



Planning Division

PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Kathleen Mallory, AICP, Contract Planner

DATE: September 18, 2008

SUBJECT: Planning & Zoning Permit Nos. 06-620-03 (General Plan Amendment), 08-630-02 (Specific Plan Adoption), 06-570-05 (Zone Change), and 06-300-08 (Tentative Subdivision Map for Tract No. 5745), 06-670-02 (Development Agreement) and 06-260-01 (Mobile Home Closure Permit) for the Village Specific Plan Generally Located on the South Side of Highway 101, Between Ventura Road and Oxnard Boulevard, north of the Railroad Tracks.

1) Recommendation: That the Planning Commission:

- a. Adopt a resolution certifying FEIR No. 06-04 for the Oxnard Village Specific Plan Project (FEIR).
- b. Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 06-620-03 (general plan amendment).
- c. Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 08-630-02 (specific plan amendment).
- d. Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 06-570-05 (zone change).
- e. Adopt a resolution approving Planning and Zoning Permit No. 06-260-01 (Mobile Home Closure Permit).
- f. Conduct a public hearing regarding Planning and Zoning Permit No. 07-670-02 (Development Agreement).

2) Project Description and Applicant: The Village Specific Plan (VSP) project involves redevelopment of approximately 64 acres generally located near the northwestern edge of the City of Oxnard, bounded by Highway 101 to the north, Oxnard Boulevard to the east, the Union Pacific Railroad and El Rio Drain to the south, and North Ventura Road to the west. The existing general plan designation is Commercial Regional and the existing zoning designations

are General Commercial Planned Development (C-2-PD) and Commercial and Light Manufacturing (CM). New general plan and zoning designations will be created for the project area through the Village Specific Plan document. The VSP is located within the Historic Enhancement and Revitalization of Oxnard (HERO) redevelopment area. The proposed specific plan would allow a maximum of 1,500 residential dwelling units ranging from single-family to high-density housing (up to 25 stories). Approximately 50,400 sq. ft. would accommodate neighborhood serving commercial uses, and 6.3 acres for open space and parks. A transit center and associated parking would also be constructed within the VSP area. Fifteen percent (15%) or 225 of the total units would be designated on site as “affordable housing” and would be required to meet the City’s income criteria for very low, low, and moderate-income families. Approval of a mobile home closure permit is also being requested along with a tenant relocation benefit package. Closure procedures would be consistent with the City of Oxnard’s Mobile Home Park Closure Ordinance (Ordinance No. 2097). An environmental impact report (EIR) has been prepared for the proposed specific plan project, and certification of Final EIR No. 06-03 will also be considered. Filed by the Daly Group, 31238 Via Colinas, Suite F, Westlake Village, CA 91362.

- 3) Existing & Surrounding Land Uses:** The VSP site is generally level and currently fully developed with a variety of uses. These uses are not all fully occupied, and include a 171-space mobile home park 564,906 sq. ft. of industrial uses, and 134,318 sq. ft. of commercial uses.

Surrounding land uses are described below and shown within Attachment A:

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	General Commercial Planned Development (C-2-PD) and Commercial and Light Manufacturing (CM)	Commercial Regional (CR)	Neighborhood retail center, mobile home park, hotel/motel/restaurant complex, and assorted industrial and commercial uses
North	C-2-PD	CR	101 Freeway and RiverPark Master Planned Community
South	Single Family Residential (R1) and Manufactured Home Planned Development (MHPD)	Residential Low density 3-7 du/ac and Factory Built 1-7 du/ac	Southern Pacific Rail Road, El Rio Drain and South Bank Neighborhood
East	C-2-PD	CR	Oxnard Boulevard,

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
			Esplanade Shopping Center & Financial Plaza
West	County Unincorporated	County Unincorporated	Ventura Road and Santa Clara River

4) **Background Information:** From 1946 through 1949 the northeast portion of the site was developed with a 46-unit western themed Wagon Wheel motel and restaurant, an 18-unit Junction Motel and a golf driving range. Between the mid-1950s to mid-1960s, the Wagon Wheel area was further developed as an industrial/commercial subdivision including, among others, a bowling alley (1953), a skating rink (1956), a bottling plant for the Seven-Up Company (1955) and a mobile home park (circa-1954) on the acreage behind the hotel and restaurant complex. By the late-1960s Wagon Wheel Junction began to slowly decline as a commercial/retail and tourist hub for Oxnard. The westerly area was redeveloped into neighborhood shopping center in 1985, but was not successful.

In 1998, the City established the Historic Enhancement and Revitalization of Oxnard (HERO) Redevelopment Project and placed Wagon Wheel into a designated redevelopment project area. The objectives of the HERO Redevelopment Project include elimination of blight, economic revitalization, infrastructure improvement, structural rehabilitation, possible hazardous waste cleanup assistance, and other types of assistance for each sub-area within the redevelopment district. This action was followed by redevelopment of the adjacent Esplanade Shopping Center in 2001 and approval of the Riverpark master-planned community in 2002.

5) **Environmental Determination:** The proposed development is subject to review in accordance with California Environmental Quality Act (CEQA). In accordance with Section 15060 of the California Code of Regulations, in October 2006 the Planning Division of the City of Oxnard determined that an EIR was required for the Village Specific Plan (VSP). Accordingly, a Notice of Preparation was distributed advising the public and responsible agencies that an EIR would be prepared. CEQA classifies environmental impacts by level of impact, as follows:

- Class I, Significant and unavoidable (incapable of being reduced to acceptable levels);
- Class II, Potentially significant, but mitigable (avoidable through imposition of mitigation measures which reduce significant impacts to acceptable levels); and
- Class III, Less than significant (mitigation measures are recommended but not required).

The Draft EIR (DEIR) addressing the potential environmental effects of the proposed development project was prepared and circulated for a 49-day review period that extended from

May 30 to July 18, 2008. A public hearing on the DEIR was conducted before the Planning Commission on July 17, 2008.

The Final (FEIR) addresses written comments submitted by over 62 commentors. As a result of the comments, changes and corrections were made to several DEIR sections that are detailed in the attached FEIR document under Section 8.0 Comments and Responses, and Section 9.0 Corrections and Additions. FEIR Section 10.0 Mitigation Monitoring and Reporting Program, illustrates the process for implementing all required mitigation measures (see Attachment B, provided to the Commission under separate cover). Comments received during the review period identified a number of concerns, including Santa Clara River levee sufficiency, affordable housing requirements, historic resource protection, traffic, and mobile home closure impacts to name a few. Staff has worked with the consultant to resolve the concerns identified during the public review period. All comments received during the public comment period have been addressed in the FEIR. As required by CEQA, written responses to comments were provided to each commenting agency at least ten days before the scheduled hearing on the certification of the FEIR.

Based upon the environmental analysis contained in the FEIR, aesthetics and cultural resources were identified as having significant adverse (Class 1) environmental impacts as follows:

- Aesthetics (AES-1) – visual character of the VSP area would be substantially altered through the introduction of three high-rise structures surrounded by relatively dense low and mid rise development to a site which is primarily developed with one and two story structures and surface parking lots.
- Aesthetics (AES-2) – View of transverse ranges to the north and of the Santa Monica Mountains to the east would be partially blocked by the proposed structures from certain public roads including two of those identified as view corridors in the City's 2020 General Plan.
- Cultural Resources (CR-2) – Demolition of on site buildings as follows: Junction and Wagon Wheel Motel, Wagon Wheel Restaurant (both potentially eligible for listing as a City of Oxnard landmark), El Ranchito Restaurant, Wagon Wheel Bowling Alley (potentially eligible for listing as a City of Oxnard landmark, in conjunction with other two properties).

Certification of the FEIR will require that the Planning Commission make a Statement of Overriding Consideration which is contained within the resolution of approval (see Attachment F). The rationale for City support of the VSP although three significant impacts will ensure is contained within the resolution of EIR certification. Commission certification of the FEIR is on the Planning Commission's agenda for September 18, 2008.

After distribution of the FEIR, an error was identified in a few sections of the FEIR document; therefore, Errata Sheet Number 1 was prepared (see Attachment B). The purpose of this errata sheet is to identify typographical errors in the published FEIR and correct these errors as part of the administrative and public record. None of these changes rise to the level of significant new information or identify new significant impacts, substantial increases in the severity of identified impacts, or result in the need for new mitigation measures.

6) Analysis:

a) General Discussion: The proposed specific plan project involves the phased redevelopment of all existing uses on the site with a mixed-use commercial and residential, pedestrian and transit-oriented development project. Proposed land uses include 30.8 acres of High Density Residential; 0.6 acres of Live/Work town homes, 2.1 acres of Very High Density Residential; 4.8 acres of High-Rise Residential; 8.0 acres of Mixed Use (including 50,400 sq. ft. of commercial space, including 4,000 sq. ft. of office space); 0.6 acre transit center; 6.3 acres of Community Parks and Open Space; and 10.1 acres for major streets. A total of 1,500 attached residential units are proposed (see Attachment C, Specific Plan).

The project would be constructed in four phases over five to seven years as outlined below and as illustrated in Figure 2-15 of the FEIR and described below:

Phase I includes:

- Demolition of all areas east of the Wagon Wheel Bowling Alley and Wagon Wheel Trailer Lodge
- Grading of pads for development of Planning Areas 17-21
- Installation of basic backbone infrastructure required to serve just Phase I areas
- Development of public and private streets
- Construction of commercial space and residential units within Planning Areas 17-21 (approx. 600 units and 50,000 sq. ft. of retail space) – all mixed use units

Phase II includes:

- Demolition of Wagon Wheel Shopping Center (including the bowling alley and rink)
- Grading of pads for development of Planning Areas 1-3
- Installation of basic backbone infrastructure required to serve Phase II areas
- Development of public and private streets
- Construction of affordable housing units for mobile home park replacement housing
- Construction of highway 101 entry landscaping
- Construction of transit center

Phase III includes:

- Closure of Wagon Wheel Trailer Lodge
- Demolition of remaining areas of the site
- Grading of pads for development of Planning Areas 4-16
- Installation of remaining infrastructure required to serve Phase III areas
- Construction of residential units and parks in Planning Areas 4-15

Phase IV includes:

- Construction of High Rise residential units in Planning Area 16.

b) General Plan Consistency: Approval of a General Plan text and map amendment are requested to facilitate construction of the project. The VSP site is designated Commercial Regional (CR) in the 2020 General Plan, and is located in the area identified in the 2020 General Plan as the ‘Wagon Wheel Specific Planning Area.’ Implementation Measure 3 of the 1990 General Plan calls for preparation and adoption of a specific plan for the Wagon Wheel area.

The project’s consistency with the City’s General Plan is discussed in detail in Chapter 9.0 of the Village Specific Plan, and is summarized below. Since the proposed VSP is generally inconsistent with the existing land use designation and zoning, including residential density and building height, the specific plan project includes a General Plan Amendment to change the site’s land use designation from CR to Specific Plan, which would allow a range of uses including residential densities of up to 100 units per acre, Mixed Use, Commercial, Public Facilities (transit center) and parks and recreation facilities. The applicable General plan Elements that contain policies applicable to this project are as follows: Growth Management, Land Use, Circulation, Public Facilities, Open Space, Safety, Noise, Economic Development, Community Design, Parks and Recreation, and Housing. An analysis of specific plan projects consistency with General Plan policies is as follows:

POLICY	DISCUSSION
<p>Growth Management Element Policies</p> <p>Policy 1 - Sensible urban growth based on the ability to provide the necessary governmental services and municipal utilities.</p> <p>Policy 2 - Maintain the quality of life desired by the residents of Oxnard.</p> <p>Policy 3 - Orderly growth and development that is consistent over</p>	<p>The VSP proposes the re-use of the fully developed Wagon Wheel site within the City of Oxnard’s HERO Redevelopment Project Area. Previous development of the subject site and the surrounding areas has established the majority of the infrastructure to support the proposed development. Development will be phased according to the phasing plan provided in the Specific Plan to ensure that adequate infrastructure and municipal services are in place prior to issuance of a building or occupancy permits. Therefore, the VSP is consistent with Growth Management Policy #1.</p> <p>The proposed VSP includes a mixed-use, pedestrian friendly, transit-oriented community with unique and</p>

POLICY	DISCUSSION
<p>the life of the 2020 General Plan, fostered by the CURB.</p>	<p>high quality building architecture and landscaped environments. The VSP proposes redevelopment of outdated commercial and industrial uses and the relocation of the mobile home park residents into the project's on-site affordable housing. Therefore the proposed improvements will help to improve the quality of life for residents of Oxnard, and the VSP is consistent with Growth Management Policy #2.</p> <p>The VSP is located within the City of Oxnard's Urban Restriction Boundary (CURB) line and therefore is consistent with Growth Management Policy #3.</p>
<p>Land Use Element Goals</p> <p>Goal 1 - A balanced community meeting housing, commercial and employment needs consistent with the holding capacity of the City.</p> <p>Goal 2 - Preservation of scenic views, natural topography, natural amenities, and air quality.</p> <p>Goal 3 - A balance between jobs and housing within a reasonable commuting distance from each other.</p>	<p>The VSP proposes a range of higher density housing types, including affordable housing for families and senior citizens, and neighborhood serving commercial-retail.</p> <p>To optimize the site's freeway visibility, the VSP proposes enhanced landscaping treatments and City signage along its northern, western and eastern frontages that will serve as attractive gateways into Oxnard. These landscaped areas will also serve as buffers between the subject property and surround roadways. Scenic views from the VSP site as well as scenic views from outside the VSP area will be preserved and enhanced with the proposed European architecture and landscaped environments. Therefore, the VSP is consistent with Land Use Goal #2.</p> <p>The VSP proposes to integrate approximately 50,400 sq. ft. of commercial retail uses and 1,500 residential uses within the 64-acre VSP site. All of the commercial services will be located within walking distance of the proposed residential, and interconnected with pedestrian pathways and bike lanes. In addition, the VSP is within 0.2 miles of the commercial services within the Esplanade Center. Therefore, the VSP is consistent with Land Use Goal #3.</p>
<p>Land Use Element Infill /Modification Area Policies</p> <p>Policy 1 - Land uses should be developed at a level of intensity</p>	<p>The Riverpark Town Center, the existing Esplanade Center, and the Topa Financial Plaza provide regional commercial office and retail uses along the northern Oxnard boulevard corridor. Based upon a market study prepared by Economics Research Associates, Inc., it was</p>

POLICY	DISCUSSION
<p>comparable to the Town Center.</p> <p>Policy 2 - Establish commercial and office land uses serving a regional market.</p> <p>Policy 3 - Designate as a Specific Plan Area and implement a specific plan that would:</p> <ul style="list-style-type: none"> -- include reuse criteria -- include a mixed-use concept -- provide for unique architecture -- fit with the physical constraints of traffic circulation. 	<p>determined that neighborhood serving commercial retail uses in combination with high density residential uses was appropriate for the subject property. Therefore, the VSP is consistent with Land Use Policies #1 and 2</p> <p>The VSP proposes to re-use concrete and asphalt material generated during the demolition of existing facilities as part of new construction. The VSP land use plan requires mixed land uses, and the design guidelines specify building designs using high quality and unique architecture. The VSP circulation plan maintains the site's existing vehicle access points from Ventura Road and Oxnard Boulevard and provides an interconnected network of internal streets, which disperse traffic flow and provide an efficient linkage between Oxnard Boulevard and Ventura Road. Therefore, the VSP is consistent with Land Use Policy #3.</p>
<p>Circulation Element Goals</p> <p>Goal 1 - A transportation system that supports existing, approved and planned land uses throughout the City while maintaining a level of service "C" on all streets and at all intersections.</p> <p>Goal 2 - A public transportation system that serves the needs of residents and workers of Oxnard.</p>	<p>The VSP was designed to encourage pedestrian activity over automobile usage by including commercial uses and recreational amenities within ¼ to ½ mile of all planned residential dwellings; providing an interconnected, pedestrian friendly street network; and providing a sub-transportation center to reach essential goods, services, employment centers. According to the traffic analysis within the DEIR, with the implementation of the mitigation measures, the VSP traffic would not significantly impact area intersections. Therefore the proposed transportation system will support existing, approved and planned uses, and is consistent with Circulation Goal #1.</p> <p>To promote the use of mass-transit, The VSP includes the development of a Sub-Transportation Center that will provide a full range of transit services, such as Gold Coast Transit and Vista bus services, van pool service, car sharing, electric car rental, bicycle rental/storage, 50 designated parking spaces for a park and ride, and a future metrolink stop for residents and businesses within northern Oxnard. Therefore, the VSP is consistent with Circulation Goal #2 and Circulation Policies #6 and 9.</p>
<p>Circulation Element Policies</p> <p>Policy 1 - Minimize conflicts</p>	<p>The VSP was designed with a mix of commercial and residential uses within a comfortable walking distance of one another and a variety of interconnected, pedestrian</p>

POLICY	DISCUSSION
<p>between automobiles, bicycles and pedestrians.</p> <p>Policy 2 - Reduce congestion at major intersections within the City of Oxnard.</p> <p>Policy 3 - Minimize vehicle miles traveled.</p> <p>Policy 4 - Achieve a level of service "C" on all City roads where feasible, subject to necessary environmental review.</p> <p>Policy 5 - Reduce dependency on automobile use for travel needs and increase the use of alternative forms of transportation as a means of reducing energy consumption and vehicle emissions.</p> <p>Policy 6 - Increase transit ridership through improved local transit service.</p> <p>Policy 7 - Develop street designs, install signals and signs, and remove unnecessary all-way stops to minimize interruption in traffic flow.</p> <p>Policy 8 - Provide a City wide system of safe, efficient and attractive bicycle routes for commuter, school and recreational use.</p> <p>Policy 9 - Increase public transportation service to areas of high utilization, such as military bases, commercial centers, business and industrial parks, and other work areas.</p>	<p>friendly streets, off-street and on-street bike paths, and an efficient hierarchy of streets utilizing traffic calming measures at key intersections. Therefore, the VSP is consistent with Circulation Policies #1, 3, 5 and 8.</p> <p>Traffic impacts were analyzed at 18 intersections surrounding the subject property. Under existing traffic conditions, two intersections, Oxnard Boulevard/Saviers Road/Wooley Road and Oxnard Boulevard/Vineyard Avenue, operate below Level of Service "C". Under the existing projects plus pending projects traffic conditions (without project traffic), one intersection is projected to operate at LOS F, and six intersections are projected to operate at LOS D or E during the p.m. peak hour; none of the intersections operate below LOS C during the a.m. peak hour. The DEIR requires the VSP project to implement specific traffic mitigation measures at Oxnard Boulevard/ Vineyard Avenue, Oxnard Boulevard/US 101 Northbound Off-Ramp, and Oxnard Boulevard/Main Street (Spur Drive). Implementation of these mitigation measures will reduce both project specific and cumulative traffic impacts to less than significant levels.</p> <p>Therefore, the VSP is consistent with Circulation Policies #2 and 4.</p>
Public Facilities Element Goals	The VSP site is currently developed with residential,

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<p>Goal 1 - Public facilities and services adequate to serve existing and future development within the City's Urban Service Area.</p>	<p>commercial and industrial uses. As a result, the full spectrum of wet and dry utilities necessary to serve future development is already in place. As part of any future development plans, the existing on-site utilities will be analyzed to determine the current capacity and will be either retained, or replaced with infrastructure of appropriate size and capacity to serve the proposed uses. Future development of the subject site will be phased to ensure that adequate infrastructure and municipal services are in place prior to issuance of an occupancy permit. Waste disposal facilities within the Village will be provided consistent with City of Oxnard standards, which encourage recycling through the use of household recycling bins. Therefore, the VSP is consistent with Public Facilities Goal #1.</p>
<p>Open Space and Conservation Element Goals</p> <p>Goal 1 - Maintenance and enhancement of natural resources and open space.</p>	<p>The VSP proposes the redevelopment of a 63-acre site within an urbanized area of Oxnard. As a result, it will not impact existing open space or agricultural areas. Therefore, the VSP consistent with Open Space and Conservation Goal #1.</p>
<p>Safety Element Goals</p> <p>Goal 1 - Maintenance and enhancement of a safe community.</p>	<p>Redevelopment of the existing Wagon Wheel center will remove a number of dilapidated vacant buildings, which are vandalized on a regular basis, and replace them with safe new residential and commercial buildings. Therefore, the VSP consistent with Safety Goal #1.</p>
<p>Noise Element Goals</p> <p>Goal 1 - A quiet environment for the residents of Oxnard.</p>	<p>The VSP is bordered on two sides by high-level noise producers, including the Ventura Freeway and the Southern Pacific Railroad. As a result, appropriate setbacks and noise reducing mitigation measures (such as sound walls, berming, building walls, and sound reducing windows) are included as part of the project design in order to reduce and/or avoid significant noise impacts. In addition, the EIR prepared for the VSP concluded that with incorporation of mitigation measures designed to reduce noise from the construction phases of the project, and mitigation measures designed to reduce noise levels affecting future residents of the VSP, noise impacts can be reduced to less than significant levels. Therefore, the VSP is consistent with Noise Goal #1.</p>
<p>Economic Development Element Goals</p> <p>Goal 1 - A stable, diversified, and well-balanced economy.</p>	<p>The VSP provides a wide variety of land uses intended to: (1) stimulate balanced growth of sufficient scale without impacting undeveloped land or the City's downtown business, (2) generate a range of employment opportunities (such as retail and office) adjacent to residential uses, (3) improve access to the City's</p>

