, air quality impacts would be considered less than significant.

D. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
3. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? <i>(2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? <i>(2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? <i>(2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? <i>(2020 General Plan, VIII - Open Space/ Conservation Element; FEIR 88-3, 4.10 - Biological Resources; and Local Coastal Plan)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(1-6) According to the 2020 General Plan the project site is not located near a riparian habitat area, dune area or coastal beaches and wetlands. The site is a previously graded and fully developed parcel in an urbanized neighborhood. The site is overgrown with natural and ornamental vegetation, mostly grass and common weeds. The project site does not lie within an existing or proposed habitat or conservation plan area and does not contribute to regional wildlife movement since it is surrounded by commercial development and a major roadway. All of the twelve (12) trees on the project site have been identified for removal. An arborist's report, dated January 21, 2008, by Pacific Horticulture, states that there are five Queen Palms, three Mexican Fan Palms, three Lemon Scented Gum, and one Carrotwood tree. In accordance with the Oxnard Tree Preservation and Protection ordinance, the trees were evaluated to determine the value of

removing the trees. Each tree was evaluated by their surface root systems, trunks, foliage, and branches. The appraised valuations for all twelve (12) trees identified at the site totals \$28,831.00. Although the subject trees are not considered to be native or protected vegetation, the developer shall either pay the assessment as mitigation or upgrade the projects landscaping investment by an equivalent amount, or a combination of both.

Mitigation: The following mitigation shall apply:

BIO-1 Prior to the issuance of Building/Grading Permits, a tree replacement fee of \$28,831.00 shall be paid by the developer to the City of Oxnard or an equivalent amount is invested in landscaping beyond code-required landscaping, or a combination of both that equals the tree assessment.

Result After Mitigation: With incorporation and monitoring of the above mitigation measure, biological impacts would be considered less than significant.

E. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.11 - Cultural Resources)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.11 - Cultural Resources)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Directly or indirectly destroy a unique paleontological resource or site or unique geological feature? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.12 - Aesthetic Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Disturb any human remains, including those interred outside of formal cemeteries? (2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.11 - Cultural Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

(1) The City of Oxnard is part of the greater southern California cultural area and has had a long period of human habitation. The project site is not located near any of the seven archaeological

sites listed in the 2020 General Plan. The project site is currently vacant except for the remains of a brick chimney and fireplace that was part of the Colonial House Restaurant demolished in 1989. An historic resources report (attached) was prepared by San Buenaventura Research Associates to determine the historical significance of the property as defined in Section 15064.5 of the State Environmental Quality Act (CEQA) Guidelines. The report concluded that the chimney and fireplace are a small fragment of the Colonial House and by itself does not represent a significant historic resource for purposes of CEQA and is not eligible as a Ventura County Landmark or Structure of Merit. However, it is potentially eligible as a Point of Interest per Ventura County Cultural Heritage Ordinance 4225, which provides criteria for property to be designated as a Point of Interest. The history of the Colonial House Restaurant and the life and work of Martin V. Smith should be interpreted in a suitable location on the site in connection with the proposed development. The developer is proposing to use the bricks from the Colonial House Restaurant fireplace for the mailboxes location of the site. Furthermore, the developer has proposed a keystone stating the significance of the site and the bricks to be placed in the immediate area of the mailbox locale of the site. By employing appropriate mitigation measures, the projects impact will be less than significant.

(2-4)

An archeological survey was conducted on July 24, 2008 by MacFarland and Associates (MacFarland, July 24, 2008). The literature review revealed that one archaeological site (CA-VE-789) is located within a ½-mile radius of the project parcel. The site, 56-000789 (CA-VE-789), is described as located on a flat alluvial plain (in an agricultural field) east of Oxnard Boulevard and the Southern Pacific Railroad ROW. The site consists of a large flake and shell scatter within an agricultural field lying just north of a housing tract. Several species of shell (*Mytilus sp.*, *Protothaca staminea*, *Chione sp.*, *Saxidomus nuttalli*, *Tivela stultorum* and *Haliotis sp.* and artifacts are reported as scattered over a large agricultural field which is reported as generally flat with drainage to the south. Artifacts consist of 11 fused shale and chert flakes, a volcanic biface fragment and a possible fused shale projectile point base. The site was recorded by Robert Wlodarski and Gwen Romani (1984). Wlodarski indicates the integrity of the site surface (40-50 cm.) to be greatly compromised by agricultural activities (plowing and planting and removal of lemon groves) dating to the early 1900s. No archaeological sites have been reported within the project site. No sites are listed on the Archaeological Determination of Eligibility (DOE) list. No isolates have been identified within a ½-mile radius of the project site. Fifteen (15) surveys and/or excavations have been conducted within a 1/2-mile radius of the project area. An intensive pedestrian survey of the non-developed portion of the subject parcel was conducted by archaeologists Heather Macfarlane July 24, 2008. The archaeological survey of the vacant parcel consisted of the archaeologist walking the survey in parallel east-west transects 5-meters apart. The parcel consists of a vacant lot. The surface visibility was estimated to be about 75% due to previous disking and extensive rodent activity. Soil in the parcel consisted of the characteristic type for the Oxnard Plain, a medium brown silt and sand loam. The only lithic material observed was mixed imported gravel and natural tabular sandstone gravel.

The pedestrian survey and records search revealed no prehistoric or historic archaeological sites or artifacts located within the subject parcel. The area was found to have been previously modified (graded and trenched) for the construction of the former Colonial House Restaurant. Although a pedestrian survey by its nature can only confidently assess the potential for encountering surface cultural resource remains, sufficient soil disturbance to a depth in excess of 12-inches was present in the form of previous disking and rodent activities to indicate that no prehistoric or historic archaeological sites, artifacts, or other remains occur within the subject parcel unless deeply buried within alluvium. However, relic barrancas sensitive for the presence of prehistoric archaeological sites are known to have been present in the area historically both west and east of the project site and one archaeological site (CA-VEn-789) is documented within 100-meters of the project parcel, directly east of Oxnard Boulevard and the Railroad Right-of-Way.

Since the parcel is located in an area of recognized albeit limited potential for the occurrence of buried prehistoric sites and artifacts, the possibility of encountering buried cultural remains can not be ignored. Consultation with local Native Americans of Chumash ancestry by the Principal Investigator and the City of Oxnard indicates their concerns regarding areas in the Oxnard Plain. Based on these concerns the City of Oxnard has previously mandated that soil disturbances including grading (cut and fill) or other excavations (e.g., trenching) be monitored by a qualified Chumash descendant. Areas within 100-meters of an extant archaeological site should also be monitored by a qualified archaeologist. Based on the location of documented prehistoric site deposits within 100-meters of the project site and the, albeit, limited potential for buried archaeological deposits to occur within the region, mitigation measures are recommended to mitigate potential impacts to cultural resources.

Mitigation: The following mitigation measures shall apply:

- CR-1 The history of the Colonial House Restaurant and the life and work of Martin V. Smith should be interpreted in a suitable location on the site in connection with the proposed development such as using the bricks from the Colonial House Restaurant fireplace for the mailboxes kiosk location of the site, to the satisfaction of the Planning Manager.
- CR-2 A plaque/keystone that states the significance of the site and the bricks to be placed in the immediate area of the mailbox locale of the site, to the satisfaction of the Planning Manager.
- CR-3 The site shall be nominated by the applicant as a Ventura County Point of Interest.
- CR-4 Monitoring of initial subsurface disturbance including grading and trenching by a qualified Archaeologist and Native American monitor shall be required.
- CR-5 In the event that a buried site is identified during monitoring, the Archaeologist and Native American monitor shall be empowered to stop all construction activities in the vicinity of the

find and the City of Oxnard Planning and Environmental Services Division shall be notified immediately to determine appropriate measures to mitigate adverse impacts to the discovered resources. Development of mitigation procedures may require a Phase 2 site subsurface excavation and evaluation program. Should remains prove to be archaeologically significant, further investigations in the form of a Phase 3 data recovery program may be required.

CR-6 If human remains are discovered, Section 7050.5 of the California Health and Safety Code requires that no further disturbance shall occur until the County Coroner has made the necessary determination as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the County Coroner determines that the discovered remains are those of Native American ancestry, then the Native American Heritage Commission (NAHC) shall be notified by phone within 24 hours. Sections 5097.94 and 5097.98 of the Public Resources Code, describe the procedures to be followed after notification of the NAHC.

CR-7 Should monitoring of subsurface disturbance within the project parcel prove negative for the presence of an archaeological site, artifacts, or other remains, no further archaeological investigations shall be required.

Monitoring:

CR-1 to CR-3: Planning staff will review the Archaeological / Native American monitoring contract(s) prior to issuance of any grading permits. Planning staff will ensure the monitoring reports are received prior to Planning Division inspection for final building permit sign-off. Development Services staff will monitor onsite construction activities, as necessary. A Certificate of Occupancy will not be issued until mitigation measures CR-1 to CR-3 have been completed.

CR-4 to CR-7: Development Services and Planning shall ensure that the applicant is following the procedures for archeological resources as outlined in the mitigation measures above.

Result after mitigation: With incorporation and monitoring of the above mitigation measures, archeological impacts would be considered less than significant.

F. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				

F. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
a. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of known fault? Refer to Division of Mines and Geology Special Pub. 42. (2020 General Plan, IX-Safety Element; FEIR 88-3, 4.8 - Earth Resources)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Strong seismic ground shaking? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Seismic-related ground failure, including liquefaction? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Landslides? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Result in substantial soil erosion, or the loss of topsoil? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (2020 General Plan, IX - Safety Element; FEIR 88-3, 4.8 - Earth Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

(1, 3) There is little evidence of any earthquake faults within the City, but the entire area is subject to groundshaking and liquefaction in the event of movement along a regional fault. The Seismic and Safety Element of the 2020 General Plan shows the site as having high to moderate liquefaction potential. In addition, a Geotechnical investigation report dated September 17, 2007 performed by GeoLabs (attached),

concluded that "...our exploration confirmed that the site exhibits the necessary conditions which are conducive to liquefaction, such as shallow groundwater, and sandy soils". The project will be constructed in conformance with the California Building Code requirements and the City's grading ordinance and with the recommendations outlined in the GeoLabs report. **With this mitigation, impacts are considered to be less than significant.**

- (2-4) According to the geotechnical investigation report performed by GeoLabs, dated September 17, 2007 for the project, the on-site soils have a very low (0-20%) expansion potential. The report states that import materials should be restricted to materials with an expansion range of very low to low and that testing for expansion indices should be performed at the conclusion of grading. Based on the discussion above, impacts are considered to be less than significant and no mitigation is required.

Mitigation: The following mitigation measures shall apply:

GEO-1 The project shall utilize best practices as well as follow the recommendations of the Geotechnical Report by GeoLabs for the project dated September 17, 2007.

Result after mitigation: With incorporation and monitoring of the above mitigation measure, impacts for geology and soils would be considered less than significant.

G. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials? (2020 General Plan, IX - Safety Element)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (2020 General Plan, IX - Safety Element)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

G. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
3. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (2020 General Plan, IX - Safety Element)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (2020 General Plan, IX - Safety Element)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (2020 General Plan, IX - Safety Element)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (2020 General Plan, IX - Safety Element)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (2020 General Plan, IX - Safety Element; City of Oxnard Emergency Preparedness Plan and Response Manual)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

G. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
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8. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (2020 General Plan, IX - Safety Element)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Discussion:

(1-8) The proposed project includes residential and commercial uses on a 2.18 acre site. The project site will be located in the C-2 (General Commercial) zone and is limited in the amounts of hazardous waste to be stored on site. The project will not emit or contain any known hazardous materials during or after construction. The construction of the project will be required to meet City Code Standards and the California Building and Fire Codes. Additionally, any new use of the commercial part of the structure will be required to be in conformance with the City Code Standards, California Building and Fire Codes, and County Environmental Health. Based on the discussion above, no significant impacts exist as a result of this project, no mitigation is required.

HYDROLOGY AND WATER QUALITY

Would the project:

Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
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1. Violate any water quality standards or waste discharge requirements? (2020 General Plan, VIB - Public Facilities Element, VIII - Open Space/ Conservation Element; FEIR 88-3, 4.9 - Water Resources)

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
2. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (2020 General Plan, VIB - Public Facilities Element, VIII - Open Space/ Conservation Element; FEIR 88-3, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site? (2020 General Plan, VIB - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in substantial erosion or siltation on- or off-site? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Otherwise substantially degrade water quality? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
7. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Inundation by seiche, tsunami, or mudflow? (2020 General Plan, VII - Public Facilities Element, VIII - Open Space/Conservation Element, IX - Safety Element; FEIR 88-3, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

- (1) The City of Oxnard lies within the Oxnard Plain Basin and Oxnard Forebay Basin with small portions in the Mound Basin. The overall water quality for the Oxnard Plain Basin and Oxnard Forebay Basin was rated “good” to “injurious” by the Regional Water Quality Control Board. There are no known active or abandoned water wells on site, which would cause threats to water quality. The applicant will be required through conditions to meet the City’s water quality standards. Based on the discussion above, impacts are considered to be less than significant and no mitigation is required.
- (2) The site and proposed uses are anticipated in the 2005 Urban Water Quality Management Plan and will therefore not substantially deplete groundwater supplies.

Cumulative effects are addressed by GREAT Program EIR (available on city planning department website or on request) and discussed in greater detail relative to recent California Supreme Court decisions in the Final Water Supply Assessment and Verification – Wagon Wheel (Kennedy-Jenks, April 29, 2008) and incorporated by reference and available for review at the City of Oxnard’s Planning Division office. Based on the discussion above, impacts are considered to be less than significant and no mitigation is required.

(3-6)

~~The proposed project will alter the drainage pattern on the site, since the site is currently vacant. The geotechnical report by GeoLabs prepared for the project, dated September 17, 2007 recommends that “as steep a gradient as practical be established around the structure(s), to the street, or other non erosive drainage devices. An hydrology study was prepared for the project on August 20, 2008 (Huitt-Zollars, 8-20-08). The hydrology of the existing and the proposed projects was analyzed using the Modified Cook’s Method. From a “peak flow” standpoint, the project modeled 2.2 acres per the criteria above. This resulted in a peak flow of 4.24 cfs for the 10-yr storm, and a peak flow of 7.21 cfs for the 50-yr storm.~~

The project shows an increase of volume from “existing” to “proposed”; however, the current site use is not consistent with previous uses. The previously existing restaurant that was destroyed provided a much higher impervious ratio, which would certainly result in higher flow and less of a volume increase compared to the proposed site use.

This project proposes to retain and infiltrate 10% of the 50-year storm volume. The site will utilize an underground open-bottom system to encourage infiltration and reduce peak flow (as shown on the attached hydrology exhibit). Based on the attached calculations, this requires a storage volume of 3,354 cubic feet. The proposed 15’ x 42’ ConSpan product specified will provide a storage volume of 3,918 cubic feet.

The city as the review agency reviews to ensure that calculations meet current codes and meet the SQUIMP requirements. At the time of this response, the project hydrology report has been reviewed and deemed acceptable by the City Public Works Division, which indicates compliance with applicable codes.

The hydrology report details specific treatment of stormwater, which implements a permanent site BMP mechanical treatment device. At the time of construction, a SWPPP will need to be prepared and approved by the City. This will address BMPs to be implemented for construction.

These recommendations will be made part of the development review and permitting stage of the project, including conformance with the City’s grading ordinance, and will ensure that the impacts for drainage are minimized. Based on the discussion above, impacts are considered to be less than significant and no mitigation is required.

(7, 8, 9)

As shown in the 2020 General Plan, the project site is not within a 100 year flood zone. There is no potential to expose people or structures to a significant risk or injury as a result of flooding. Therefore, there are no adverse impacts for flooding.

(10)

The flat Oxnard Plain creates no obstacles to tsunami wave run-up. The site is located at an approximate elevation of 60 feet above mean sea level and an approximate distance of four miles away from the Pacific Ocean and the site is not near a river or stream. Therefore, as the potential for tsunamis for the proposed development is considered to be low, there are no impacts.

I. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Physically divide an established community? <i>(2020 General Plan, V - Land Use Element; FEIR 88-3, 4.1 - Land Use)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? <i>(2020 General Plan; City adopted Specific Plans; Local Coastal Program; and Zoning Ordinance; FEIR 88-3, 4.1 - Land Use)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Conflict with any applicable habitat conservation plan or natural community conservation plan? <i>(2020 General Plan, VIII - Open Space/Conservation Element; FEIR 88-3, 4.1 - Land Use)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(1-3) The proposed condominium and commercial development is located in the C-2 zone, which allows residential uses with the approval of a Special Use Permit. The proposed project is seeking the approval of a Special Use Permit for a Planned

Residential Group that allows the Planning Commission to consider and approve designs that do not exactly conform to Code development standards. The project includes a zone change to C-2-PD. The project will require a tentative parcel map for condominium subdivision purposes. With the approval of the zone change, no significant land use impacts will occur with the development of this project, therefore no mitigation is needed.

J. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (2020 General Plan, V - Land Use Element; FEIR 88-3, 4.8 - Earth Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (2020 General Plan, V - Land Use Element; FEIR 88-3, 4.8 - Earth Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(1-2) As shown in Figure VIII-7 of the 2020 General Plan, the City of Oxnard has mineral/sand/gravel deposits primarily along the Santa Clara River channel, along Highway 101 corridor and along the eastern edge of the City extending west to Oxnard Boulevard. The project site lies within the MRZ-1 and MRZ-4 area and does not fall within any of the areas listed as having significant mineral deposits and therefore, will have no impact on any known mineral resources. No mitigation is required.

K. NOISE

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

K. NOISE

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
2. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels without the project? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. For a project located within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (2020 General Plan, X - Noise Element; FEIR 88-3, 4.4 - Noise; Oxnard Sound Regulations - Sections 19-60.1 through 19-60.15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(1-6) The project site is vacant and any new development will increase on-site ambient noise levels. Short-term noise generated by construction activities will occur, but proposed mitigation reduces potential impacts to a level of insignificance. An acoustical analysis was performed and a report was prepared by Davy and Associates Inc. (April 16, 2008, attached). The analysis was performed on April 14, 2008 between the hours of 1:00pm and 2:00pm and the noise measurements were made at the east building line adjacent to Oxnard Boulevard. The analysis determined that the noise levels at the site are dominated by traffic on Oxnard

Boulevard to the east of the site and the Union Pacific Railroad and Metrolink trains. As stated in Oxnard's 2020 General Plan, the State of California has identified acceptable noise levels for various land uses, including residential. The State requires that interior noise levels resulting from the intrusion of exterior noise be limited to not more than 45 dB(A) CNEL. The analysis performed measured a current ambient noise level at the building line of 69.8 dB. Based on CALTRANS projected increase in traffic volumes on Oxnard Blvd. (a State Highway), the projected CNEL for the site over the next 10 years would be 71.8 dB. The proposed mitigation for reducing the 71.8 dB would require the builder/developer to provide an A-weighted noise reduction value of at least 26.8 dB to achieve an interior CNEL 45 dB value. The analysis also reviewed the Union Pacific Railroad located east of the project, which carries an average of eight freight trains and is used for Amtrak and Metrolink passenger trains each day. The calculated CNEL train noise levels for would be 66 dBA. Mitigation for interior noise reduction as a result of railroad noise is also suggested per the acoustical analysis. Additionally, the balconies proposed along Oxnard Boulevard are sensitive noise receptors. In order to reduce the exterior noise levels for the balcony areas along Oxnard Boulevard to less than 65 dBA, a mitigation measure should be included that requires that the balconies along Oxnard Boulevard be wholly enclosed, floor to ceiling, with laminated glass glazing assembly that reduces the noise levels to less than 65 dBA. The project site is not located near the Oxnard Airport and is outside the noise contours as depicted on Figure IX-2 in the 2020 General Plan. **With implementation of the proposed mitigation measures, the noise impacts are expected to be less than significant.**

Mitigation:

Short Term Impacts:

N-1 Construction times shall be limited to 7 a.m. to 7 p.m. daily and no construction activity on Sunday or in accordance with City Ordinances restricting construction times at the time of construction, whichever is more restrictive.

Long Term Impacts:

N-2 Prior to issuance of a building permit, developer/builder shall demonstrate through construction drawings that the structure provides an A-weighted noise reduction value of at least 26.8dB to achieve an interior CNEL 45 value by requiring the following:

- a) All exterior walls will consist of 2x4 studs with batt insulation in the stud spaces. Exteriors will be exterior plaster or stucco. The interiors will be 5/8" gypboard.

- b) All east, north, and south facing windows and glass doors in the row of units closest to Oxnard Boulevard shall have STC 32 glazing. The developer shall submit a test report by an independent, accredited testing laboratory in accordance with ASTM E90, documenting the STC ratings prior to issuance of a certificate of occupancy.
- c) Roof ceiling construction shall be roofing on plywood. Batt insulation shall be installed in joist spaces. Ceilings shall be on layer of 5/8" gypboard nailed direct.
- d) There shall be no ventilation openings in the exterior walls or roof/ceilings without approved acoustical baffles.
- e) All other windows and glass doors may be standard glazing.
- f) There shall be no mail slots in the entry doors

N-3 Balconies facing Oxnard Boulevard shall be wholly enclosed, floor to ceiling, with laminated glass glazing assembly that reduces the noise levels to less than 65 dBA.

L. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through an extension of roads or other infra-structure)? (2020 General Plan, IV - Growth Management Element, V - Land Use Element, Revised 2000-2005 Housing Element, FEIR 88-3, 4.2 - Population, Housing and Employment, 5.0 - Growth-Inducing Impacts)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (2020 General Plan, IV - Growth Management Element, V - Land Use Element, Revised 2000-2005 Housing Element, FEIR 88-3, 4.2 - Population, Housing and Employment, 5.0 - Growth-Inducing Impacts)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

L. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
3. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (2020 General Plan, IV - Growth Management Element, V - Land Use Element, Revised 2000-2005 Housing Element, FEIR 88-3, 4.2 - Population, Housing and Employment, 5.0 - Growth-Inducing Impacts)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(1-3) The proposed project is consistent with the Land Use designation of General Commercial and was analyzed for development of commercial, office and residential uses in the 2020 General Plan. The development of the 40 condominium units with a potential population between 100 and 150 people will not substantially increase the population of the City. The project site is vacant and therefore development will not displace housing or people. No significant population and housing adverse impacts are anticipated.

M. PUBLIC SERVICES*

Would the project result in substantial adverse physical impacts to the following:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Fire protection? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.13 - Public Services)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Police protection? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.13 - Public Services)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Schools? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.13 - Public Services)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Parks? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.13 - Public Services)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Other public facilities? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.13 - Public Services)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

* Include potential effects associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services.