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<p>Goal 2 - Optimum utilization of natural and man-made resources.</p> <p>Goal 3 - A variety of economic opportunities throughout the City.</p> <p>Goal 4 - A revitalized downtown area of the City.</p>	<p>transportation services by providing an on-site Transportation Center, and (4) generate significant revenue for the City of Oxnard in the form of tax-increment revenue, increases in sales tax revenue, and payment of development fees. Therefore, the VSP is consistent with Economic Development Goals #1 and 4.</p>
<p>Community Design Element Goals</p> <p>Goal 1 - A unified and high quality visual image for the City.</p> <p>Goal 2 - A thoughtful and sympathetic relationship between the built environment and the natural environment.</p>	<p>The VSP is located within the Historic Enhancement and Revitalization of Oxnard (HERO) project area. The current condition of the site includes a number of abandoned buildings, under-utilized commercial and industrial areas, and a mobile home park. The Village will turn the existing blighted site into an attractive mixed-use neighborhood. The VSP is designed as a model of “Smart Growth” within a relatively urban setting. The revitalization of an underutilized and blighted commercial/industrial center and the proposed relocation of the mobile home park residents as part of the VSP will not encroach into the natural environment and thus will improve the visual character of northern Oxnard without affecting the agricultural character of Oxnard and greater Ventura County. Therefore, the VSP is consistent with Community Design Goals #1 and 2.</p>
<p>Parks and Recreation Element Goals</p> <p>Goal 1 - A variety of quality recreation facilities and resources for Oxnard residents.</p>	<p>In place of the existing under-utilized commercial and industrial uses on site, the VSP proposes the construction of a wide variety of passive and active recreational opportunities combined with the payment of Quimby Fees to meet the needs of future residents and the greater Oxnard community by the year 2020. Therefore, the VSP is consistent with Parks and Recreation Goal #1.</p>
<p>Housing Element Goals</p> <p>Goal 2 - Provide increased opportunities for the construction of quality housing.</p> <p>Goal 3 - Expand and protect housing opportunities for lower-income households and special needs groups.</p> <p>Goal 5 - Ensure fair and equal housing opportunity.</p>	<p>The VSP proposes 1,500 dwelling units. These dwellings are designed as a mix of high quality multi-family building types that will help meet the existing and projected housing needs of the City of Oxnard. The housing mix includes townhouses, condominiums, apartment homes, live/work townhouses, and high-rise condominiums, all proposed at various sales prices and rental rates. Fifteen percent (15%), or 225 dwellings will be constructed on-site and designated as housing affordable for very low, lower, low, and moderate income families. A portion of these affordable housing units will be designated as replacement housing for qualified residents of the Wagon Wheel Trailer lodge.</p>

POLICY	DISCUSSION
<p>Housing Element Policies</p> <p>Policy 1.6 - Continue to support the modernization of public housing, City-assisted housing, and other homes affordable to lower-income households.</p> <p>Policy 2.2 - Encourage the production of housing that meets all economic segments of the population, including lower-, moderate- and upper income housing to achieve a balanced community.</p> <p>Policy 2.3 – Ensure that sites for residential development have appropriate services and facilities, including sewage collection and treatment, domestic water supply, and other needed infrastructure.</p> <p>Policy 3.3 – Continue to require new housing developments to reserve a portion of units for lower-income households through the Affordable Housing Ordinance. Establish the following priorities for fulfillment of Ordinance requirements: 1st priority – affordable units on-site, 2nd priority: affordable units off-site; and 3rd priority: in-lieu housing fee.</p> <p>Policy 5.4 – Encourage the production and dispersal of new affordable housing for lower-income households throughout the City to promote wider choice and avoid an over-concentration in any one residential community.</p>	<p>The remaining affordable housing units will be available for other qualified residents within the City of Oxnard. Therefore, the VSP is consistent with Housing Goals #2 and 5, and Policies #1.6, 2.2, 3.3 and 3.6.</p> <p>In lieu of conserving the deteriorating Wagon Wheel Trailer Lodge, the VSP proposes the construction of new affordable housing, which will be designed pursuant to the needs of existing mobile home park residents (i.e. bedroom counts and family income). The residents of the on-site affordable housing will be part of a master-planned community with appropriate services and facilities, convenient and safe pedestrian and vehicular access to on-site recreational amenities, the commercial services, job opportunities, and mass transit services. Therefore, the VSP is consistent with Housing Goal #3 and Policies #2.3 and 5.4.</p>

- c) Conformance with Zoning Development Standards:** The subject site is currently zoned Commercial Planned Development (C-2-PD) and Light Manufacturing (CM). New zoning designations will be created for the VSP area through adoption of the specific plan. The project proposes a land use plan, building standards and guidelines for four proposed residential planning areas and two proposed mixed use planning areas. Each planning area includes a specific set of permitted land uses, target densities, square footage (sq. ftg.), and other development regulations. Adoption of the Specific Plan establishes the planning area land uses and development standards in the VSP as regulatory in nature and equal to, but separate from, the existing regulations contained within the Oxnard Municipal Code and the Oxnard Zoning Ordinance. The land use regulations contained within the Specific Plan are designed to be implemented in conjunction with the City of Oxnard Zoning Ordinance. Where applicable development standards and regulations are not specified in the Specific Plan, the provisions of the City of Oxnard Zoning Ordinance will be used to regulate development (see Attachment C).

Chapter 4.0 of the VSP provides development standards applicable to each of the residential Planning areas, including High Density (H), Live/Work (L/W), Very High Density (VH) and High Rise Planning Areas (HR); specific regulations for setbacks, height, open space, parking and other development standards are provided in Section 4.4.1, 4.4.2, 4.4.3, and 4.4.4 respectively. Development standards for the Mixed Use (MU) and Transit Center (TC) Planning Areas are provided in Chapter 3.0 of the specific plan.

Depending upon the size and use proposed, future development within planning areas may be permitted through a Development Design Review (DDR) permit approved by the Planning Manager.

- d) Site Design:** The proposed Specific Plan is comprised of "Planning Areas." These planning areas include a variety of higher density housing types ranging from three story townhouses to high rise condominiums within walking distance of a mixed-use village core, mass transit, and recreational amenities. Tree-lined streets and pathways interconnect the neighborhood services with the residential neighborhoods, creating opportunities for continuous pedestrian activity and a reduction in automobile use.

The proposed High Density Residential planning areas encompass the majority of the site and are located on the northwestern portion of the property. The Live/Work Planning Area, located to the southeast of the High Density planning areas, functions as a transition from the High Density Residential Planning Areas to the higher density Mixed Use Planning Areas. The Very High Density Residential Planning Area is located in the southeastern portion of the property adjacent to Oxnard Boulevard. Three towers are proposed in Planning Areas 14 and 20, which are also located in the southeastern portion of the property. .

The residential component of the proposed VSP would include six housing types, including

three-story townhomes, live work town homes, four-story condominiums above sub-grade podium-level parking, a four-story mixed use component with two or three stories of residential condominiums above commercial retail/office uses with sub-grade parking, and up to three 25-story residential towers. Building heights for the VSP area would be up to 43 feet for the townhouse buildings, 40 feet for the live/work buildings, 50 feet for the four-story condominiums and mixed use buildings, and 270 feet for the residential high-rise buildings. A total of 1,500 attached residential units are proposed as follows:

Planning Area & Quantity of Dwellings	
Land Use	Unit Quantity
High Density Residential (18-30 dwelling units/acre)	679
Live/Work (18-30du/ac)	14
Very High Density Residential (30-70 du/ac).	112
High Rise Residential (70-100 du/ac)	442
Mixed Use: Very High Residential (30-70du/ac)/Village Commercial	253
Total Units	1,500

The commercial component of the VSP would consist of 50,400 sq. ft. of neighborhood serving commercial retail and small commercial office space. Commercial office/retail located below the live/work townhouses and the mixed use condominiums is also proposed.

The VSP would also provide a 1.7-acre community village green and 0.9-acre neighborhood park. Various smaller pocket parks, gardens and plazas as well as landscaped pedestrian corridors connecting different areas of the site would also be provided.

The perimeter of Specific Plan will be enhanced with gateway landscaping. The design intent is to enhance the entrance into the City of Oxnard and provide effective visual screening. The Ventura Freeway Edge will be developed with a curvilinear 12-foot high sound wall, raised planted berm, and a 12-foot wide shared bicycle/ pedestrian pathway, with landscaping on each side. The Wagon Wheel off-ramp located at the northwest corner of the site is planned to include 0.87 acres of enhanced landscaping and monument signage that will identify the entrance into the City of Oxnard. The primary entrance to the VSP area is from the intersection of Oxnard Boulevard and Spur Drive, directly across from the primary entrance to the Esplanade Shopping Center, will include thematic architectural forms all in keeping with a European style. The secondary entrance from Ventura Road will be landscaped along the Ventura Road frontage. The southern boundary of the Specific Plan is

proposed to include a 14- foot high sound wall, and continuous landscaping along both sides of the wall.

Narrower, pedestrian-friendly neighborhood streets and landscaped pedestrian/bicycle passages will interconnect the residential neighborhoods with the Mixed-Use and Transit Center Planning Areas.

- e) Circulation and Parking:** The DEIR includes a traffic analysis that concluded that with implementation of the mitigation measures, the VSP traffic would not significantly impact area intersections.

Regional access to the site is provided by the Ventura (U.S. Highway 101) Freeway and Oxnard Boulevard (State Route 1). The eastern access to the site from Oxnard Boulevard has been recently upgraded to meet the new Caltrans construction designs with signalized intersections north and south of U.S. Highway 101 and a four-way signalized intersection at the intersection of Oxnard Boulevard and the Esplanade Drive/Spur Drive. The existing bridge over Oxnard Boulevard connecting the site to the Esplanade Mall would remain. In order to provide a smooth transition from U.S. Highway 101 into the project area, a continuous flow off-ramp is proposed with two right-turn lanes and two left-turn lanes at North Ventura Road.

Offsite roadway improvements would involve the following:

- Oxnard Boulevard & Saviers Road & Wooley Road – A striping modification to the eastbound approach of Wooley Road.
- Oxnard Boulevard & Gonzales Road – A third eastbound through lane will be added to Gonzales Road by converting the dedicated right-turn lane into a shared through/right lane. A third receiving lane will be added to the east side of the intersection. The existing bicycle lane will be not be altered by this change to the intersection.
- Vineyard Avenue & Riverpark Boulevard & Ventura Boulevard – Southeast-bound Riverpark Boulevard will be expanded from one lane to three lanes. A second left-turn lane will be added to northeast-bound Vineyard Avenue. In addition, the southwest-bound right lane on Vineyard Avenue will be converted to a shared through/right lane. An additional receiving lane will be added to Vineyard Avenue south of Riverpark Boulevard & Ventura Boulevard to accommodate the additional through lane.
- US 101 Northbound Off-Ramp & Oxnard Boulevard – The right turn from the US 101 northbound off-ramp will be converted to a free flow/channelized movement.
- Vineyard Avenue & Stroube Street – A third through lane will be added to southwestbound Vineyard Avenue. An additional receiving lane will be added to Vineyard Avenue south of Stroube Street to accommodate the additional through lane.
- Ventura Road & Vineyard Avenue – An additional southbound through lane will be added to Ventura Road resulting in one left lane, two through lanes, and a through/right lane.

The existing Wagon Wheel Road traversing the outer portions of the project site would be abandoned and redirected through the center of the project to provide an automobile and pedestrian/bicycle linkage paralleling Highway 101 between Oxnard Boulevard and North Ventura Road. Pedestrian/bicycle linkages at Ventura Road to the Riverpark development across U.S. Highway 101 to the north would also be provided as part of the project.

Internally, the VSP provides an enhanced pedestrian network connecting the residential neighborhoods, neighborhood commercial businesses, recreational facilities and the sub-transportation center. Two landscaped roundabouts for traffic calming would be integrated into the main thoroughfare between the proposed commercial center and residential areas and at the western neighborhood park and townhouse area. Street rights-of-way would range from 25 feet in width for alley streets to 108 feet for the commercial area. (Specific street widths are subject to change as part of the City's design review process.)

The bicycle circulation network proposed as part of the project includes a Class I off-street bicycle pathway along the project's Oxnard Boulevard frontage, the project's northern frontage along US Highway 101 and the project's frontage along Ventura Road. This pathway provides a regional connection between Oxnard Boulevard, Ventura Road, and the Santa Clara River. Class II and Class III bicycle lanes are proposed along Main Street and the neighborhood streets.

Local and regional transportation alternatives would be provided within the proposed 0.6-acre Transit Center, located in the southeastern portion of the Specific Plan area adjacent to the Union Pacific Railroad/Metrolink Line and along the existing Gold Coast Transit and Vista bus service routes. The transit facility is intended to serve residents and businesses throughout northern Oxnard. Transit services anticipated within the Transit Center facility include:

- Express morning and afternoon Shuttle service to Oxnard Transportation Center and traditional bus service to other local and regional destinations;
- 50 designated "park and ride" spaces (expandable if necessary);
- Go-Point mobility center, which will provide residents with opportunities to conveniently rent a variety of Personal Electric Vehicles or Car Share using on-demand digital technology;
- VPSI Van Pool Service to major employment centers, including Santa Barbara, Amgen, and Warner Center; and
- The potential for a future Metrolink stop.

The project includes two types of parking areas: non-shared and shared parking. The non-shared residential parking spaces would be provided within the High Density Residential and Live Work Planning Areas (Planning Areas 1-12). Shared parking is proposed for the Mixed Use, High Rise, Transit Center, and Very High Density Planning Areas (Planning Areas 14-

19), and are distributed among on-street parallel and angled parking, off-street parking lots, and off-street parking structures.

Within the non-shared parking areas, including the High Density Residential and Live/Work Planning Areas, the proposed number of parking spaces required for both residents and guests is based on an overall parking ratio of 2.75 spaces per residential unit. These non-shared spaces are provided in a combination of two-car garages attached to each residential dwelling accessed from an alley. On-street parallel parking, and off-street parking areas will be provided for guest parking. On-street parking will be prohibited within the alley.

Within the shared parking areas, a residential parking demand ratio of 2.0 spaces per residential unit was used for conceptual planning purposes. A commercial parking demand ratio of 2.5 spaces per 1,000 sq. ft of commercial space was used for conceptual planning purposes. Within the shared parking area, different land uses would share parking lots and/or parking structures, especially when the peak demands of those uses are at different times of the day or week. For example, during the evening, parking spaces dedicated for retail uses would be “shared” or filled with residents who are parked overnight. Conversely, during the day residential spaces would be shared or filled with commercial patrons who are parked temporarily. The goal of the shared parking ratio is to meet only the needs of development without over-building parking supply. Parking for the Very High Density, High Rise and Mixed-Use Planning Areas will be provided within structure parking areas under a shared parking arrangement, and in on-street surface parking areas. Approximately 1,728 shared parking spaces will be provided within the Shared Parking District to meet the parking demand for residents, guests, shoppers, business owners, and their employees. The proposed shared parking program would be consistent with the City of Oxnard’s requirement that shared parking spaces shall not be located farther than 500 feet away from any use served. Thus, the shared parking areas would all be located within 500 feet of the Village Commercial and Mixed-Use Planning Areas.

A parking study would be required for each phase of development to ensure that adequate parking is provided. Consistent with Section 16-651 of the Oxnard Municipal Code, the applicant is required to submit a parking study prepared by a professional traffic engineer registered by the State, demonstrating that the parking demands for the uses for which shared parking is requested will not conflict (Mitigation Measure T3, DEIR). If the request for administrative relief from parking provisions is not approved based on the shared parking strategy, the project will be redesigned to meet the City's parking requirements in accordance with Article X of Chapter 16 of the Municipal Code.

A Traffic Impact Analysis for the proposed project was conducted in May 2008 by Fehr and Peers/Kaku Associates, Inc. (See Appendix F of the DEIR). Based on the Institute of Transportation Engineers (ITE) trip generation rates for the 1,500 attached residences and 50,400 sq. ft. of retail and office space and three acres of park area, less the trip generation

for existing uses on site, the proposed project is anticipated to generate a net increase of 6,816 daily vehicle trips. The Traffic Impact Analysis indicates the following:

- 6,816 net daily trips, which include approximately 439 a.m. peak hour trips and approximately 462 p.m. peak hour trips.
- The site is zoned General Commercial Planned Development (C-2-PD) and Commercial and Light Manufacturing (CM), and is within the General Plan's Commercial Regional (CR) District, which are land uses that generates significantly more vehicle trips than residential development.
- The project traffic creates a significant impacts on four project area intersections: Oxnard Boulevard & Vineyard Avenue, Oxnard Boulevard & US 101 Southbound Off-Ramp, Oxnard Boulevard & US, 101 Northbound Off-Ramp, and Oxnard Boulevard & Main Street (Spur Drive). These intersections experienced a V/C increase of 0.02 or more and were operating at an LOS C or worse. The Traffic Impact Analysis determined that implementation of mitigation measures proposed in the DEIR would reduce the project impacts at the four intersections to a less than significant level.
- Based on the City Code, the site would require approximately 3,770 parking spaces. The ITE and ULI methodologies suggest that the parking demand for the site will be approximately 2,960 parking spaces, or 800 parking spaces fewer than the City Code.

f) Building Design: The project requires that buildings and other structures meet design guidelines that strive for an attractive consistent design that meets the City's desire for high-quality residential and commercial development. The guidelines call for street-front entrances, and a variety of material and design treatments to prevent a boxy monotonous development.

The residential units would be constructed in a European or other architecturally compatible style that would be finalized through the City's design review process. Buildings will front towards the streets, courtyards, or parks. All building elevations visible from public view areas (such as parks, courtyards, and public streets) will be designed with significant architectural elements, including enhanced entries, porches, and building façade variation where appropriate. Building corners will be well defined with vertical elements to help identify the public spaces and improve orientation within the neighborhoods.

The predominant building form within the proposed High Density residential neighborhoods would be a "brownstone" style townhouse. Vehicle parking would be provided in attached traditional or tandem two-car garages accessed from an alley.

A courtyard building type is proposed for the Very High Density Planning Area. The buildings would be up to four stories high and include stacked flats and stacked townhouses

wrapped around a common courtyard. Parking for residents would be provided in a subterranean parking garage.

The mixed-use component would be constructed with design elements intended to represent the identity of the entire project. Some of these elements would include “360 degree” building architecture, street oriented building layouts, pedestrian scale/massing, high quality materials, public art, and decorative wayfinding elements in keeping with the general European Village theme. Building forms for the Mixed-Use component would be a mix of two- to four-story buildings with two or three stories of apartments above ground floor retail; live/work dwellings above ground floor retail; and four-story stacked flats. Four thousand sq. ft. of the proposed commercial space would be dedicated to optional commercial office/retail uses located on the ground floor of the live/work townhouses.

Building heights for the project would be up to 43 feet for the townhouse buildings, 40 feet for the live/work buildings, 50 feet for the four-story condominiums and mixed use buildings, and 270 feet for the residential high-rise buildings. Up to three 25-story high-rise towers are proposed as part of the subject project.

The project’s design theme consists of three distinct European architectural styles historically found throughout Oxnard and greater Ventura County, and generally described as Mediterranean style, Monterey style, European Cottage, and Spanish Revival style. In order to create buildings that are attractive and appealing from every side, the designs reflect articulated facades from front to back, with detailing on all sides.

- g) Signs:** Section 7.6 of the specific plan contains sign standards and regulations for the project area. These regulations cover all signage within The VSP Area, including on public rights-of-way, in parks, and within each development component. Allowable signage includes freestanding monument signs, project identity signs which identify groups of commercial or residential development, on-building business identification signs, public transportation signs, directional and way-finding signs, and temporary advertising signs.

Monument signage of appropriate scale and character will be provided at key intersections or obvious points of transition to identify and/or differentiate the residential neighborhoods. The VSP proposes installation of gateway landscaping and a new City of Oxnard gateway monument sign adjacent to the U.S. Highway 101/Wagon Wheel Road off-ramp.

- h) Open Space and Landscaping:** The specific plan contains a Landscape Development Plan that establishes the guidelines and standards for landscaping in the specific plan area, and outlines proposed open space amenities. The project would provide approximately 21 acres (33%) of green space in the form of parks, streetscape landscaping, corridors, and perimeter landscaping. Project amenities include a 1.7-acre “community village green” with pool and community center and a 0.9-acre neighborhood park with a pool. In addition, various smaller pocket parks totaling approximately 2.2 acres would provide passive

recreation and amenities such as seating areas and water features. Approximately 1.65 acres of the plan area would be dedicated to private recreation “terraces.” These facilities are proposed to serve the residents of the High- Rise, Mixed-Use, and Very High Density Planning Areas and are planned to include formal sensory gardens, enhanced paving, fountains, pools, and barbeque areas. As discussed under Site Design above, the project will also include substantial perimeter landscaping, with a 12-foot wide shared bicycle/ pedestrian pathway with the Ventura Freeway Edge landscape area and along Ventura Road.

The parks and recreation areas vary in size and function, and provide a range of amenities, including formal recreation centers, active children’s play areas, pool terraces, active/passive turf areas, passive gathering places and pedestrian/bicycle pathways. The pedestrian pathways and corridors are designed to create opportunities for active recreation, and interconnect the proposed residential neighborhoods with the neighborhood commercial services.

- i) **Drainage & Grading:** The site is generally flat and currently covered with impervious surfaces, which would be reduced by implementation of the VSP. New storm drain infrastructure, subterranean mechanical water quality filtration, and if necessary, subterranean detention basins would be constructed to reduce the overall volume and the concentration of urban runoff and associated contaminants entering the Santa Clara River. Site grading would establish a drainage pattern from west to east. Drainage would be collected and treated via a series of catch basins, natural infiltration areas, and if necessary, sub-grade detention areas and conveyed to the Santa Clara River via the El Rio drain and additional subsurface drainage infrastructure. Some of the landscaped areas within the plan would also provide for stormwater infiltration and treatment. There would be no net increase in the quantity of stormwater runoff from the site compared to current conditions. Drainage improvements would meet the City of Oxnard requirements and reduce off-site flooding problems caused by the El-Rio Drain and the Santa Clara River during heavy rain.

The existing Santa Clara River levee is located to the west of the project site and North Ventura Road. At the time the Notice of Preparation was circulated on October 11, 2006, the levee was considered sufficient. In May 2008, the Federal Emergency Management Agency (FEMA) released a preliminary study of the Santa Clara River. This preliminary study indicated that portions of the levee along the Santa Clara River may not meet FEMA standards. This preliminary study resulted in the Santa Clara River levee not being provisionally accredited by FEMA. The final Santa Clara River study is expected to be completed within the next 2 years. The developer will be required to comply with the City's requirements of Chapter 18 (Floodplain Management) of the Oxnard City Code. This section requires residential structures to have the finish floor elevated two feet above the base flood elevation.

Concerns have been identified relative to the proposed project’s effects on instances of previous flooding around the El Rio Drain outlet at the Santa Clara River and Ventura Road.

The drain runs parallel of the Santa Clara River and the railroad tracks toward Wagon Wheel. Ventura Road slopes downward in a southerly direction from a high point approximately 700 feet southwest of the El Rio Drain. Therefore, any storm water runoff generated south of this highpoint on Ventura Road would flow southward and away from the El Rio Drain. All of the generated storm water runoff would be completely intercepted by the local storm drain systems along Ventura Road in the immediate vicinity of the project site, or it would overflow away from the El Rio Drain. City of Oxnard drainage standards maintain that proposed drainage conditions are not to exceed an offsite runoff rate of existing 10-year storm undeveloped conditions. Therefore, the proposed project would not contribute any runoff to the El Rio Drain.

The site would remain generally flat, with modifications to improve drainage. Grading and site preparation would require approximately 231,000 cubic yards of excavation and fill; these quantities would almost balance earthwork onsite, with likely total export at about 200 cubic yards.

- j) Quimby, School Fees, Traffic Impact Fees, and Art in Public Places:** As a residential project, the developer must pay a Quimby fee to offset the project's effect on local parks. School fees to the Oxnard High School District and Rio Elementary School are required to offset the project's effects on local schools. Traffic Impact fees are required to offset effects on local and county roads. Additionally, the project must pay into the Art in Public Places fund. All of these fees will be calculated at the time of building permit issuance based on adopted formulas.
- k) Affordable Housing:** The project is located in the HERO redevelopment project area. Fifteen percent (15%) of the units, or 225 total units, will be required to be affordable to very low, low, lower, and moderate income affordability levels. The agreement for construction of 119 of the 225 affordable housing units is articulated within the August 14, 2008 correspondence from The Village to the attorney representing some of the families within the mobile home park, Ms. Barbara Marci-Ortiz, Esq. (see Attachment D). According to this letter, the following is proposed:
- **103 Very Low and Lower Income Affordable Rental Housing Units**
Prior to issuance of a building permit for the 100th market rate unit, developer shall have submitted all requisite low income housing 4% tax credit applications to the State of California for review and approval for 103 very low and lower income affordable units.
 - **103 Very Low and Lower Income Affordable Rental Housing Units**
Prior to issuance of a certificate of occupancy for the 601st market rate unit, developer shall have completed construction and shall have received all required certificates of occupancy for 103 multi-family units affordable to very low and lower income families.

- **10 Low Income Affordable Rental Housing Units**
Prior to issuance of a certificate of occupancy for the 601st market rate unit, developer shall have completed construction and shall have received all required certificates of occupancy for 10 multi-family dwellings affordable to low income families.
- **Six (6) Moderate Income Affordable Rental Units**
Prior to issuance of a certificate of occupancy for the 601st market rate unit, developer shall have completed construction and received all requisite certificates of occupancy for six (6) multi-family dwellings affordable to moderate income families.

A total of 119 mobile home relocation units will be provided by the developer on site in the project. The remaining 106 units (for a total of 225 affordable units) are proposed at moderate income levels and will not be prioritized for mobile home park residents. The affordable housing units prioritized for the mobile home park residents (119 units) are proposed within the western portion of the site. The mobile home park residents committee specifically requested the creation of a “community”, which is why the units are generally located on the western portion of the site. The remaining affordable units are proposed to be spread throughout the rest of the project. In accordance with redevelopment law, all affordable units shall remain affordable for 55 years from the date the certificate of occupancy is issued for the unit.

More specific requirements for the affordable housing program (financing, detailed construction timelines, etc.) will be described in a replacement housing plan and affordable housing loan agreement or owner participation agreement to be considered by the Oxnard Community Development Commission at a later date.

- I) **Owner Participation Agreement:** An Owner Participation Agreement is required due to the request for expenditure of Community Development Commission funds to provide gap financing for the on site affordable housing units. The Development Agreement and VSP further provide that prior to issuance of the building permit for the 1st residential unit (market rate or affordable), (1) the owner of the project site shall have entered into an affordable housing loan agreement or owner participation agreement with the Oxnard Community Development Commission agreeable in form, content and substance to the Oxnard Community Development Commission, which includes at least the following terms and conditions: (a) the owner of the project site shall execute an agreement containing covenants running with the land restricting for at least 55 years the maximum income of tenants and the maximum rents that may be charged to tenants for the 225 affordable units, which agreement shall be recorded against the project site in first priority lien position, (b) a scope of development for the 225 affordable units, and (c) a schedule of performance providing for the timely satisfaction of all conditions precedent to the disbursement of any funds from the Oxnard Community Development Commission and the timely commencement and completion of construction of the 225 affordable units; and (2) the agreement containing covenants running with the land described above shall have been recorded against the project

site in first priority lien position. The final form of any affordable housing loan agreement or owner participation agreement shall be subject to the discretionary approval of the Oxnard Community Development Commission and shall include all provisions and attachments customarily included in Oxnard Community Development Commission affordable housing agreements, including, but not limited to, conditions precedent to the disbursement of any funds from the Oxnard Community Development Commission. Approval of the OPA and Replacement Housing Plan is subject to the purview of the Community Development Commission.

- m) Mobile Home Closure Permit:** The applicant, Oxnard Village Investments, LLC (Oxnard Village) owns and operates Wagon Wheel Trailer Lodge, a 171 space mobilehome and recreational vehicle park situated on a 10.25 acres located at 2851 Wagon Wheel Road, Assessor's Parcel No. 139-0-022-125. The project includes closing the existing on-site mobile home park, which will remove 141 occupied housing units (141 at the time the DEIR was circulated; 171 total spaces available). The timing for closure of the park would be as identified in the Affordable Housing section of this report (see section k., above).

Property owners have the right to take residential rental property off the residential rental housing market pursuant to Government Code Sections 7060 et seq., so long as the withdrawal of the accommodations from the market: (i) is carried out in a non-discriminatory fashion, (ii) applies to all of the accommodations on the property, (iii) complies with any applicable local closure ordinances that may have been enacted pursuant to Government Code Section 7060.4, and (iv) complies with all applicable State laws. In particular, the closure of a rental mobile park must be carried out in a manner that complies with the requirements of the Mobilehome Residency Law, specifically, Civil Code Section 798.56 (g), (h) and Government Code Section 65863.7 and to the extent it does not conflict with State law, the City's Municipal Code, Chapter 24, Article II, sections 24-39 (see Attachment E).

The City's Municipal Code requires that a mobilehome park owner obtain from the City a mobilehome closure permit before closing a mobilehome home park located within the City. Before filing an application to obtain a closure permit, the City's Code also requires that residents of the affected mobilehome park be give ninety (90) days prior written notice of the mobilehome park owners proposed closure. On May 12, 2006, homeowners and residents of Wagon Wheel were provided with a bilingual written notice that Oxnard Village no sooner than ninety (90) days from the date of the notice intended to file with the City an application for a permit to close Wagon Wheel. Oxnard Village filed with the City proof of service confirming that all residents were timely provided with a copy of this notice. The applicant is in compliance with this notice requirement of the City's Code for processing a mobilehome park closure permit.

Under the City's Code, an application for a closure permit must include a concept plan, site plan, residents list, impact report, a relocation assistance plan and any other information that may be necessary for properly evaluating the mobilehome park closure permit request.

Before approving an application for a mobilehome park closure permit, under the City's Code the Planning Commission must hold a hearing on the applicant's mobilehome park closure permit application. Under State law either the affected residents or the applicant may request a hearing on the CIR, an element of the closure permit application. The City's Code requires that the City's Development Services Department to provide Wagon Wheel homeowners and residents with thirty (30) days notice of the hearing date and location along with a copy of the impact report and relocation assistance plan. State law requires the same notice and a copy of the CIR to be provided fifteen (15) days prior to the hearing.

The following outlines steps that have been taken by the applicant and City in compliance with the City's mobile home closure ordinance:

- On May 12, 2006, Oxnard Village provided Wagon Wheel residents with a bilingual written notice that no sooner than ninety (90) days from the date of the notice Oxnard Village intended to file with the City an application for a permit to close the Wagon Wheel Trailer Lodge.
- From May 12, 2006 to September 2006, pursuant to the California Mobile home Residency Law, Civil Code § 798.56(g), Government Code § 65863.7 and the City's Municipal Code, Chapter 24, Article II, § 24-39, Oxnard Village undertook steps to prepare and did prepare a Mobile home Park Closure Impact Report concerning the closure of Wagon Wheel Trailer Lodge and displacement of its residents.
- On or about November 14, 2006, Oxnard Village provided residents with copies of the Mobile home Park Closure Impact Report (CIR) dated September 1, 2006, and notice that the Wagon Wheel Mobile home Trailer Lodge will be closed pursuant to the California Mobile home Residency Law, Civil Code § 798.56(g), Government Code § 65863.7 and the City's Municipal Code, Chapter 24, Article II, § 24-39. Oxnard Village prepared and filed with the City its application for a mobile home park closure permit to close Wagon Wheel Trailer Lodge and provided the City with proof of service confirming that all residents were provided with a copy of the notice that the Wagon Wheel Trailer Lodge will close and a copy of the Mobile home Closure Impact Report.
- On or about August 30, 2007, residents were provided with: (1) a City public hearing notice advising the public that a hearing before the Planning Commission would be held on October 4, 2007; (2) a letter from Oxnard Village dated July 24, 2007, which described a supplemental relocation benefit package to be offered to residents of the Wagon Wheel Trailer Lodge; and (3) the Mobile home Closure Impact Report in both English and Spanish.
- On October 4, 2007, the Planning Commission held a noticed public hearing to consider the Oxnard Village's application for a permit to close Wagon Wheel Trailer Lodge, the Closure Impact Report and the supplemental proposal for relocation benefits.

- On August 21, 2008, at a public hearing Oxnard Village presented to the Planning Commission, the Village Specific Plan that included the general components of the proposed Replacement Housing Plan as a relocation benefit option in addition to those relocation benefit options contained in the Closure Impact Report.
- On September 2, 2008, Oxnard Village requested that the City in its Planning Commission meeting of September 18, 2008: (1) determine the sufficiency of the Closure Impact Report and supplemental proposals for relocation benefits pursuant to Government Code Section 65863.7 and Municipal Code Chapter 24, Article II; and (2) approve its application for a closure permit for the closure of the Wagon Wheel Trailer Lodge. On September 2, 2008, Oxnard Village filed with the City proof of service confirming that Wagon Wheel residents were provided with a copy of the requisite 15 day advance notice of the Commission's September 18th hearing.

Pursuant to the above cited State law, the applicant has the right to terminate mobilehome park space tenancies as part of a mobilehome park closure so long as the owner provides affected mobilehome park homeowners with: (1) six (6) months advance notice after all permits required for the change of use of the site are approved by the Planning Commission; and (2) a Closure Impact Report that adequately assesses the impact of the closure on mobilehome park homeowners by addressing the availability of adequate replacement housing in mobilehome parks and reasonable relocation costs. Pursuant to the City's Code, upon the Planning Commission's approval of the applicant's mobilehome park closure permit application, the applicant has the right to terminate mobilehome space tenancies in accordance with the Mobilehome Residency Law by giving each mobilehome park resident written notice they will have two (2) years from the date of approval of the closure permit to terminate their tenancy in the mobilehome park, but this period may be reduced to not less than six months or extended more than two (2) years pursuant to written agreement between the applicant and residents.

At its public meeting the Planning Commission is required to review the CIR to determine whether it complies with State law and the City's Code to the extent it does not conflict with State law, by addressing the availability of adequate replacement housing in mobilehome parks and relocation costs. At the election of the Planning Commission, the Planning Commission may require, as a condition of the closure, the applicant take steps to mitigate any adverse impact of the closure on the ability of displaced mobilehome park homeowners to find adequate housing in a mobilehome park. The necessary steps to mitigate the impact must not, however exceed the reasonable costs of relocation.

While the term "relocation costs" is undefined, this term has been interpreted to mean the physical and related costs to move the mobilehome. This interpretation is consistent with the overall intent of the Mobilehome Residency Law to provide protection and adequate procedures for the termination of tenancies because of: (1) the high cost of moving mobilehomes; (2) the potential for damage resulting from the movement of mobilehomes; (3)

the requirements relating to the installation of mobilehomes; and (4) the cost of landscaping and lot preparation.

Under the City's Code the Planning Commission in reviewing the CIR must make the same determination as under State law and in addition must approve the applicant's closure permit upon finding that the CIR complies with State law, including mitigation measures. The City's Code also requires that the Planning Commission make a further finding that the closure will not be materially detrimental to the housing needs and public interest of the affected neighborhood and the City as a whole. The applicant believes that this latter required finding is unnecessary for a determination that the CIR complies with State law and for approval of the closure permit as in excess of what State law requires for an adequate CIR; that this finding is in the nature of a land use determination more appropriately addressed in considering the Village Specific Plan.

In regards to relocation benefits and assistance, the CIR provides the following options:

- Option 1: State Required Mitigation to Relocate Mobile homes. This option involves the payment of reasonable relocation costs to move the homeowner and their mobile home to another mobile home park within a 150 mile radius.
- Option 2: Payment of reasonable costs of relocation per Option 1, and the resident sells the home to a third party who will permanently remove the home from the park. The park will make payment to the homeowner when the home is removed from the park.
- Option 3: Sell the home to the park, receive free rent for six months and move out at the end of the free rent period.
- Option 4: The park will purchase the home for the National Automobile Dealers Association (NADA) book value.
- Option 5: Recreational vehicle owners will be entitled to three days of per diem benefits and \$500 transportation fees. Residents with non-transportable storage sheds will also receive the \$400 replacement shed allowance.

The applicant has proposed the following relocation benefits:

1. Upon move out, homeowners of on-site mobile homes shall receive a cash payment of an amount to be specified by the City of Oxnard Planning Commission or the Oxnard City Council as part of the Park Closure Permit. Oxnard Village Investment's current offer is \$20,000. This cash payment shall constitute a purchase of each homeowner's mobile home. Upon receipt of payment residents shall release all occupancy rights and shall give full release of all claims.
2. Upon move out, residents of on-site recreational vehicles shall receive a cash payment of an amount to be specified by the City of Oxnard Planning Commission or the Oxnard

City Council as part of the Park Closure Permit. Oxnard Village Investment's current offer is \$2,500.00. Upon receipt of payment, residents shall assign all occupancy rights and shall give full release of all claims.

3. All residents shall be given free rent for duration of stay within the mobile home park.
4. The current maintenance fee and utility charges will be charged to all residents to ensure upkeep of the park during operation.

Should the Commission approve the mobilehome closure permit, the project shall be subject to the following conditions:

1. The mitigation measures/relocation benefits contained in the Mobilehome Park Closure Impact Report dated September 1, 2006, be implemented and Voluntary Relocation Agreements continue to be offered by Oxnard Village to residents to mitigate the impact of the closure of Wagon Wheel.
2. The proposed replacement housing relocation program for State and City income qualified mobilehome owners residing in the mobilehome park, as a feature of the affordable housing component of The Village Specific Plan consisting of 225 planned affordable units for very low, low and moderate income households, including the opportunity to relocate on a priority basis into an affordable housing unit specified in the Village Specific Plan and to remain on the mobilehome park site at significantly reduced rent until completion of the selected affordable units or 2 years which ever is later be implemented through the Village Development Agreement, Owner Participation Agreement and The Village Specific Plan upon approval of the Village Specific Plan.
3. Oxnard Village as alternative to the Options contained in the CIR, offer mobilehome owners a cash payment of \$20,000.00 and recreational vehicles owners \$2,500.00, upon moving out of the mobilehome park prior the mobilehome park closing to mitigate the impact of the closure of Wagon Wheel.
4. Resident's displaced by the closure of Wagon Wheel and who are eligible to receive relocation benefits pursuant to the Mobilehome Park Closure Impact Report dated September 1, 2006, and/or eligible for the proposed replacement housing relocation program shall within ninety (90) days of adoption of this resolution notify Oxnard Village staff in writing which mitigation measure/relocation benefit resident has selected and desires to receive. Failure to provide such notification shall discharge and relieve Oxnard Village of and from having to provide such resident(s) with any relocation benefits or any other mitigation measure.
5. Closure of Wagon Wheel occur no sooner than two (2) years from the date of adoption of the proposed resolution and the closure permit subject to extension as necessary to

accommodate implementation of mitigation measures/relocation benefits and closure of Wagon Wheel.

6. The closure permit become effective upon adoption of the proposed resolution and approval of The Village Specific Plan.

Should the Planning Commission believe that the CIR is insufficient such that it does not adequately address the impact of the park's proposed closure on mobilehome park homeowners, the Commission should direct the applicant to revise the CIR to incorporate additional supporting information deemed necessary to make it adequate.

n) Tentative Subdivision Map for Tract No. 5745: Following Commission and Council action on the suite of entitlement permits, the applicant will seek approval of a Tentative Subdivision Map for Tract No. 5745 in order to subdivided property into 14 building lots, detention areas, and dedications for streets.

o) Development Agreement: The Development Agreement and VSP provide that residential development in the project is subject to the requirement of providing two hundred twenty-five (225) rental affordable units which must remain affordable for at least 55 years, one hundred nineteen (119) of which must be available to Wagon Wheel Mobile Home Park residents/families. Of the one hundred nineteen (119) units to be made available to Wagon Wheel Mobile Home Park residents/families, ninety (90) shall be made available to and occupied by very low income households (persons and families whose gross incomes do not exceed fifty percent (50%) of the area median income adjusted for size), thirteen (13) shall be made available to and occupied by lower income households (persons and families whose gross incomes do not exceed sixty percent (60%) of the area median income adjusted for size), ten (10) shall be made available to and occupied by low income households (persons and families whose gross incomes do not exceed eighty percent (80%) of the area median income adjusted for size), and six (6) shall be made available to and occupied by moderate income households (persons and families whose gross incomes do not exceed one hundred twenty percent (120%) of the area median income adjusted for size). The remaining one hundred six (106) rental affordable units shall be made available to and occupied by moderate income households (persons and families whose gross incomes do not exceed one hundred twenty percent (120%) of the area median income adjusted for size).

A Development Agreement (DA) for the subject project is proposed and addresses the following issues (see Attachment K):

- Development of Property in accordance with the Village Specific Plan;
- Construction of pump system or other acceptable improvement to drainage system to help reduce flooding at Ventura Road and railroad bridge undercrossing;

- Phasing of the construction of public infrastructure improvements (e.g. streets, sewer, water, etc.) and other public facilities;
- Payment of Regional Traffic Mitigation Fee;
- Timeframes for entitlements;
- Payment of fees for public safety (police and fire);
- Payment of Quimby fee;
- Payment of Golf Course Development Fee;
- Payment of funds to establish and manage a Transportation Demand Management Program for Northern Oxnard;
- Payment of funds for design and development of the Santa Clara River Trail;
- Regional traffic improvements;
- Sewer and water improvements;
- Construction of Affordable Housing in accordance with Development Agreement/Owners Participation Agreement;
- Relocation of Wagon Wheel Trailer Lodge occupants;
- Maintenance of Entry Landscaping Maintenance along 101 Freeway; and
- Participation in a landscaped maintenance district for the maintenance of the landscaped pedestrian and bicycle facilities.

7) Development Advisory Committee: The Development Advisory Committee (DAC) reviewed this project on October 11, 2006, August 22, 2007 and February 6, 2008. Recommendations of the DAC have been incorporated in the current version of the VSP and/or will be included as conditions of approval on the tentative subdivision map.

8) Community Workshop: The proposed project was reviewed at the July 21, 2008 Community Workshop. The Applicant mailed notices to the South Bank neighborhood and posted the site for the Community Workshop on July 11, 2008. The majority of the comments were regarding the closure of the mobile home park, the amount of affordable housing, Santa Clara River sufficiency, and the density/high rise development.

9) Appeal Procedure: With the exception of the mobile home closure permit and the FEIR certification for which the Planning Commission is the final approval body, the Planning Commission provides a recommendation on the general plan amendment, specific plan adoption, zone change, and tentative subdivision map. The Commission conducts a public hearing on the Development Agreement but is not required to take formal action on these two permits. In accordance with Section 16-545 of the Oxnard City Code, the Planning Commission's decision

on the mobile home closure permit and FEIR may be appealed to the City Council within 18 days.