Discussion:

(1) The project will include adequate fire hydrants, vehicular and pedestrian access, signage, fire alarms, addressable smoke detectors and all requirements of the

Uniform Fire Code in order to minimize any potential impacts on Fire services. The project will be required to pay a Growth Capital fee that provides funding for fire, police, and other public service expansions in tandem with population growth. In addition, standard Fire Department conditions will be incorporated into the proposed project. **With the inclusion of standard Fire Department conditions, impact on fire services is considered to be less than significant.**

- (2) According to the 2020 General Plan, the current staffing ratio of officers to population should be maintained to provide adequate police services as the City's population increases. The City will monitor the need for additional public facilities and/or personnel as part of the Five-Year Development Plan. The project will be required to pay a Growth Capital fee that provides funding for fire, police, and other public service expansions in tandem with population growth. Through this action, the City would ensure that police services are available to serve the proposed project and cumulative development. The increase in tax base generated by the project and cumulative projects would help fund the project's share of necessary police service expansion within the City. **Therefore, impact on police services is considered to be less than significant.**

- (3-4) According to the 2020 General Plan, the need for additional schools and parks is based on residential development. The developer will be required to pay the appropriate school and Quimby fees as standard conditions of approval prior to building permit issuance. **With the payment of standard school and park fees, the impacts to schools and parks area expected to be minimal.**

- (5) The occupants and customers of the proposed project would contribute to the general wear and tear of various public facilities, including roadways, storm drainage system, and water and wastewater infrastructure. In order to address the project's share of wear and tear caused by the proposed project, the City requires developers of new projects to pay the following development fees: Planned Traffic Circulation System Facilities Fees (Traffic Impact); Planned water Facilities Fee; Planned Wastewater Facilities Fee; Planned Drainage Facilities Fee; and Growth Requirement Capital Fee. Furthermore, the maintenance and development of the water facilities under the jurisdiction of the Calleguas Municipal Water District (CMWD) are provided for through a Capital Construction Charge. The existing Central Library and existing community center facilities will be sufficient to meet the future needs of the City as identified in the 2020 General Plan. **Therefore, impacts to public facilities are considered to be less than significant.**

N. RECREATION

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (2020 General Plan, XIII - Parks and Recreation Element; FEIR 88-3, 4.12 - Aesthetic Resources, 4.13 - Parks and Recreation Services)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? (2020 General Plan, XIII - Parks and Recreation Element; FEIR 88-3, 4.12 - Aesthetic Resources, 4.13 - Parks and Recreation Services)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

(1-2) The residents of the proposed condominium units will increase the use of existing parks. The developer will be required as a condition of approval on the project to pay the appropriate Quimby fees prior to building permit issuance. Two parks are under construction in the vicinity; Oxnard/Gonzales Sports Park and Campus Park; that will increase park acreage and facilities in the Central Oxnard area. **With the inclusion of standard park fees, the impacts to parks area expected to be minimal.**

O. TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? (2020 General Plan, VI - Circulation Element; FEIR 88-3, 4.3 - Transportation/Circulation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

O. TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
2. Exceed, either individually or cumulatively, a level of service standard established by the County congestion management agency for designated roads or highways? (2020 General Plan, VI - Circulation Element; FEIR 88-3, 4.3 - Transportation/Circulation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Result in a change in traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (2020 General Plan, VI - Circulation Element; FEIR 88-3, 4.3 - Transportation/Circulation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (2020 General Plan, VI - Circulation Element; FEIR 88-3, 4.3 - Transportation/ Circulation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Result in inadequate emergency access? (2020 General Plan, VI - Circulation Element; FEIR 88-3, 4.3 - Transportation/Circulation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Result in inadequate parking capacity? (Zone Ordinance - Parking Regulations and Parking Lot Design Standards)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conflict with adopted policies, plans or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? (Bicycle Facilities Master Plan)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(1-3) The project is anticipated to generate 35 weekday A.M. peak hour a.m. trips of per day and 73 weekday peak hour p.m. trips per day. The City of Oxnard’s criteria for evaluating project impacts at intersections is based upon the change in ICU/LOS attributable to the project. The project is served by a primary arterial, State Route 1 (Oxnard Boulevard) which is capable of handling the total trips generated by this project as anticipated by the 2020 General plan. The two intersections at Oxnard Boulevard/Roderick Avenue and “A” Street/Roderick Avenue were studied by Associated Transportation Engineers (ATE) in July of 2008 (ATE, July 30, 2008). The intersections currently operate in the Level of Service (LOS) “C” range. With the addition of the project traffic, the project would add less than 50 peak hour trips to the intersections and would not significantly impact the unsignalized State Route 1

(Oxnard Boulevard)/Roderick Avenue and the “A” Street/Roderick Avenue intersections and would continue to operate in the LOS “C” range. To address potential cumulative traffic impacts, the intersections were evaluated based on output from the Oxnard Traffic Model. With the addition of the project traffic + cumulative projects in the area, the intersections would operate in the LOS “C” range. However, the project traffic is not considered to be a significant traffic impact. Further, the City of Oxnard and the County of Ventura have an agreement pertaining to cumulative traffic fees in which applicants are required to pay applicable City and County traffic fees at the time of permit issuance. This is a standard condition of approval and would be included as part of the approval of this project. **Therefore, no significant impacts to traffic levels are anticipated.**

(4-5) The project roads are designed to meet City engineering standards, and no safety issues have been identified. Entries to the project will not be gated and, therefore, emergency response and access will not be subject to any delays. **Therefore, no adverse impacts to access or design are anticipated.**

(6) The proposed project includes parking that meets the requirements by City Code. The proposed development does not have any features, which would create unusual demands for additional parking over that which is required by City Code. **Since City parking regulations has been met, no adverse impacts due to parking are anticipated.**

(7) The proposed project will not conflict with any policies supporting alternative transportation. Nor will the project create impacts to rail, waterborne or air traffic. **Therefore, no significant adverse impacts are anticipated.**

P. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

P. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
3. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Comply with federal, state, and local statutes and regulations related to solid waste? (2020 General Plan, VII - Public Facilities Element; FEIR 88-3, 4.6 - Public Utilities, 4.9 - Water Resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

(1-3, 5)

The project represents additional demand on master-planned utilities and service systems that have been anticipated in the General Plan build-out scenario for this area. In reviewing this project based on recent and similar projects, the City expects that this project can be served without significantly impacting existing utility services.

The proposed project will be required to comply with measures to treat stormwater runoff by implementing Best Management Practices (BMPs) in accordance with National Pollutant Discharge Elimination System (NPDES) requirements. **Therefore less than significant impacts to groundwater are anticipated.**

- (4) The City of Oxnard currently provides the existing property with water and will provide the new project with water that is supplied by Calleguas Municipal Water District (Calleguas). Calleguas purchases water from the Metropolitan Water District of Southern California (MWD). MWD supplies surplus water from the Colorado River and the State Water Project for municipal, industrial, and agricultural users within its service area. The applicant will be required to obtain a “will serve” letter from the City of Oxnard Water Division to ensure that the Water Division has adequate water to serve the development. Standard City conditions require all projects to provide drought-tolerant landscaping to reduce the amount of water consumed by the project. **Therefore, less than significant impacts to water supplies and resources are anticipated.**
- (6-7) Standard conditions of approval require compliance with the City’s recycling programs, which require solid waste recycling and disposal plans and reporting during construction and operation of the facility. **Therefore, less than significant impacts to landfill and solid waste resources are anticipated.**

Mitigation: Based on the above discussion, no mitigation measures are required or proposed.

Q. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Does the project have impacts that are individually limited, but cumulatively considerable (<i>"Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects</i>)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No new significant adverse effects are expected to result from the proposed project. Mitigation measures are either incorporated into the project or made a part of the Mitigated Negative Declaration.

SUMMARY OF MITIGATION MEASURES INCORPORATED INTO THE PROJECT

Air Quality

- AQ-1. All construction equipment shall be maintained and tuned to meet applicable EPA and CARB emissions requirements. At such time as new emission control devices or operational modifications are found to be effective, such devices or operational modifications shall be required on all construction equipment operating pursuant to City permits.
- AQ-2. Developer shall lengthen the construction period between May and October to minimize the number of vehicles and equipment operating at the same time.
- AQ-3. The following dust suppression measures shall be incorporated into the project:
- a. Watering all excavated material to prevent wind erosion while it is on-site or being moved;
 - b. Periodic watering of construction sites or use of APCD approved dust suppression compounds that bind with the surface layers of soil and prevent soil particles from being eroded;
 - c. Controlling the number and activity of vehicles on site at any given time;
 - d. Seeding areas to be left inactive for a long enough period to secure the soil, limiting the area excavated at any given time;
 - e. Limiting on-site vehicle traffic to 15 miles per hour; and
 - f. Sweeping streets adjacent to the construction site to remove dust caused by the construction activities.
- AQ-4. All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., greater than 15 miles per hour averaged over one hour) to prevent excessive amounts of fugitive dust.
- AQ-5. All trucks hauling excavated or graded material off-site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

Biological Resources

- BIO-1 Prior to the issuance of Building/Grading Permits, a tree replacement fee of \$28,831.00 shall be paid by the developer to the City of Oxnard or an equivalent

amount is invested in landscaping beyond code-required landscaping, or a combination of both that equals the tree assessment.

Cultural Resources

- CR-1 The history of the Colonial House Restaurant and the life and work of Martin V. Smith should be interpreted in a suitable location on the site in connection with the proposed development such as using the bricks from the Colonial House Restaurant fireplace for the mailboxes kiosk location of the site, to the satisfaction of the Planning Manager.
- CR-2 A plaque/keystone that states the significance of the site and the bricks to be placed in the immediate area of the mailbox locale of the site, to the satisfaction of the Planning Manager.
- CR-3 The site shall be nominated by the applicant as a Ventura County Point of Interest.
- CR-4 Monitoring of initial subsurface disturbance including grading and trenching by a qualified Archaeologist and Native American monitor shall be required.
- CR-5 In the event that a buried site is identified during monitoring, the Archaeologist and Native American monitor shall be empowered to stop all construction activities in the vicinity of the find and the City of Oxnard Planning and Environmental Services Division shall be notified immediately to determine appropriate measures to mitigate adverse impacts to the discovered resources. Development of mitigation procedures may require a Phase 2 site subsurface excavation and evaluation program. Should remains prove to be archaeologically significant, further investigations in the form of a Phase 3 data recovery program may be required.
- CR-6 If human remains are discovered, Section 7050.5 of the California Health and Safety Code requires that no further disturbance shall occur until the County Coroner has made the necessary determination as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the County Coroner determines that the discovered remains are those of Native American ancestry, then the Native American Heritage Commission (NAHC) shall be notified by phone within 24 hours. Sections 5097.94 and 5097.98 of the Public Resources Code, describe the procedures to be followed after notification of the NAHC.
- CR-7 Should monitoring of subsurface disturbance within the project parcel prove negative for the presence of an archaeological site, artifacts, or other remains, no further archaeological investigations shall be required.

Geological Resources

GEO-1 The project shall utilize best practices as well as follow the recommendations of the Geotechnical Report by GeoLabs for the project dated September 17, 2007.

Noise

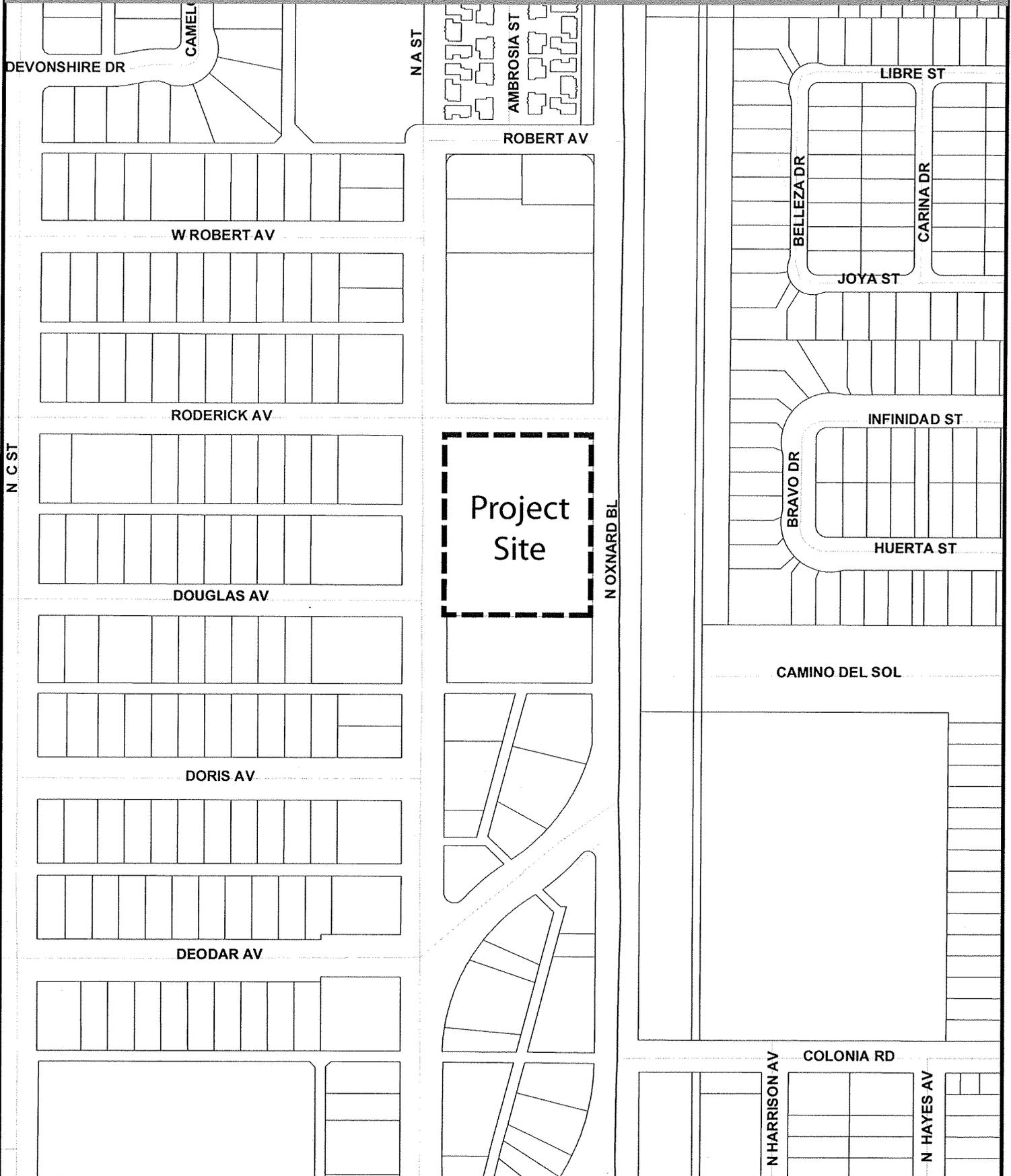
- N-1 Construction times shall be limited to 7 a.m. to 7 p.m. daily or in accordance with City Ordinances restricting construction times at the time of construction., whichever is more restrictive.
- N-2 Prior to issuance of a building permit developer/builder shall demonstrate through construction drawings that the structure provides an A-weighted noise reduction value of at least 26.8dB to achieve an interior CNEL 45 value by requiring the following:
- a) All exterior walls will consist of 2x4 studs with batt insulation in the stud spaces. Exteriors will be exterior plaster or stucco. The interiors will be 5/8" gypboard.
 - b) All east, north, and south facing windows and glass doors in the row of units closest to Oxnard Boulevard shall have STC 32 glazing. The developer shall submit a test report by an independent, accredited testing laboratory in accordance with ASTM E90, documenting the STC ratings prior to issuance of a certificate of occupancy.
 - c) Roof ceiling construction shall be roofing on plywood. Batt insulation shall be installed in joist spaces. Ceilings shall be on layer of 5/8" gypboard nailed direct.
 - d) There shall be no ventilation openings in the exterior walls or roof/ceilings without approved acoustical baffles.
 - e) All other windows and glass doors may be standard glazing.
 - f) There shall be no mail slots in the entry doors
- N-3 Balconies facing Oxnard Boulevard shall be wholly enclosed, floor to ceiling, with laminated glass glazing assembly that reduces the noise levels to less than 65 dBA.

ADDITIONAL REFERENCES

1. California, State of, Air Resources Board, *URBEMIS 2002 Program*.
2. California, State of, Governor's Office, Office of Planning and Research, Office of Permit Assistance, *Hazardous Waste and Substances Sites - List Pursuant to AB 3750*, current edition.
3. California, State of, Office of Planning and Research, *California Environmental Quality Act Statutes*, Sacramento, California: January 1, 2002.
4. California, State of, Office of Planning and Research, *Guidelines for Implementation of the California Environmental Quality Act*, Sacramento, California: February 1, 2001.
5. California, State of, Office of Planning and Research, *Planning, Zoning and Development Laws*, November 2000.
6. City of Oxnard, *The Municipal Code of the City of Oxnard - Zoning Ordinance*, current edition.
7. City of Oxnard, Development Services Department, Planning Division, *Coastal Zoning Regulations and Zone Maps*, current edition.
8. City of Oxnard, Development Services Department, Planning Division, *Coastal Land Use Plan*, current edition.
9. City of Oxnard, Community Development Department, Planning Division, *Zone Maps*, current edition.
10. City of Oxnard, Fire Department, *Fire Protection Planning Guide*, January 1990.
11. Ventura County Air Pollution Control District, *Air Quality Management Plan*, current edition.
12. Ventura County Air Pollution Control District, *Ventura County Air Quality Assessment Guidelines*, November 2000.
13. Institute of Transportation Engineers, *Trip Generation Manual*, Sixth Edition, Washington, DC, 1997.
14. United States Federal Emergency Management Agency, National Flood Insurance Program, *FIRM Flood Insurance Rate Maps for the City of Oxnard*, October 1985.
15. City of Oxnard, Public Works Department, *Master Sewer Plan*, current edition.
16. City of Oxnard, Public Works Department, *Master Drainage Plan*, current edition.
17. City of Oxnard, Public Works Department, *Master Water Plan*, current edition.
18. California State University - Fullerton South Central Coastal Information Center, *California Historical Resources Information System*, Department of Anthropology, Fullerton, California.
19. Ventura County Airport Land Use Commission, *Oxnard Airport Master Land Use Plan*, 1990.
20. Ventura County Cultural Heritage Board, *Ventura County Historical Landmarks & Points of Interest—August 1991*, Ventura County Recreation Services.
21. Ventura County, Property Administration Agency, *Final Report: Cultural Heritage Survey, Phase I*, Oxnard and Santa Paula, 1981.
22. Davy & Associates, *Acoustical Analysis, Oxnard, December 23, 2003*
23. Leighton and Associates, Inc, *Geotechnical Investigation for Residential Development, Oxnard, June 13, 2003*.
24. Secor, *Phase I Environmental Site Assessment Report, Oxnard, May 15, 2003*.
25. San Buenaventura Research Associates, *Historic Resources Evaluation, March 5, 2004*.

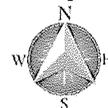
ATTACHMENT B
Vicinity Map

Vicinity Map



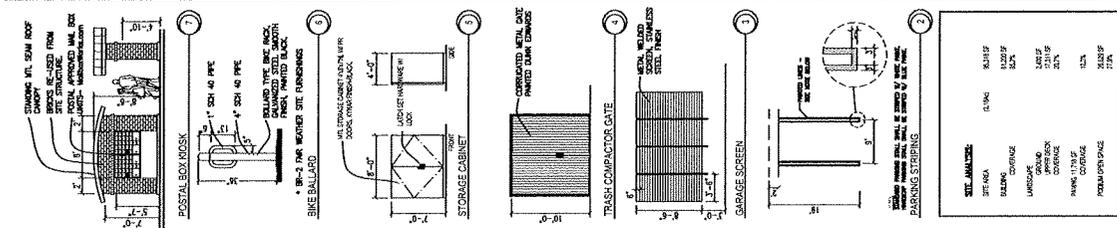
Oxnard Planning
July 10, 2008

Vicinity Map

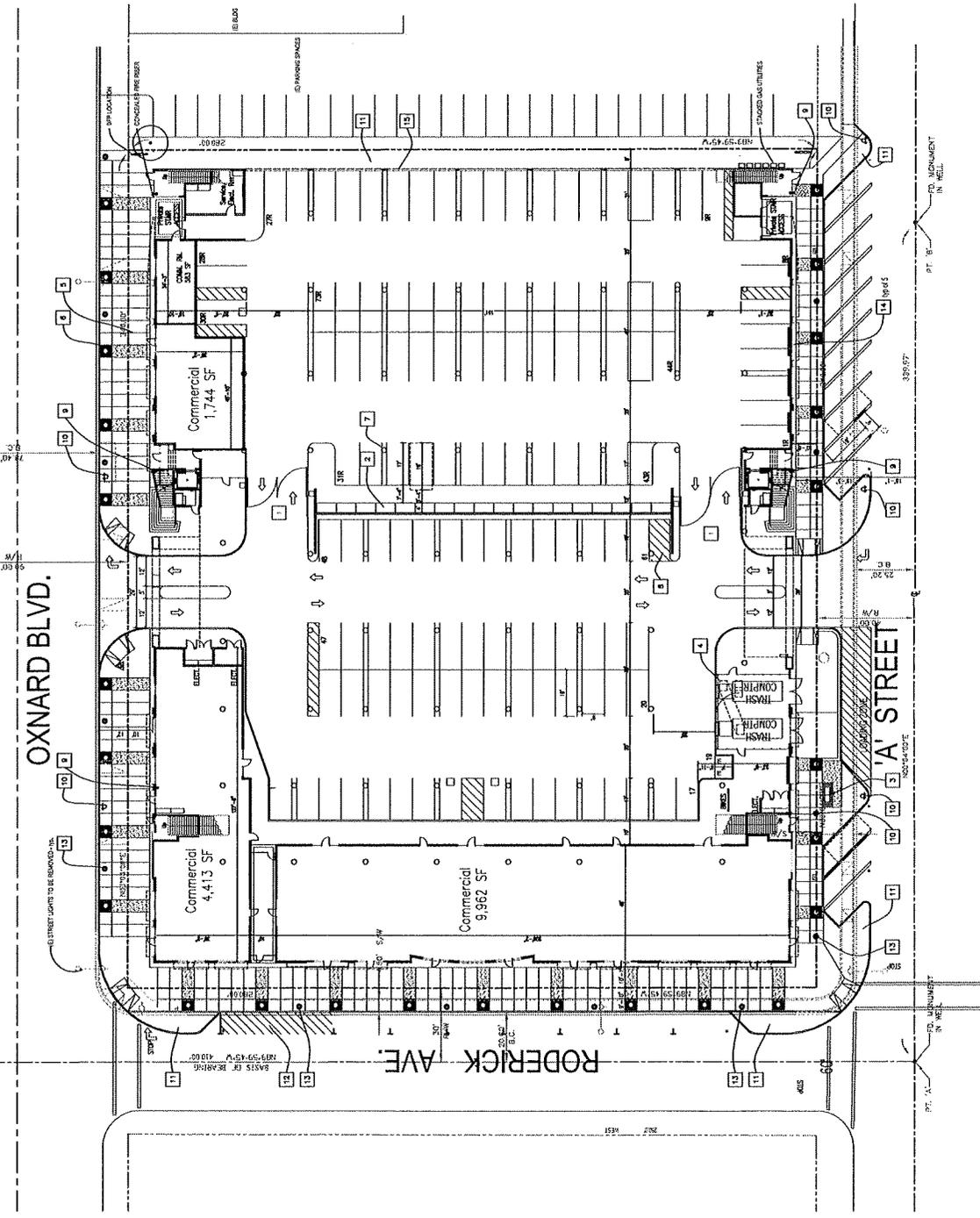


ATTACHMENT C
Reduced Project Plans

KEY NOTES
1 PRIVATE PARKING SECURITY GATES W/ BIOME BOX.
2 STAKE LINDS FOR SIGNAGE - 200' CLEAR DIST.
3 MAIL BOX UNIT WITH BIOME BOX.
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ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	POSTAL BOX KIOSK	1	EA	1,200.00	1,200.00
2	STORAGE CABINET	1	EA	500.00	500.00
3	TRASH COMPUTER GATE	1	EA	1,500.00	1,500.00
4	GARAGE SCREEN	1	EA	1,000.00	1,000.00
5	PARKING STRIPING	100	LF	1.00	100.00
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SITE PLAN