Attachments:

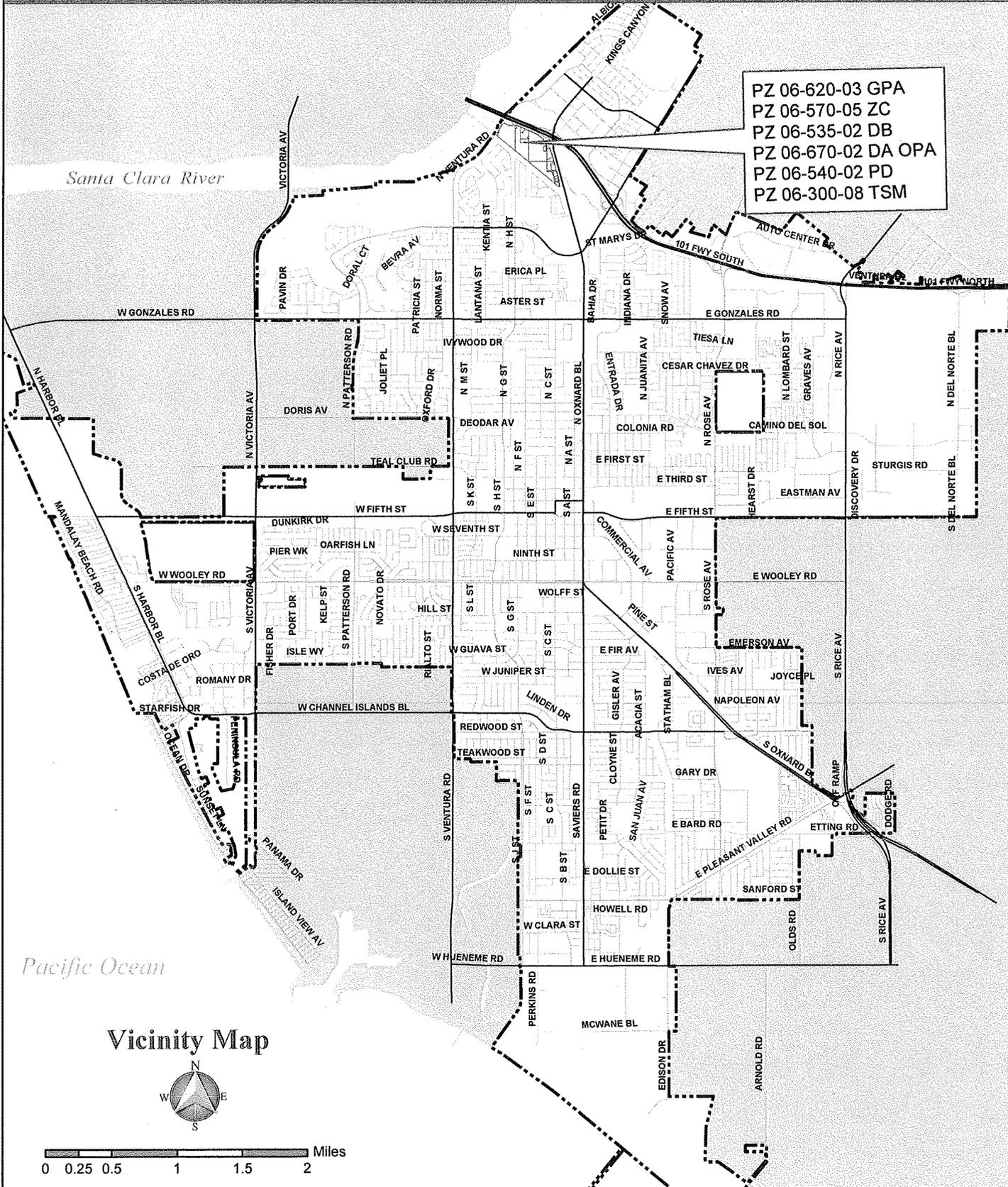
- A. Maps (Vicinity, General Plan, and Zoning)
- B. Final Environmental Impact Report No. 06-03 (previously distributed), including errata sheet
- C. Village Specific Plan, September 2008
- D. August 14, 2008 correspondence from The Village to Ms. Barbara Macri-Ortiz
- E. California Mobile Home Residency Law, Civil Code § 798.56(g), Government Code § 65863.7 and the City's Municipal Code, Chapter 24, Article II, § 24-39
- F. Resolution certifying FEIR
- G. General Plan Amendment resolution
- H. Specific Plan Adoption resolution
- I. Zone Change resolution
- J. Mobile Home Closure Permit resolution
- K. Draft Development Agreement

Prepared by: <u>KNL</u> KM
Approved by: <u>SM</u> SM

Attachment A
Maps (Vicinity, General Plan, and Zoning)

Vicinity Map

PZ 06-620-03 GPA
 PZ 06-570-05 ZC
 PZ 06-535-02 DB
 PZ 06-670-02 DA OPA
 PZ 06-540-02 PD
 PZ 06-300-08 TSM



Vicinity Map



Oxnard Planning
 September 10, 2008

PZ 06-620-03 GPA, PZ 06-570-05 ZC, PZ 06-535-02 DB, PZ 06-670-02 DA,
 OPA, PZ 06-540-02 PD, PZ 06-300-08 TSM
 Location: Wagon Wheel
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Aerial Map



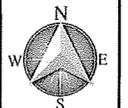
Oxnard Planning
September 10, 2008

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Aerial Map

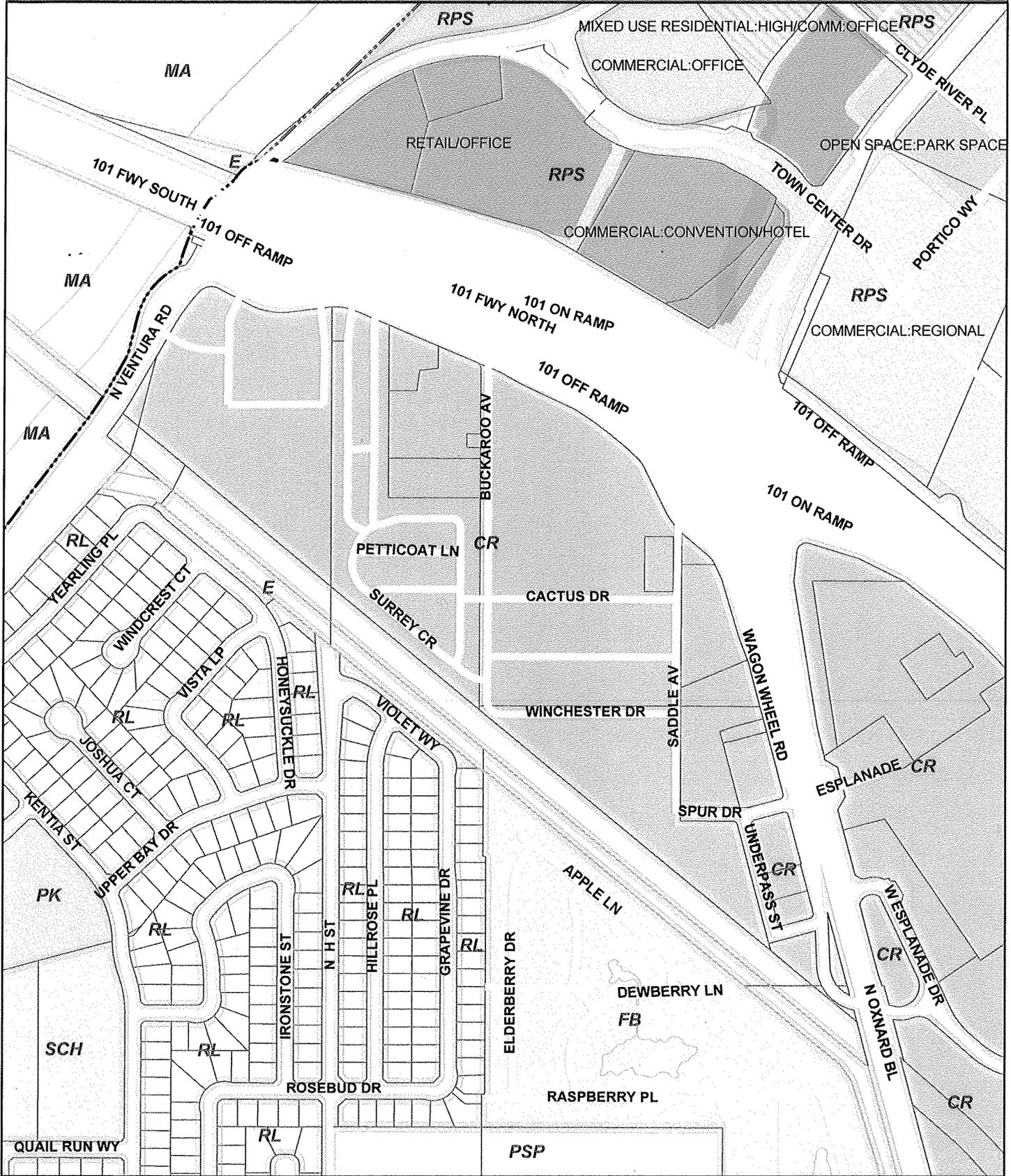
062.525 250 375 500 Feet

2007 Aerial

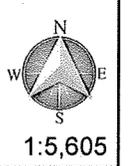
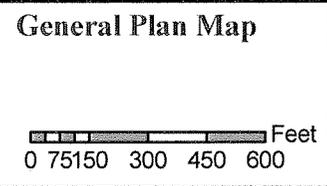


1:4,888

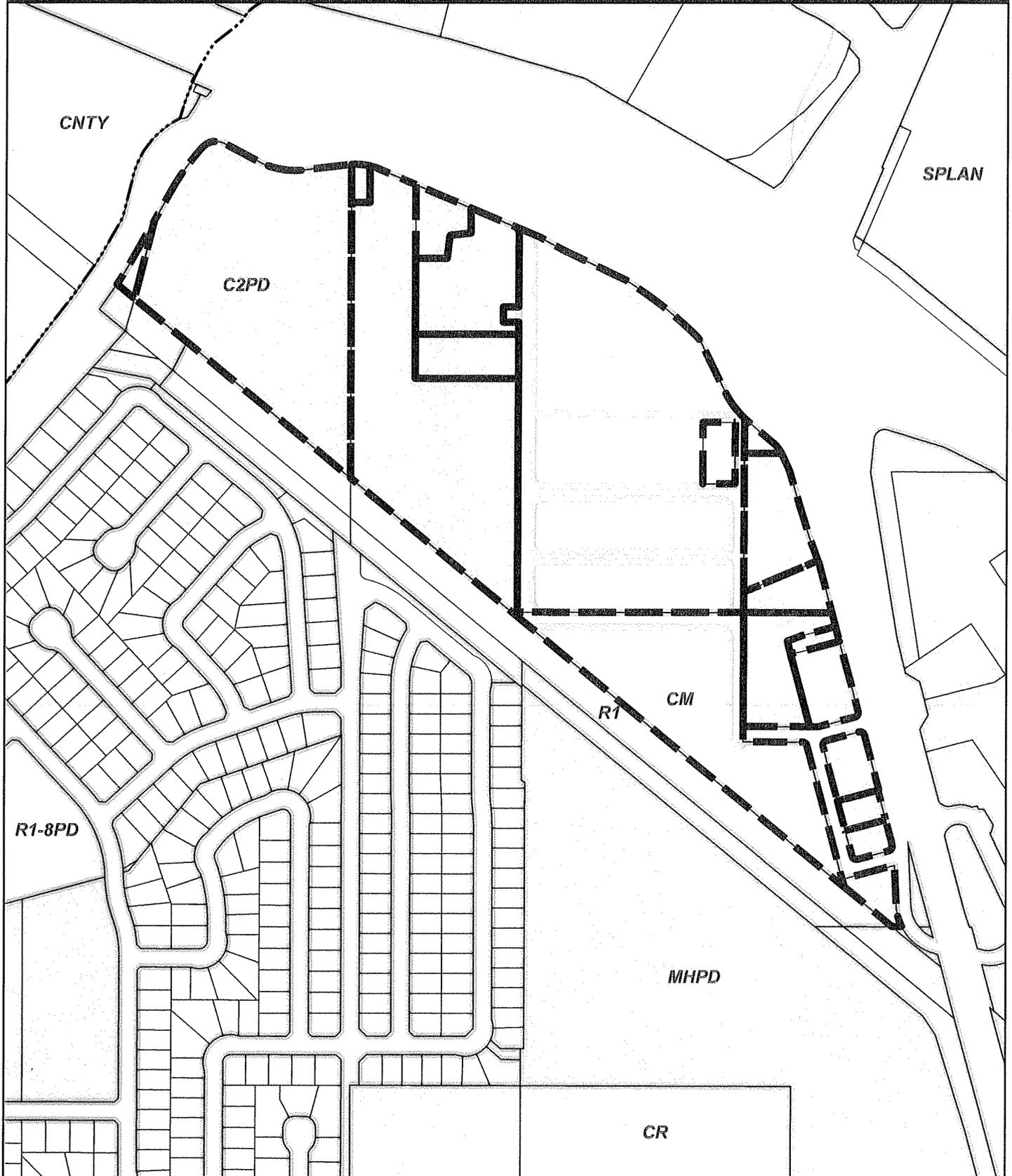
General Plan Map



PZ 06-620-03 GPA, PZ 06-570-05 ZC, PZ 06-535-02 DB, PZ 06-670-02 DA,
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 Location: Wagon Wheel
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 139017005, 139017008



Zone Map



Oxnard Planning
September 10, 2008

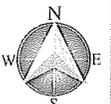
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OPA, PZ 06-540-02 PD, PZ 06-300-08 TSM

Location: Wagon Wheel

APN: 139002201, 139002203, 139002204, 139002206, 139002212, 139002214,
139015011, 139015013, 139016101, 139016101, 139016102, 139016204, 139016207,
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139017005, 139017008

Zone Map

0 75 150 300 450 600 Feet



1:5,024

Attachments B
Final Environmental Impact Report No. 06-03
(previously distributed), Errata Sheet No. 1

Oxnard Village Specific Plan Project EIR

ERRATA SHEET

The purpose of this errata sheet is to identify typographical errors in the published Final EIR and correct these errors as part of the administrative and public record. None of these changes rise to the level of significant new information or identify new significant impacts, substantial increases in the severity of identified impacts, or result in the need for new mitigation measures. The corrections are shown below as revised text. Deletions are indicated by ~~striketrough~~ text and insertions are indicated by underlined text.

6.2.1 Aesthetics

Without high-rise towers and with the inclusion of the visual relief of a mostly open school site, the changes to the visual character of the site, including the general visual character as well as light and glare, would be somewhat reduced, as would the impacts of that change. In addition, the ~~less than significant and unavoidable~~ impacts to views of the mountains would be slightly reduced, particularly of the views of the Santa Monica Mountains looking east, although they would likely remain significant. However, under this alternative the development's appearance and massing at street level would be similar to the proposed project. Overall, the project's visual impacts would be reduced, but as the visual character would still change substantially compared to current conditions the change to the visual character of the site would remain significant and unavoidable.

6.3.1 Aesthetics

Without high-rise towers and with the mix of uses and building types under this alternative, the changes to the visual character of the site would be somewhat reduced, as would the impacts of that change. Light and glare impacts would likely be more severe due to the much higher level of commercial use, which could include more extensive parking lot and security lighting as well as signage. The ~~less than significant and unavoidable~~ impacts to views of the mountains would be slightly reduced, particularly of the views of the Santa Monica Mountains looking east, without high-rise towers, but would likely remain significant. Under this alternative the development's massing at street level would be similar to the proposed project, although the visual character would be a mix of commercial and residential rather than virtually entirely residential as under the proposed project. Overall, despite the absence of high-rise towers, the more commercial nature of the project would likely result in slightly more severe visual impacts. The project's visual impact level determinations would be similar to the proposed project; light and glare impacts would be potentially significant but mitigable, and as the visual character would still change substantially compared to current conditions, the change to the visual character of the site would remain significant and unavoidable.

6.4.1 Aesthetics

The overall volume of structural development associated with the Increased Commercial/



Reconfigured Alternative would be comparable to the proposed project. However, the substantially taller building heights would result in a much different site profile, massing and visual experience. While almost the entire site would appear to be built up with the proposed project, but mostly at a relatively low profile with the exception of three towers, this alternative would house almost all of the development in towers from eight to 20 stories high. This would also leave more space “open,” which would be used for parks, landscaping and surface parking. Thus although the visual character of the site would change in a different way from the proposed project, the change would still be considerable and would be significant and unavoidable, similar to the proposed project.

Obstruction of mountain views would be more severe under this alternative. Although a full visual analysis would be required to determine significance, it is anticipated that impacts ~~may~~ would be significant and unavoidable, ~~in comparison with the less than significant impacts to views associated with the~~ as with the proposed project. Light and glare impacts would be expected to be mitigable, as with the proposed project. Overall, visual resources impacts would be increased under this alternative in comparison to the proposed project.

6.4.2 Air Quality

Temporary impacts to air quality resulting from construction of this alternative would be somewhat greater than those associated with the proposed project, as more extensive excavation work would be needed for the multiple towers, and the existing site structures and paving would have to be demolished and removed and the entire site graded similar to the proposed project. Although impacts would be more severe, their temporary nature would be considered less than significant with incorporation of mitigation, consistent with VCAPCD thresholds. Operational emissions associated with vehicle traffic and energy consumption ~~would be comparable somewhat higher than~~ would be the proposed project, ~~and but~~ would likely be remain less than significant with payment of TDM fees. All mitigation measures recommended for the proposed project would apply to this alternative.

Impacts associated with new residents’ exposure to emissions from Highway 101 would be less than those associated with the proposed project, as the housing units would be located further from the highway. Impacts would be less than significant in either case.

6.4.9 Noise

Project-generated noise impacts from the Increased Commercial/Decreased Residential Reconfigured Alternative, both from vehicular traffic and stationary sources at the site would be ~~similar to~~ somewhat higher than those from the proposed project. The reduction in residential density and increase in commercial uses would have ~~only a~~ somewhat limited effect on these impacts, which would be less than significant for both the proposed project and this alternative. Construction noise would be elevated in comparison to the proposed project, at least during a portion of the construction period, due to a greater amount of excavation required and, potentially, pile-driving for and construction of the high-rise towers. All mitigation recommended for the proposed project would apply, but would likely need to be augmented to address the specific noise impacts associated with the new configuration.



This alternative may have reduced noise impacts on new residents, as the housing units would be located further from the adjacent transportation corridors than those in the proposed project. Impacts would be less than significant in either case.

6.4.13 Transportation and Traffic

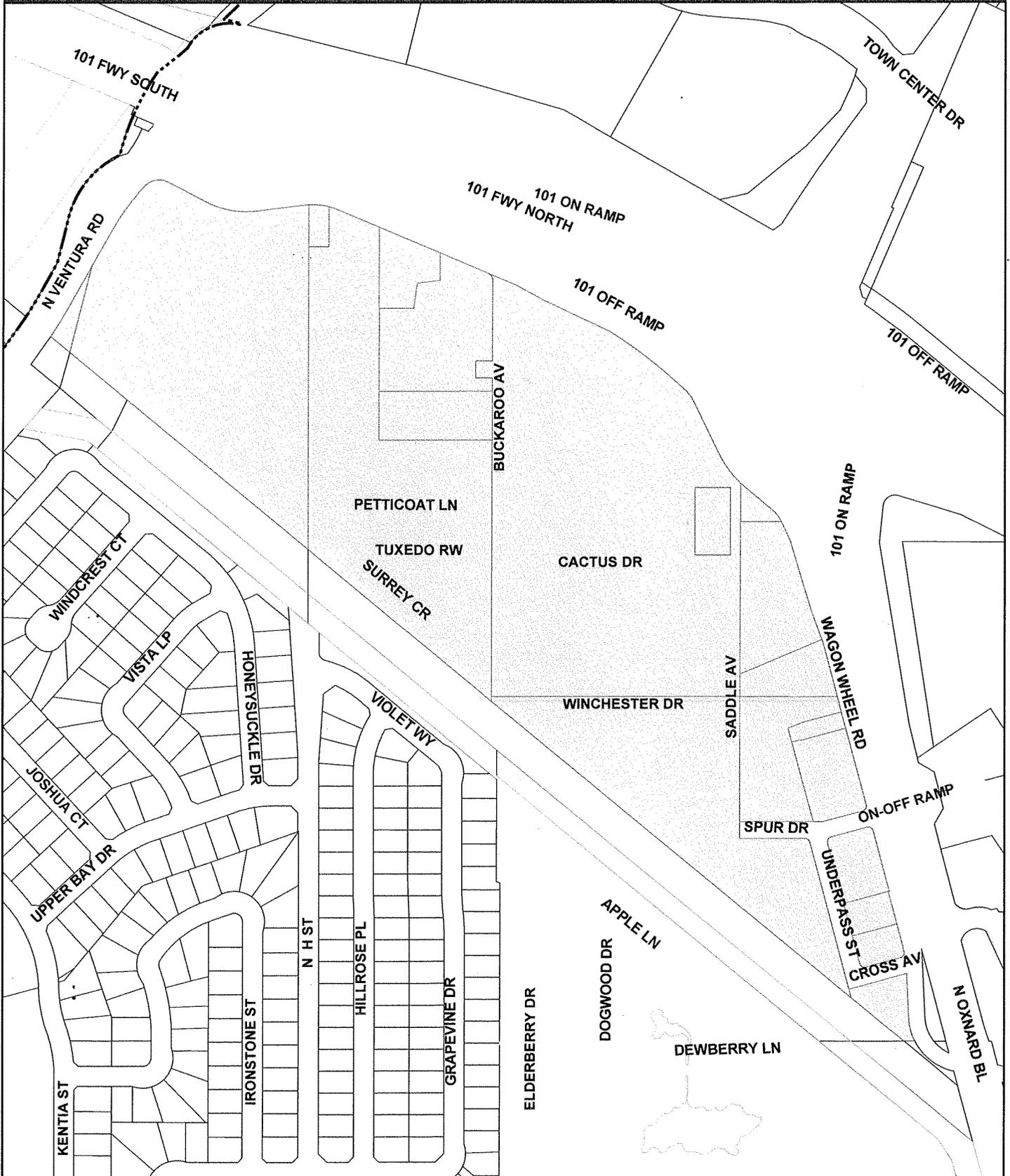
The Increased Commercial/Decreased Residential Reconfigured Alternative includes nearly 1.6 million square feet of office and commercial space and 250 residential uses. This represents over 90% fewer net residential units and 1.55 million more commercial square feet than the proposed project. Overall, it would generate ~~less more~~ traffic and ~~require fewer parking spaces than the proposed project~~. This is based ~~partially primarily~~ on trip generation rates of office vs. residential uses, ~~and also because some percentage of the employees would be expected to live in the residential component of the site or nearby in residential neighborhoods including Riverpark, close enough to where many employees would not need to drive to work.~~

~~Although~~ ~~As~~ the overall traffic impacts of this alternative would be ~~less greater~~ than those associated with the proposed project, the potential impacts at the two specified intersections would likely remain significant, and the proposed mitigation measures would still apply. The potentially significant but mitigable parking impact associated with the proposed project would be reduced to a less than significant level under this alternative because ~~fewer parking spaces would be required~~ and it is expected that the subterranean garages and on-street parking could accommodate the ~~reduced~~ demand for the residential units and surface and parking-structure parking would accommodate the commercial and office demand.