COASTAL

Architectural Firm

300 Espinosa Drive, Ste 420 Oxnard, CA 93036

Phone: (805) 461-1111

Fax: (805) 461-1112

www.coastalarch.com

JUNE 25, 2008

Colonial House Master Plan
 MIXED USE
 OXNARD BLVD. / RODERICK AVE. OXNARD CA

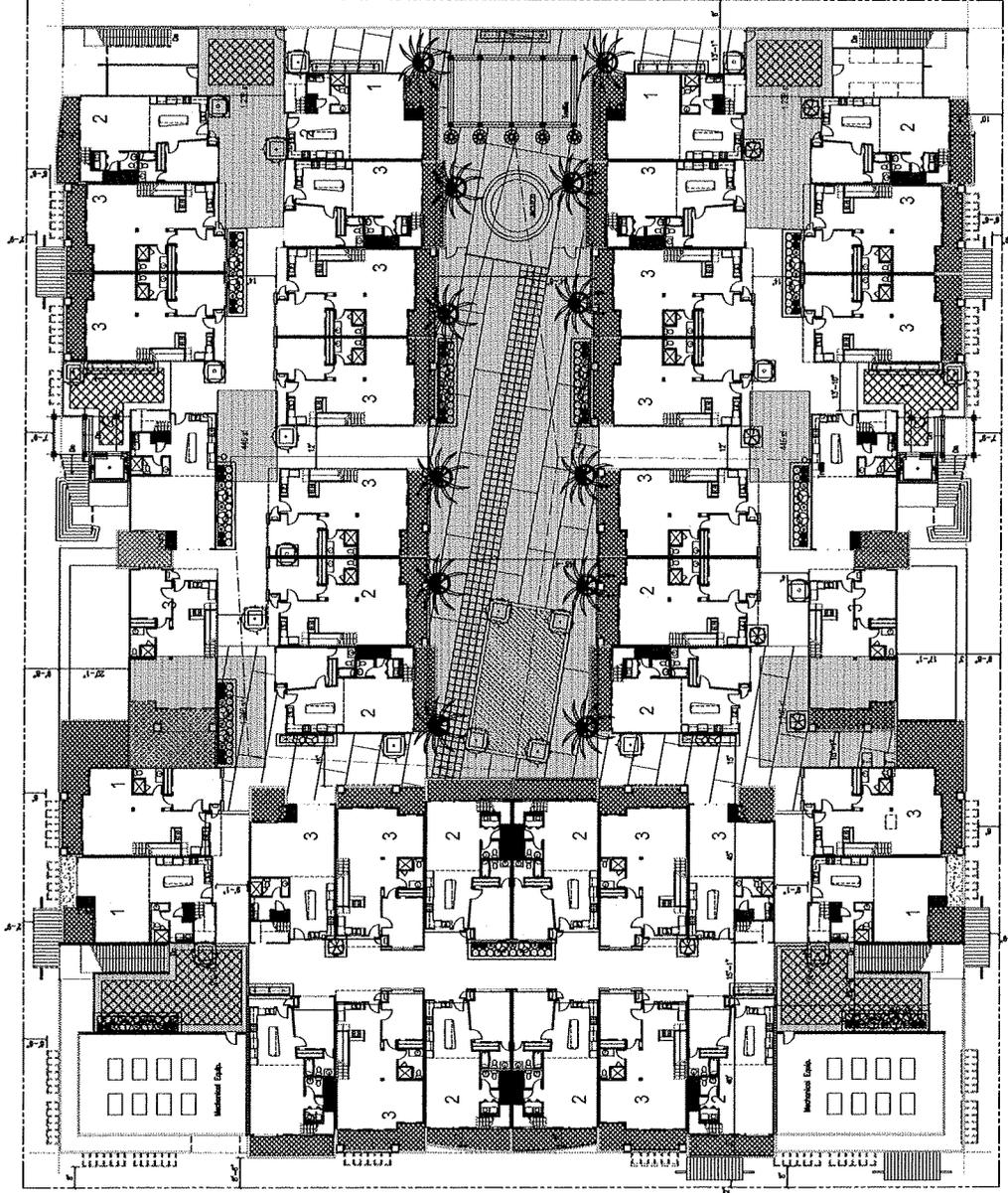
Aldersgate Investments, LLC
 300 Espinosa Drive, Ste 420 Oxnard CA 93036

KEY NOTES

Open Street (EXIST) W.A. 18,407 sf

Private Street (10' W.A.D. W.A.)

Units	S.F.
6-1	94
6-2	154
20	17,940
SUB-TOTAL	18,228
TOTAL AREA	26,629
	27.9%



1 SECOND FLOOR PLAN - AREA ANALYSIS
1/11/08

JUNE 25, 2008

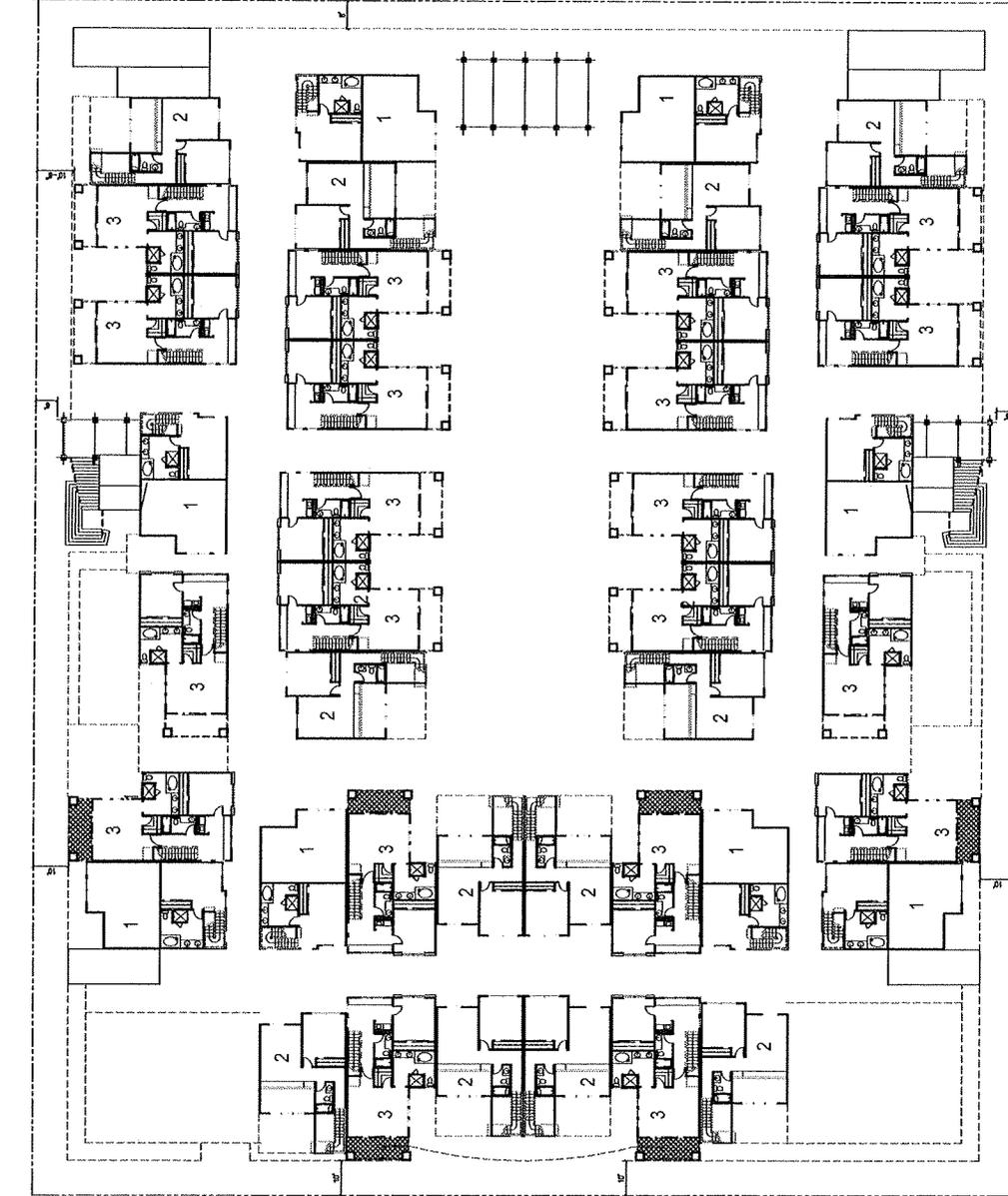
Colonial House Master Plan
MIXED USE
OXNARD BLVD. / RODERICK AVE. OXNARD CA

Aldersgate Investments, LLC
300 Espinade Drive, Ste 430 Oxnard CA 93056

AREA ANALYSIS



A2



1 THIRD FLOOR PLAN
APP-104

DATE
JUNE 25, 2008

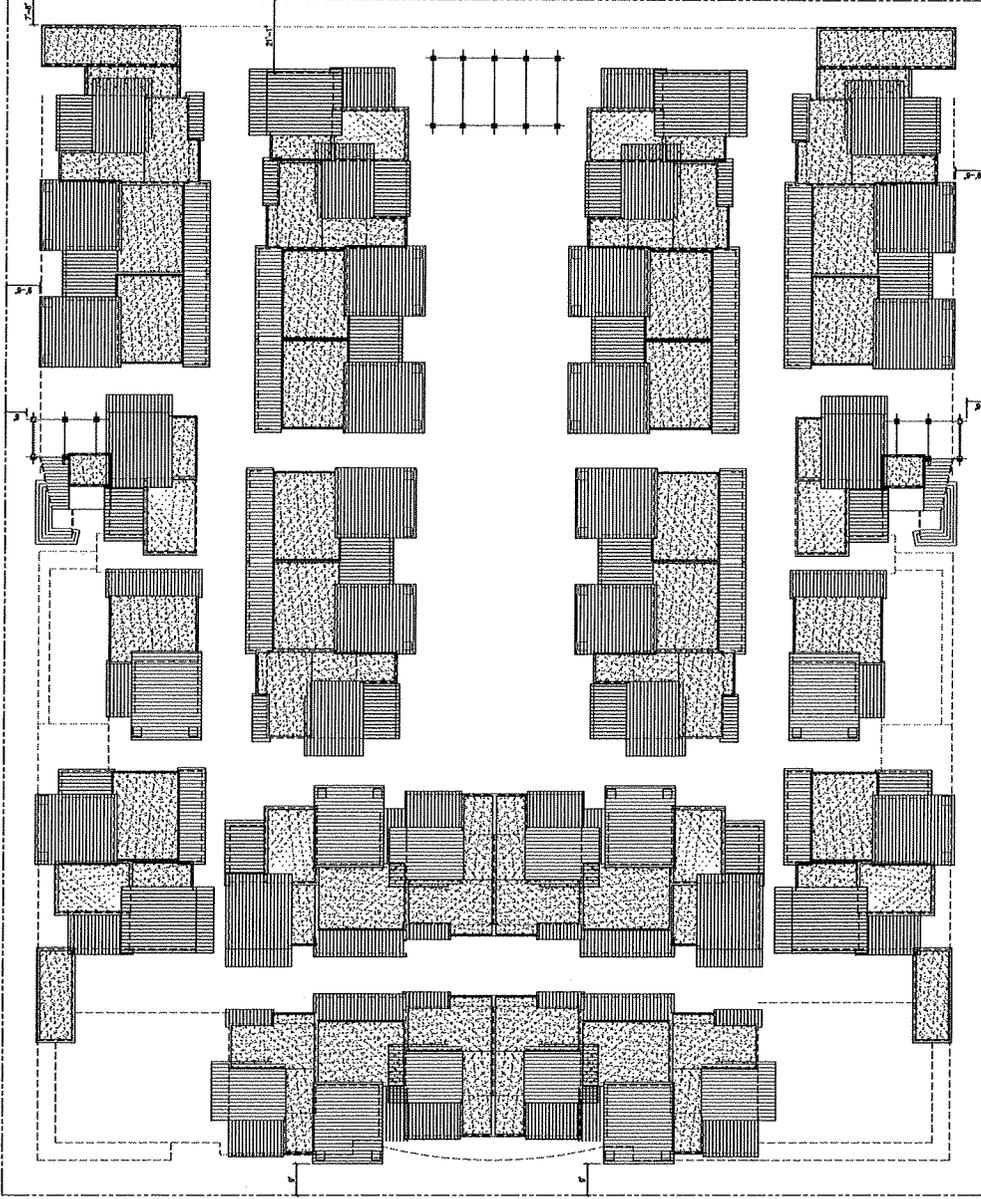
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THIRD FLOOR PLAN



A3



ROOF / FOURTH FLOOR PLAN
 1/2" = 1'-0"

ROOF PLAN

DATE
 JUNE 25, 2008



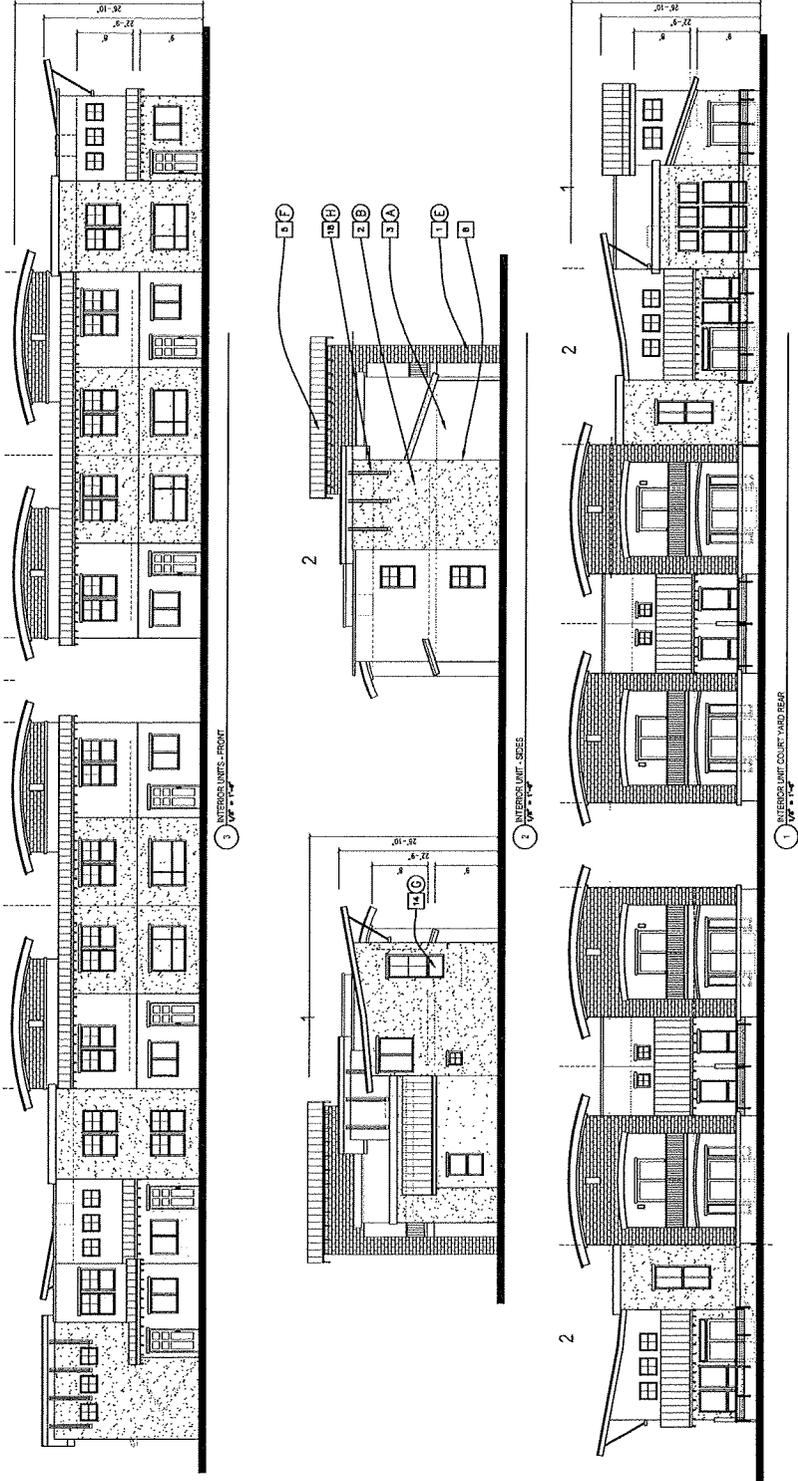
Colonial House Master Plan
 MIXED USE

OXNARD BLVD. / RODERICK AVE. OXNARD CA

Aldersgate Investments, LLC
 300 Esplanade Drive, Ste 430 Oxnard CA 93035

KEY NOTES	
1	BRICK VENEER
2	EXTERIOR STUCCO WITH MEDIUM GRAIN FINISH
3	EXTERIOR STUCCO WITH SAND FINISH
4	METAL PAINTED TRILLES EXTERIOR
5	STANDING METAL SEAM ROOF
6	ALUM. SIDING/FRONT SYSTEM
7	SPIC MOLDING
8	3/4" ALUM. STUCCO BASEL
9	2X FRAMA BOARD
10	1/2" SECURITY PANELS AT OPENINGS
11	6" MASONRY WALL
12	ALUM. TUB POLE (ON FLAG)
13	45 MIL TRILLES PAINTED
14	W/VAL WINDOW SYSTEM
15	SPIC BASE PANELS WITH CHAMFERED TOP EDGE
16	BOX 0 TOL. DIM. SCHEDING
17	PARKING LOT SIGNAGE
18	3/4" X 6" TUBE ST. - PAINTED KNOCKS

COLOR / MATERIALS	
A	EXTERIOR STUCCO - TERRAZZO POLAR FINISH DRAIN EDWARDS - TERRAZZO POLAR FINISH
B	EXTERIOR STUCCO - TERRAZZO POLAR FINISH DRAIN EDWARDS - TERRAZZO POLAR FINISH
C	EXTERIOR STUCCO - TERRAZZO POLAR FINISH DRAIN EDWARDS - TERRAZZO POLAR FINISH
D	EXTERIOR STUCCO - TERRAZZO POLAR FINISH DRAIN EDWARDS - TERRAZZO POLAR FINISH
E	BRICK VENEER - 2 1/2" X 8" COMMON BRICK ARTESIAN AND BULLOCKS BRICK
F	STANDING METAL SEAM ROOF - 24" GAUGE GALVALUME COMPLETES WITH EXTERIOR STUCCO FINISH
G	SPIC MOLDING - 3/4" ALUM. STUCCO BASEL DRAIN EDWARDS - TERRAZZO POLAR FINISH
H	METAL TRILLES - 45 MIL TRILLES PAINTED DRAIN EDWARDS - TERRAZZO POLAR FINISH



EXTERIOR ELEVATIONS



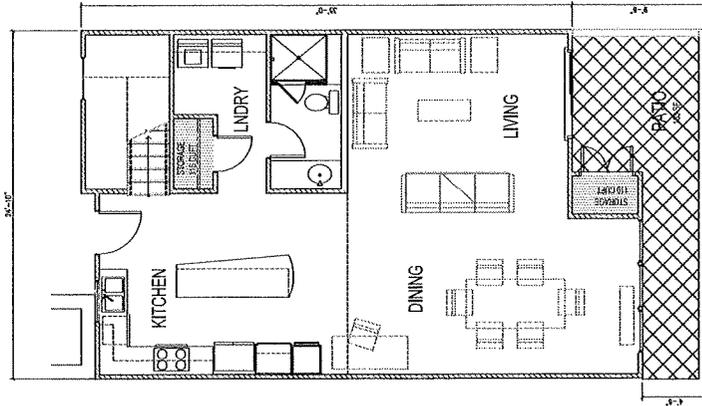
Jan. 15, 2008

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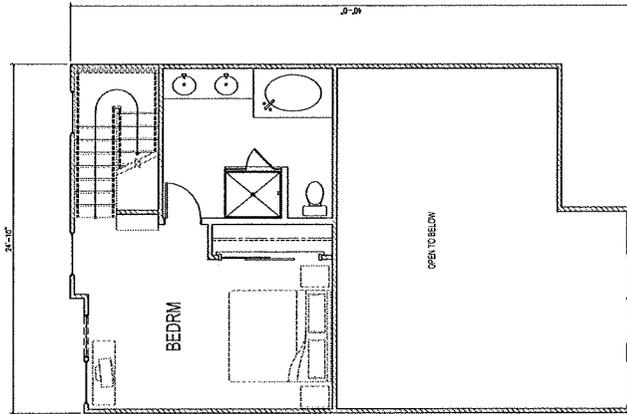
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300 Espinosa Drive, Ste 420 Oxnard CA 93036

A5.2

UNIT 1

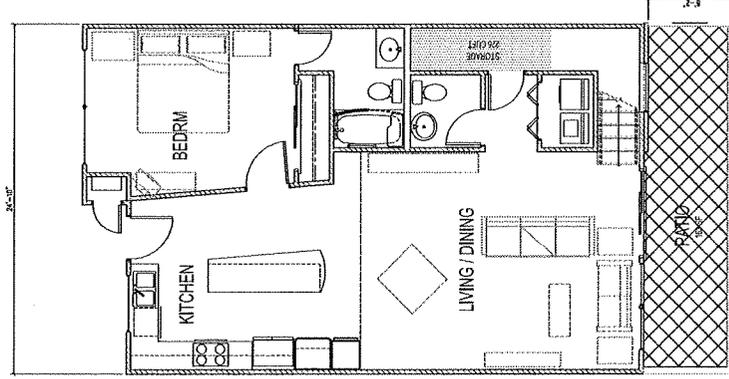


FIRST FLOOR PLAN - UNIT 1 325 SF
1/4" = 1'-0"

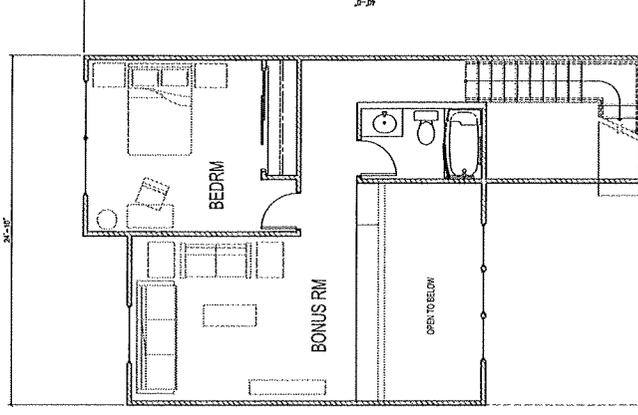


SECOND FLOOR PLAN - UNIT 1 255 SF
1/4" = 1'-0"

UNIT 2



FIRST FLOOR PLAN - UNIT 2 356 SF
1/4" = 1'-0"



SECOND FLOOR PLAN - UNIT 2 527 SF
1/4" = 1'-0"

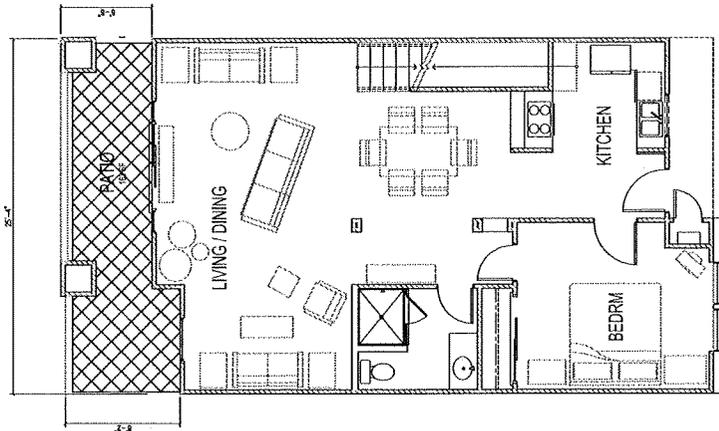


DATE: JUNE 25, 2008

Colonial House Master Plan
MIXED USE
OXNARD BLVD. / RODERICK AVE. OXNARD CA

Aldersgate Investments, LLC
300 Espinasse Drive, Ste 430 Oxnard CA 93036

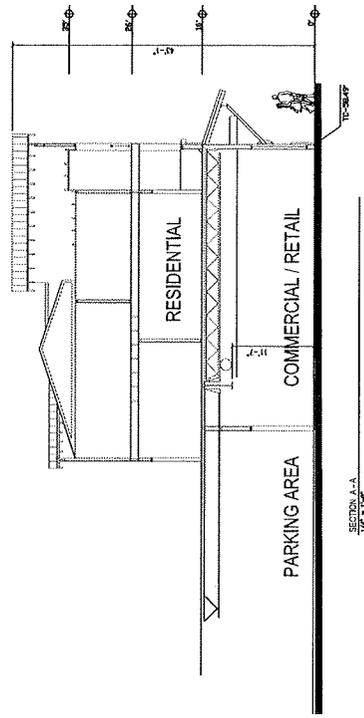
UNIT 3



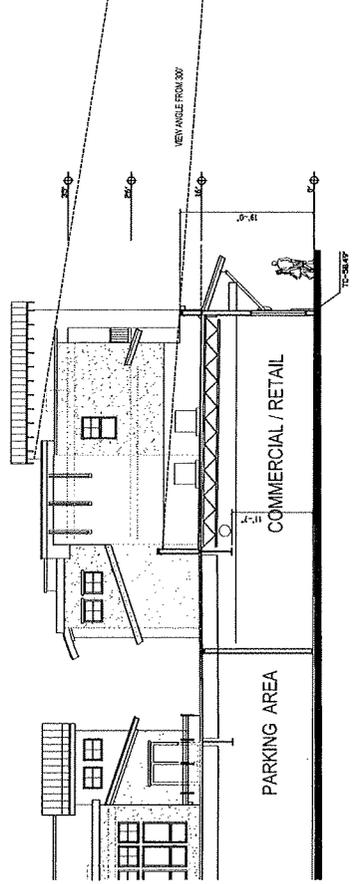
STORAGE AREA FOR UNIT 3 IS LOCATED IN THE GROUND FLOOR BY THE PARKING LOT. SEE SITE PLAN.

FIRST FLOOR PLAN - UNIT 3
1/4" = 1'-0"

SECOND FLOOR PLAN - UNIT 3
1/4" = 1'-0"



SECTION A-A
1/4" = 1'-0"



SECTION B-B
1/4" = 1'-0"

Aldersgate Investments, LLC
300 Eplanade Drive, Ste 430 Oxnard CA 93036

Colonial House Master Plan
MIXED USE
OXNARD BLVD. / RODERICK AVE. OXNARD CA

JUNE 25, 2008

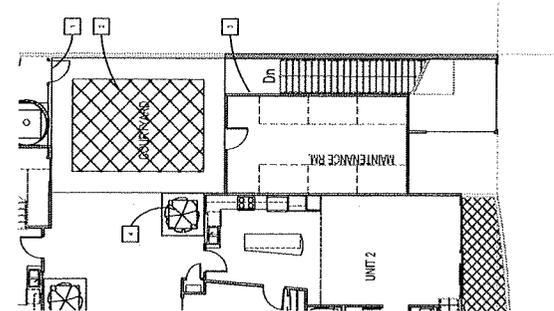
07/03/08



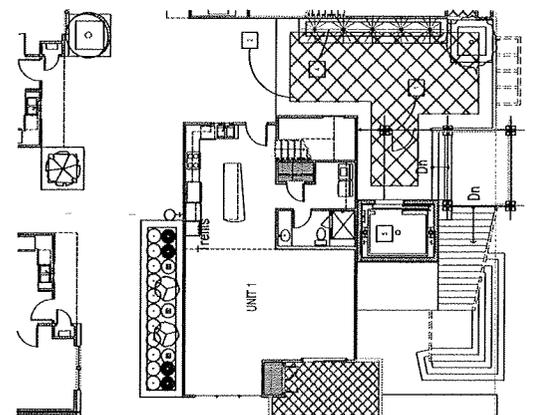
UNIT FLOOR PLANS

A7

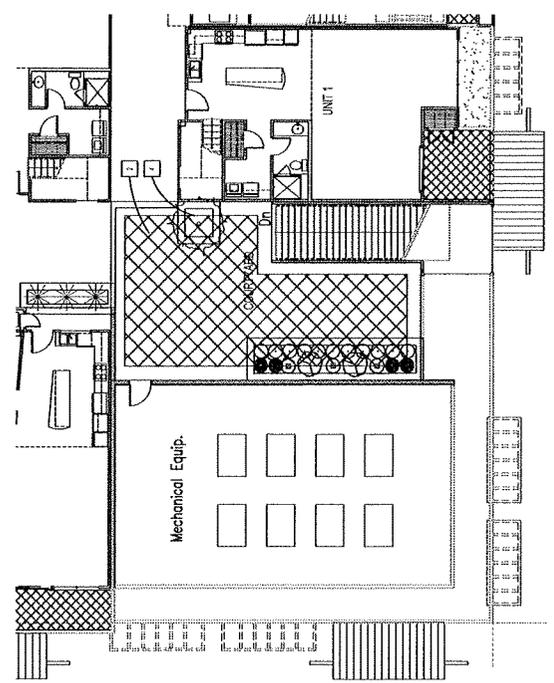
KEY NOTES	
1	SECURITY GATES W/ KEYCARD ACCESS
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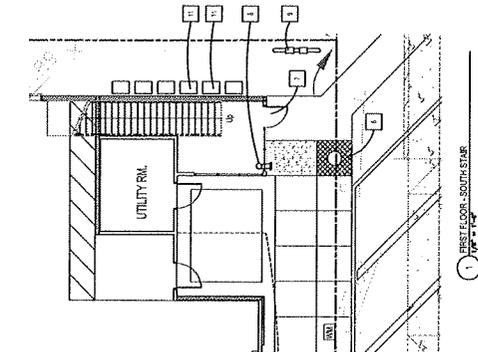
4 SECOND FLOOR - SOUTH STAIR
1/4" = 1'-0"



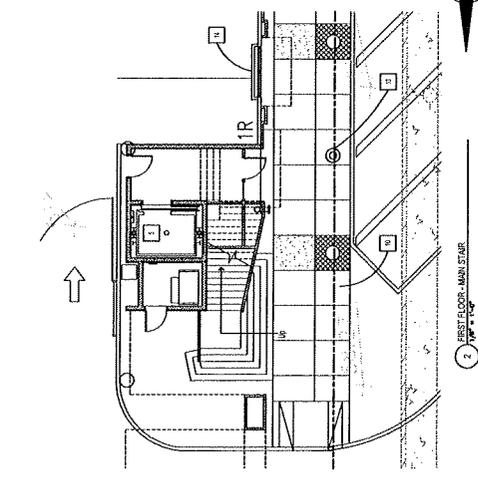
5 SECOND FLOOR - MAIN STAIR
1/4" = 1'-0"



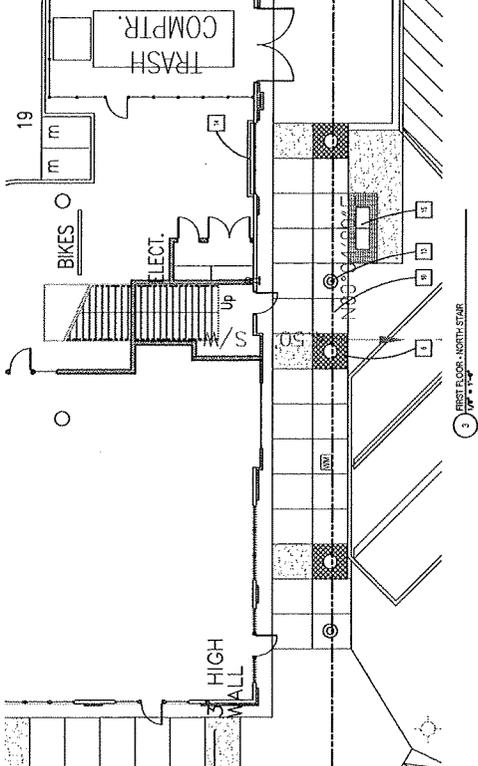
6 FIRST FLOOR - NORTH STAIR
1/4" = 1'-0"



1 FIRST FLOOR - SOUTH STAIR
1/4" = 1'-0"



2 FIRST FLOOR - MAIN STAIR
1/4" = 1'-0"



3 FIRST FLOOR - NORTH STAIR
1/4" = 1'-0"



STAIR PLANS

DATE: JUNE 26, 2008

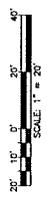
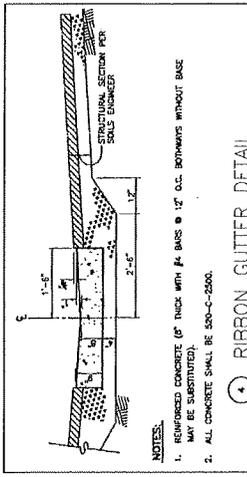
Colonial House Master Plan
MIXED USE
OXNARD BLVD. / RODERICK AVE. OXNARD CA

Aldersgate Investments, LLC
300 Esplanade Drive, Ste 430 Oxnard CA 93036

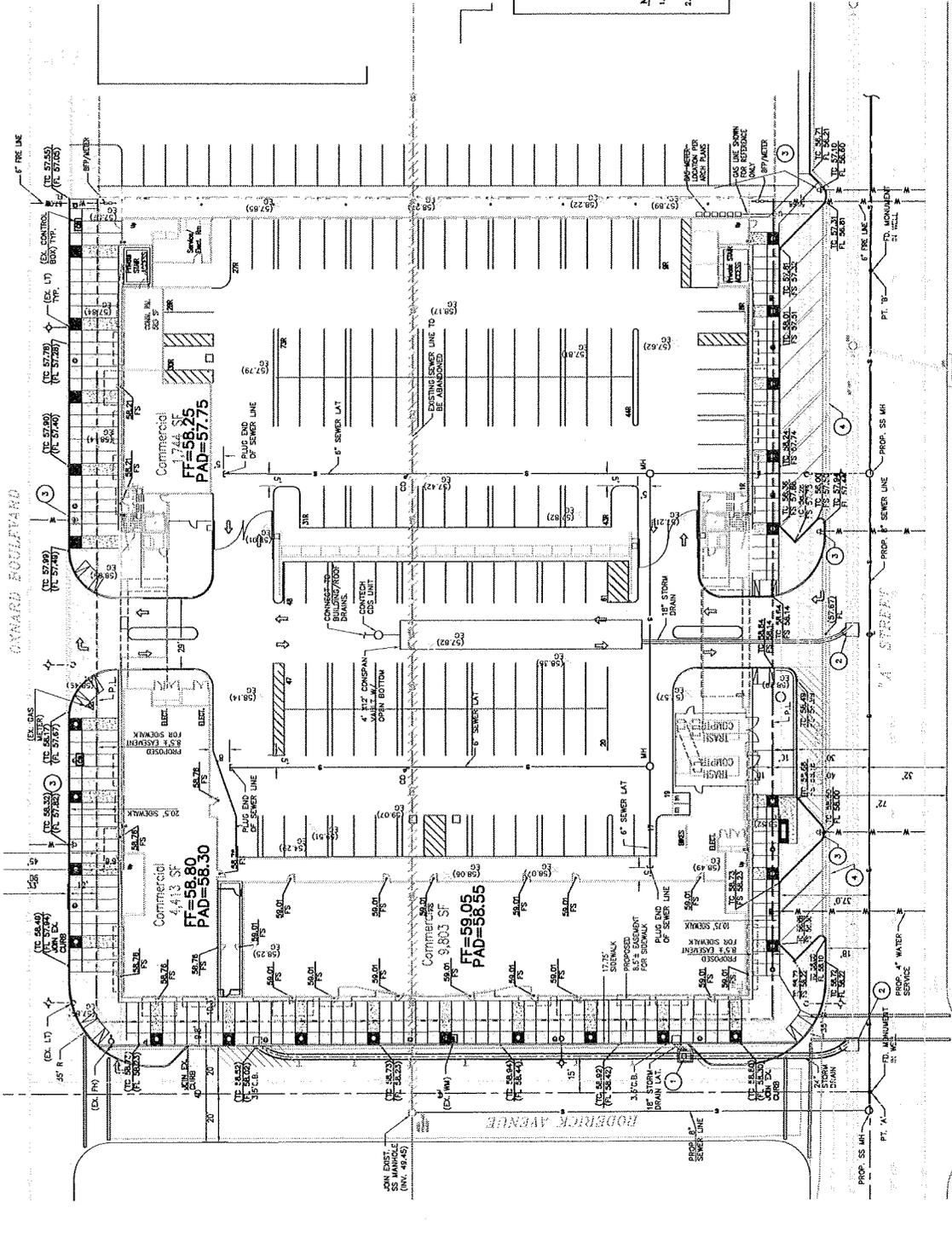


CONSTRUCTION NOTES:

1. CONCRETE FROM BANK MANHOLE PER CITY OF OMAHA STD. PLATE NO. 51.
2. CONSTRUCT STORM DRAIN JUNCTION STRUCTURE IN ACCORDANCE WITH CITY OF OMAHA STD. PLATE NO. 222.
3. CONSTRUCT FIRE HYDRANT ASSEMBLY PER CITY OF OMAHA STD. PLATE NO. 300.
4. CONSTRUCT 3" CONCRETE RIBBON GUTTER PER DETAIL SECTION.



NOTE:
INTERIOR DRAINAGE/ROOF DRAINAGE TO BE COORDINATED WITH STRUCTURAL AND PLUMBING PLANS.



Development Services Department
COLONIAL HOUSE
 PRELIMINARY GRADING/UTILITY PLAN
 ADDRESS: 1701 GODDARD AVE., OMAHA, NE 68102-1000
 PROJECT NUMBER: 2012-0002
 SHEET NUMBER: 1701 GODDARD AVE. (1701) SHEET 01 OF 02
 DATE: 05/14/12

REGIONS

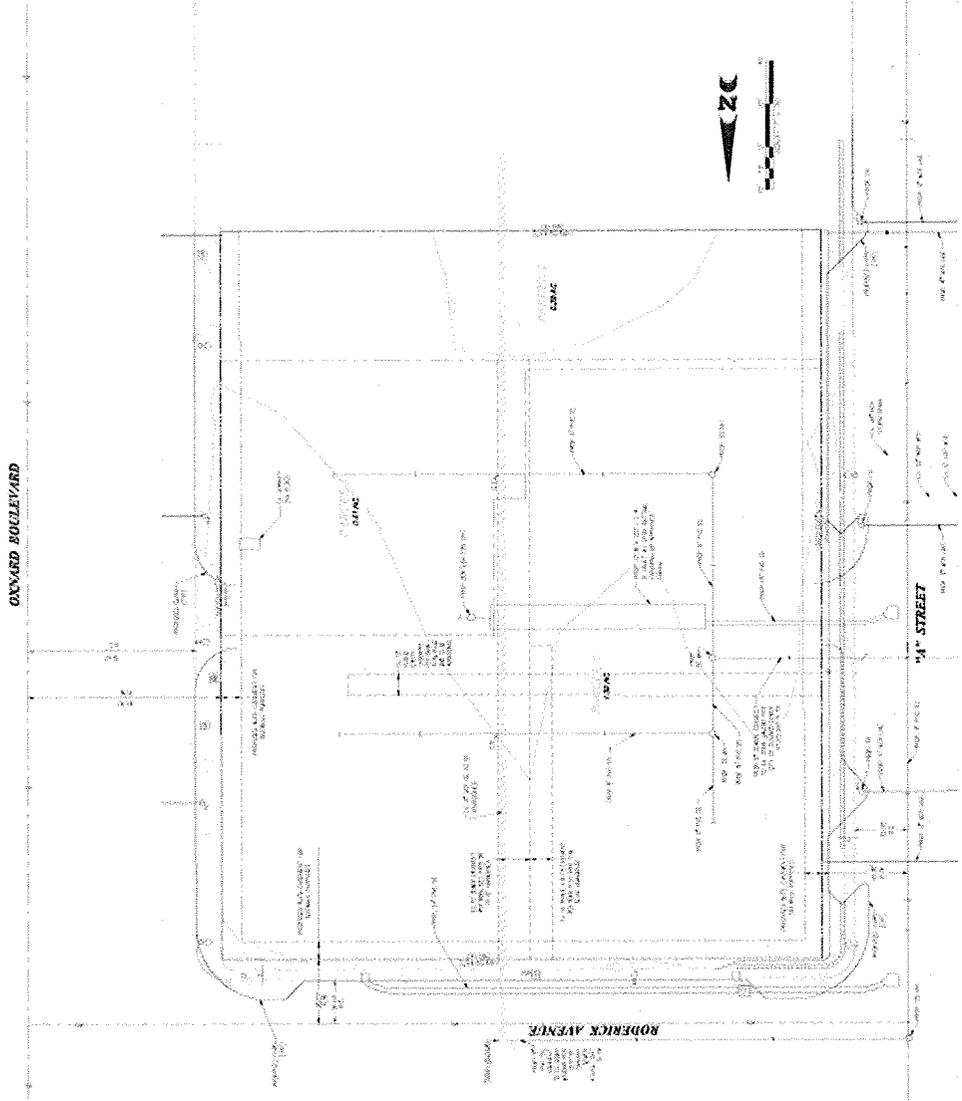
NO. 001	REGIONS
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PREPARED BY: **HUITZ-ZOLARS**
 2335 South 30th Street
 Omaha, NE 68105-4879
 Phone: (402) 491-8000 Fax: (402) 491-8079
 E-MAIL: PHIL.V@HUITZ-ZOLARS.COM DATE: 05/14/12
 R.C.E. No. 502258

DIGBERT

IMPORTANT NOTICE
 SECTION 476/477 OF THE GOVERNMENT CODE
 REQUIRES THAT ANY PERMIT TO EXCAVATE
 BE ISSUED BEFORE A PERMIT TO EXCAVATE
 WILL BE VALID FOR YOUR DIGALITY ID NUMBER
 CALL TOLL FREE 1-800-422-4133
 TWO WORKING DAYS BEFORE YOU DIG

TENTATIVE TRACT NO. 5796 COLONIAL HOUSE IN THE CITY OF OXNARD FOR CONDOMINIUM PURPOSES



- NOTES**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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LEGAL DESCRIPTION

Tract 5796, containing approximately 1.00 acre, more or less, located in the City of Oxnard, California, County of Santa Barbara, and is more particularly described as follows: ...

STATEMENT OF OWNERSHIP

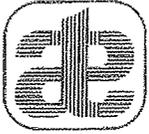
STATEMENT OF OWNERSHIP FOR TRACT NO. 5796, CITY OF OXNARD, CALIFORNIA. ...

LAND USE SUMMARY

LAND USE SUMMARY FOR TRACT NO. 5796, CITY OF OXNARD, CALIFORNIA. ...

SUBDIVIDER: HUNTZMANS REALTY, INC. 1000 WEST OXNARD AVENUE OXNARD, CALIFORNIA 93030 (805) 325-1111	TRACT NO. 5796 CITY OF OXNARD COUNTY OF SANTA BARBARA
DATE: 08/15/2011 DRAWN BY: [Name] CHECKED BY: [Name]	SHEET NO. 1 TOTAL SHEETS: 1

ATTACHMENT D
Traffic Study dated July 30, 2008



ASSOCIATED TRANSPORTATION ENGINEERS

100 N. Hope Avenue, Suite 4, Santa Barbara, CA 93110 • (805) 687-4418 • FAX (805) 682-8509

Since 1978

Richard L. Pool, P.E.
Scott A. Schell, AICP FTP

July 30, 2008

07088R02.WP

Mr. Matt Mansi
MGA Development
300 Esplanade Drive
Oxnard, California 93036

TRAFFIC IMPACT ANALYSIS FOR COLONIAL HOUSE MASTER PLAN, CITY OF OXNARD, CALIFORNIA

Associated Transportation Engineers (ATE) has prepared the following traffic impact analysis for the Colonial House Master Plan in the City of Oxnard. The analysis focuses on the traffic that would be generated by the project and its potential to generate significant impacts to local area street system; specifically the STOP-sign controlled Oxnard Boulevard/Roderick Avenue and the "A" Street/Roderick Avenue intersections adjacent to the project site.

PROJECT DESCRIPTION

The subject project is located on an undeveloped parcel in the downtown area of the City of Oxnard, between State Route 1 (Oxnard Boulevard) and "A" Street south of Roderick Avenue, as illustrated on Figure 1. Regional and direct access to the site is provided by State Route 1 (Oxnard Boulevard). The project is a mixed-use development consisting of 40 residential condominiums and 15,960 square feet of retail commercial space as illustrated on Figure 2.

TRIP GENERATION

Trip generation estimates were developed for the project assuming 40 residential condominiums and 15,960 square feet of retail commercial space. Table 1 shows the trip generation calculations for the project based on trip generation rates contained in the Institute of Transportation Engineers (ITE), Trip Generation, 7th Edition¹. As shown, the project generates an estimated 859 ADT, with 35 trips occurring during the A.M. peak hour period and 73 trips occurring during the P.M. peak hour period.

¹ Trip Generation, Institute of Transportation Engineers, 7th Edition, 2003.

**Table 1
Project Trip Generation**

Land Use	Size	ADT	A.M. Peak Hour			P.M. Peak Hour		
			Entering	Exiting	Total	Entering	Exiting	Total
Condominium	40 d.u.'s	648	11	8	19	24	30	54
Retail Commercial	15,960 sq.ft.	211	3	13	16	13	6	19
Total Trip Generation:		859	14	21	35	37	36	73

IMPACT THRESHOLD CRITERIA

The City of Oxnard's criteria for evaluating project impacts at intersections is based upon the change in ICU/LOS attributable to the project. If an intersection operates in the LOS "D", "E" or "F" ranges under the existing-plus-pending or "baseline" scenario and a change in ICU of 0.02 or greater is generated by the project under study, the impact of the project is considered significant. The level of service must then be mitigated to the ICU level identified without the project traffic.

POTENTIAL IMPACTS

Project-Specific Impacts

The project generates an estimate 859 ADT, with 35 trips occurring during the A.M. peak hour period and 73 trips occurring during the P.M. peak hour period as shown in Table 1. This level of new traffic generally does not require a traffic impact study to evaluate traffic impacts. Existing traffic counts were collected at the two study-area intersections on July 8, 2008. The existing traffic counts at the State Route 1/Roderick Avenue intersection were adjusted to account for school traffic not present during the summer break. City staff provided ATE with the A.M. (20%) and P.M. (10%) peak hour adjustment factors. Existing traffic volumes at the two study-area intersections are illustrated on Figure 3. As shown on the attached LOS worksheets, the two study-area intersections currently operate in the LOS "C" range during the A.M. and P.M. peak hour periods. With the addition of project traffic the study-area intersections will continue to operate in the LOS "C" range as shown on the attached LOS worksheets. The project would add less than 50 peak hour trips to the study-area intersections as shown in Figure 4. Existing + project traffic volumes are illustrated on Figure 5. Project traffic would not significantly impact the unsignalized State Route 1/Roderick Avenue and the "A" Street/Roderick Avenue intersections or the local street system in the vicinity of the project site.