Attachment C

Village Specific Plan, September 2008

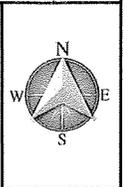
Specific Plan Area Map



PZ 06-620-03 GPA, PZ 06-570-05 ZC, PZ 06-535-02 DB, PZ 06-670-02 DA,
 OPA, PZ 06-540-02 PD, PZ 06-300-08 TSM
 Location: Wagon Wheel
 APN: 139002201, 139002203, 139002204, 139002206, 139002212, 139002214,
 139015011, 139015013, 139016101, 139016101, 139016102, 139016204, 139016207,
 139016208, 139017001, 139017002, 139017003, 139017004,
 139017005, 139017008

Specific Plan Area Map

0 62.5 125 250 375 500 Feet



Attachment D

**August 14, 2008 correspondence from The Village to Ms.
Barbara Macri-Ortiz**

The Village

OXNARD, CALIFORNIA

August 14, 2008

Barbara Macri-Ortiz, Esq.
Attorney at Law
1121 West 1st Street
Oxnard, CA 93030

Dear Barbara:

This letter is intended to respond to your comments on our previously submitted relocation package for the residents of the Wagon Wheel Trailer Lodge, and to document our agreement as to the amount, type and timing of replacement affordable units. In addition, this letter is intended to respond to the comments provided by you and the Wagon Wheel Trailer Lodge Residents Committee in our meeting held on July 21, 2008.

It is our intent to specifically memorialize the deal points described under the "Affordable Housing" Section in a Replacement Housing Plan to be approved by the Oxnard Community Development Commission ("Commission"), and in an Owner Participation Agreement between Oxnard Village Investments and the Commission, which will be reviewed during the public hearings held by the City of Oxnard for The Village project. Note that the construction of the 103 Very Low and Lower Income affordable units as specified under the "Affordable Housing" heading is contingent upon receiving approval of requisite "gap" financing from the City of Oxnard Redevelopment Commission. Furthermore, it is our intent to specifically memorialize the deal points under the "Park Closure Timeframes" and "Relocation Benefits" headings in the Mobile Home Park Closure Permit, which will be reviewed during the public hearings held by the City of Oxnard for The Village project. We have "agreed to disagree" as to the amount of the relocation payments, and to allow the Planning Commission to resolve this issue (subject to any applicable appeal rights).

I. AFFORDABLE HOUSING

Tax Credit Application Submittal Timing

1. Prior to issuance of a Building Permit for the 100th market rate unit, developer shall have submitted all requisite Low Income Housing 4% Tax Credit Applications to the State of California for review and approval of 103 Very Low and Lower Income affordable housing units.

Very Low and Lower Income Affordable Housing

2. Prior to issuance of a Certificate of Occupancy for the 601st market rate unit, developer shall have completed construction and shall have received all required

Certificates of Occupancy for the following one hundred three (103) multi-family dwellings affordable to Very Low (50% AMI or below) and Lower (60% AMI) income families:

Income Level	1BR	2BR	3BR	4BR	Total
30% AMI	13	15	7	5	40
35% AMI	3	0	4	1	8
40% AMI	3	0	4	2	9
50% AMI	4+ (18)*	2	7	2	33
60% AMI	2	4	3	4	13
Total	43	21	25	14	103

* Note: 18 1 BR units at 50% of median income were added to meet Redevelopment Law Requirement of 90 units at Very Low Income (40% of 225) and to meet Low Income Housing Tax Credit requirement (at least 20% of 103 total tax credit units (21) must be 50% AMI).

- The dwellings for Very Low and Lower Income Families will be “for rent” at prices affordable to families with incomes as specified above and shall be designed and occupied pursuant California Tax Credit Allocation Committee regulations, and any other applicable income and/or occupancy regulations (such as those provided within California Redevelopment Law). The design of this affordable housing community shall be similar in nature to the Villa Victoria project.

Low Income Affordable Housing

- Prior to issuance of a Certificate of Occupancy for the 601st market rate unit, developer shall have completed construction and received all requisite certificate(s) of occupancy for the following ten (10) multi-family dwellings affordable to Low Income Families (80% AMI):

Income Level	1BR	2BR	3BR	4BR	Total
80% AMI	5	1	1	3	10

- The dwellings for the Low Income Families will be for rent at prices affordable to families earning 80% AMI.

A map illustrating the approximate location for the 113 Very Low, Lower, and Low Income affordable units is attached as Exhibit 1. The affordable housing survey prepared by Cabrillo Economic Development Corporation which establishes: (1) persons interested in on-site affordable housing, (2) income levels for persons interested and (3) family size/bedroom counts for persons interested is attached as Exhibit 2.

Moderate Income Affordable Housing

- Prior to issuance of a Certificate of Occupancy for the 601st market rate unit, developer shall have completed construction and received all requisite certificate(s) of occupancy of the following six (6) multi-family dwellings affordable to Moderate Income Families (100%-120% AMI):

Income Level	1BR	2BR	3BR	4BR	Total
100% AMI	3	0	1	0	4
100+% AMI	2	0	0	0	2
Total	5	0	1	0	6

- The dwellings for the Moderate Income Families will be for rent at a price affordable to families earning from 100-120% AMI.

A map illustrating the approximate location for the six (6) Moderate Income affordable units is attached as Exhibit 1. The affordable housing survey prepared by Cabrillo Economic Development Corporation which establishes: (1) persons interested in on-site affordable housing, (2) income levels for persons interested and (3) family size/bedroom counts for persons interested is attached as Exhibit 2.

- In addition, the parties shall seek to agree on a more detailed schedule for commencement of construction of these 119 affordable units, tied to the timing of receipt of the tax credit financing and the gap financing provided by the Commission.

Affordable Housing Qualifications

- The final number of very low and lower income dwellings shall be based upon: (1) the number of mobile home park residents remaining in the park, if any, at the scheduled submittal of the California Tax Credit Application and (2) the remaining residents, if any, prior to submittal of California Tax Credit Application, who are qualified as Very Low or and/or Lower Income Families under the income requirements established by the California Tax Credit

Allocation Committee, the applicable occupancy requirements contained within California Redevelopment Law, and any other applicable City and State regulations.

II. PARK CLOSURE TIMEFRAMES

1. Park closure shall not occur until after issuance of a Certificate of Occupancy for the last Wagon Wheel Resident's affordable housing unit, but no earlier than 2 years from City approval of the Closure Permit.
2. Residents included on CEDC's Affordable Housing List must vacate the mobile home park within sixty (60) days after a Certificate of Occupancy has been issued for their unit and residency has been offered.
3. Residents not included on CEDC's Affordable Housing List can stay in the mobile home park up to 2 years from approval of the Closure Permit, or until move-out date specified in an executed Voluntary Relocation Agreement.

III. RELOCATION BENEFITS

It is our understanding that the mobile home park residents committee has not agreed on what constitutes an acceptable relocation payment. Thus, they intend to present their opinion of what constitutes an acceptable relocation payment to the Planning Commission. Nevertheless, we intend to present the following relocation benefit package to the Planning Commission for consideration as part of the Mobile Home Park Closure Permit:

1. Upon move out, homeowners of on-site mobile homes shall receive a cash payment of an amount to be specified by the City of Oxnard Planning Commission or the Oxnard City Council as part of the Park Closure Permit. Oxnard Village Investment's current offer is \$20,000. This cash payment shall constitute a purchase of each homeowner's mobile home. Upon receipt of payment resident shall release all occupancy rights and shall give full release of all claims.
2. Upon move out, residents of on-site recreational vehicles shall receive a cash payment of an amount to be specified by the City of Oxnard Planning Commission or the Oxnard City Council as part of the Park Closure Permit. Oxnard Village Investment's current offer is \$2500. Upon receipt of payment, residents shall assign all occupancy rights and shall give full release of all claims.
3. All residents shall be given free rent for duration of stay within mobile-home park.
4. The current maintenance fee and utility charges will be charged to all residents to ensure upkeep of the park during operation.

IV. PARK MAINTENANCE

Attachment E

**California Mobile Home Residency Law, Civil Code §
798.56(g), Government Code § 65863.7 and the City's
Municipal Code, Chapter 24, Article II, § 24-39**

ARTICLE II. MOBILE HOME PARK CLOSURES

SEC. 24-30. MOBILE HOME PARK CLOSURE PERMIT.

Except as otherwise provided by law, prior to the conversion of a mobile home park to another use, or prior to the closure of a mobile home park or the cessation of the use of land as a mobile home park, in whole or in part, a mobile home park closure permit must be obtained pursuant to provisions of this code. ('64 Code, Sec. 17.1-50) (Ord. No. 2097)

SEC. 24-31. NOTICE TO RESIDENTS.

The park owner shall give at least 90 days' written advance notice prior to the filing of an application for a mobile home park closure permit regarding the proposed closure of the park to all residents and coach owners in the affected park, and shall continue to give such notice to all new potential residents. ('64 Code, Sec. 17.1-51) (Ord. No. 2097)

SEC. 24-32. MOBILE HOME PARK CLOSURE PERMIT APPLICATION REQUIREMENTS.

(A) A person or entity seeking to convert a mobile home park to another use, or to close a mobile home park or to cease a use of land as a mobile home park, in whole or in part, shall apply for a mobile home park closure permit on forms provided by the development services department. The application shall be accompanied by payment of a filing fee in an amount as prescribed by city council resolution and shall include a report on the impact of the proposed conversion, closure, or cessation of use upon the residents of the mobile home park who would be displaced and a proposed relocation assistance plan, each of which shall be prepared in accordance with the requirements hereinafter set forth. The application will not be accepted for filing unless accompanied by the required impact report and relocation assistance plan.

(B) The application shall include each of the following:

(1) Concept plan - A written statement and concept plan indicating the use the park site is intended to accommodate, including the approximate number of proposed residential units, if any; approximate square footage and use of any buildings proposed; and the probable impacts/benefits to the community created by the proposed project.

(2) Site plan - A site plan of the existing mobile home park showing the existing layout, with all existing mobile home spaces identified by number and indicating whether the space is currently occupied, and other site features.

(3) Residents list - A list of the names and address of all current residents of the mobile home park.

(4) Impact report - A report on the housing and financial impacts of the removal of the mobile homes upon all displaced residents. The report shall

include, but not be limited to, the following items, except where the applicant can demonstrate that the necessary information is not available:

- (a) Rental rate history for each space for the previous five years;
- (b) Monthly vacancy rate for each month during the preceding two years;
- (c) Makeup of existing resident households, including family size, length of residence, age of residents, estimated household income, and whether receiving federal or State rent subsidies;
- (d) The date of manufacture and size of each mobile home in the park;
- (e) An analysis of moving existing mobile homes which shall include, but not be limited to, the availability of other sites; the total costs of relocating mobile homes to a new location; and the feasibility of existing mobile homes being accepted at other locations.

(5) Relocation assistance plan -

(a) A proposed relocation assistance plan shall be prepared by or on behalf of the applicant which states all measures proposed by the applicant to mitigate any identifiable adverse impacts of the proposed closure or conversion of use on the residents of the mobile home park who would be displaced thereby. Every proposed relocation assistance plan shall provide that displaced residents will be provided relocation benefits that relate to the identified impacts. Relocation benefits must bear a relationship to the cost of displaced residents' finding alternative housing and will be determined on a case-by-case basis. With regard to mobile homes which cannot be moved to another mobile home park, consideration shall be given to the purchase of such mobile homes by the applicant at their appraised fair market value as determined by a qualified, independent appraiser, as approved by the city, utilizing principles applicable in relocation matters. The foregoing applies whether or not the mobile home owner resides in the unit.

(b) Persons who own mobile homes or who are tenants in the mobile home park at the time notice is given pursuant to section 24-31 will be eligible for relocation assistance as determined in the fully approved relocation assistance plan. Persons who become mobile home owners or tenants after the time notice is provided pursuant to section 24-31 may be eligible for relocation assistance as determined in the fully approved relocation assistance plan.

(6) Proof of service of notice - The applicant shall provide evidence, by proof of service, that he/she has given the notice required by section 24-31 to all applicable residents and coach owners, and continues to give such notice to all new potential residents.

(7) Other information -

(a) The applicant shall provide any other information which the development services director reasonably believes is necessary for the purpose of properly evaluating the mobile home park closure permit request.

(b) The application will not be accepted as complete until and unless all materials required hereby have been submitted.

(64 Code, Sec. 17.1-52) (Ord. No. 2097)

SEC. 24-33. SERVICE OF IMPACT REPORT AND RELOCATION ASSISTANCE PLAN.

The development services department shall provide a notice of the hearing date and location, along with a copy of the impact report and relocation assistance plan to each resident of the mobile home park 30 days prior to the commission hearing on the mobile home park closure permit application. ('64 Code, Sec. 17.1-53) (Ord. No. 2097)

SEC. 24-34. HEARING ON MOBILE HOME PARK CLOSURE PERMIT.

(A) A hearing shall be held on the mobile home park closure permit application before the commission. The commission shall approve the mobile home park closure permit if it finds that:

(1) The conversion, closure, or cessation of use of the land as a mobile home park will not be materially detrimental to the housing needs and public interest of the affected neighborhood and of the city as a whole; and

(2) The measures to reasonably and adequately mitigate any adverse impact of the proposed conversion, closure, or cessation of use on the mobile home park residents who will be displaced will be incorporated as conditions of permit approval.

(B) If either the impact report or relocation assistance plan are found to be inadequate, insufficient, or incomplete, the mobile home park closure permit may be denied without prejudice. If the applicant thereafter cures the deficiencies, the applicant may reapply without payment of a new filing fee.

(C) In passing on and approving any mobile home park closure permit, reasonable conditions may be imposed by the commission to mitigate adverse impacts on mobile home park residents who will be displaced, including but not limited to relocation assistance requirements, phasing of the conversion, closure or cessation of use, bonding requirements, and any other reasonable requirements in the facts and circumstances of the particular permit request. ('64 Code, Sec. 17.1-54) (Ord. No. 2097)

SEC. 24-35. NOTICE OF APPROVAL OF MOBILE HOME PARK CLOSURE PERMIT.

(A) Written notices will be mailed to all residents residing in the mobile home park by city staff within ten days after the approval of a mobile home park closure permit. Such notice will state all of the conditions of approval of the mobile home park closure permit.

(B) The mobile home park owner shall pay the city's costs of doing said mailing.

('64 Code, Sec. 17.1-55) (Ord. No. 2097)

SEC. 24-36. DENIAL OF PERMIT FOR COERCION.

A permit may be denied where there is substantial evidence that mobile home park residents have been coerced to publicly support or approve closure, proposed conversion of a mobile home park to another use, or cessation of the use of land as a mobile home park, or to refrain from publicly opposing the same, or to forego any assistance to which they might be entitled.
(64 Code, Sec. 17.1-56) (Ord. No. 2097)

SEC. 24-37. DURATION OF PERMIT.

The mobile home park closure permit granted pursuant to this article shall be valid for a period of two years after approval by the commission or city council on appeal. Any and all rights to close a park pursuant to such a permit shall lapse at the expiration of the permit. The commission may, for good cause shown, grant an extension to the permit. Unless an extension is granted by the commission to delay the closure, the permit shall lapse.
(64 Code, Sec. 17.1-57) (Ord. No. 2097)

SEC. 24-38. APPEALS.

Any interested or aggrieved person shall have the right to appeal the decision of the commission on a mobile home park closure permit request or extension to the city council by paying the appeal fee established by city council resolution and filing a notice of appeal with the city clerk within 21 days of the date of the commission's action.
(64 Code, Sec. 17.1-58) (Ord. No. 2097)

SEC. 24-39. TERMINATION OF TENANCY.

Upon the approval of the mobile home park closure permit, the mobile home park owner shall serve a notice of termination of tenancy, in accordance with the provisions of Cal. Civil Code, Section 798.56, to each park resident informing them that they will be given two years from the date of the commission's approval of the mobile home park closure permit to terminate their tenancy in the park. The two-year termination period may be reduced to no less than six months or extended beyond two years upon the written agreement of the park owner and residents.
(64 Code, Sec. 17.1-59) (Ord. No. 2097)

SEC. 24-40. EFFECT ON EXISTING PERMITS.

The requirements of this article shall apply to all existing mobile home parks within the city, regardless of any time limitations that may exist with respect to the term of any conditional use permit issued for any mobile home park. The use of any property covered by such a conditional use permit may lawfully continue and the conditional use permit shall be deemed to remain in full force and effect until

such time as a mobile home park closure permit for conversion, closure, or cessation of use is granted.

(`64 Code, Sec. 17.1-60) (Ord. No. 2097)

SEC. 24-41. AFFIDAVIT OF COMPLIANCE.

Prior to the commencement of any construction on the property vacated as a result of the approval of a mobile home park closure permit for the conversion, closure or cessation of use of a mobile home park, the owner or developer of the property shall provide the city with an affidavit stating that the conditions imposed on the approval for the mobile home park closure permit have been satisfied, and that all tenancies on the property have been terminated.

(`64 Code, Sec. 17.1-61) (Ord. No. 2097)

SEC. 24-42. PUBLIC POLICY.

No person shall subvert any provisions of this article by coercing the waiver of any rights or privileges created or protected thereby. Any provisions of a lease or agreement which purports directly or indirectly to waive or require waiver of a resident's rights under said sections or which requires prior consent to the conversion, closure, or cessation of use of land as a mobile home park shall be null, void and unenforceable.

(`64 Code, Sec. 17.1-62) (Ord. No. 2097)

SEC. 24-43. EXEMPTION OF PUBLIC AGENCIES.

The requirements of this article shall not apply to any public agency which is required to comply with the relocation requirements of Cal. Gov't Code, Sections 7260 *et seq.* due to any displacement of a person or persons from a mobile home.

(`64 Code, Sec. 17.1-63) (Ord. No. 2492)

Attachment F

Resolution Certifying Final EIR

RESOLUTION NO. 2008-[EIR - 06-03]

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD CERTIFYING ENVIRONMENTAL IMPACT REPORT NO. 06-03 (SCH #2006101099) FOR THE OXNARD VILLAGE SPECIFIC PLAN PROJECT LOCATED NEAR THE NORTHWESTERN EDGE OF THE CITY OF OXNARD, AND BOUNDED BY HIGHWAY 101 TO THE NORTH, OXNARD BOULEVARD TO THE EAST, THE UNION PACIFIC RAILROAD AND EL RIO DRAIN TO THE SOUTH, AND NORTH VENTURA ROAD TO THE WEST (APN'S 139-0-022-015, 139-0-022-030, 139-0-022-040, 139-0-022-060, 139-0-022-125, 139-0-022-140, 139-0-022-150, 139-0-150-110, 139-0-150-135, 139-0-161-015, 139-0-161-025, 139-0-162-040, 139-0-162-075, 139-0-162-085, 139-0-170-015, 139-0-170-025, 139-0-170-030, 139-0-170-045, 139-0-170-055, and 139-0-170-085). FILED BY DALY GROUP/OXNARD VILLAGE INVESTMENTS LLC, 31238 VIA COLINAS, SUITE 103, WESTLAKE VILLAGE, CA 91362.

WHEREAS, the Planning Commission of the City of Oxnard has thoroughly considered Final Environmental Impact Report No.06-03 (State Clearinghouse # 2006101099) (the "EIR") for the Oxnard Village Specific Plan Project, which has been prepared in accordance with the California Environmental Quality Act (CEQA) and Resolution No. 10,851, as amended, of the City Council; and

WHEREAS, the Planning Commission has held a public hearing and received and considered oral and written testimony on the Final EIR; and

WHEREAS, the comments of the Commissioners, members of the public, and interested groups and agencies have been adequately responded to.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard:

1. Certifies that the Final EIR was completed in compliance with CEQA and reflects the City of Oxnard's independent judgment.
2. Certifies the adequacy of Final Environmental Impact Report No. 06-03.
3. Approves the Findings of Fact, Mitigation Monitoring and Reporting Program, and the Statement of Overriding Consideration.

The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of September, 2008, by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

Michael Sanchez, Chairman

ATTEST: _____
Susan L. Martin, Secretary

10.0 MITIGATION MONITORING AND REPORTING PROGRAM

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The Mitigation Monitoring and Reporting Program (MMRP) is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Environmental Impact Report, specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the MMRP.

In order to implement this MMRP, the City of Oxnard will designate a Project Mitigation Monitoring and Reporting Coordinator ("Coordinator"). The coordinator will be responsible for ensuring that the mitigation measures incorporated into the project are complied with during project implementation. The coordinator will also distribute copies of the MMRP to those responsible agencies identified in the MMRP, which have partial or full responsibility for implementing certain measures. Failure of a responsible agency to implement a mitigation measure will not in any way prevent the lead agency from implementing the proposed project.

The following table will be used as the coordinator's checklist to determine compliance with required mitigation measures.



Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date
AESTHETICS						
AES-3(a) Lighting Plans and Specifications. Prior to the issuance of any building permits, the applicant shall submit lighting plans and specifications for all exterior lighting fixtures and light standards to the Planning Department for review and approval. The plans shall include a photometric design study demonstrating that all outdoor light fixtures to be installed are designed or located in a manner as to contain the direct rays from the lights on-site and to minimize spillover of light onto surrounding properties, roadways or the Santa Clara River. All parking structure lighting shall be shielded and directed away from residential uses. Such lighting shall be primarily located and directed so as to provide adequate security.	Submittal of lighting plans and specifications to the OPD for review and approval; post construction inspection by BES.	Prior to issuance of building permit; post construction	Once for review of lighting plans; once post construction to verify compliance.	BES, OPD		
AES-3(b) Building Material Specifications. Prior to the issuance of any discretionary permits for construction under the adopted Specific Plan, the applicant shall submit plans and specifications for all building materials and colors to the Planning Department for review and approval. All structures facing any public street or neighboring property shall use minimally reflective glass and all other materials and colors used on the exterior of buildings and structures shall be selected with attention to minimizing reflective glare.	Submit building materials and color schemes to OPD for review and approval; post construction inspection by BES.	Prior to the issuance of any discretionary permits for construction; post construction.	Once for review of building materials and color schemes; once post construction to verify compliance.	OPD, BES		
AES-3(c) Light Fixture Shielding. Prior to the issuance of any building permits, the applicant shall demonstrate to the Planning Department that all night lighting installed on private property within the project site shall be shielded, directed away from residential uses, and confined to the project site. Rooftop lighting shall be limited to security lighting or aviation warning lights in accordance with Airport/Federal Aviation Administration (FAA)	Demonstrate to OPD that all night lighting installed is shielded and complies with FAA regulations; post construction inspection by BES.	Prior to the issuance of any building permit; post construction	Once prior to issuance of building permit; once post construction to verify compliance	BES, OPD		

Key: BES = City of Oxnard Building and Engineering Services
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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date
requirements. Additionally, all lighting shall comply with all applicable airport safety policies and FAA regulations. AES-3(d) Window Tinting. Prior to the issuance of any building permits, the applicant shall submit plans and specifications showing that building windows are tinted with an antireflective material in order to minimize glare.	Submit building window tinting plan to OPD for review and approval; post construction inspection by BES.	Prior to the issuance of any building permit post construction.	Once for review of window tinting on plans; once post construction to verify compliance.	OPD, BES		
AIR QUALITY						
AQ-1(a) Dust Control Measures. The following shall be implemented during grading and construction to control dust. 1. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust. 2. Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavating activities. Application of water (preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities. 3. Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities: a. All trucks shall be required to cover their loads as required by California Vehicle Code Section 23114. b. All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways, shall be treated to prevent fugitive dust. Treatment shall include, but	Verification of inclusion of specified practices during all phases of grading and construction to control dust.	Once for review of construction plans prior to issuance of grading permit; field verification during grading and construction.	Once for review of construction plans; field verification periodically throughout grading and construction	BES		

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					Initial	Date	Comments
<p>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.</p> <p>4. Graded and/or excavated inactive areas of the construction site shall be monitored at least weekly for dust stabilization. Soil stabilization methods shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area within three weeks, it shall be seeded and watered until grass growth is evident, or periodically treated with environmentally safe dust suppressants, to prevent excessive fugitive dust.</p> <p>5. Signs shall be posted on-site limiting traffic to 15 miles per hour or less.</p> <p>6. During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to affect adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust from being an annoyance or hazard, either off-site or on-site.</p> <p>7. Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.</p> <p>8. Personnel involved in grading operations, including contractors and subcontractors, shall wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.</p> <p>9. Shaker plates shall be installed at all truck exits</p>							

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					Initial	Date
from the site. 10. Dust control requirements shall be shown on all grading plans.						
AQ-1(b) Construction Equipment Controls. The following shall be implemented during construction to minimize emissions of ozone precursors. 1. Construction contractors shall minimize equipment idling time throughout construction. Engines shall be turned off if idling would be for more than five minutes. 2. Equipment engines shall be maintained in good condition and in proper tune as per manufacturers' specifications. 3. The number of pieces of equipment operating simultaneously shall be minimized. 4. Construction contractors shall use alternatively fueled construction equipment (such as compressed natural gas, liquefied natural gas, or electric) when feasible. 5. The engine size of construction equipment shall be the minimum practical size. 6. Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated clean diesel engines) shall be utilized wherever feasible. 7. During the smog season (May through October), the construction period should be lengthened so as to minimize the number of vehicles and equipment operating at the same time.	Verification of inclusion of specified practices during grading and construction to minimize emissions from ozone precursors.	Once for review of plans prior to issuance of grading permit; field verification during grading and construction.	Once for review of construction plans; field verification periodically throughout construction.	BES		
AQ-1(c) Low Volatile Paints. Wherever feasible, non-painted exterior surfaces and low volatile interior and exterior paints shall be used for architectural coatings.	Use low volatile paints wherever feasible.	During plan check	Once, during plan check	OPD, BES		
AQ-2(a) TDM Fees. The project shall provide payment of fees to a suitable Transportation Demand Management Plan Fund. The fees will be based on	Payment of TDM fees by applicant and verification by	Prior to operation of Phase 5	Once, prior to operation of Phase 5.	OPD		

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<p>the exceedance of the threshold for ROG and NOx, prior to operation of Phase 5. The fees shall be based on the unit cost for ROG and NOx, in effect at the time the fee is to be paid using the VCAPCD guidelines formula of:</p> <ul style="list-style-type: none"> • (excess emissions lbs/day) x (unit cost ROG) x (days in operation) x (3 years) = Total cost • (excess emissions lbs/day) x (unit cost NOx) x (days in operation) x (3 years) = Total cost <p>Payment of fees is required prior to operation of Phase 5.</p>	OPD.					
<p>AQ-2(b) Increased Efficiency. Residential and commercial land use shall increase efficiency 20% beyond Title 24. Applicant shall provide documentation of energy savings associated with materials proposed for use at time of building permit application.</p>	<p>Verification that applicant-supplied documentation of supplies and materials that would increase efficiency above Title 24.</p>	At time of building permit application; post construction	Building permit application; post construction.	OPD, BES		
<p>AQ-4(a) Alternative Fuels. During grading the applicant shall use alternative fuels and/or retro-fitted filters on construction equipment if feasible. Alternative fuels and retrofitted filters may include, but are not limited to low sulfur diesel fuel and/or catalyzed diesel particulate filters. These measures can reduce generation of PM10 by 63-80%. Applicant shall provide documentation to the City of Oxnard regarding the availability (or lack of same) of the alternative fuels (such as biodiesel and E-85) and the number of vehicles equipped with diesel particulate filters and or that meet Tier III and IV engine standards prior to each construction phase.</p>	<p>Use alternative fuels on construction equipment if feasible.</p> <p>Verification of documentation submitted to OPD by applicant regarding availability of alternative fuels.</p>	During construction and prior to each construction phase.	Once prior to each construction phase; periodically during construction.	OPD, BES		
<p>AQ-4(b) Equipment Limitations. Diesel-powered equipment under 75 hp located within 100 meters (325 feet) of the edge of the construction area shall be</p>	Implement equipment limitations during	During construction and prior to each	Once prior to each construction phase;	OPD, BES		

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required to have engines that meet California Tier 4 emission standards. Diesel-powered equipment over 75 hp and operating within 100 meters (325 feet) of the edge of the construction area shall meet, at a minimum, California Tier 2 emission standards until the year 2010, at which time Tier 4 standards are applicable. The applicant shall provide to the City an inventory of the vehicles so equipped prior to each construction phase and each one shall be marked with an identification number that matches the inventory and that can easily be seen during equipment operation.	construction. Verification by BES of applicant inventory of construction vehicles prior to each construction phase.	construction phase.	periodically during construction.			
AQ-5 Air Ventilation Specifications. Forced air ventilation with filter screens on outside air intake ducts shall be provided for all residences in Planning Units 1, 7, and 8. Windows and doors shall be fully weatherproofed with caulking and weather-stripping that is rated to last at least 20 years.	Implement and verify identified air ventilation features.	At Building Permit application and prior to occupancy of units in identified planning units.	Once at Building Permit applications and once prior to occupancy of identified residential units.	OPD, BES		
BIOLOGICAL RESOURCES						
BIO-2(a) Nesting Bird Survey. If tree removal is to occur during the bird-breeding season (February 15-September 15), surveys shall be conducted prior to tree removal by a City approved biologist (a person with a biology degree and/or established skills in bird recognition). Surveys shall occur within two weeks prior to initial tree removal. A copy of the contracts and reports for these services shall be submitted to the Planning Department for review and approval prior to issuance of grading permits.	Nesting bird surveys completed if required and submitted of report to PD for review and approval.	If tree removal occurs during bird-breeding season, two weeks prior to initial tree removal and grading permit.	Once prior to issuance of grading permits.	OPD		
BIO-2(b) Establishment of Appropriate Buffers. In the event that nesting birds are observed within 250 feet of a construction area, species-specific exclusion buffers shall be determined by a City-approved biologist, and construction timing and location adjusted accordingly until the nestlings have fledged.	Establish buffers if nesting birds are located.	Prior to start of construction in conjunction with BIO-2(a).	Once prior to start of construction.	OPD		

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<p>BIO-2(c) Construction During the Bird Nesting Season. Construction activities that would have a direct impact on bird nesting areas such as large trees, shall be conducted between October and February when nesting birds are least likely to occur.</p> <p>BIO-2(d) Incorporation of Trees into Landscape Plan. The project landscape plans shall include an inventory of mature trees that currently exist on the project site and shall include replacement of mature trees at a minimum of a 1:1 ratio. At maturity, landscape trees shall be of a comparable height and massing to the existing trees on the property so as not to diminish the bird nesting capacity of the property compared to current conditions. An arborist report shall be submitted, and the value of trees removed shall be added to the landscape plan to augment tree plantings.</p> <p>BIO-3 Native Landscape Plan. Non-native species or invasive plant species listed in the most updated version of the 1999 Cal-IPC Exotic Pest Plants of Greatest Ecological Concern in California shall not be planted within the project site or along the borders of the project site. This restriction shall also apply to private yards within the project through homeowners Association rules or covenants, conditions and restrictions (CC&R). The developer shall submit landscape plans reflecting this restriction for approval prior to issuance of grading permits.</p>	<p>Establish construction timing where large trees are impacted.</p> <p>Arborist report submittal and verification of the inclusion of trees into landscape at identified ratio.</p>	<p>During construction</p> <p>During Plan check</p>	<p>Periodically during construction</p> <p>Once during plan check; once post-construction</p>	<p>OPD</p> <p>OPD</p>		
<p>BIO-3 Native Landscape Plan. Non-native species or invasive plant species listed in the most updated version of the 1999 Cal-IPC Exotic Pest Plants of Greatest Ecological Concern in California shall not be planted within the project site or along the borders of the project site. This restriction shall also apply to private yards within the project through homeowners Association rules or covenants, conditions and restrictions (CC&R). The developer shall submit landscape plans reflecting this restriction for approval prior to issuance of grading permits.</p>	<p>Review and approve developer's submitted landscape plan prior to issuance of grading permits.</p>	<p>Prior to issuance of grading permit post construction</p>	<p>Once prior to issuance of grading permit; once post-construction</p>	<p>OPD</p>		
CULTURAL RESOURCES						
<p>CR-1(a) Native American Monitoring. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing their activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Manager for review and approval prior to grading activities on site. The</p>	<p>Field verification that a monitor is present during grading and trenching.</p> <p>Verify submittal of monthly report from Native</p>	<p>During grading and trenching</p>	<p>Periodically during grading and trenching</p> <p>Prior to approval of final building permits for monthly reports</p>	<p>OPD</p>		

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<p>monitoring report(s) shall be provided to the Planning Division prior to approval of final building permits.</p> <p>CR-1(b) Procedures for Discovery of Intact Cultural Resources. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Chumash representative shall monitor any mitigation work associated with Native American cultural material.</p> <p>CR-1(c) Procedures for Discovery of Human Remains. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the California Native American Heritage Commission.</p> <p>CR-2(a) Documentation. Prior to demolition, a Documentation Report shall be prepared by a qualified historic preservation professional, consisting of archival quality photographs (using large-format photography) and measured drawings of the significant buildings and structures to be demolished and a historic resources report shall be prepared for the property. Documentation shall include, but not be limited to, the exterior elevations of the motel complex, the bowling alley, and the restaurants. The level of documentation should be sufficient to preserve a visual record of the buildings and the surviving elements of the original landscaping. Documentation of the Wagon Wheel and El Rancho Restaurants shall include their</p>	<p>American monitor.</p> <p>Stop work if cultural resources are found during grading or trenching.</p> <p>Chumash representative monitoring if needed.</p> <p>Stop work if human remains are found during grading or trenching.</p> <p>NAHC notification if necessary.</p> <p>Verification of an adequate Documentation Report by a qualified historic preservation professional to the Ventura County Museum.</p>	<p>Periodically during grading and trenching</p> <p>Periodically during grading and trenching</p> <p>As needed during grading and trenching</p> <p>Prior to demolition of existing structures.</p>	<p>Periodically during grading and trenching.</p> <p>As needed during grading and trenching</p> <p>Once, prior to demolition of existing structures.</p>	<p>OPD, BES</p> <p>BES</p> <p>OPD</p>		

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<p>signage using large-format photography. The dining rooms and bars shall be photo-documented using large-format photography. Copies of the Documentation Report shall be submitted to the Ventura County Museum upon completion.</p> <p>CR-2(b) Design. In consultation with a qualified historic preservation professional, and based on a comprehensive inventory of historic architectural features, the design of the project shall preserve and incorporate significant features of the historic properties, which should include but not necessarily be limited to freestanding and attached signs and other notable character-defining architectural elements of the historic properties. At the very minimum the design shall preserve the motel's neon "horse and buckboard" sign and may incorporate it into the new development. This would require its relocation. As the existing architectural elements are not necessarily compatible with the European-themed architecture of the proposed development, their incorporation shall be designed to avoid theme-related and visual/architectural conflict; the proposed plan for these elements shall be reviewed and approved by Planning staff. Suitable signage identifying the history of the sign and the Wagon Wheel area should be incorporated into the design of the relocated neon sign. Additional character-defining architectural elements for which development design incorporation is infeasible shall be offered as a donation for retention in the Ventura County Museum of History and Art. These could include elements, such as the wagon wheel windows, or the wrought branding iron fixtures. Decorative elements from the interior of the restaurant such as lighting, photographs, and furniture, also should be included in the donation offer.</p> <p>CR-2(c) Interpretation. In consultation with a qualified historic preservation professional, a</p>	<p>The applicant shall consult a qualified historic preservation professional to preserve and incorporate significant features into the project.</p> <p>Review and approval of proposed plan illustrating identified elements by Planning Staff.</p>	<p>Prior to demolition of existing structures.</p>	<p>Once, prior to demolition of existing structures.</p>	<p>OPD</p>		
<p>CR-2(c) Interpretation. In consultation with a qualified historic preservation professional, a</p>	<p>Verification of inclusion of a</p>	<p>Prior to occupancy of</p>	<p>Once prior to occupancy of</p>	<p>OPD</p>		

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permanent on-site interpretive display describing the property's significant historic themes shall be designed and incorporated into the project.	permanent on-site interpretive historic display.	buildings	buildings			
CR-2(d) Oral History. A video-based oral history project shall be undertaken for the purpose of documenting the recollections of individuals with knowledge of the property's history and the life and work of Martin V. Smith. This project shall be directed by a qualified historic preservation professional and be submitted to an appropriate Ventura County museum upon completion.	Verification of video-based oral history to the Ventura County Museum.	Prior to demolition of existing structures.	Once, prior to demolition of existing structures.	OPD		
CR-2(e) Television Specials. Two television programs of at least 30 minutes in length shall be produced on the history of the Wagon Wheel Junction and the life and work of Martin V. Smith for broadcast on the Oxnard public access channel. The programs shall be completed in consultation with a qualified historic preservation professional and based at least in part on the historic resources report and oral history program required in mitigations measures CR-2(a) and CR-2(d), above.	Verification of completion of two television specials at least 30 minutes in length.	Prior to demolition of existing structures.	Once, prior to demolition of existing structures.	OPD		
GEOLOGY & SOILS						
GEO-1 Individual Geotechnical Engineering. The applicant shall retain a certified engineer to perform geotechnical engineering for each building in each phase. The applicant shall incorporate the design contained within the geotechnical engineering plans into all buildings, structures, foundations and utilities, as applicable. The geotechnical engineering plans shall include the recommendations of the geotechnical reports and shall be submitted to Development Services Department and the Building and Engineering Services Department for review prior to issuance of grading or building permits. GeoSoils recommends using the value obtained from the site specific probabilistic seismic hazard analysis (0.74g) for the design basis ground motion to use for a 10 percent	The applicant shall perform a geotechnical evaluation for the project site and design all facilities according to recommendations provided therein. Verification and Submittal of a plan and report to Development Services Engineering	Prior to issuance of grading permits.	Once, prior to issuance of each grading or building permit.	OPD, BES		

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probability of exceedance in 50 years. This value should satisfy the minimum Uniform Building Code (UBC) requirements for seismic structural design.	Services Department.					
GEO-2(a) Soil Removal. There are thin (generally less than three feet thick), isolated layers of sand and silt sand beneath the site which possess a potential for liquefaction during large seismic events. In addition, thick deposits of potentially liquefiable material (approximately six feet) were encountered near the center of the site at approximately 14 to 20 feet below existing grade and near the middle northern area of the site at approximately 11 to 16 feet below existing grade. In order to reduce the potential for surface manifestation associated with these two thick layers, soil removals in these areas shall occur prior to foundation construction; in accordance with the geotechnical recommendations, soil shall be removed to approximately 16 feet below existing grades. The excavated soil shall be utilized for onsite fills after any organic matter, debris, or individual particles greater than six inches in diameter are removed.	Soil removal prior to foundation construction in accordance with geotechnical recommendations.	Prior to issuance of grading or development permits	Once prior to issuance of grading or development permits; Once during construction	BES		
GEO-2(b) Pile Casing. Some of the proposed buildings will be founded on a deepened foundation system and the piles may experience downdrag forces as a result of settlement associated with liquefaction. Prior to foundation construction, drilling and casing of the upper 40 to 45 feet of the pile shall be implemented in order to reduce the effects of downdrag on the piles.	Drilling and casing of piles shall be implemented.	During construction	Periodically during foundation construction	BES		
GEO-3(a) Dewatering Program. Prior to the issuance of any grading permits, a qualified hydrologist shall estimate from the final engineering plans the volume of dewatering necessary for the proposed project. If dewatering is required a dewatering program shall be designed to properly convey and treat dewatering discharge, in accordance with the NPDES permits, as well as state and local regulations. The program shall be subject to the approval of the Ventura	Estimate volume of dewatering necessary for proposed project. If dewatering is required, a plan shall be submitted to VC Watershed Protection District	Prior to issuance of grading permits	Once prior to issuance of grading permit; once, if needed, prior to implementation of dewatering program.	BES; Ventura County Watershed Protection and City of Oxnard Public Works, if needed.		

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County Flood Control District and the City of Oxnard Public Works Department. The program shall include site design methods for treatment and conveyance of temporary, and permanent if required, dewatering discharge, including but not limited to infiltration ponds, vegetated swales, and or reuse for landscape irrigation. Prior to the implementation of any dewatering program, groundwater sampling shall be performed to ensure that the system is adequately designed and permitted to address onsite groundwater conditions.	and City of Oxnard Public Works Department.					
GEO-3(b) Groundwater Recharge. If the volume of groundwater extracted annually in association with the Oxnard Village Specific Plan exceeds 0.15 acre-feet, a groundwater recharge contribution shall be required. The project engineer shall consult with the City of Oxnard Public Works Department, and Ventura County Flood Control District to determine appropriate methods for contributing to the recharge of the groundwater basin.	If a groundwater recharge contribution is required, consultation with City of Oxnard Public Works and Ventura County Watershed Protection District.	Prior to issuance of building and grading permits.	Once prior to issuance of building and grading permits.	BES, Ventura County Watershed Protection and City of Oxnard Public Works, if needed.		
HAZARDS and HAZARDOUS MATERIALS						
HAZ-1(a). Asbestos and Lead Based Paint Surveys. Prior to issuance of a demolition permit for any structure, a lead-based paint and asbestos survey shall be performed by a qualified and appropriately licensed professional. All testing procedures shall follow recognized local standards as well as established California and Federal assessment protocols. The lead-based paint and asbestos survey report shall quantify the areas of lead-based paint and asbestos containing materials.	Completion and verification of a lead-based paint and asbestos survey.	Prior to issuance of a demolition permit	Once prior to issuance of a demolition permit.	OPD, BES		
HAZ-1(b). Asbestos Abatement. Prior to any demolition or renovation, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as	Completion and verification of asbestos abatement for onsite structures if	Prior to any demolition or renovation	Once prior to demolition or renovation for abatement; Once post abatement	OPD, BES		

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<p>required by the VCAPCD. All abatement activities shall be in compliance with California and Federal OSHA, and with the VCAPCD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be transported by a licensed to handle asbestos-containing materials and disposed of at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the abatement consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.</p> <p>HAZ-1(c). Lead Based Paint Removal. Prior to the issuance of a permit for the renovation or demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the structure for lead-based paint. If lead-based paint is discovered, it shall be removed according to proper abatement procedures recommended by the consultant and in accordance with VCAPCD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed of by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based</p>	<p>necessary.</p> <p>Completion and abatement report submitted to the VCAPCD and City of Oxnard</p>		<p>for report if necessary.</p>				
<p>HAZ-1(c). Lead Based Paint Removal. Prior to the issuance of a permit for the renovation or demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the structure for lead-based paint. If lead-based paint is discovered, it shall be removed according to proper abatement procedures recommended by the consultant and in accordance with VCAPCD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed of by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based</p>	<p>Survey for lead based paint and removal if necessary.</p> <p>Completion and abatement report submitted to VCAPCD and City of Oxnard</p>	<p>Prior to issuance of permit for demolition or renovation</p>	<p>Once prior issuance of permit for demolition or renovation; once for verification of report post abatement if necessary.</p>	<p>OPD, BES</p>			