Cumulative Impacts

Cumulative project impacts to the study-area intersections were evaluated based on output from the Oxnard Traffic Model. Figures 6 and 7 illustrate the cumulative and cumulative + project traffic volumes. As shown on the attached LOS worksheets, the two study-area intersections would operate in the LOS "C" range under cumulative conditions during the A.M. and P.M. peak hour periods. With the addition of project traffic the study-area intersections would continue to operate in the LOS "C" range as shown on the attached LOS worksheets.

Therefore, the project traffic would not significantly impact the unsignalized State Route 1/Roderick Avenue and the "A" Street/Roderick Avenue intersections or the local street system in the vicinity of the project site. The project will be subject to the City's traffic fees for its traffic contribution and therefore will pay the traffic fee to mitigate the cumulative effect of the project.

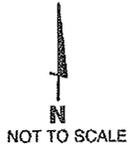
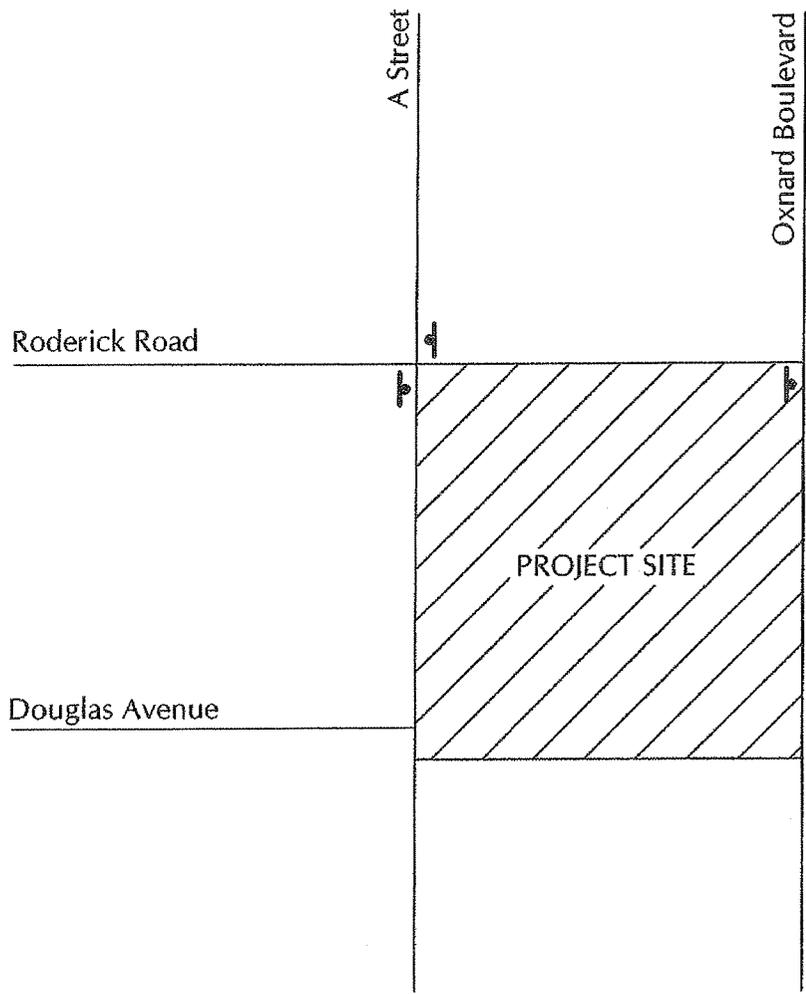
Associated Transportation Engineers



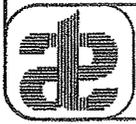
By: Darryl F. Nelson, PTP
Senior Transportation Planner

DFN/wp

attachments: Figures 1 - 7
LOS Worksheets



- LEGEND
-  - Stopped Approach
 -  - Project Site



ASSOCIATED
TRANSPORTATION
ENGINEERS

EXISTING STREET NETWORK AND PROJECT SITE LOCATION

FIGURE 1

JJK - 07088

ATTACHMENT E
Air Emission Modeling

Combined Annual Emissions Reports (Tons/Year)

File Name: G:\PLNG\Hollee\Colonial Mixed-Use\ENV\urbemis model.urb924

Project Name: 40 unit condominium, 16,000 square feet commercial space

Project Location: Ventura County APCD

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>
2007 TOTALS (tons/year unmitigated)	0.04	0.35	0.18	0.00	0.24	0.02	0.26	0.05
2007 TOTALS (tons/year mitigated)	0.04	0.35	0.18	0.00	0.24	0.02	0.26	0.05
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008 TOTALS (tons/year unmitigated)	1.04	1.78	1.46	0.00	0.10	0.12	0.23	0.02
2008 TOTALS (tons/year mitigated)	1.04	1.78	1.46	0.00	0.10	0.12	0.23	0.02
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

AREA SOURCE EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10</u>	<u>PM2.5</u>	<u>CO2</u>
TOTALS (tons/year, unmitigated)	0.71	0.09	1.31	0.00	0.15	0.15	118.78
TOTALS (tons/year, mitigated)	0.71	0.09	1.31	0.00	0.15	0.15	118.78
Percent Reduction	0.00	0.00	0.00	NaN	0.00	0.00	0.00

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OPERATIONAL (VEHICLE) EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10</u>	<u>PM2.5</u>	<u>CO2</u>
TOTALS (tons/year, unmitigated)	0.83	0.91	9.41	0.00	1.17	0.22	635.24
TOTALS (tons/year, mitigated)	0.69	0.73	7.62	0.00	0.94	0.18	513.68
Percent Reduction	16.87	19.78	19.02	NaN	19.66	18.18	19.14

SUM OF AREA SOURCE AND OPERATIONAL EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10</u>	<u>PM2.5</u>	<u>CO2</u>
TOTALS (tons/year, unmitigated)	1.54	1.00	10.72	0.00	1.32	0.37	754.02
TOTALS (tons/year, mitigated)	1.40	0.82	8.93	0.00	1.09	0.33	632.46
Percent Reduction	9.09	18.00	16.70	NaN	17.42	10.81	16.12

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5 Dust</u>	<u>PM2.5</u>	<u>CO2</u>
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2008		1.04	1.78	1.46	0.00	0.10	0.12	0.23	0.02	0.11	0.14	195.25
Asphalt 12/28/2007-01/11/2008		0.02	0.08	0.05	0.00	0.00	0.01	0.01	0.00	0.01	0.01	7.18
Paving Off-Gas		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving Off Road Diesel		0.01	0.08	0.04	0.00	0.00	0.01	0.01	0.00	0.01	0.01	5.72
Paving On Road Diesel		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.53
Paving Worker Trips		0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.92
Fine Grading 11/30/2007-01/11/2008		0.02	0.13	0.07	0.00	0.10	0.01	0.10	0.02	0.01	0.03	10.57
Fine Grading Dust		0.00	0.00	0.00	0.00	0.10	0.00	0.10	0.02	0.00	0.02	0.00
Fine Grading Off Road Diesel		0.01	0.13	0.06	0.00	0.00	0.01	0.01	0.00	0.01	0.01	10.11
Fine Grading On Road Diesel		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fine Grading Worker Trips		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.46
Building 01/11/2008-08/22/2008		0.34	1.57	1.34	0.00	0.00	0.11	0.11	0.00	0.10	0.10	176.70
Building Off Road Diesel		0.33	1.47	0.95	0.00	0.00	0.11	0.11	0.00	0.10	0.10	130.51
Building Vendor Trips		0.01	0.08	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.00
Building Worker Trips		0.01	0.02	0.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.20
Coating 08/08/2008-09/05/2008		0.66	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.79
Architectural Coating		0.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips		0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.79

Phase Assumptions

Phase: Fine Grading 11/30/2007 - 1/11/2008 - Default Fine Site Grading Description

Total Acres Disturbed: 4.36

Maximum Daily Acreage Disturbed: 1.09

Fugitive Dust Level of Detail: Default

20 lbs per acre-day

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On Road Truck Travel (VMT): 0

Off-Road Equipment:

- 1 Graders (174 hp) operating at a 0.61 load factor for 6 hours per day
- 1 Rubber Tired Dozers (357 hp) operating at a 0.59 load factor for 6 hours per day
- 1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day
- 1 Water Trucks (189 hp) operating at a 0.5 load factor for 8 hours per day

Phase: Paving 12/28/2007 - 1/11/2008 - Default Paving Description

Acres to be Paved: 1.09

Off-Road Equipment:

- 4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
- 1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
- 1 Paving Equipment (104 hp) operating at a 0.53 load factor for 8 hours per day
- 1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
- 1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 1/11/2008 - 8/22/2008 - Default Building Construction Description

Off-Road Equipment:

- 1 Cranes (399 hp) operating at a 0.43 load factor for 6 hours per day
- 2 Forklifts (145 hp) operating at a 0.3 load factor for 6 hours per day
- 1 Generator Sets (49 hp) operating at a 0.74 load factor for 8 hours per day
- 1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day
- 3 Welders (45 hp) operating at a 0.45 load factor for 8 hours per day

Phase: Architectural Coating 8/8/2008 - 9/5/2008 - Default Architectural Coating Description

- Rule: Residential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
- Rule: Residential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
- Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
- Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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2008	1.04	1.78	1.46	0.00	0.10	0.12	0.23	0.02	0.11	0.14	195.25
Asphalt 12/28/2007-01/11/2008	0.02	0.08	0.05	0.00	0.00	0.01	0.01	0.00	0.01	0.01	7.18
Paving Off-Gas	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving Off Road Diesel	0.01	0.08	0.04	0.00	0.00	0.01	0.01	0.00	0.01	0.01	5.72
Paving On Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.53
Paving Worker Trips	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.92
Fine Grading 11/30/2007-01/11/2008	0.02	0.13	0.07	0.00	0.10	0.01	0.10	0.02	0.01	0.03	10.57
Fine Grading Dust	0.00	0.00	0.00	0.00	0.10	0.00	0.10	0.02	0.00	0.02	0.00
Fine Grading Off Road Diesel	0.01	0.13	0.06	0.00	0.00	0.01	0.01	0.00	0.01	0.01	10.11
Fine Grading On Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fine Grading Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.46
Building 01/11/2008-08/22/2008	0.34	1.57	1.34	0.00	0.00	0.11	0.11	0.00	0.10	0.10	176.70
Building Off Road Diesel	0.33	1.47	0.95	0.00	0.00	0.11	0.11	0.00	0.10	0.10	130.51
Building Vendor Trips	0.01	0.08	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.00
Building Worker Trips	0.01	0.02	0.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.20
Coating 08/08/2008-09/05/2008	0.66	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.79
Architectural Coating	0.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.79

Construction Related Mitigation Measures

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Area Source Unmitigated Detail Report:

AREA SOURCE EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

Source	ROG	NOx	CO	SO2	PM10	PM2.5	CO2
Natural Gas	0.01	0.07	0.04	0.00	0.00	0.00	93.64
Hearth	0.25	0.02	0.98	0.00	0.15	0.15	24.65
Landscape	0.02	0.00	0.29	0.00	0.00	0.00	0.49
Consumer Products	0.36						
Architectural Coatings	0.07						
TOTALS (tons/year, unmitigated)	0.71	0.09	1.31	0.00	0.15	0.15	118.78

Area Source Mitigated Detail Report:

AREA SOURCE EMISSION ESTIMATES Annual Tons Per Year, Mitigated

Source	ROG	NOx	CO	SO2	PM10	PM2.5	CO2
Natural Gas	0.01	0.07	0.04	0.00	0.00	0.00	93.64
Hearth	0.25	0.02	0.98	0.00	0.15	0.15	24.65
Landscape	0.02	0.00	0.29	0.00	0.00	0.00	0.49
Consumer Products	0.36						
Architectural Coatings	0.07						
TOTALS (tons/year, mitigated)	0.71	0.09	1.31	0.00	0.15	0.15	118.78

Area Source Mitigation Measures Selected

Mitigation Description Percent Reduction

[Area Source Changes to Defaults](#)

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Operational Unmitigated Detail Report:

OPERATIONAL EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

<u>Source</u>	ROG	NOX	CO	SO2	PM10	PM25	CO2
Condo/townhouse general	0.52	0.56	5.83	0.00	0.72	0.14	392.11
General office building	0.31	0.35	3.58	0.00	0.45	0.08	243.13
TOTALS (tons/year, unmitigated)	0.83	0.91	9.41	0.00	1.17	0.22	635.24

Operational Mitigated Detail Report:

OPERATIONAL EMISSION ESTIMATES Annual Tons Per Year, Mitigated

<u>Source</u>	ROG	NOX	CO	SO2	PM10	PM25	CO2
Condo/townhouse general	0.52	0.56	5.83	0.00	0.72	0.14	392.11
General office building	0.17	0.17	1.79	0.00	0.22	0.04	121.57
TOTALS (tons/year, mitigated)	0.69	0.73	7.62	0.00	0.94	0.18	513.68

Operational Mitigation Options Selected

Residential Mitigation Measures

Residential Mix of Uses Mitigation

Percent Reduction in Trips is 0% (calculated as a % of 9.57 trips/day)

Note that the above percent is applied to a baseline of 9.57 and that product is subtracted from the Unmitigated Trips

Inputs Selected:

The number of housing units within a 1/2 mile radius of the project, plus the number of residential units included in the project are 0.

The employment for the study area (within a 1/2 mile radius of the project) is 0.

Operational Mitigation Options Selected

Residential Mitigation Measures

Residential Local-Serving Retail Mitigation

Percent Reduction in Trips is 0% (calculated as a % of 9.57 trips/day))

Note that the above percent is applied to a baseline of 9.57 and that product is subtracted from the Unmitigated Trips

Inputs Selected:

The Presence of Local-Serving Retail checkbox was NOT selected.

Residential Pedestrian/Bicycle Friendliness Mitigation

Percent Reduction in Trips is 0% (calculated as a % of 9.57 trips/day)

Note that the above percent is applied to a baseline of 9.57 and that product is subtracted from the Unmitigated Trips

Inputs Selected:

The Number of Intersections per Square Mile is 0

The Percent of Streets with Sidewalks on One Side is 0%

The Percent of Streets with Sidewalks on Both Sides is 0%

The Percent of Arterials/Collectors with Bike Lanes or where Suitable,

Direct Parallel Routes Exist is 0%

Nonresidential Mitigation Measures

Non-Residential Mix of Uses Mitigation

Non-Residential Mitigation Measures

Percent Reduction in Trips is 0%

Inputs Selected:

The number of housing units within a 1/2 mile radius of the project, plus the number of residential units included in the project are 0.

The employment for the study area (within a 1/2 mile radius of the project) is 0.

Non-Residential Local-Serving Retail Mitigation

Percent Reduction in Trips is 0%

Inputs Selected:

The Presence of Local-Serving Retail checkbox was NOT selected.

Non-Residential Pedestrian/Bicycle Friendliness Mitigation

Percent Reduction in Trips is 0%

Inputs Selected:

The Number of Intersections per Square Mile is 0

The Percent of Streets with Sidewalks on One Side is 0%

The Percent of Streets with Sidewalks on Both Sides is 0%

The Percent of Arterials/Collectors with Bike Lanes or where Suitable,

Direct Parallel Routes Exist is 0%

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Nonresidential Mitigation Measures

Non-Residential Parking Supply Mitigation for General office building

Percent Reduction in Trips is 50%

The Parking Supply reduction is larger than the sum of Mix of Uses, Local Serving Retail,

Transit Service and Bike/Ped mitigation measures: 0%

Therefore the Parking Supply percent will be used in place of these other mitigation reductions.

Inputs Selected:

For the 16 units of General office building the Parking Provision was set to 0

The ITE Parking Rate manual states that: 727.04 spaces should be provided.

Operational Settings:

Does not include correction for passby trips

Does not include double counting adjustment for internal trips

Analysis Year: 2009 Season: Annual

Erfac: Version : Erfac2007 V2.3 Nov 1 2006

Summary of Land Uses

Land Use Type	Acreage	Trip Rate	Unit Type	No. Units	Total Trips	Total VMT
Condo/townhouse general	2.18	6.70	dwelling units	40.00	268.00	2,291.32
General office building		11.01	1000 sq ft	16.00	176.16	1,427.34
					444.16	3,718.66

Vehicle Fleet Mix

Vehicle Type	Percent Type	Non-Catalyst	Catalyst	Diesel
Light Auto	47.1	1.9	97.7	0.4
Light Truck < 3750 lbs	8.7	3.4	90.9	5.7
Light Truck 3751-5750 lbs	23.5	0.9	99.1	0.0
Med Truck 5751-8500 lbs	11.5	0.9	99.1	0.0
Lite-Heavy Truck 8501-10,000 lbs	1.7	0.0	82.4	17.6
Lite-Heavy Truck 10,001-14,000 lbs	0.5	0.0	60.0	40.0
Med-Heavy Truck 14,001-33,000 lbs	0.7	0.0	28.6	71.4
Heavy-Heavy Truck 33,001-60,000 lbs	0.2	0.0	0.0	100.0
Other Bus	0.0	0.0	0.0	0.0
Urban Bus	0.0	0.0	0.0	0.0
Motorcycle	4.5	73.3	26.7	0.0
School Bus	0.1	0.0	0.0	100.0
Motor Home	1.5	6.7	80.0	13.3

Travel Conditions

	Residential				Commercial	
	Home-Work	Home-Shop	Home-Other	Commuter	Non-Work	Customer
Urban Trip Length (miles)	10.8	7.3	7.5	9.5	7.4	7.4
Rural Trip Length (miles)	16.8	7.1	7.9	14.7	6.6	6.6
Trip speeds (mph)	35.0	35.0	35.0	35.0	35.0	35.0
% of Trips - Residential	32.9	18.0	49.1			

Travel Conditions

	Residential	Commercial				
	Home-Work	Home-Shop	Home-Other	Commute	Non-Work	Customer
% of Trips - Commercial (by land use)				35.0	17.5	47.5

Operational Changes to Defaults

General office building

ATTACHMENT F
Applicant's Agreement to Mitigation Measures

Date: July 30, 2008

From:

Matt Mansi
Director of Acquisitions
Aldersgate Investments
300 Esplanade Drive
Suite 430
Oxnard, CA 93036

RE: Initial Study and Mitigated Negative Declaration (MND#08-02)
Planning and Zoning Permit Nos. PZ #07-500-18 (Special Use Permit)
PZ# 08-300-05 (Tentative Parcel Map)/ZC #07-570-06. The project is for development of a
2.18 acre vacant site located at 705, 711 and 747 N. Oxnard Boulevard (APN's 200-0-252-02, -
12, and -13, respectively).

To: Planning Division Manager

Pursuant to Section 15070 (Negative or Mitigated Negative Declaration Process) of the State
Guidelines implementing the California Environmental Quality Act, I/we, acting as agents for the
property owner/developer, hereby agree to all of the following:

- 1) The draft initial study identifies potentially significant effects from the project, but the study also identifies mitigation measures that would avoid or mitigate the effects to a level where clearly no significant effects would occur;
- 2) The mitigation measures are hereby incorporated into the project prior to releasing the draft initial study and mitigated negative declaration for public comment;
- 3) I/we agree to the mitigation measures as necessary to avoid or mitigate significant effects that would otherwise arise from the project. I/we accept the mitigation measures included in the draft initial study and have resolved all questions and concerns regarding the mitigation measures;
- 4) If during the public comment period and/or decision-making process, substitute or additional mitigation measures are proposed, the appropriate process must take place for determining whether or not to substitute or apply additional measures;
- 5) This agreement is binding upon the applicant for this project and any successors in interest or assignees.

This acknowledgment is binding upon the applicant and any successors in interest or assignees:



Signature

7/30/08

Date

Matt Mansi

Print Name

Dir. of Acquisitions

Title

ATTACHMENT G
Comment Letters



**VENTURA COUNTY
WATERSHED PROTECTION DISTRICT
PLANNING AND REGULATORY DIVISION**
800 South Victoria Avenue, Ventura, California 93009
Sergio Vargas, Deputy Director - 805 650-4077

DATE: August 15, 2008

TO: Hollee Brunsky, Contract Planner
City of Oxnard

FROM: Sergio Vargas, P.E. S.V.
Deputy Director

SUBJECT: Colonial House Condominiums
Mitigated Negative Declaration
Oxnard No. 08-02

The Watershed Protection District has reviewed the above MND and our comments are as follows:

Hydrology and Water Quality

The document fails to describe current and post-project runoff quantities for the project site. It recommends site drainage be routed as steeply as possible into existing storm drains off site. The text should describe existing facilities and describe how the project would not increase runoff to storm drains. Project graphics do not clearly illustrate current and post-project pervious surface quantity or placement. The District cannot evaluate if the project will increase or decrease site runoff without these data. No water quality best management practices are mentioned as part of the project, such as infiltration swales and porous pavement, which could result in less than significant change in runoff conditions following project construction. Therefore, the MND must be revised to include current and post-project quantification of pervious surfaces and site runoff.

The MND concludes water quality impacts associated with the project activities (we assume both construction and operation) would have no impact. No substantiation of this conclusion is provided. It does not even mention the need to comply with SWPPP, SWPCP, SQUIMP programs. The MND did not include a discussion of Best Management Practices (BMPs) implementation during construction to ensure no impacts to downstream resources. Therefore, it is difficult for the public and decision makers to know where BMPs would be

Page 2
MND
August 15, 2007

located, how they would be designed, or how they would function and be maintained during the construction period.

Therefore, the MND needs to be revised to include a full description of all feasible water quality and operational stormwater control mitigation measures that will be required, an analysis how these measures would in fact reduce impacts on stormwater and water quality before reaching conclusions on the significance of the impacts or the adequacy of the mitigation measures. Further, in the spirit of PRC Section 21003, NPDES and/or SWPPP requirements should be routinely discussed in publicly circulated CEQA documents so as to allow for meaningful public comment and consideration by decision makers.

End of Text



**PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT
Traffic, Advance Planning & Permits Division**

MEMORANDUM

DATE: August 20, 2008

TO: Resource Management Agency, Planning Division
Attention: Kari Finley

FROM: Nazir Lalani, Deputy Director

SUBJECT: REVIEW OF DOCUMENT 08-034, COLONIAL HOUSE MIXED USE DEVELOPMENT
Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration (MND).
Project is for a mixed-use building with commercial and condominium uses located at 705, 711, and 747 Oxnard Blvd., Oxnard (city).
Project Applicant: Aldersgate Investment, LLC
Lead Agency: **City of Oxnard**
APN 200-0-252-02, 12, 13

Pursuant to your request, the Public Works Agency -- Transportation Department has reviewed the Draft EIR for the Colonial House Mixed-Use Development. The project proposal is for development of a 2.18 acre vacant site, to include: 1) A Tentative Parcel Map for condominium purposes; 2) Approximately 16,000 SF of commercial space; 3) Special Use Permit/Planned Residential Group for 40 condominium units (8-one bedroom units, 14-two bedroom units, 18-three bedroom units), 4) Zone Change from C-2 zoning to C-2-PD. The project is located at 705, 711, and 747 Oxnard Boulevard, Oxnard.

We offer the following comments:

1. We generally concur with the comments in the NOI to Adopt a MND and Initial Study (IS) for those areas under the purview of the Transportation Department. No project specific impacts on County roadways were identified in the NOI to Adopt a MND and (IS).
2. Page 32 of the IS dated August 1, 2008, provides that the City of Oxnard and the County of Ventura have an agreement pertaining to cumulative Traffic Impact Mitigation Fees in which applicants are required to pay applicable City and County TIMF at the time of permit issuance, and that this is a standard condition of approval and would be included as part of this project. Further, the Traffic Study by ATE dated July 30, 2008, provides that the project generates an estimated 859 ADT, with 35 trips occurring during the A.M. peak-hour period and 73 trips occurring during the P.M. peak-hour period.
3. The cumulative impacts of the development of this project, when considered with the cumulative impact of all other approved (or anticipated) development projects in the County, will be potentially significant. To address the cumulative adverse impacts of traffic on the

County Regional Road Network, the appropriate TIMF should be paid to the County when development occurs. Based on the information provided in the NOI to Adopt a MND and IS, and the reciprocal agreement between the City of Oxnard and the County of Ventura, the fee due to the County is:

$$859 \text{ ADT} \times \$30.58/\text{ADT} = \$26,268.22$$

The above estimated fee may be subject to adjustment at the time of deposit, due to provisions in the TIMF Ordinance allowing the fee to be adjusted for inflation based on the Engineering News Record construction cost index. The above is an estimate only based on information provided in the Mitigated Negative Declaration.

Our review is limited to the impacts this project may have on the County's Regional Road Network.

Please call me at 654-2080 if you have questions.

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VENTURA COUNTY
AIR POLLUTION CONTROL DISTRICT
Memorandum

TO: Kari Finley/Dawnyelle Addison, Planning DATE: August 20, 2008

FROM: Alicia Stratton *AS*

SUBJECT: Request for Review of Mitigated Negative Declaration for the Colonial House Mixed Use Building, City of Oxnard (Reference No. 08-034)

Air Pollution Control District staff has reviewed the subject project, which is a proposal for a mixed-use building with commercial and condominium uses. The proposal includes a tentative parcel map for condominium purposes, 16,000 sq. ft. of commercial space, and a special use permit/planned residential group for 40 condominiums. The project location is 705, 711 and 747 N. Oxnard Boulevard in the City of Oxnard.

Section C of the mitigated negative declaration addresses air quality. We concur with the findings of this discussion that significant air quality impacts will not result from the project. Based on the air quality analysis described in Section 2-4 on Page 9 and the Traffic Study for the project, air quality emissions from the project will be less than the 25 lb/day threshold for reactive organic compounds and oxides of nitrogen as described in the Ventura County Air Quality Assessment Guidelines (7.03 lbs/day and 4.69 lbs/day respectively). The mitigation measures described on Pages 9-10 will reduce potential exposure to fugitive dust during the short-term construction phase.

If you have any questions, please call me at (805) 645-1426.

ATTACHMENT F
Resolution No. PZ 07-500-18 (SUP)

RESOLUTION NO. PZ 07-500-18 (SUP)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 07-500-18 (SPECIAL USE PERMIT), TO ALLOW A MIXED-USE BUILDING WITH COMMERCIAL AND CONDOMINIUM USES, APPROXIMATELY 16,000 SQUARE FEET OF COMMERCIAL SPACE, A SPECIAL USE PERMIT/PLANNED RESIDENTIAL GROUP FOR 40 CONDOMINIUM UNITS AND SITE IMPROVEMENTS INCLUDING LANDSCAPING, RECREATIONAL FACILITIES, PARKING, AND SIGNS. LOCATED AT THE SOUTHWEST CORNER OF OXNARD BLVD. AND RODERICK AVENUE AND ADDRESSED AS 705, 711 AND 747 N. OXNARD BOULEVARD (APN'S 200-0-252-02, -12, AND -13, RESPECTIVELY), AND KNOWN AS THE COLONIAL MIXED-USE BUILDING, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY FILED BY ALDERSGATE INVESTMENTS, LLC, 300 ESPLANADE DRIVE, OXNARD, CA.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 07-500-18, filed by Aldersgate Investments, LLC, in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning and Environmental Services Manager provided public notice of the intent of the City to adopt a mitigated negative declaration for this project, and the Planning Commission has considered the proposed mitigated negative declaration before making its recommendation herein;

WHEREAS, the Planning Commission, in accordance with Section 16-152(G)(3) of the Oxnard City Code, has reviewed the proposal to utilize parking lifts and has determined that the proposed tandem parking is appropriate for the proposed use; and

WHEREAS, Planning Commission, in accordance with Section 16-152(G)(1) of the Oxnard City Code, finds that the number of required parking spaces have been met by one or a combination of the following methods:

1. Within the subject property; and/or
2. On-street immediately adjacent and contiguous to the property line; and/or
3. Public parking lots within 700 feet of the nearest point of the subject property; and/or
4. Public parking structures within 1,000 feet of the nearest point of the subject property; and/or
5. Off-site private parking within 500 feet of the nearest point of the subject property.

WHEREAS, the Planning Commission, in accordance with Section 16-152(G)(2) of the Oxnard City Code, has reviewed the proposed parking arrangement and has determined that the proposed mix of off-street and on-street parking is appropriate for the proposed use; and

WHEREAS, the Planning Commission, in accordance with Section 16-644(B)(1) of the Oxnard City Code, has reviewed the proposed two on-street loading zones and has determined that the proposed location and size are appropriate based on the nature of the use or combination of uses, as well as the specific design characteristics of the project; and

WHEREAS, in approving the Planned Residential Group with a reduced interior yard requirement for dwelling units, with a maximum height proposed at 43 feet and three-stories, the sharing of the required residential visitor parking spaces, and the reduction in the required setbacks, the Planning Commission find the following circumstances exist:

1. A substantial improvement of the use of the land will be thereby effected, and there will not be any detrimental effect upon the surrounding area.
2. The residential use proposed is permitted within the zone.
3. Building shall take place substantially in conformance with plot plans and elevations submitted in support of the special use permit.
4. The applicant has demonstrated that population densities proposed are in conformance with existing and proposed public facilities such as streets, sewers, water, schools, and parks.

WHEREAS, as conditioned and in accordance with Section 16-150(G), the Planning Commission finds that the project provides at least 15% of the lot interior yard space for the common open space area; and

WHEREAS, as conditioned and in accordance with Section 16-608, the Planning Commission finds that the proposed sign program for the project meets the City Code requirements and should be used for the signage of the proposed development; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing that the following circumstances exist:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use 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 for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this resolution.
4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

WHEREAS, the Planning Commission finds 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 that the Planning Commission of the City of Oxnard hereby approves this permit subject to the following conditions. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

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 Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Public Works, Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning and Environmental Services Division (“Planning Division”), and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans stamped approved (“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 24 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, or the beginning of the proposed use. (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, Developer 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. Developer agrees, as a condition of adoption of this resolution, at Developer’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. Developer’s commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (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. Developer 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, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)

10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)
12. 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*)
13. 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*)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property. (PL, *G-15*).

PLANNING DIVISION STANDARD CONDITIONS

15. The final building plans submitted by Developer with the building permit application shall depict on the building elevation sheets all building materials and colors to be used in construction. (PL/B, *PL-1*)
16. 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*)
17. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
18. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)
19. 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*)
20. 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*)

21. 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)
22. 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. (PL)
23. 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*)
24. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, *PL-11*)
25. During construction, Developer shall control dust by the following activities:
 - a) All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b) All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, *PL-12*)
26. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
27. 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 when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)
28. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)

29. 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*).
30. Developer shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. This condition will be waived for Area 2 if it is demonstrated that the project meets the Building Code requirements. (PL/B, *PL-17*)
31. Before the City issues building permits, Developer shall provide to the Planning Division Manager a disk in DWG format of a 100-foot scale site plan of the project as approved. (PL, *PL-50*)
32. Developer shall install all rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
33. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
34. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)
35. Developer shall establish a homeowners association and the association shall be responsible for the maintenance of parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)
36. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)
37. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking recreational vehicles over 20 feet long in the project. (CE/PL, *PL-35*)
38. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated by the Planning Division, and verified by the Parks Division at the time of payment. (PK/B, *PL-36*)

39. Developer shall post in the sales office of the project the latest City planning documents and maps that may affect the project and adjacent properties. At a minimum, this information shall include the 2020 Oxnard General Plan and General Plan Land Use Map showing all adjacent properties, a copy of the ordinances regulating the zone, any specific plan that may apply to the project, and this resolution. Such documents may be purchased at cost from the Planning Division Manager. Developer shall require that all purchasers sign an affidavit declaring that they have familiarized themselves with the planning documents and project conditions. Developer shall make such affidavits and planning information available for review upon reasonable request of the Planning Division Manager. (PL, *PL-38*)
40. Where feasible and economically reasonable, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, *PL-40*)
41. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, *PL-41*)
42. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)
43. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)

PLANNING DIVISION SPECIAL CONDITIONS

44. This permit is granted subject to the approval of a zone change for the project property. (PL)
45. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, 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. (PL)
46. In accordance with City Council Ordinance No. 2615, or the ordinance in effect at the time building permits are issued, Developer shall provide six (6) affordable units onsite. (PL)

47. For the life of the project, the storage spaces illustrated on the Garage Level Floor Plan of shall be for the exclusive use of the Unit 3 residential condominium owners. These storage spaces shall not be leased, sold, or used in any way by anyone other than the residential condominium owners or the HOA. This restriction shall be inserted into the Covenants, Conditions and Restrictions (“CC&Rs”) developed for the project and provided to any individual or business entity purchasing a residential condominium. (PL)
48. For the life of the project, the Community Room illustrated on the First Floor Plan shall be for the exclusive use of the residential condominium owners or the Home Owner’s Association (“HOA”). The Community Room shall not be leased, sold, or used in any way by anyone other than the residential condominium owners or HOA. This restriction shall be inserted into the Covenants, Conditions and Restrictions developed for the project and provided to any individual or business entity purchasing a residential condominium. (PL)
49. For the life of the project, the Community Room illustrated on the First Floor Plan shall not be converted to residential use. (PL)
50. Prior to the issuance of building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division 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)
51. This permit is granted subject to the City’s approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)
52. Developer shall participate in the City's Art in Public Places Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 13,103. (PL)
53. A Master Sign Program has been approved for this project. Signs are to be approved by a sign permit in accordance with the Colonial Mixed-Use Building Sign Program. (PL)
54. Prior to the issuance of certificate occupancy, the Developer shall post the entry gate at ”A” Street and Oxnard Blvd. to direct residential guests to park in the unsecured parking area of the garage. Guests shall be restricted from parking within the secured residential parking garage area and this restriction shall be inserted into the Covenants, Conditions and Restrictions (“CC&Rs”) developed for the project and provided to any individual or business entity purchasing a residential or office condominium. The Home Owner’s Association (HOA) shall be responsible for enforcing this restriction. This restriction shall be inserted into the CC&Rs developed for the project and provided to any individual

- or business entity purchasing a residential or office condominium. The HOA shall be responsible for enforcing this restriction. (PL)
55. For the life of the project, bedrooms may not be added to the one bedroom units. This would result in a shortage of parking for the project. This restriction shall be inserted into the Covenants, Conditions and Restrictions developed for the project and provided to any individual or business entity purchasing a residential condominium. The Home Owner's Association shall be responsible for monitoring this restriction. (PL)
 56. For the life of the project, none of the 40 units may be subdivided to create additional units. This would result in a shortage of parking for the project. This restriction shall be inserted into the Covenants, Conditions and Restrictions developed for the project and provided to any individual or business entity purchasing a residential condominium. The Home Owner's Association shall be responsible for monitoring this restriction. (PL)
 57. For the life of the project, all personal effects of condominium owners with 3rd floor decks shall remain in the confines of the private deck area. Plants, outdoor furniture, and such shall not spill over onto the areas below or adjacent to the 3rd floor decks. This restriction shall be inserted into the Covenants, Conditions and Restrictions developed for the project and provided to any individual or business entity purchasing a residential condominium. The Home Owner's Association shall be responsible for enforcing this restriction. (PL)
 58. Prior to the issuance of building permits, Developer shall provide a working set of plans to the Planning Division for the file. Interior alterations will not require the issuance of a Major or Minor Modification Permit so long as there is not an increase in the number of units or bedrooms added to the project. Minor exterior alterations will require the issuance of a Minor Modification Permit to assure that the project remains in compliance with the original approval. (PL)
 59. Prior to occupancy clearance, installation of two parking signs (one at each entrance) that direct residential visitors to the unsecured parking garage or on-street parking spaces shall be completed.
 60. Each of the residential condominium owners shall have access to at least 225 cubic feet of storage space. Prior the issuance of building permits, Developer shall submit a plan illustrating where each unit will be provided the 225 cubic feet of storage space and the plan shall be approved by the Planning Division Manager. This requirement shall be inserted into the Covenants, Conditions and Restrictions developed for the project and provided to any individual or business entity purchasing a residential condominium. The Deed of each residence shall reflect where the allocated storage space is located.
 61. Prior to the issuance of a Certificate of Occupancy, the Covenants, Conditions and Restrictions developed for the project shall be submitted to the Planning Manager for review and approval.

Air Quality

62. All construction equipment shall be maintained and tuned to meet applicable EPA and CARB emissions requirements. At such time as new emission control devices or operational modifications are found to be effective, such devices or operational modifications shall be required on all construction equipment operating pursuant to City permits. (AQ-1)
63. Developer shall lengthen the construction period between May and October to minimize the number of vehicles and equipment operating at the same time. (AQ-2)
64. The following dust suppression measures shall be incorporated into the project (AQ-3):
 - a) Watering all excavated material to prevent wind erosion while it is on-site or being moved;
 - b) Periodic watering of construction sites or use of APCD approved dust suppression compounds that bind with the surface layers of soil and prevent soil particles from being eroded;
 - c) Controlling the number and activity of vehicles on site at any given time;
 - d) Seeding areas to be left inactive for a long enough period to secure the soil, limiting the area excavated at any given time;
 - e) Limiting on-site vehicle traffic to 15 miles per hour; and
 - f) Sweeping streets adjacent to the construction site to remove dust caused by the construction activities.
65. All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., greater than 15 miles per hour averaged over one hour) to prevent excessive amounts of fugitive dust. (AQ-4)
66. All trucks hauling excavated or graded material off-site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. (AQ-5)

Biological Resources

67. Prior to the issuance of Building/Grading Permits, a tree replacement fee of \$28,831.00 shall be paid by the developer to the City of Oxnard or an equivalent amount is invested in landscaping beyond code-required landscaping, or a combination of both that equals the tree assessment. (BIO-1)

Cultural Resources

68. The history of the Colonial House Restaurant and the life and work of Martin V. Smith should be interpreted in a suitable location on the site in connection with the proposed development such as using the bricks from the Colonial House Restaurant fireplace for the mailboxes kiosk location of the site, to the satisfaction of the Planning Manager. (CR-1)

69. A plaque/keystone that states the significance of the site and the bricks to be placed in the immediate area of the mailbox locale of the site, to the satisfaction of the Planning Manager. (CR-2)
70. The site shall be nominated by the applicant as a Ventura County Point of Interest. (CR-3)
71. Monitoring of initial subsurface disturbance including grading and trenching by a qualified Archaeologist and Native American monitor shall be required. (CR-4)
72. In the event that a buried site is identified during monitoring, the Archaeologist and Native American monitor shall be empowered to stop all construction activities in the vicinity of the find and the City of Oxnard Planning and Environmental Services Division shall be notified immediately to determine appropriate measures to mitigate adverse impacts to the discovered resources. Development of mitigation procedures may require a Phase 2 site subsurface excavation and evaluation program. Should remains prove to be archaeologically significant, further investigations in the form of a Phase 3 data recovery program may be required. (CR-5)
73. If human remains are discovered, Section 7050.5 of the California Health and Safety Code requires that no further disturbance shall occur until the County Coroner has made the necessary determination as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the County Coroner determines that the discovered remains are those of Native American ancestry, then the Native American Heritage Commission (NAHC) shall be notified by phone within 24 hours. Sections 5097.94 and 5097.98 of the Public Resources Code, describe the procedures to be followed after notification of the NAHC. (CR-6)
74. Should monitoring of subsurface disturbance within the project parcel prove negative for the presence of an archaeological site, artifacts, or other remains, no further archaeological investigations shall be required. (CR-7)

Geological Resources

75. The project shall utilize best practices as well as follow the recommendations of the Geotechnical Report by GeoLabs for the project dated September 17, 2007. (GEO-1)

Noise

76. Construction times shall be limited to 7 a.m. to 7 p.m. daily or in accordance with City Ordinances restricting construction times at the time of construction., whichever is more restrictive. (N-1)
77. Prior to issuance of a building permit developer/builder shall demonstrate through construction drawings that the structure provides an A-weighted noise reduction value of at least 26.8dB to achieve an interior CNEL 45 value by requiring the following: (N-2)
78. All exterior walls will consist of 2x4 studs with batt insulation in the stud spaces. Exteriors will be exterior plaster or stucco. The interiors will be 5/8" gypboard.

79. All east, north, and south facing windows and glass doors in the row of units closest to Oxnard Boulevard shall have STC 32 glazing. The developer shall submit a test report by an independent, accredited testing laboratory in accordance with ASTM E90, documenting the STC ratings prior to issuance of a certificate of occupancy.
80. Roof ceiling construction shall be roofing on plywood. Batt insulation shall be installed in joist spaces. Ceilings shall be on layer of 5/8" gypboard nailed direct.
81. There shall be no ventilation openings in the exterior walls or roof/ceilings without approved acoustical baffles.
82. All other windows and glass doors may be standard glazing.
83. There shall be no mail slots in the entry doors
84. Balconies facing Oxnard Boulevard shall be wholly enclosed, floor to ceiling, with laminated glass glazing assembly that reduces the noise levels to less than 65 dBA. (N-3)
85. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)

LANDSCAPE STANDARD CONDITIONS

86. Before submitting landscape and irrigation plans, Developer shall obtain approval of the Parks and Facilities Superintendent or designee ("Superintendent") of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, *PK-1*)
87. Before the City issues building permits or the proposed use is initiated, 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*)
88. Before the City issues a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, *PK-3*)
89. Developer shall 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 will result in the revocation of this permit and initiation of legal proceedings against Developer. (PK, *PK-4*)
90. Before the City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to the Parks and Facilities Superintendent.

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*)

91. All trees planted or placed on the project 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*)
92. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, *PK-22*)

LANDSCAPE SPECIAL CONDITIONS

93. Prior to the issuance of building permits, Developer shall illustrate on the landscape and irrigation plan all of the existing trees on the project site and identify the trees to be saved, transplanted, or removed. 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.
94. Staff accepts the Arborist's Tree Report dated January 21, 2008, with an economic appraisal value of \$ 28,831.00. This value shall be put back into new tree sizes for the project and shall be in addition to meeting the City's minimum tree size of 24" box. Priority shall be placed on increasing street tree sizes first.
95. The Landscape Plan submittal shall contain a Tree Tabulation Chart that clearly indicates the economic appraisal value of the trees to be removed, and how that value was put back into new tree sizes for the project that is in addition to meeting the City's minimum tree size of 24" box.
96. Developer shall pay Quimby Fees (fees for park Acquisition and Improvement) before issuance of building permits. The amount of the fee shall be determined by the Planning Division at the time of payment (PK/B, PL-45)
97. The Landscape Plan submittal shall contain details for second floor landscape areas that include irrigation and drainage systems.
98. The Landscape Plan submittal shall include a detail for the sidewalk treatment that includes the same type of iron tree grate as used in the downtown area.
99. The end parking island landscape finger planters on "A" street shall contain Magnolia grandiflora 'Majestic Beauty' trees and not 'Little Gem'.

FIRE DEPARTMENT STANDARD CONDITIONS

100. Developer shall construct all vehicle access driveways on the project property to be at least 25 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. Excepted from this condition is the existing drive aisle that connects the on-site east and west parking areas as shown on the project plans. (FD/B, *F-1*)
101. 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*)
102. 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*)
103. 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*)
104. 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*)
105. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
106. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 46,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
107. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
108. Developer shall install security devices and measures, including walkway and vehicle control gates, entrance telephones, intercoms and similar features, subject to approval of the Police Chief and the Fire Chief. Vehicle control gates shall be operable by City approved radio equipment. (FD/PD, *F-9*)

109. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
110. 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*)
111. 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*)
112. 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*)
113. 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*)
114. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, *F-17*)

FIRE DEPARTMENT SPECIAL CONDITIONS

115. Fire sprinkler coverage is required for:
 - b. Patios, overhangs or any other projections that are 48" or more from the structure.
 - c. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - d. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible. (FD)
116. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure.
117. Developer shall allow installation of public safety radio equipment in the tower, steeple, roof or other elevated portion of the building. Such equipment shall not conflict with the architectural design of the building and shall comply with zoning and planning requirements and conditions.
118. Before the City issues a certificate of occupancy, the Developer shall install Knox Box key vaults at locations on the building to be determined by the Fire Department.

119. Hydrant shown on Roderick Ave. on previous submittal shall be placed back on plans. A hydrant is needed at that location to provide proper coverage.