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<p>paint removed, where the material was moved to, and include transportation and disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.</p> <p>HAZ-2(a). Site Development. Prior to demolition or remodeling of any existing buildings, a California Certified Environmental Assessor or other qualified environmental professional shall conduct a walk-through of the building to determine if there are any structures or features (such as an underground storage tank or sump) within or near the building that could have been used to store, contain, or dispose of hazardous materials. If such a feature is found, the applicant shall obtain all necessary permits from the City of Oxnard or County of Ventura to abandon these structures as part of the demolition. If required by the abandonment permit issued by the City or County, the applicant shall perform soil sampling and analysis in the area of the removed feature. Any identified contamination shall be reported to the lead regulatory agency and remediated in accordance with the requirements of the lead agency.</p> <p>HAZ-2(b). Contingency Plan. Prior to issuance of any grading or dewatering permits the applicant shall prepare a contingency plan that outlines measures that will be implemented in the event that presently undocumented contaminants, structures, or features are suspected or discovered during grading. The contingency plan shall identify appropriate measures to be followed if contaminants are found or suspected. The appropriate measures shall identify personnel to be notified, emergency contacts, and a procedural protocol to be implemented. The excavation and demolition contractors shall be made aware of the possibility of encountering unknown hazardous materials, and shall be provided with appropriate</p>	<p>Survey for hazardous materials and removal if necessary.</p> <p>Obtain permits from City of Oxnard or County of Ventura if necessary</p> <p>Soil sampling and analysis, abatement if necessary.</p>	<p>Prior to demolition or renovation</p>	<p>Once prior to demolition or renovation; once if permits are required; once if abatement is necessary</p>	<p>OPD, BES</p>		
<p>Completion and verification of a contingency plan. Review and approval by City Fire Department or EHD</p>	<p>Prior to issuance of grading or dewatering permits</p>	<p>Once prior to issuance of grading or dewatering permits</p>	<p>OPD, Oxnard Fire Department</p>			

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contact and notification information. The contingency plan shall include a provision stating at what point it is safe to continue with the excavation or demolition, and identify the person authorized to make that determination. The contingency plan shall be reviewed and approved by the City Fire Department or EHD prior to the issuance of the grading permit.						
HAZ-2(c) Construction Monitoring. During all site grading activities, monitoring will be conducted by a qualified environmental professional to determine if any suspected contaminated material are encountered. If contaminants are detected during grading, all work shall be stopped and the appropriate personnel, as determined by the contingency plan, shall be notified.	Construction monitoring by environmental professional.	During construction	Periodically during construction.	OPD, BES		
HAZ-2(d). Work Plan. A work plan shall be completed to address the sampling protocols to be followed as well as the number of samples to be taken and the chemical analysis required. Upon lead agency approval, the work plan shall be implemented and the results of the soil or groundwater sampling shall be forwarded to the lead regulatory agency (City of Oxnard, VCEHD, Regional Water Quality Control Board or Environmental Protection Agency Department of Toxic Substances Control). The agency should review the data determine if any additional investigation or remedial activities are deemed necessary. No work shall resume in that area until the lead local regulatory agency has provided written authorization that the area does not warrant any additional action.	Completion and verification of a work plan to address sampling protocols. Approval of work plan by lead agency.	Prior to grading permit	Once prior to grading permit	OPD, BES		
HAZ-2(e). Remediation Program. If concentrations of contaminants warrant remediation, contaminated materials shall be remediated either prior to or concurrent with construction. The contaminated materials shall be remediated under the supervision of an environmental consultant licensed to oversee such remediation and under the direction of the lead	Implementation of a remediation program if necessary. Verification of remediation	Prior to issuance of grading permit	Once prior to issuance of a grading permit	OPD, BES		

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<p>oversight agency. The remediation program shall also be approved by a regulatory oversight agency, such as the City of Oxnard, VCEHD, RWQCB, or the DTSC. All proper waste handling and disposal procedures shall be followed. Upon completion of the remediation, the environmental consultant shall prepare a report summarizing the project, the remediation approach implemented, and the analytical results after completion of the remediation, including all waste disposal or treatment manifests.</p> <p>HAZ-2(f). Groundwater Sampling. Prior to the implementation of any dewatering program, groundwater sampling shall be performed to ensure that the system is adequately designed and permitted to address onsite groundwater conditions. If contaminants are detected in groundwater at levels that exceed maximum contaminant levels for those constituents in drinking water, or if the contaminants exceed health risk standards such as PRGs, one in one million cancer risk, or a health risk index above 1, then the results of the groundwater sampling shall be forwarded to the appropriate regulatory agency (VCEHD, RWQCB, or the DTSC). The agency shall review the data and sign off on the property or determine if any additional investigation or remedial activities are deemed necessary. The applicant shall obtain appropriate discharge permits required for the dewatering system.</p> <p>HAZ-3 Aerially Deposited Lead Adjacent to Highways. Following grading adjacent to Wagon Wheel Road, soil should be stockpiled, sampled and analyzed in conformance with the Los Angeles- Regional Water Quality Control Board, stockpile sampling requirements. If lead levels are detected above the hazardous material thresholds, the soil shall be hauled and disposed of by a transportation company licensed to transport hazardous materials material. In addition,</p>	<p>program report if necessary.</p> <p>Completion and verification of a groundwater sampling analysis and report if necessary.</p> <p>Retain discharge permits if necessary.</p>	<p>Prior to implementation of a dewatering program.</p>	<p>Once prior to implementation of a dewatering program; once if report is necessary; once if discharge permits are necessary.</p>	<p>OPD, BES</p>		
<p>HAZ-3 Aerially Deposited Lead Adjacent to Highways. Following grading adjacent to Wagon Wheel Road, soil should be stockpiled, sampled and analyzed in conformance with the Los Angeles- Regional Water Quality Control Board, stockpile sampling requirements. If lead levels are detected above the hazardous material thresholds, the soil shall be hauled and disposed of by a transportation company licensed to transport hazardous materials material. In addition,</p>	<p>Soil analyzed following grading and procedures for removal.</p> <p>Verification and completion of analysis Documentation.</p>	<p>Following grading adjacent to Wagon Wheel Road</p>	<p>Once following grading; once upon completion of analysis</p>	<p>OPD, BES</p>		

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<p>the material shall be taken to a landfill or receiving facility licensed to accept hazardous waste. Documentation of the appropriate sampling, transportation and disposal must be prepared and include the volume of soil removed, where the material was moved to, and include soil profiling, and transportation and disposal manifests. The soil removal documentation shall be prepared for the property owner or other responsible party, with a copy submitted to the City of Oxnard.</p> <p>HAZ-4 Federal Aviation Administration Notification. The regulation "requires any person/organization who intends to sponsor any of the following construction or alterations to notify the Administrator of the FAA. " Notification must be made in the form of a completed FAA form 7460-1.</p>	<p>FAA notification verification</p>	<p>Prior to issuance of building permits for high-rise structures</p>	<p>Once prior to construction of high-rise structures</p>	<p>OPD</p>		
HYDROLOGY						
<p>HWQ-1 Stormwater Pollution Prevention Plan. Prior to initiation of grading for any phase of development of the Oxnard Village Specific Plan, a California Registered Civil Engineer shall prepare a Stormwater Pollution Prevention Plan (SWPPP) for the site. The SWPPP shall fully comply with RWQCB requirements and shall contain specific BMPs to be implemented during project construction to reduce erosion and sedimentation to the maximum extent practicable. The plans shall identify conveyance and treatment methods for any groundwater encountered during excavation for piles and foundations. Dewatering treatments shall be subject to the approval of City. BMPs that could be implemented include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> • Use of silt fences, hay bales, sand bags, berms, and/or silt and debris basins to retard movement of water and separate sediment and other contaminants. 	<p>Completion and verification of a SWPPP. Approval of dewatering treatments by City.</p>	<p>Prior to start of grading.</p>	<p>Once prior to start of grading</p>	<p>OPD</p>		

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<ul style="list-style-type: none"> • Use of slope stabilizers, including natural fiber erosion control blankets of varying densities according to specific slope/ site conditions, to reduce erosion. • Watering of graded areas with an adequate yet conservative amount water • Cessation of grading operations in high winds (i.e., greater than 15 mph). • Proper recycling of construction related materials and equipment fluids (e.g., concrete dust, cutting slurry, motor oil and lubricants). • During and between all phases of construction, all exposed graded and/or disturbed surfaces shall be reseeded with ground cover vegetation to minimize erosion if construction of structures and/or paving or installation of project landscaping is not scheduled to occur within four (4) weeks of completion of grading. 						
<p>HWQ-2 Drainage and Flood Control Improvement Plan. A Drainage and Flood Control Improvement Plan shall be prepared by a California Registered Civil Engineer and shall identify all required construction related and permanent drainage and flood control improvements necessary to comply with the City's regulations as well as the County's standard of "no net increase" in storm flow discharge rates into the El Rio Drain and the Santa Clara River. This analysis is required to document the existing and proposed runoff rates versus time. Not only shall the peak runoff rate be the same or less than the existing, but the time of the peak rate shall also be substantially the same. This plan shall also identify the intended use of the drain referred to as P.D. 346 to convey stormwater runoff.</p> <p>This plan shall be prepared in consultation with the City Supervising Civil Engineer and the Ventura</p>	<p>Completion and verification of a Drainage and Flood Control Improvement Plan.</p> <p>Obtain all necessary permits from VC Watershed Protection District.</p>	<p>Prior to issuance of grading permits</p>	<p>Once prior to issuance of a grading permit</p>	<p>OPD</p>		

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County Watershed Protection District to facilitate required interagency coordination. The capacity, location, and size of all culverts, collection devices, conveyance facilities, energy dissipaters, detention basins, debris basins and related improvements shall be designed to the satisfaction of the City Supervising Civil Engineer and in consultation with the Ventura County Watershed Protection District. All necessary permits required to implement the Improvement Plan shall be obtained from the Ventura County Watershed Protection District prior to City issuance of a permit for mass grading. No grading permits shall be issued until the Drainage Plan is approved and no grading shall begin until construction related improvements are in place.						
HWQ-3(a) Biofilter, Bioswale, or Bioretention. Biofilters, bioswales or bioretention areas shall be designed and constructed for the parks and new surface parking lots to allow for treatment of stormwater runoff from the site. These facilities shall be designed by a registered civil engineer specializing in water quality or other qualified professional to ensure that retention is adequate to reduce concentrations of targeted pollutants. The biofilter, bioswale or bioretention area shall be depicted on grading and drainage plans and shall include a maintenance plan.	Implementation of biofilters, bioswales, or bioretention into project to be depicted on grading and drainage plans and include a maintenance plan.	Prior to issuance of grading permit; prior to approval of drainage and maintenance plans	Once prior to issuance of grading permit; once prior to approval of drainage and maintenance plans	OPD, BES		
HWQ-3(b) Park Maintenance Plan. The developer shall submit a park maintenance plan to the City that limits the use of herbicides and inorganic fertilizers applied onsite to those quantities necessary to treat specific problems. The park maintenance plan shall include, but not be limited to: provisions for mechanical weed control to be used wherever and whenever possible as the first choice; determination of the probable cause of a disease problem and correction as necessary (i.e., soil nutrient problems, irrigation, water	Verification of submittal of a park maintenance plan.	Prior to issuance of building permits.	Once prior to issuance of a building permits.	OPD, BES		

Comment [KM1]: Parks don't require a building permit - figure out another trigger

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<p>quality, plant type, etc.) prior to chemical use; provisions that herbicides are to be used only when necessary to cure a problem and not as a preventative measure or as a regular, periodic application; and, guidelines for use of chemical forms that have a low potential for leaching from the site.</p> <p>HWQ-3(c) Stormwater Management Plan. On behalf of the developer, a California Registered Civil Engineer shall prepare a Stormwater Management Plan that satisfies the requirements of the SQUIMP. The plan should include, but is not limited to, the following measures that are designed to address areas of concern identified in the SQUIMP and the hydrological study (Huit-Zollars, 2007) and the review of that report and subsequent technical appendix (DWE, 2007) prepared for the proposed project:</p> <ul style="list-style-type: none"> • Control of peak stormwater runoff discharge rates • Conservation of natural areas • Minimization of stormwater pollutants of concern • Proprietary treatment devices placed in the main storm drain infrastructure • Grass swale filters • Extended impoundment facilities that allow sedimentation of pollutants to occur • Provision of storm drain system stenciling and signage • Proper design of outdoor material storage areas • Proper design of trash storage areas • Proof of ongoing BMP maintenance • Proper design and treatment of runoff from parking lots <p>The stormwater management plan shall be submitted to the City Development Services Department for review prior to issuance of grading permits, in order to</p>	<p>Verification of a Stormwater Management Plan that satisfies the SQUIMP.</p>	<p>Prior to issuance of grading permits</p>	<p>Once prior to issuance of a grading permit</p>	<p>OPD</p>		

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ensure that the drainage system improvements satisfy the requirements of the SQUIMP.						
NOISE						
N-1(a) Heavy Truck Restrictions. Contractor shall prohibit off-site heavy truck activities in local residential areas.	Implementation of heavy truck restrictions.	During construction	Periodically during construction	BES		
N-1(b) Staging Area. Contractor shall provide staging areas on site to minimize off-site transportation of heavy construction equipment. These areas shall be located to maximize the distance between activity and residential areas. At a minimum, the staging areas shall be located at a distance of 200 feet from the nearest residential property line. This would reduce noise levels associated with most types of idling construction equipment.	Contractor to provide construction staging areas.	During construction	Periodically during construction	BES		
N-1(c) Diesel Equipment Mufflers. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory recommended mufflers.	Implementation of diesel equipment mufflers	During construction	Periodically during construction	BES		
N-1(d) Electrically-Powered Tools and Facilities. Electrical power shall be used to run air compressors and similar power tools and to power any temporary structures, such as construction trailers or caretaker facilities.	Implementation of electrically-powered tools and facilities	During construction	Periodically during construction	BES		
N-1(e) Additional Noise Attenuation Techniques. For all noise generating construction activity on the project site, additional noise attenuation techniques shall be employed to reduce noise levels. Such techniques shall include, but are not limited to, the use of sound blankets on noise generating equipment and the construction of temporary sound barriers between construction sites and nearby sensitive receptors.	Implementation of additional noise attenuation techniques	During construction	Periodically during construction	BES		
N-1(f) Alternative Pile Types. If pile driving activities are required for construction, alternative pile types that are quieter to install, such as Nicholson Pin Piles, Tubex grout units, or Geojet foundation units,	Use of alternative pile types if necessary.	Prior to approval of building plans; during construction	Once prior to approval of building plans; periodically during	BES		

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<p>shall be utilized where feasible in place of traditional driven piles to reduce noise and vibration generation. The City of Oxnard Building & Engineering Services Manager shall determine the feasibility of these alternatives pile types for the required applications.</p> <p>N-1(g) Additional Pile Driving Measures. If pile driving activities are required for construction, a field test program shall be conducted on the site prior to approval of building plans. The test shall include driving piles at several locations on the project site in the general locations where piles would be required for project construction. The test shall also include testing of various noise control measures including, but not limited to, sound blanket enclosures around pile hammers. Quantitative noise and vibration measurements, together with a subjective assessment of the resulting conditions, shall be recorded. The results of the test program shall be presented to the City of Oxnard Community Development Special Projects Director. Based on the results of the tests, the Special Projects Director shall have the right to require additional noise control measures at the site during pile driving, such as temporary sound berms and dampening enclosures.</p>	<p>BES to determine feasibility of these alternatives.</p> <p>Completion and verification of a test program if pile driving activities are required.</p>	<p>Prior to approval of building plans</p>	<p>construction</p> <p>Once prior to approval of building plans</p>	<p>BES</p>		
<p>N-4(a) Building Material Guidelines. The living areas above the first floor for all residences located within 152 feet of the Union Pacific Railroad track, and the third floor living areas of all residences located along the northern site boundary, shall be constructed to include sufficient noise attenuation to reduce interior levels to a CNEL of 45 dBA. This would require at a minimum the use of double-paned windows on all windows that are exposed to railroad noise. Such windows should have a minimum laboratory standard transmission class (STC) of 37. The glass shall be sealed into the frame in an airtight manner with a non-hardening sealant or a soft elastomer gasket, or gasket</p>	<p>Building material guidelines shall be required for all identified residential units.</p>	<p>Prior to issuance of building permits and prior to occupancy of identified residential units</p>	<p>Once at plan check and once prior to occupancy of identified residential units</p>	<p>BES</p>		

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tape. The window frames shall be correctly installed into the wall and insulated to avoid any air gaps. The total area of glazing facing the railroad tracks in rooms used for sleeping on the upper floors shall not exceed 20 percent of the wall area. Solid-core doors shall be used for those doorways facing the railroad tracks and walls should be insulated in conformance with California Title 24 requirements. The exterior wall facing material shall be stucco, or other surface with an STC rating of at least 45.						
N-4(b) Building Design. The living areas shall contain forced air ventilation. All duct work for ventilation shall include noise louvers at the exterior outlet and/or duct outlets shall be directed either opposite to or perpendicular to the railroad tracks and US 101. Upper level patio/deck areas shall not be positioned facing the railroad tracks for residences along the southern site boundary or the US 101 along the northern site boundary.	Implementation of building design features.	Post construction, prior to occupancy of residential units	Once prior to occupancy of identified residential units	BES		
POPULATION and HOUSING						
PH-2 Implementation of the Wagon Wheel Mobilehome Park Closure Impact Report. Prior to the issuance of building permits, the "Mitigation Options" contained in the Wagon Wheel Mobilehome Park Closure Impact Report, prepared by Star Management in September 2006, shall be implemented. The owner of the mobilehome park shall provide documentation to the City of Oxnard Planning Department that demonstrates that the "Mitigation Options" were made available to the mobilehome owners. The following is a summary of the Mitigation Options set forth by the Mobilehome Park Closure Impact Report that would be available to mobilehome owners: <ul style="list-style-type: none"> • <u>Option 1:</u> State Required Mitigation to Relocate Mobilehomes. This option involves the payment 	Verification of implementation of the "Mitigation Options" in the Wagon Wheel Mobilehome Park Closure Impact Report.	Prior to issuance of building permits	Once prior to issuance of building permits	OPD		

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Oxnard Village Specific Plan Project EIR
 10.0 Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
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<p>of reasonable relocation costs to move the homeowner and their mobilehome to another mobilehome park within a 150 mile radius.</p> <ul style="list-style-type: none"> Option 2: Payment of reasonable costs of relocation per Option 1, and the resident sells the home to a third party who will permanently remove the home from the park. The park will make payment to the homeowner when the home is removed from the park. Option 3: Sell the home to the park, receive free rent for six months and move out at the end of the free rent period. Option 4: The park will purchase the home for the National Automobile Dealers Association (NADA) book value. Option 5: Recreational vehicle owners will be entitled to three days of per diem benefits and \$500 transportation fees. Residents with non-transportable storage sheds will also receive the \$400 replacement shed allowance. 						
PUBLIC SERVICES						
<p>PS-1 (a) New Ladder Truck and Fire Station Upgrades. The applicant shall provide sufficient funding for an additional ladder truck fire response vehicle, which would be housed in the nearest fire station. In addition, the applicant shall cover the costs associated with upgrades and improvements to the existing fire station to accommodate additional personnel that would be needed to adequately respond to fire emergencies at the Oxnard Village Specific Plan area. The developer shall pay a fee agreed upon and incorporated into the Development Agreement to secure a ladder truck and station upgrades and</p>	<p>Verification of funding for an additional ladder truck and fire station upgrades</p>	<p>Prior to 25% project occupancy or issuance of the 375th occupancy permit, or whichever comes first.</p>	<p>Once, prior to 25% project occupancy or issuance of the 375th occupancy permit, or whichever comes first.</p>	<p>OPD and OFD</p>		

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<p>improvements prior to 25% project occupancy, issuance of the 375th occupancy permit (commercial or residential), or whichever comes first.</p> <p>PS-1 (b) Elevator Shaft Smoke Detection. As a condition of construction, means shall be provided, by the project proponent working in conjunction with the Oxnard Fire Department, to detect products of fire, smoke, and combustion in all elevator shafts and components of the elevators or as required by the California Building Code and California Fire Code.</p> <p>PS-1 (c) Community Facilities District (CFD) Fee or Other Funding Mechanism as Agreed Upon by the City. The Development Agreement for the project shall include formation of a Community Facilities District or alternate method to fund long-term personnel costs required to serve the project. The CFD or alternative funding program shall be in place upon 25% of total project occupancy, issuance of the 375th occupancy permit (commercial or residential) or whichever comes first.</p> <p>PS-2 Oxnard Police Department Consultation. Prior to approval of individual Development Design Review permits, the applicant shall work closely with the Oxnard Police Department prior to the final design of the project to ensure the development of adequate security measures for the construction and occupancy stages of development. Such measures may include but not be limited to the following:</p> <ul style="list-style-type: none"> Compliance with Oxnard Police Department recommendations relative to building design, site design, visibility, access, graffiti control, landscaping, security lighting, doors, locks and other relevant factors in the preparation of the final plans. The Oxnard Police Department shall be included 	<p>Verification of implementation of an elevator shaft smoke detection system</p> <p>Verification of formation of a Community Facilities District or alternative funding program.</p> <p>Oxnard Police Department consultation and approval of final design of the project</p>	<p>Post construction prior to occupancy buildings with elevators</p> <p>Prior to 25% project occupancy or issuance of the 375th occupancy permit, or whichever comes first.</p> <p>Prior to approval of individual Development Design Review permits</p>	<p>Once post construction prior to occupancy buildings with elevators</p> <p>Once, prior to 25% project occupancy or issuance of the 375th occupancy permit, or whichever comes first.</p> <p>Once, prior to approval of individual Development Design Review permits</p>	<p>BES</p> <p>OPD, and OFD</p> <p>OPD, and Oxnard Police Department</p>		