ENVIRONMENTAL RESOURCES DIVISION

120. 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 “City of Oxnard C&D Environmental Resources Management & Recycling Plan” (“Plan”) to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The 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 Plan form.
121. Developer shall follow the approved “City of Oxnard C&D Environmental Resources Management & Recycling 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 demolition and/or construction, Developer shall complete and submit the “City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed” (“Work Completed 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 Work Completed Report prior to issuance of a certificate of occupancy.
122. 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 to an authorized facility.
123. Covenants, conditions and restrictions (“CC&Rs”) shall be developed for the project that require the homeowner’s association to make provisions to divert at least 50% of the material through source reduction, recycling, reuse, and/or green waste programs. Developer shall submit a “City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan” (“Occupancy Plan”) to the City’s Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a final inspection. The CC&Rs shall require the homeowner’s association to submit to the Environmental Resources Division a “City of Oxnard C&D Environmental

- Resources Management & Recycling Occupancy Report” annually on the anniversary date of the certificate of the final inspection for approval.
124. 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.
 125. Developer shall construct triple-bin trash enclosures (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure. The finish and roof appearance shall be indicated on the building plans and are subject to approval by the Planning Division. The location and configuration of trash enclosures shall be reviewed and approved by the Environmental Resources Division. All refuse bins on the site shall be stored in an approved trash enclosure. No objects other than refuse bins may be stored in the trash enclosure without the written permission of the Environmental Resources Division.
 126. Developer shall construct triple-bin trash enclosures (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall provide a traffic rated, grated trench drain (or other approved drain) along the inside front edge of the trash enclosure to catch all wash water from the trash enclosure. This drain shall connect to the sanitary sewer system via a grease interceptor or sand/oil interceptor if Public Works determines a grease interceptor or sand/oil interceptor is required under the City Code at time of plan check. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure. The finish and roof appearance shall be indicated on the building plans and are subject to approval by the Planning Division. The location and configuration of trash enclosures shall be reviewed and approved by the Environmental Resources Division. All refuse bins on the site shall be stored in an approved trash enclosure. No objects other than refuse bins may be stored in the trash enclosure without the written permission of the Environmental Resources Division.
 127. **RECYCLING:** Developer and operator shall install clearly labeled storage containers in the kitchen base cabinet within each unit to facilitate separate disposal of recyclable and non-recyclable waste typically generated by residents. The location and specifications (size, materials, etc.) of such storage unit shall be shown on the construction document floor plans submitted to the City for building permits. Recycling guidelines shall be clearly posted on the door of the storage cabinet. The intent of this mitigation measure is to create a situation wherein recycling is as convenient for project residents as disposing of trash.
 128. **RECYCLING:** Developer and operator shall provide convenience recycling containers near the point of use in common areas for residents and guests to dispose of their

recyclable waste (examples: indoors for newspapers and beverage containers; outdoors for beverage containers) that may be used while using the common areas. Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

129. 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 the time the City issues building permits. (DS-1)
130. Developer shall have the site improvement plans prepared on standard Development Services Division mylars 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 the original ink-on-mylar plans filed with the Development Services Division. (DS-3)
131. Developer shall submit improvement plans and drainage calculations that demonstrate that storm drainage from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
132. Developer shall protect building pads from inundation during a 100-year storm. (DS-5)
133. Developer shall remove and replace all improvements that are damaged during construction. (DS-6)
134. Before connecting the project to existing sewer and water service laterals, Developer shall arrange for City staff to inspect such facilities. Developer shall make such repairs to such facilities as City staff determines to be necessary. Developer shall bring all existing water services into compliance with City standards. (DS-7)
135. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
136. Where a separate loop or terminal line is required for water mains, fire hydrants or fire sprinkler systems, Developer's site improvement plans shall include an on-site water plan. (DS-11)
137. Developer shall install on-site and off-site utility services underground in accordance with City ordinances in effect at the time City issues the building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

139. 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 and 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) A civil engineer licensed in the State of California 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. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
141. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of the final subdivision map, address map, and 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)
142. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
141. 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)
142. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
143. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
144. 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)

145. "Standard Specifications for Public Works Construction," latest edition, and any modifications thereto by City, and City of Oxnard Standard Land Development Specifications and all applicable City Standard Plans, 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)
146. Developer shall retain a Civil Engineer licensed in the State of California 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 the certified "as-built" plans is a condition of City's final acceptance of the project. (DS-29)
147. All grading shall conform to City's grading ordinance and any recommendations of Developer's soils engineer that have been approved by the City Engineer. Developer shall conform to all applicable notes specified on the site improvement/grading plan cover sheet and grading permit. (DS-30)
148. In order to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way, Developer shall construct required drainage facilities concurrently with the rough grading operations, or with prior approval of the City Engineer, provide interim drainage improvements on a temporary basis. (DS-31)
149. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
150. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consents from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project, as evidence that such landowners accept any additional water flowing over their property. (DS-36)
151. 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)
152. Developer shall install water mains, fire hydrants and water services in conformance with City Standard Plans and specifications as directed by the City Engineer. (DS-41)
153. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time City issues building permits. There shall be no interconnections between structures. (DS-42)

154. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
155. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
156. Street and road improvements shall conform to City standards and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
157. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)
158. 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)
159. As part of the master utility plans, Developer shall submit a street lighting plan. On City's approval of the plan, Developer shall install streetlights in accordance with the plan. (DS-60)
160. 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)
161. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
162. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
163. Prior to issuance of a building permit, pavement marking and sign plans shall be prepared by a registered California civil engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)
164. Prior to issuance of an encroachment permit, Developer's shall obtain City's approval of a contractor qualified to install pavement markings and signs. (TR-76)

STORMWATER QUALITY CONDITIONS

165. Developer shall comply with all National Pollutant Discharge Elimination System (NPDES) permit Best Management Practice (BMP) requirements in effect at the time of grading or building permit issuance. Requirements shall include, but not be limited to, compliance with the Ventura Countywide Stormwater Quality Urban Impact Mitigation Plan (SQUIMP). (DS-78)
166. Using forms provided by the Development Services Division, Developer shall submit a storm water quality control measures maintenance program ("the Program") 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 Development Services Manager approves the Program and Developer provides an executed copy for recordation. (DS-82)
167. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall provide the City Engineer with a copy of a letter from the California State Water Resources Control Board, Storm Water Permit Unit assigning a permit identification number to the Notice of Intent (NOI) submitted by Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all additional requirements of the General Permit, including preparation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall identify potential pollutant sources that may affect the quality of discharges to storm water and shall include the design and placement of recommended Best Management Practices (BMPs) to effectively prohibit pollutants from the construction site entering the storm drain system. Developer shall keep the SWPPP updated to reflect current site conditions at all times and shall keep a copy of the SWPPP and the NOI on the site and make them available for City or designated representative to review upon request. (DS-86)
168. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

169. Storm water runoff from this site shall be limited and on-site detention shall be provided in conformance with requirements of the Ventura County Watershed Protection District. The detention basin(s) shall be designed in accordance with Public Works Standards and policies. The Developer shall provide a city standard Declaration of Restrictive Covenant for Detention Basin Perpetual Maintenance by the property owner prior to approval of the grading/site improvement plans. (DS)

170. If a food preparation tenant occupies a space within the project, tenant shall provide and maintain an area within the tenant space for the washing/steam cleaning of equipment, floor mats and accessories. This area shall be self-contained and connected to the project grease interceptor. (DS)
171. Prior to issuance of a site improvement permit, Developer shall dedicate a sidewalk easement to City that encompasses all portions of the proposed sidewalk not within an existing City easement. Dedication shall be included on the final map for tract 5796. (DS)
172. Developer shall replace all broken, uplifted or missing sidewalk along the project's street frontages. Repairs shall include complete replacement of the existing curb/gutter along Oxnard Boulevard and removal of existing driveway curb cuts along A Street and Roderick Avenue. Required repairs shall be shown on the grading/site improvement plan. (DS)
173. Roderick Avenue and A Street are under a street cut moratorium due to recent maintenance work. Developer shall repair all project street cuts within these streets in accordance with City standard plate 602 sheet 2 of 3. Repairs shall extend the full frontage of the project. (DS)
174. Developer shall design exterior doors for this project to eliminate door swings entering the public right-of-way or public sidewalk. (DS)
175. Developer shall redesign (if necessary) the refuse service at the site to include the provision of recycled service. Developer shall work with the Refuse Division to implement such service and shall provide appropriate interior chutes for recycle service where similar chutes are provided for refuse. Recycled materials are not to be serviced by a compactor unless specifically approved by the Refuse Division. (DS)
176. Prior to issuance of a building permit, Developer shall have the proposed refuse compactor make and model approved by the Refuse Division. (DS)
177. Developer shall construct a rolled curb (or other approved access) along the front of the gates for the trash compactor(s) to facilitate truck access. (DS)
178. Developer shall provide recommendations from a soils engineer for proper design and construction of the proposed infiltration chamber. Recommendations shall include, but not be limited to, soil compaction, expected infiltration rates,
179. Developer shall provide documentation that maintenance responsibilities associated with the stormwater quality devices and detention basins constructed with this project have been included in the Homeowner's Association ("HOA") responsibilities and that costs of said maintenance have been included in as a separate line item in the finance documents for the HOA. HOA maintenance responsibilities shall include, but not be limited to, implementation of the Stormwater Quality Control Measures Maintenance Program

required by these conditions of approval. All maintenance costs are to be borne exclusively by the HOA. (DS)

180. In accordance with City Code, Developer shall provide a separate water meter for each condominium unit. Location and configuration of water meters is to be approved by Oxnard Public Works Department. If water meters are located within the parking structure, Developer shall sign a standard covenant with the City designating maintenance responsibilities. All meters shall be served by a remote reading system in accordance with City requirements. (DS)
181. Developer shall coordinate design of on-street parking stalls along Roderick Avenue with City Traffic Engineer to promote smooth transition of vehicles into parking stalls adjacent to bulb-outs. (TR)

POLICE DEPARTMENT SPECIAL CONDITIONS

182. Monuments or marquees indicating building numbers or maps of the complex shall be placed at main public entrances.
183. Address numbers shall not be affixed to individual unit doors; rather placed adjacent to or above doorways so unit numbers can be discerned when doors are propped open
184. Post all vehicle entrances in compliance with California Vehicle Code §22658(a)(1). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission.
185. If a video surveillance system is being installed at this property, please comply with "Oxnard Police Department Proposed Standards, Guidelines & Recommendations Closed-Circuit Television (CCTV) Surveillance Systems," available online at <http://www.oxnardpd.org/documents/opdcctv.pdf>.
186. Any electronic security system must comply with Oxnard City Ordinance No. 2601 (available online at <http://oxnardpd.org/documents/alarm-ordinance-2002.pdf>) and must be properly permitted by the City of Oxnard (available online at <http://oxnardpd.org/documents/alarm-permit.pdf>).
187. Police recommends graffiti/etching-resistant film application on accessible window panes in public areas including reflective surfaces in public restrooms.
188. Developer shall submit and the Police Chief or designee shall approve a lighting plan prior to the issuance of a building permit. The lighting plan shall include a photometric study that integrates the site's approved landscaping plan (if any). The integrated photometric/landscaping plan will indicate the specific location and canopy size of fully mature trees thereby highlighting potential landscape/lighting conflicts in the future.

189. Developer will enroll project in and comply with the Oxnard Police Department "Crime Free Multi-Housing Program," as applicable to this housing development. For enrollment information, contact the Crime Prevention Officer at (805) 385-8349.
190. Businesses will contact the Crime Prevention Officer at (805) 385-8349 to discuss enrollment in and compliance with the Oxnard Police Department "Crime Free Business Program."
191. Pedestrian security measures shall be implemented in areas of limited natural surveillance such as stairwells and hidden corners.
192. Any vehicle control gates shall be operable by City approved radio equipment (Click-2-Enter).
193. Metal halide lamps or those that provide quality color rendition are required.
194. **OUTDOOR LIGHTING CODE & GUIDELINES**
 - (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 following exceptions:
 - 1) 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.
 - 2) Luminaires that have 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 top 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 abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 4th day of September, 2008, by the following vote:

AYES:

NOES:

ABSENT:

Michael Sanchez, Chairman

ATTEST: _____
Susan L. Martin, Secretary

ATTACHMENT G
Resolution No. PZ 08-300-05 (TSM)

RESOLUTION NO. PZ 08-300-05 (TSM)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF A TENTATIVE SUBDIVISION MAP OF TRACT 5796 (PLANNING AND ZONING PERMIT NO. 08-300-05) FOR CONDOMINIUM PURPOSES TO CREATE 40 RESIDENTIAL UNITS AND 16,000 SQUARE FEET OF OFFICE SPACE, FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF OXNARD BLVD. AND RODERICK AVENUE AND ADDRESSED AS 705, 711 AND 747 N. OXNARD BOULEVARD (APN'S 200-0-252-02, -12, AND -13, RESPECTIVELY), AND KNOWN AS THE COLONIAL MIXED-USE BUILDING, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY FILED BY ALDERSGATE INVESTMENTS, LLC, 300 ESPLANADE DRIVE, OXNARD, CA.

WHEREAS, the Planning Commission of the City of Oxnard has considered the tentative subdivision map of Tract No. 5796 (Planning and Zoning Permit No. 08-300-05), filed by Press Courier Lofts, LLC in accordance with Chapter 15 of the Oxnard City Code; and

WHEREAS, said tentative map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the Planning Commission finds the tentative map conforms to the City's General Plan and elements thereof; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning and Environmental Services Manager provided public notice of the intent of the City to adopt a mitigated negative declaration for this project, and the Planning Commission has considered the proposed mitigated negative declaration before making its recommendation herein;

WHEREAS, the Planning Commission finds 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 subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council the approval of the tentative subdivision map, subject to the following conditions:

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 Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Public Works, Landscape Design	CE	Code Compliance

PLANNING CONDITIONS

1. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)
2. This permit is granted for the property described in the application on file with the Planning and Environmental Services Division (“Planning Division”), and may not be transferred from one property to another. (PL, *G-1*).
3. 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*)

DEVELOPMENT SERVICES CONDITIONS

4. 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 and 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)
5. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer’s expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition

attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)

6. 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)
7. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
8. By title sheet dedication at the time of filing the subdivision map, Developer shall dedicate all water rights for the project property to City. (DS-39)
9. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
10. Prior to release of the final map or parcel map for recordation, Developer shall post a bond or other security satisfactory to the City Attorney, guaranteeing that all monuments will be set as required by the Government Code and the City Code. (DS-57)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

11. The final map for Tract 5796 shall be processed concurrently with Planning and Zoning Permit 07-500-018. The final map shall be submitted for recordation prior to issuance of a site improvement permit. (DS)
12. Prior to recordation of the final map, Developer shall post security in an amount acceptable to the Development Services Manager to guarantee relocation of the existing public sewer line from the property to public right-of-way. (DS)
13. In accordance with City Code, Developer shall provide a separate water meter for each condominium unit. Location and configuration of water meters is to be approved by Oxnard Public Works Department. If water meters are located within the parking structure, Developer shall sign a standard covenant with the City designating maintenance

responsibilities. All meters shall be served by a remote reading system in accordance with City requirements. (DS)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 4th day of September, 2008, by the following vote:

AYES:

NOES:

ABSENT:

Michael Sanchez, Chairman

ATTEST: _____
Susan L. Martin, Secretary

ATTACHMENT H
Resolution No. PZ 07-570-06 (ZC)

RESOLUTION NO. PZ 07-570-06 (ZC)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL ADOPTION OF A ZONE CHANGE (PZ 07-570-06), TO CHANGE THE ZONE DISTRICT FROM C-2 (COMMERCIAL GENERAL) TO C-2-PD (COMMERCIAL GENERAL, PLANNED DEVELOPMENT). LOCATED AT THE SOUTHWEST CORNER OF OXNARD BLVD. AND RODERICK AVENUE AND ADDRESSED AS 705, 711 AND 747 N. OXNARD BOULEVARD (APN'S 200-0-252-02, -12, AND -13, RESPECTIVELY), AND KNOWN AS THE COLONIAL MIXED-USE BUILDING, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY FILED BY ALDERSGATE INVESTMENTS, LLC, 300 ESPLANADE DRIVE, OXNARD, CA.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 07-570-06, filed by the Aldersgate Investments, LLC to amend the zoning of the above-described property from C-2 (Commercial General) to C-2-PD (Commercial General, Planned Development); and

WHEREAS, the Planning Commission has held public hearings and received and reviewed written and oral comments related to proposed Planning and Zoning Permit No. 07-570-06; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the adoption of Planning and Zoning Permit No. 07-570-06; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning and Environmental Services Manager provided public notice of the intent of the City to adopt a mitigated negative declaration for this project, and the Planning Commission has considered the proposed mitigated negative declaration before making its recommendation herein;

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council adoption of Planning and Zoning Permit No. 07-570-06, amending the City's official Zoning Map to change the zoning designation of said parcels as shown in Exhibit "A", attached hereto and incorporated herein by reference.

Resolution No. PZ 07-570-06 (ZC)

Page 2

September 4, 2008

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 4th day of
September 2008, by the following vote:

AYES:

ABSTAIN:

NOES:

ABSENT:

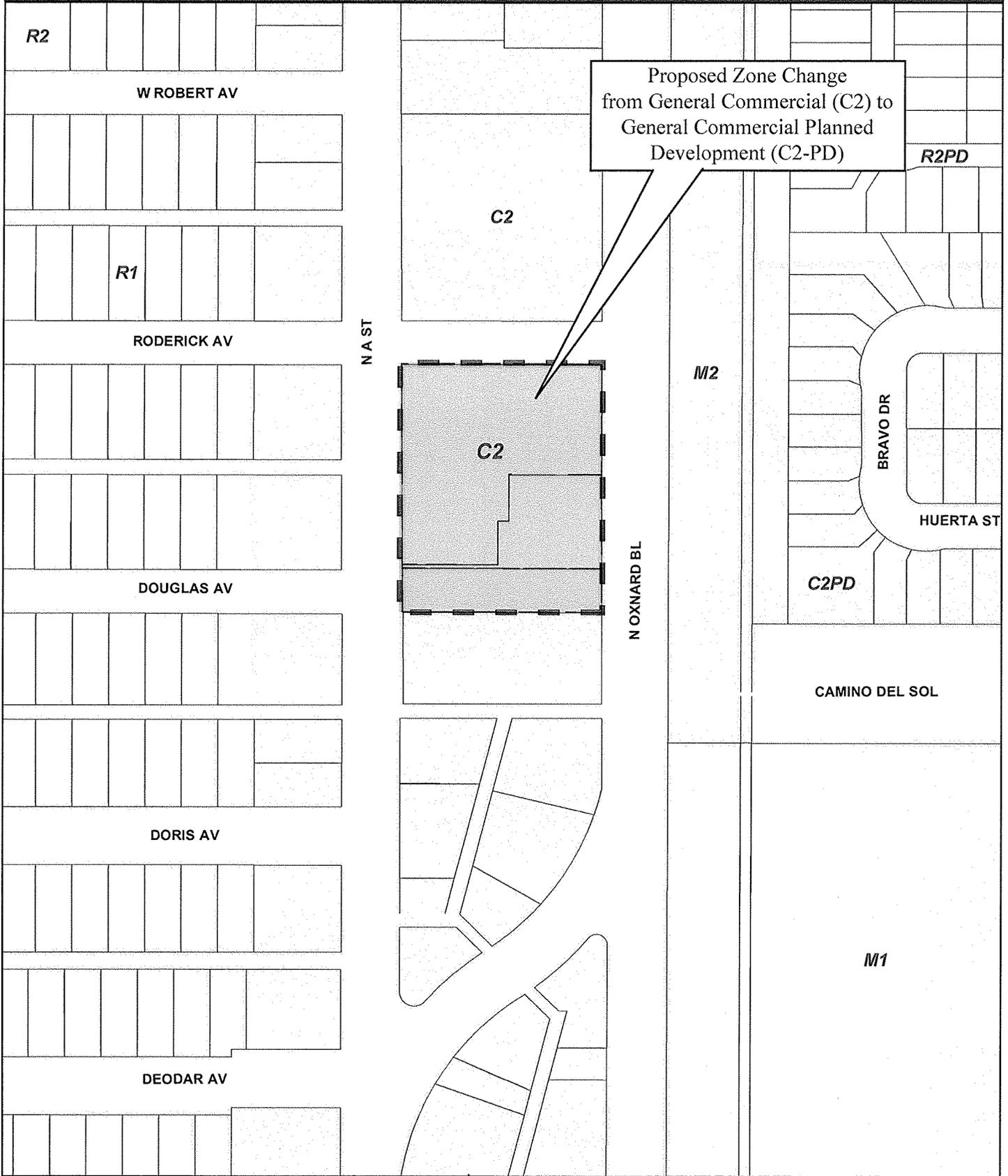
Michael Sanchez, Chairman

ATTEST: _____
Susan L. Martin, Secretary

Attachments: Exhibit "A"

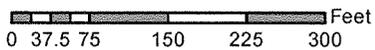
EXHIBIT A

Zone Change



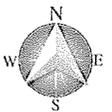
Oxnard Planning
July 28, 2008

PZ 07-500-18, PZ 08-300-05
Location: 705, 711, 747 N Oxnard Bl
APN: 200025202, 200025212, 200025213
Colonial House



Zone Change

Exhibit A



1:2,116

ATTACHMENT I
Resolution No. PZ 08-670-04 (DA)

RESOLUTION NO. PZ 08-670-04 (DA)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL APPROVAL OF A DEVELOPMENT AGREEMENT (PZ 08-670-04), FOR PLANNING AND ZONING PERMIT NO. 07-500-18 AND THE TENTATIVE SUBDIVISION MAP FOR TRACT 5796 (PZ 08-300-05) TO ALLOW THE DEVELOPMENT KNOWN AS COLONIAL MIXED-USE BUILDING. LOCATED AT THE SOUTHWEST CORNER OF OXNARD BLVD. AND RODERICK AVENUE AND ADDRESSED AS 705, 711 AND 747 N. OXNARD BOULEVARD (APN'S 200-0-252-02, -12, AND -13, RESPECTIVELY), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY FILED BY ALDERSGATE INVESTMENTS, LLC, 300 ESPLANADE DRIVE, OXNARD, CA.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 08-670-04, filed by the Aldersgate Investments, LLC to approve a Development Agreement for the above-described property; and

WHEREAS, the Planning Commission for the City of Oxnard has held a public hearing concerning the Development Agreement for the Planning and Zoning Permit No. 07-500-18 and the tentative subdivision map for Tract 5796 (PZ 08-300-05), known as the Colonial Mixed-Use Building project; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning and Environmental Services Manager provided public notice of the intent of the City to adopt a mitigated negative declaration for this project, and the Planning Commission has considered the proposed mitigated negative declaration before making its recommendation herein;

WHEREAS, the Planning Commission does find the content of the Development Agreement is consistent with the *2020 General Plan*, City Council Resolution 8139, and California Government Code Section 65864 et seq; and

WHEREAS, the Planning Commission finds the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this permit as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety and welfare of the constituency in general and the persons who work, visit, or live in the proposed development in particular; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council approval of the Development Agreement for the Colonial Mixed-Use Building project, as shown in Exhibit "A", attached hereto and incorporated herein by reference.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 4th day of September 2008, by the following vote:

AYES:

ABSTAIN:

NOES:

ABSENT:

Michael Sanchez, Chairman

ATTEST: _____
Susan L. Martin, Secretary

Attachments: Exhibit "A"

EXHIBIT A
DEVELOPMENT AGREEMENT FOR
COLONIAL MIXED-USE BUILDING

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is executed this ____ day of _____, 2008, by and among the CITY OF OXNARD, a municipal corporation (“City”), and Aldersgate Investment, LLC, pursuant to California Government Code Section 65864, *et seq.*, and the implementing procedures of the City, with respect to the following:

1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires:

1.1 “**Applicable Rules**” means the rules, regulations, ordinances and officially adopted policies of the City that regulate the development of land that are in force as of the Effective Date of this Agreement including the City's zoning of the Property and the General Plan designation of the Property. “Applicable Rules” do not include and the City may apply (a) amended or newly enacted fees and charges of any sort, (b) storm water pollution abatement standards mandated by the Federal Water Pollution Act of 1972, and subsequent amendments thereto, and (c) construction regulations, which regulations are currently codified in Chapter 14 of the City Code, but which may be amended from time to time.

1.2 “**Developer**” means Aldersgate Investment, LLC, and any subsequent transferees or assignees.

1.3 “**Development Agreement Act**” means Section 65864, *et seq.*, of the California Government Code.

1.4 “**Discretionary Action**” or “**Discretionary Approval**” means an action which requires the exercise of judgment, deliberation or a decision on the part of the City, including any board, commission or department or any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission or department or any officer or employee of the City, to determine whether there has been compliance with statutes, ordinances or regulations.

1.5 “**Parties**” means Aldersgate Investment, LLC and the City.

1.6 “**Processing Fees**” means all fees required by the City including, but not limited to, fees for land use applications, project permits, building applications, building

permits, grading permits, maps and certificates of occupancy which are necessary to accomplish the intent and purpose of this Agreement

1.7. **“Project”** means the development of the Property (as defined below) into 16,000 square feet of retail use and forty condominium units in accordance with PZ No. 07-500-18 (Special Use Permit) and PZ No. 08-300-05 (Tentative Parcel Map).

1.8. **“Project Approvals”** means the following land use actions approved/certified or in the process of being approved/certified by the City: PZ No. 07-500-18 (Special Use Permit) and PZ No. 08-300-05 (Tentative Parcel Map) .

1.9. **“Property”** means certain real property located in the City of Oxnard, State of California, as more particularly described in Exhibit A attached hereto.

1.10. **“Reserved Powers”** means the rights and authority excepted from this Agreement’s restrictions on the City’s police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date that may be in conflict with the Applicable Rules, but: (1) are necessary to protect the public health and safety, and are generally applicable on a Citywide basis (except in the event of natural disasters as found by the Mayor or City Council, such as floods, earthquakes and similar disaster); or (2) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date).

1.11. **“Term”** means from the Effective Date of this Agreement until October 1, 2015.

2.

RECITALS OF PREMISES, PURPOSE AND INTENT.

2.1. **State Enabling Statute.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

“The Legislature finds and declares that:

“(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

“(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development.

“(c) The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed overtime for financing of public facilities.”

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties; and (2) to offset these restraints, seeks public benefits which go beyond those obtained by traditional City controls and conditions imposed on development project applications.

2.2. City Procedures and Actions.

2.2.1. Planning Commission Action. The Planning Commission held a duly noticed public hearing on September 4, 2008 regarding this Agreement.

2.2.2. City Council Action. The City Council on _____, 20__, after conducting a duly noticed public hearing, adopted Ordinance No. _____, to become effective thirty days thereafter, approving this Agreement, found that its provisions are consistent with the City’s General Plan and authorized the execution of this Agreement.

2.3. Purpose of this Agreement.

2.3.1. Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City’s policy of judicious restraints on its police powers, Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules and with the terms of this Agreement and subject to the City’s Reserved Powers. To the extent of Project development, and as provided by Section 3.1.1, Developer anticipates making capital expenditures in reliance upon this Agreement. In the absence of this Agreement, Developer would have no assurance

that it can complete the project for the uses and to the density and intensity of development set forth in this Agreement and the Project Approvals. This Agreement, therefore, is necessary to assure Developer that the Project will not be (1) reduced in density, intensity or use from what is set forth in the Project Approvals; or (2) subjected to new rules, regulations, ordinances or official policies which are not related to compliance with State or Federal mandates or health and safety conditions.

2.3.2. Mutual Objectives. Development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the objectives set forth in the General Plan and the Applicable Rules. Moreover, this Agreement will eliminate uncertainty in planning for and securing orderly development of the Property, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was adopted. The parties believe that such orderly development of the Project will provide many public benefits to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement. Additionally, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, the Agreement will provide the City with sufficient reserved powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the City, Developer will receive assurances that the Project may be developed during the term of this Agreement in accordance with the Applicable Rules and Reserved Powers, subject to the terms and conditions of this Agreement.

2.4. Applicability of this Agreement. This Agreement does not: (1) grant density or intensity in excess of that otherwise established in the Applicable Rules; (2) eliminate future Discretionary Actions relating to the Project if applications requiring Discretionary Action are initiated and submitted by the owner of a portion of the Property after the Effective Date; (3) guarantee that Developer will receive any profits from the Project; (4) prohibit the Project's participation in any benefit assessment district that is generally applicable to surrounding properties; or (5) amend the City's General Plan. This Agreement has a fixed term. Furthermore, in actions after the Effective Date applicable to the Project, the City may apply the new rules, regulations and official policies as are contained in its Reserved Powers.

3.

AGREEMENT AND ASSURANCES.

3.1. Agreement and Assurance on the Part of Developer. In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in Article 2 of this Agreement, Developer hereby agrees as follows:

3.1.1. **Project Development.** Developer agrees that it will use its commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to develop the Project in accordance with the terms and conditions of this Agreement and the Project Approvals.

3.1.2. **Public Benefit.** In partial consideration of the City entering into this Agreement, Developer will (a) reserve 15% of the residential units at prices affordable by moderate income families, and (b) relocate at no expense to the City an undisclosed sewer line running through the middle of the property.

3.1.3 **Timing of Development.** Buildout of the Project will occur incrementally and completion of construction of the Project is scheduled to occur prior to October 1, 2015. Beyond these general parameters, the Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project would be developed. These decisions depend upon numerous factors that are not all within the control of Developer, such as market orientation and demand, availability of financing and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of Developer and the City to hereby acknowledge and provide for the right of Developer to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. The City acknowledges that this right is consistent with the intent, purpose and understanding of the Parties to this Agreement. Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to commence or to continue development, and to develop the Project in accordance with the provisions and conditions of this Agreement and with the Applicable Rules.

3.2. **Agreement and Assurances on the Part of the City.** In consideration for Developer entering into this Agreement, and as an inducement for Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in Article 2 of this Agreement, the City hereby agrees as follows:

3.2.1. **Entitlement to Develop.** For the Term of this Agreement, Developer has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules and the Reserved Powers.

3.2.2. **Consistency with Applicable Rules.** Based upon all information

made available to the City up to or concurrently with the execution of this Agreement, the City finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, densities, designs, heights, signage regulations and other development entitlements incorporated and agreed to herein and in the Project Approvals.

3.2.3. Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general plan, specific plan or zoning regulation, adopted or becoming effective after the Effective Date, including, without limitation, any of these changes by means of ordinance, City Charter amendment, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the Mayor, City Council, Planning Commission of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules or this Agreement, shall not be applied to the Project unless these changes represent an exercise of the City's Reserved Powers. Notwithstanding the foregoing, Developer may, in its sole discretion, consent to the application to the Project of any change in the Applicable Rules.

3.2.4. Subsequent Development Review. The City shall not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Applicable Rules or the Reserved Powers. However, any subsequent Discretionary Action or Discretionary Approval initiated by Developer that is not otherwise permitted by the Project Approvals, which changes the uses, intensity, density, building height or timing of the Project, or decreases the lot area, setbacks, yards, parking or other entitlements permitted on the Property shall be subject to the rules, regulations, ordinances and official policies of the City then in effect.

3.2.5. Effective Development Standards. The City agrees that it is bound to permit the uses, intensity of use and density on the Property which are permitted by this Agreement, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action or Discretionary Approval which must be issued by the City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of developers by the City for processing applications for developments and consistent with this Agreement.

3.2.6. Interim Use. The City agrees that Developer may use the Property

during the term of this Agreement for any use which is otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use or pursuant to any approvals, permits, or other entitlements previously granted and in effect as of the Effective Date.

3.2.7. **Moratoria.** In the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, or otherwise after the Effective Date, which relates to the rate, timing, or sequencing of the development or construction on all or any part of the Property, including, without limitation, any ordinance, resolution or other measure restricting or precluding the issuance of building permits, the City agrees that the ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless the changes are both (a) found by the City to be necessary to protect the health and safety of the residents of the City, and (b) generally applicable on a Citywide basis (except in the event of natural disasters as found by the Mayor or the City Council, such as floods, earthquakes and similar disasters).

3.3. **Water Assessment.** Pursuant to Government Code section 65867.5, Developer and the City agree that any tentative map prepared for the Project shall comply with the provisions of Government Code section 66473.7.

4. PERIODIC REVIEW.

4.1. **Annual Review.** During the Term of this Agreement, the City shall review annually compliance with this Agreement by Developer. This periodic review shall be limited in scope to good faith compliance with the provisions of this Agreement as provided in the Development Agreement Act and Developer shall have the burden of demonstrating good faith compliance.

4.2. **Pre-Determination Procedure.** Submission by Developer of evidence of compliance with this Agreement, in a form which the Development Services Director may reasonably establish, shall be made in writing and transmitted to the Development Services Director not later than sixty (60) days prior to the yearly anniversary of the Effective Date. The public shall be afforded an opportunity to submit written comments regarding compliance to the Development Services Director at least sixty (60) days prior to the yearly anniversary of the Effective Date. All these public comments and final staff reports shall, upon receipt by the City, be made available as soon as possible to Developer.

4.3. **Director's Determination.** On or before the yearly anniversary of the Effective Date, the Development Services Director shall make a determination regarding whether or not Developer has complied in good faith with the provisions and conditions of this

Agreement. This determination shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Developer in the manner prescribed in Section 6.1. Copies of the determination shall also be available to members of the public.

4.4. **Appeal by Developer.** In the event the Development Services Director makes a finding and determination of non-compliance, Developer shall be entitled to appeal that determination to the Planning Commission. After a public hearing on the appeal, the Planning Commission shall make written findings and determinations, on the basis of substantial evidence, whether or not Developer has complied in good faith with the provisions and conditions of this Agreement.

4.5. **Period to Cure Non-Compliance.** If, as a result of this Annual Review procedure, it is found and determined by the Development Services Director or the Planning Commission, on appeal, that Developer has not complied in good faith with the provisions and conditions of this Agreement, the City, after denial of any appeal or, where no appeal is taken, after the expiration of the appeal period described in Section 6.3, shall submit to Developer by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 6.15, stating with specificity those obligations of Developer which have not been performed. Upon receipt of the notice of default, Developer, and/or any transferee, as the case may be, shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of the default(s) not later than one hundred twenty (120) days after receipt of the notice of default, or any longer period as is reasonably necessary to remedy the default(s), by mutual consent of the City and Developer, provided that Developer shall continuously and diligently pursue the remedy at all times until the default(s) is cured.

4.6. **Failure to Cure Non-Compliance Procedure.** If the Development Services Director finds and determines that Developer has not cured a default pursuant to this section, and that the City intends to terminate or modify this Agreement, the Development Services Director shall make a report to the Planning Commission. The Development Services Director shall then set a date for a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after the public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that (i) Developer has not cured a default pursuant to this Section, and (ii) that the City shall terminate or modify this Agreement as the case may be, the finding and determination shall be appealable to the City Council in accordance with Section 6.3. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity.

4.7. **Termination or Modification of Agreement.** The City may terminate
or
modify this Agreement, or those transferred or assigned rights and obligations, as the case may

be, after the final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3 relating to the defaulting parties rights and obligations hereunder. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

4.8. **Reimbursement of Costs.** The Developer or Transferee, as the case may be, shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required annual review.

5. DEFAULT PROVISIONS.

5.1. Default by Developer.

5.1.1. **Default.** In the event Developer fails to perform its obligations under this Agreement in a timely manner, the City shall have all rights and remedies provided for in this Agreement, which shall include compelling the specific performance of the obligations of Developer under this Agreement, or modification or termination of this Agreement, provided that the City has first complied with the procedure in Section 5.1.2.

5.1.2. **Notice of Default.** The City through the Development Services Director shall submit to Developer, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 6.16, identifying with specificity those obligations of Developer that have not been performed. Upon receipt of the notice of default, Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of the default(s) not later than one hundred twenty (120) days after receipt of the notice of default, or a longer period as is reasonably necessary to remedy the default(s), provided that Developer shall continuously and diligently pursue the remedy at all times until the default(s) is cured.

5.1.3. **Failure to Cure Default Procedure.** If after the cure period has elapsed, the Development Services Director finds and determines that Developer remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Director shall make a report to the Planning Commission and then set a public hearing before the Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Developer, or a Transferee, as the case may be, has not cured the default pursuant to this Section, and that the City shall terminate or modify this Agreement, Developer shall be entitled to appeal that finding and determination to the City Council in accordance with Section 6.3. In the event of a finding and determination that all defaults are cured, there shall be no

appeal by any person or entity.

5.1.4. Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, relating solely to the defaulting Developer or transferee and such defaulting party's portion of the Property after the final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3 relating to the defaulting parties rights and obligations hereunder. There shall be no termination or modification of this Agreement unless the City Council acts pursuant to Government Code section 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

5.2. Default by the City.

5.2.1. Default and Notice of Default. In the event the City does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefor, or as otherwise agreed to by the Parties, or the City otherwise defaults under the provisions of this Agreement, Developer shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement provided that Developer has first complied with the procedures in Section 5.2.2.

5.2.2. Notice of Default. Developer shall first submit to the City a written notice of default stating with specificity those obligations that have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of the default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or a longer period as is reasonably necessary to remedy the default(s), provided that the City shall continuously and diligently pursue the remedy at all times until the default(s) is cured. In the case of a dispute as to whether the City has cured the default, the Developer shall submit the matter to arbitration pursuant to Section 6.5 of this Agreement.

5.3. No Monetary Damages. It is acknowledged by the Parties that the City would not have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. The Parties agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify the exposure. Therefore, the Parties agree that each of the Parties may pursue any remedy at law or equity available for any breach of any provision of this Agreement, except that the Parties shall

not be liable in monetary damages and the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement.

6. GENERAL PROVISIONS.

6.1. **Effective Date.** This Agreement shall be effective thirty days after adoption of Ordinance No. _____.

6.2. **Term.** The term of this Agreement (“Term”) commenced on October 7, 2008 and shall extend until October 1, 2015, unless the Term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. This Agreement shall extend the term of the _____ approved by the City Council on _____ for the Term of this Agreement. Following the expiration of the Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals on the Property approved concurrently with, or subsequent to, the Effective Date. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the City’s Reserved Powers or moratoria.

6.3. **Appeals to City Council.** Where an appeal by Developer to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, that appeal shall be taken, if at all, within twenty (20) days after the mailing of the finding and/or determination to Developer. The City Council shall act upon the finding and/or determination of the Planning Commission within eighty (80) days after the mailing, or within any additional period as may be agreed upon by Developer and the Council.

6.4. **Enforced Delay; Extension of Time of Performance.** In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which the party is prevented from, or is unreasonably interfered with, the doing or completion of the act, matter or thing because of causes beyond the reasonable control of the party to be excused, including: war; insurrection; riots; floods; earthquakes; fires; casualties; disasters; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs (*e.g.*, the annual review)); any approval required by the City (not including any period of time normally expected for the processing of the approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City’s Reserved Powers; or similar bases for excused performance which is not within the

reasonable control of the party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Developer or, if not dismissed within ninety (90) days, by any third Parties against Developer. If written notice of the delay is given to either party within thirty (30) days of the commencement of the delay, an extension of time for cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

6.5. **Dispute Resolution.**

6.5.1. **Dispute Resolution Proceedings.** The Parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions of interpretation under this Agreement. These dispute resolution proceedings may include: (a) procedures developed by the City for expeditious interpretation of questions arising under development agreements; (b) non-binding arbitration as provided below; or (c) any other manner of dispute resolution which is agreed upon by the Parties.

6.5.2. **Arbitration.** Any dispute between the Parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by an arbitrator who is selected by mutual agreement of the Parties.

6.5.3. **Arbitration Procedures.** Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) nor more than ninety (90) days from the effective date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure Section 638, *et seq.*, or under other procedures as are agreeable to both Parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to the proceeding.

6.5.4. **Extension of Agreement Term.** The Term of this Agreement as set forth in Section 6.2 shall automatically be extended for the period of time in which the Parties are engaged in dispute resolution to the degree that an extension of the Term is reasonably required because activities which would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of this dispute resolution.

6.6. **Legal Action.** Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto.

6.7. **Applicable Law.** This Agreement shall be construed and enforced in

accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Ventura, State of California for state actions and the Central District of California for any federal actions.

6.8. **Amendments.** This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement in accordance with Government Code Section 65868. Any amendment to this Agreement which relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements relating to subsequent Discretionary Action, or any conditions or covenants relating to the use of the Property not allowed or provided for under the Applicable Rules or the Project Approvals shall require notice and public hearing before the Parties may execute an amendment thereto. Developer shall reimburse the City for its actual costs, reasonably and necessarily incurred, to review any amendments requested by Developer including the cost of any public hearings.

6.10. **Assignment and Sale of Lots.** It is contemplated that certain lots with the Property will be sold by Developer over time, either prior to or subsequent to development of said lots. Developer may sell or assign all or any portion of its interests in this Agreement, in the Project, in the Property or in any portion thereof, provided that such sale or assignment conforms with this Section 6.10. The City acknowledges that Developer may sell lots either prior to or subsequent to development without the consent, approval or action of, or notice to, the City. The purchaser of such lots shall be entitled to the rights and benefits of Developer under this Agreement provided however, that Developer shall remain responsible for carrying out any remaining obligations of Developer as required by this Agreement as set forth in Section 3.1 until the last lot in the Property is sold or until Developer assigns or transfers its interests in the Project or the Property and the assignee or transferee assumes any remaining obligations of Developer under this Agreement.

6.11. **Covenants.** The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of the Parties hereto and all successors, transferees and assigns of the Parties, including any transferee of Developer.

6.12 **Statue of Limitation and Laches.** The City and Developer agree that each party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that Section 65009(c) of the Government Code, which provides for a 90 day statute of limitation to challenge the enactment or amendment of a zoning ordinance, is applicable to this Agreement, which will provide for development consistent with the zoning ordinance. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this

Agreement be challenged by any third party litigation which is filed and served more than 90 days after the execution of this Agreement, the City and Developer shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses.

6.13. Cooperation and Implementation.

6.13.1. **Processing.** Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, the City shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Property in accordance with the terms of this Agreement. Developer shall, in a timely manner, provide the City with all documents, plans and other information necessary for the City to carry out its processing obligations

6.13.2. **Other Governmental Permits.** Developer and/or any transferee shall apply in a timely manner for other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with Developer and/or any transferee, as the case may be, in its endeavors to obtain the permits and approvals and shall, from time to time at the request of Developer, and/or any transferee, as the case may be, attempt with due diligence and in good faith to enter into binding agreements with any entity to ensure the availability of permits and approvals, or services, provided the agreements are reasonable and not detrimental to the City. These agreements may include, but are not limited to, joint powers agreements under the provisions of the Joint Exercise of Powers Act (Government Code Section 6500, *et seq.*) or the provisions of other laws to create legally binding, enforceable agreements between the Parties. To the extent allowed by law, Developer and/or any transferee, as the case may be, shall be a party to any agreement, or a third party beneficiary of the agreement, entitled to enforce for its benefit on behalf of the City, or in its own name, the rights of the City or Developer and/or any transferee, as the case may be, thereunder or the duties and obligations of the Parties thereto. Developer and/or any transferee, as the case may be, shall reimburse the City for all costs and expenses incurred in connection with seeking and entering into any agreement provided that Developer and/or any transferee, as the case may be, has requested it. Developer and/or any transferee, as the case may be, shall defend the City in any challenge by any person or entity to any agreement, and shall reimburse the City for any costs and expenses incurred by the City in enforcing any agreement. Any fees, assessments, or other amounts payable by the City thereunder shall be borne by Developer and/or any transferee, as the case may be, except where Developer and/or any transferee, as the case may be, has notified the City in writing, prior to the City entering into an agreement, that it does not desire for the City to execute an agreement.

6.13.3. **Cooperation in the Event of Legal Challenge.** In the event of

any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate in defending the action.

6.14. **Relationship of the Parties.** It is understood and agreed by the Parties hereto that the contractual relationship created between the Parties hereunder is that Developer is an independent contractor and not an agent of the City. Further, the City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

6.15. **Hold Harmless.** Developer hereby agrees to and shall indemnify, save, hold harmless and defend the City, and its elected and appointed representatives, boards, commissions, officers, agents, and employees (collectively, "the City" in this Section), from any and all claims, costs, and liability for any damages, personal injury or death which may arise, directly or indirectly, from such Developer or such Developer's contractors, subcontractors', agents', or employees' operations in connection with the construction of the Project, whether operations be by such Developer or any of such Developer's contractors, subcontractors, by anyone or more persons directly or indirectly employed by, or acting as agent for such Developer or any of such Developer's contractors or subcontractors. Developer further agrees to and shall indemnify, save, hold harmless and, if requested by the City, such Developer shall defend the City in any action brought by a third party (1) challenging the validity of this Agreement or (2) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement. Nothing in this Section shall be construed to mean that each Developer of any portion of the Property shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the negligent acts, or negligent failure to act, on the part of the City. City agrees that it shall fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the City harmless. City may make all reasonable decisions with respect to its representation in any legal proceeding.

6.16. **Notices.** Any notice or communication required hereunder between the City or Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing this notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, to which the notice or

communication shall be given. These notices or communications shall be given to the Parties at their addresses set forth below:

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If to the City:

City of Oxnard
300 West Third Street, Third Floor
Oxnard, California 93030
Attention: City Manager

with copies to:

City of Oxnard
300 West Third Street, Third Floor
Oxnard, California 93030
Attention: City Attorney

If to Aldersgate Investment, LLC

300 Esplanade Drive, Suite 430
Oxnard, California 93036

Attention: Ernest Mansi

with copies to: Schroeder, Comis,
Nelson & Kahn

300 Esplanade Drive, Suite 1170
Oxnard, California 93036

Attention: Mitchell B. Kahn

6.17. **Recordation.** As provided in Government Code Section 65868.5, the City Clerk of Oxnard shall record a copy of this Agreement with the Registrar-Recorder of the County of Ventura within ten (10) days following its execution by both Parties. Developer shall provide the City Clerk with the fees for recording prior to or at the time of recording.

6.18. **Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which the person acquired an interest in the Property.

6.19. **Successors and Assignees.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Property and their respective successors and assignees.

6.20. **Severability.** If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of that provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

6.21. **Time of the Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

6.22. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

6.23. **No Third Party Beneficiaries.** The only Parties to this Agreement are the City and Developer and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

6.24. **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

6.25. **Legal Advice.** Neutral Interpretation; Headings, Table of Contents.
Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to that party as the source of the language in question. The headings and table of contents used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

6.26. **Discretion to Encumber.** This Agreement shall not prevent or limit Developer in any manner, at its sole discretion, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage, deed of trust or other security device securing financing with respect to the property or its improvements.

6.27. **Entitlement to Written Notice of Default.** The mortgagee of a mortgage or beneficiary of a deed of trust ("Mortgagee") encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Developer of the performance of

Developer's obligations under this Agreement which has not been cured within sixty (60) days following the date of default. The Mortgagee shall have the right, but not the obligation, to cure the default for a period of thirty (30) days after receipt of such notice of default.

Notwithstanding the foregoing, if such default shall be a default which can only be remedied by such Mortgagee obtaining possession of the Property, or any portion thereof, and such Mortgagee seeks to obtain possession, such Mortgagee shall have until thirty (30) days after the date of obtaining such possession to cure such default, provided that such default is cured no later than one (1) year after Mortgagee obtains such possession. Any Mortgagee who takes title to all of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or a deed in lieu of foreclosure, shall succeed to the rights and obligations of the Developer under this Agreement as to the Property or portion thereof so acquired; provided, however, in no event shall such Mortgagee be liable for any defaults or monetary obligations of the Developer arising prior to acquisition of title to the Property by such Mortgagee, except that the Mortgagee shall not be entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary or non-monetary obligations due under this Agreement for the Property, or portion thereof acquired by such Mortgagee, have been satisfied.

6.28. **Tentative Maps.** Pursuant to California Government Code Section 66452.6(a), the duration of tentative maps filed subsequent to the Effective Date shall automatically be extended for the Term of this Agreement.

6.29. **Counterparts.** This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

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

Aldersgate Investment, LLC
of the State of California

City of Oxnard, a municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Dr. Thomas E. Holden, Mayor

ATTEST:

By: _____
Daniel Martinez
City Clerk

Approved as to form:

Approved as to form:

By: _____
Mitchell B. Kahn, Esq.
Schroeder, Comis, Nelson
& Kahn
Counsel for Developer

By: _____
Alan Holmberg
Acting City Attorney

ATTEST:

By: _____
Daniel Martinez
City Clerk

EXHIBIT A

REAL PROPERTY DESCRIPTION