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					Initial	Date
<p>in the plan check process to enable the Department to recommend specific improvements that will enhance crime prevention for the project and allow for the police to better plan for calls that may be generated by the development.</p> <ul style="list-style-type: none"> Implement fencing and security measures during the construction phase. The City of Oxnard Police Department shall approve security measures. <p>PS-3 Emergency Plan. The developer of the high-rise components of the Specific Plan shall be responsible for creating, implementing, maintaining and updating an emergency plan for the building(s) or as required by the California Building Code and California Fire Code. The emergency plan shall be submitted to the Building and Engineering Services Department, Fire Department and Police Department for review and approval prior to issuance of building permits for the high-rise buildings.</p> <p>The emergency plan shall contain a description of the actions all occupants should take in an emergency evacuation. A floor plan providing emergency safety procedures and evacuation routes shall be posted at every stairway landing, at every elevator landing, stairways and immediately inside all public entrances to the building. The information shall be representative of the floor level and be posted so that the bottom edge of such information is not located more than four feet above the floor.</p> <p>The emergency plan shall include a regularly updated list of the names and locations of each regular occupant who has voluntarily self-identified that they need assistance in case of emergency and the type of</p>	<p>Verification of completion, implementation, and updating an emergency plan.</p>	<p>Prior to issuance of building permits for the high-rise building.</p>	<p>Once prior to the issuance of building permits for the high-rise building; Once post construction; annually thereafter</p>	<p>OPD, and OFD</p>		

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<p>assistance they require to swiftly exit the proposed building in the event of an emergency.</p> <p>The plan shall be kept on the building premises at all times and shall be available upon request to Development Services, Building and Engineering Services, the Fire Department and the Police Department. Key practical information from the plan shall be published in the form of a leaflet, brochure, or pamphlet and made available to each new resident. This information shall be available in alternative formats upon request (e.g., Braille, large print and audio).</p>						
RECREATION						
<p>REC-1 Parkland Dedication or Mitigation Fee. The Oxnard City Code (Chapter 2, Article 12) requires that, as a condition of approval of any residential subdivision map, a developer shall either contribute land for the development of park sites or pay fees, according to a fee structure determined by the City, for the acquisition and development of park sites. Parkland acquired in this manner is based on a factor of 2.5 acres for every 1,000 residents. These "Quimby Fees" are provided for under the California Government Code Section 66477. If impact mitigation is parkland dedication, the Parks and Recreation Division shall determine the project's parkland dedication requirement. If the impact mitigation is payment of Quimby fees, the Planning Division shall determine the project's fee requirements based on the net shortage of parks and recreational space provided within the development. The land, fees, or combination thereof are to be used only for the purpose of developing new, or rehabilitating existing neighborhood or community park or recreation facilities to serve the project.</p>	<p>Verification of contribution of either parkland or mitigation fees.</p>	<p>Prior to issuance of building permits</p>	<p>Once prior to issuance of building permits</p>	<p>OPD</p>		

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
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Comments						
TRAFFIC and CIRCULATION						
T-1(a) Oxnard Boulevard/Vineyard Avenue. Based on discussions with the City, the mitigation for this intersection is based on a General Plan improvement that modifies the median on Oxnard Boulevard and reconfigures the northbound and southbound approaches. One northbound and one southbound through lane shall be added. The mitigated northbound configuration would be two left-turn lanes, three through lanes, and two right-turn lanes. The mitigated southbound configuration would be two left-turn lanes, three through lanes, and a shared through/right lane. Analysis undertaken by the City indicates that this mitigation measure can be implemented without the need to acquire additional right-of-way.	Implementation of mitigation identified in the General Plan	Prior to issuance of the first building permit	Once upon completion of intersection improvement	OPD		
T-1(b) Oxnard Boulevard/US 101 Northbound Off-Ramp. A second left-turn lane from the US 101 Northbound Ramp onto Oxnard Boulevard shall be added to the intersection design. Ramp modification and redesign is necessary with the second left turn lane but it is unlikely that additional right-of-way for would be required. The ramp should be redesigned to California Department of Transportation (Caltrans) specifications.	Implementation of the Oxnard Blvd/US 101 Northbound off-ramp improvements.	Prior to issuance of the 125 th certificate of occupancy	Once upon completion of intersection improvement	OPD		
T-1(c) Oxnard Boulevard/Main Street (Spur Drive). The City's General Plan calls for three through lanes in each direction on Oxnard Boulevard. Therefore, a third southbound through lane on Oxnard Boulevard shall be added. In addition, the southbound left-turn volume into the Esplanade Shopping Center is projected to be greater than 300 vehicles in the PM peak hour. Therefore, an additional southbound left-turn lane shall be added to accommodate the left-turn volume without impacting the southbound through movement. In addition, a southbound right-turn lane shall be added to handle traffic travelling to the project.	Implementation of mitigation identified in the 2020 General Plan	Engineering plans to be prepared for City review and approval prior to issuance of the 25 th certificate of occupancy. Improvements to be in place to the satisfaction of the City	Once upon completion of intersection improvement	OPD		

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<p>The final mitigated southbound lane configuration will be two left-turn lanes, three through lanes, and a right-turn lane. Preliminary analysis suggests that the right-of-way required for the mitigation measures would be available from the project site. However, a full set of engineering drawings will be necessary to determine the right-of-way required.</p> <p>T-3 Parking Management. Consistent with Section 16-651 of the Oxnard Municipal Code, the applicant shall submit a parking study prepared by a professional traffic engineer registered by the State, demonstrating that the parking demands for the uses for which shared parking is requested will not conflict. The parking study shall be prepared in accordance with the parking study guidelines, on file with the development services department, prior to approval of building permits. If the request for administrative relief from parking provisions is approved based on the shared parking strategy or other parking management strategy, the impact would be deemed mitigated. However, if it is not approved, the project shall be redesigned to meet the City's parking requirements in accordance with Article X of Chapter 16 of the Municipal Code.</p>	<p>Verification of a submittal of a parking study by applicant.</p>	<p>Traffic Engineer prior to issuance of the 150th certificate of occupancy</p> <p>Prior to the first Development Design Review permit</p>	<p>Once prior to issuance of the first certificate of occupancy</p>	<p>OPD</p>		
UTILITIES and SERVICE SYSTEMS						
<p>UTL-1(a) On-site Domestic Water System. The on-site domestic water system shall include:</p> <ul style="list-style-type: none"> A public pipeline systems which feed into separate water meters for each ownership. In addition, there shall be separate water meters for each multi-family unit townhouses, but not apartment units. The high-rise residential towers may be master-metered. A separate water meter (1) for the common landscape areas that would be connected to the future recycled water system. All domestic water pipelines shall adhere to 	<p>Verification of on-plans and completion of on-site domestic water system</p>	<p>During plan check and post construction</p>	<p>Once during plan check; Once post construction</p>	<p>OPD, BES</p>		

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
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<p>DOHS requirements for separation between water and recycled water/wastewater pipelines.</p> <ul style="list-style-type: none"> The developer shall be responsible for payment of capital improvement/connection fees, including all related "installation fees." <p>UTL-1(b) On-site Recycled Water System. An on-site recycled water system shall include the following:</p> <ul style="list-style-type: none"> The developer will be responsible for the pipeline extension from the mainline in Ventura Road to the property (either to construct the line or to reimburse the City if as part of the RWBS project, a service extension is made to the Oxnard Village property). The developer shall be responsible for the design and construction of the recycled water main pipeline system within the Oxnard Village development. The mainline shall be a public system with meters, as appropriate, to recycled water customers. Construction will be per City standard requirements with applicable fees. The design must allow for connection to the domestic water system until the time when recycled water is available. At that time the system will be switched from domestic water to recycled water. The developer shall provide a recycled water system that serves all practical irrigated areas and which is: (1) separated from the domestic water system, (2) constructed per the City's Recycled Water Construction Standards (being developed), (3) irrigated at night and (4) properly signed. Note that the signs shall be installed once the system is fully operational. The portion of the irrigation intended for the future recycled water system shall be separately metered from that portion of the system that will not be connected to the future recycled water. 	<p>Verification of plans and completion of on-site recycled water system</p>	<p>During plan check and post construction</p>	<p>Once during plan check; Once post construction</p>	<p>OPD, BES</p>		

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<p>system, if any.</p> <ul style="list-style-type: none"> Until the recycled water system is operational, the common area irrigation system shall be connected to the domestic system. Once recycled water is available, and connection to the recycled water system is made, the developer shall remove the connection to the domestic water system. No domestic water back-up is needed, since the City will provide such back-up including an appropriate air gap facility as part of the City's system. Prior to the availability of recycled water, the developer shall be responsible for payment of the Recycled Water Connection Fee or the water connection fee, whichever is greater for facilities constructed. At such time as recycled water is available, the developer shall be responsible for all costs involved with the re-connection of the applicable portions of the irrigation system to the public recycled water system, including appropriate signage. Credits for connection fees shall be given by the City based on the size of the meter(s). Under no circumstance will there be a refund of water connection fees already paid. The developer shall be responsible for appropriate CCR's covering the use of recycled water within the property and for proper disclosures. Prior to submittal of subdivision improvement plans, the developer shall review with the City the potential for dual plumbing for the high-rise towers, whereby toilet facilities would be served by the recycled water system. No determination has yet been made regarding whether the City will desire to proceed with this plan. However, should the City decide that it is desired, all costs 						

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associated with the dual plumbing shall be borne by the developer.						
UTL-1(c) Exterior Water Conservation. The developer shall incorporate exterior water conservation features, as recommended by the State Department of Water Resources, into the project. These shall include, but are not limited to: <ul style="list-style-type: none"> • Landscaping of common areas with low water-using plants • Minimizing the use of turf by limiting it to lawn dependent uses • Wherever turf is used, installing warm season grasses 	Verification of implementation of exterior water conservation features	During plan check and post construction	Once during plan check; Once post construction	OPD, BES		
UTL-1(d) Grey Water. The developer shall, to the extent feasible, use reclaimed water for irrigation of landscaping and other uses if or when such water is available at the project site.	Use grey water to the extent feasible	During plan check	Once during plan check	OPD		
UTL-1(e) Drought-Tolerant Landscaping. The developer shall predominantly use vegetation that requires minimal irrigation (i.e., drought tolerant plant species) in all site landscaping where feasible for new plantings.	Verify use of drought tolerant landscaping	During plan check and post development	Once during plan check; once post construction	OPD		
UTL-2(a) Domestic Water Connection. The domestic water connection shall connect to the City's system in at least two (2) locations as approved by the City, generally located along the eastern side of the property (Oxnard Blvd.) and along the western side of the property (Ventura Road). There shall be an on-site looped main transmission system through the development.	Verify connection to City's domestic water system	Post development	Once during post construction	BES		
UTL-2(b) Waterline Relocation. Existing waterlines within the development shall be re-located such that they meet City requirements with respect to standard depth of pipelines and also are located within street areas (preferable) or approved easements.	Verification of waterline relocation	Post development	Once during post construction	BES		
UTL-2(c) Fire flow/Pipeline Improvements.	Verification of	During plan	Once during plan	BES and OFD		

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<p>Improvements to on-site fire flow/pipeline shall include:</p> <ul style="list-style-type: none"> An internal water system designed to provide for the higher of: maximum day plus fire or peak hour demand. Unless some other comparable system is identified and approved by the Development Services Department, fire flow requirements shall be met through the public pipeline system without allowance for a pumping system aside from internal building fire pumps needed to satisfy the needs for multi-story buildings. To meet the anticipated fire flow requirement of 4,500 gpm (high rise building), the developer working in cooperation with the City shall construct a looped pipeline system from Gonzales Road along Ventura Road or an approved parallel street to and through the proposed development and then back to Gonzales Road along Oxnard Boulevard or an approved parallel street. The developer shall be responsible for the design and construction of all on-site waterlines. The developer shall be responsible for the cost of the pipeline along Ventura Road to the development, less any contributions by others, if any, as determined by the City. In addition, the developer shall be responsible for any other fees described in the Connection Fee Study. Subdivision improvement plans will not be approved until an agreement between the developer and City addresses the fire flow/pipeline improvements with a definitive schedule. Should the timing for City-installed improvements not meet the developer requirements, then the developer shall have the option of designing and constructing those 	<p>implementation of fire flow/pipeline improvements</p>	<p>check and post development</p>	<p>check, once post construction</p>			

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<p>improvements subject to an agreement for reimbursement for that portion which is the City responsibility.</p> <ul style="list-style-type: none"> The developer shall be responsible for payment of capital improvement/connection fees, including all related "installation fees." The developer shall verify actual fire flow availability through field testing in accordance with City Building and Safety Department requirements. However, field testing shall supplement and not replace verified adequacy through computer simulation. For all buildings over three (3) stories in height, the developer will be responsible for the design, installation and operation of a domestic water pump, as appropriate or needed, for such buildings, and (2) the design and installation of fire pump (s) to meet the fire flow requirements for the building. The latter must meet the requirements of the Underwriters Laboratory (UL) and all other fire, plumbing and electrical codes. The fire pump(s) shall be privately operated and maintained. 						
<p>UTL-3 Public Sewer Connection. Based on estimated wastewater flows generated by the proposed project, the following conditions shall be met:</p> <ul style="list-style-type: none"> All units and buildings having sewer facilities shall be connected to the public sewer system. The developer shall be responsible for the payment of the City Wastewater Connection Fee. The developer may be responsible for the costs involved with the City's providing capacity in downstream Trunk Sewers, i.e. system capacity increase, and with the replacement of Lift Station 23. The project's pro rata contribution to improvements to this system shall be determined 	<p>Verification of implementation of public sewer connection</p>	<p>During plan check and post development</p>	<p>Once during plan check; once post construction</p>	<p>BES</p>		

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
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<p>by the City's Wastewater Engineer.</p> <ul style="list-style-type: none"> The downstream sewer and lift station improvements shall be implemented prior to project occupancy. Should the City not be able to construct said improvements prior to project occupancy, the City may have the developer install such improvements subject to a reimbursement agreement for those costs that are considered City responsibility. Existing City sewers that are within the development shall either: (1) be protected in place within satisfactory easements (i.e. within public streets) with depth of cover meeting City requirements, or (2) shall be relocated to acceptable easement conditions with the existing lines abandoned in accordance with City standards. No on-site lift stations shall be constructed as part of the proposed Specific Plan. 						

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CEQA FINDINGS

and

STATEMENT OF OVERRIDING CONSIDERATIONS

OF THE PLANNING COMMISSION (AND OR THE

CITY COUNCIL IF APPLICABLE) ("CITY"),

FOR THE CITY OF OXNARD

for the

OXNARD VILLAGE SPECIFIC PLAN PROJECT

S.P.A. NO. 08-630-02

**CITY OF OXNARD FINDINGS REQUIRED UNDER
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
(Public Resources Code Section 21000 *et seq.*)**

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**CITY OF OXNARD FINDINGS REQUIRED UNDER
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
(Public Resources Code Section 21000 et seq.)**

I. Introduction.

The proposed Oxnard Village Specific Plan project would allow for the phased development of up to 1,500 residential units, up to 50,400 square feet of commercial development, and up to 6.3 acres of community parks and open space. The Project site is comprised of approximately 64 acres, located near the northern edge of the City of Oxnard, and is bounded by U.S. Highway 101, Oxnard Boulevard, North Ventura Road, and the Union Pacific Railroad. The Applicant is requesting: (1) certification of Final EIR No. 2006-03, which includes the Draft EIR (SCH No. 2006101099) (the “Final EIR”); (2) adoption of the proposed Oxnard Village Specific Plan, No. 08-630-02 (the “Specific Plan”); (3) approval of General Plan Amendment, No. 06-620-03; (4) approval of an amendment to the City Zoning Ordinance (No. 06-570-05); (5) approval of the proposed Development Agreement; (6) approval of a Mobile Home Park Closure Permit; (7) approval of a planned Development Permit; and (8) approval of a tentative tract map (collectively referenced herein as the “Project”).

City Staff has worked with the City’s EIR consultant and other outside expert consultants to ensure that the Draft EIR and Final EIR disclose and analyze all of the Project’s potentially significant adverse environmental effects, as well as mitigation measures and Project alternatives that may reduce or avoid these effects to the maximum extent feasible.

The Findings and Statement of Overriding Considerations set forth below (the “Findings”) are made by the City as its findings for the Project under the California Environmental Quality Act (“CEQA”) (*Public Resources Code* section 21000, et seq.) and CEQA Guidelines (California Code of Regulations, Title 14, section 15000, et seq.). These Findings provide the written analysis and conclusions of the City regarding the Project’s environmental impacts, mitigation measures, alternatives to the Project, and the overriding considerations which, in the City’s view, justify approval of the Project, despite the Project’s significant environmental effects.

II. General Findings and Overview.

A. The Oxnard Village Specific Plan.

The proposed Oxnard Village Specific Plan encompasses 64-acres near the northern edge of the City of Oxnard, located immediately south of U.S. Highway 101, between Oxnard Boulevard and North Ventura Road. The Project site is presently developed with a mobile home park and various industrial and commercial uses.

The Project site contemplates the development of up to 1,500 residential units, consisting of a combination of high density residential, very high density residential, high-rise residential, and live/work townhomes. Fifteen percent of these units (225 units) will be designated on-site affordable housing, and will meet the City's income criteria for very low, low and moderate

income families. The residential component of the Project will include three high rise residential towers, courtyard buildings of up to four stories, and "brownstone" style townhouses. In addition, the Project will include up to 50,400 square feet of commercial development, 6.3 acres of parks and open space, and 0.6 acres for a transit center. Furthermore, 100% of the existing mobile home park units (approximately 115 units), will be replaced with new larger apartment units on the Project site, at affordability levels matching the occupants' current income levels, as set forth in the Relocation Plan prepared pursuant to *Health & Safety Code* section 33413(a).

B. Description of the Environmental Impact Report.

In April 2006, the Planning Division of the City of Oxnard determined that an Environmental Impact Report ("EIR") would be required for the Oxnard Village Specific Plan Project, and accordingly, the City distributed a Notice of Preparation ("NOP") to public agencies and interested persons for a 30-day comment period. A Draft EIR was prepared and distributed for public review from May 30, 2008 to July 18, 2008. The Draft EIR addresses the following areas of potentially significant impacts: aesthetics, air quality, historic resources, geology, hazards and hazardous materials, land use and planning, noise, population and housing, public services, transportation and circulation, and utilities and service systems.

The City prepared written responses to the comments received on the Draft EIR, and included those responses in a Final EIR. The Final EIR for the Project consists of the Draft EIR, revisions to the Draft EIR, a list of persons, organizations and public agencies commenting on the Draft EIR, comments received on the Draft EIR, and responses to those comments. A copy of the Final EIR was made available for public review and provided to all public agencies commenting on the Draft EIR at least 10 days prior to Final EIR certification.

C. Record of Proceedings and Custodian of Record.

For purposes of CEQA and for the Findings set forth herein, the record of proceedings for the City's Findings and determinations consists of the following documents and testimony, at a minimum:

- The City's General Plan, as amended, and all environmental documents relating thereto;
- The Oxnard Village Specific Plan;
- The 1997 EIR for the Oxnard Redevelopment Project, and all supporting materials referenced therein;
- The 1999 Draft EIR for the Wagon Wheel Specific Plan, and all supporting materials referenced therein;
- The 2000 Final EIR for the Wagon Wheel Specific Plan, and all supporting materials referenced therein;

- The Draft EIR for the Project, including all Appendices thereto and all supporting materials referenced therein;
- The Final EIR for the Project, including all comments on the Draft EIR, all responses thereto, and all supporting materials referenced therein;
- All testimony and written comments received at any public hearing relating to the Project, including the July 17, 2008 Planning Commission hearing to take public testimony on the Draft EIR; the August 21, 2008 Planning Commission hearing on the Specific Plan; the September 18, 2008 Planning Commission hearing; and the October 7, 2008 and October 14, 2008 City Council hearings;
- All reports of the City relating to the Project, including reports, opinions and analysis submitted to the City by expert consultants, and all supporting materials referenced therein;
- All information submitted to the City by the Applicant and its representatives relating to the Project and/or the Final EIR;
- These Findings made by the City and the Mitigation Monitoring and Reporting Program (“MMRP”) adopted by the City for the Project;
- All final City Staff reports relating to the Draft EIR, the Final EIR and/or the Project;
- All other public reports, documents, studies, memoranda, maps, or other planning documents relating to the Project, the Draft EIR or the Final EIR, prepared by the City, consultants to the City, or responsible or trustee agencies; and
- All matters of common knowledge to the City, including but not limited to the City’s policies, guidelines and regulations.

The documents described above, comprising the record of proceedings, are available for review at the City of Oxnard, Planning Division, located at 214 South "C" Street, Oxnard, CA 93030.

D. Consideration of the Environmental Impact Report.

In adopting these Findings, the Planning Commission finds that the Final EIR was presented to the Planning Commission and that the Final EIR was completed for this project in compliance with the California Environmental Quality Act and reflects the independent judgment of the City. By these Findings, the Planning Commission ratifies, adopts and incorporates the analysis, explanation, findings, responses to comments and conclusions of the Final EIR along with the Mitigation Monitoring and Reporting Program, and the mitigation measures specified

E. Severability.

If any term, provision or portion of these Findings or the application of these Findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

III. Findings Regarding Significant and Unavoidable Impacts.

A. Aesthetics.

1. Visual Character of the Project Site.

(a) Potential Impact. The Project's potential impacts to the visual character of the Project site (**Impact AES-1**) are discussed in Final EIR on pages 4.1-7 through 4.1-17. Implementation of the Project would substantially alter the visual character of the Project site. The Project will introduce three high-rise structures, surrounded by relatively dense low- and mid-rise development, onto a site which is currently primarily developed with one- and two-story structures and surface parking lots. As explained below, this remains a significant Project-specific and cumulative impact.

(b) Mitigation Measures. No mitigation measures or acceptable Project alternatives are proposed or recommended that could feasibly reduce the Project's significant aesthetic impacts to the visual character of the Project site.

(c) Findings.

1. Effects of Mitigation. No mitigation measures are proposed or recommended that could feasibly reduce the Project's significant aesthetic impacts to the visual character of the Project site.

2. Remaining Impacts. The Project's impacts to the visual character of the Project site will remain significant and unavoidable.

The significant and unavoidable impacts to the visual character of the Project site would be eliminated under Alternatives 6.1 and 6.5 (the *No Project* and *Alternative Site* Alternatives, respectively), and somewhat reduced or changed under Alternatives 6.2, 6.3 and 6.4 (the *Reduced/No Towers Project with School Site*; *Build-out under Existing General Plan/Zoning Designations*; and *Increased Commercial/Decreased Residential and Reconfigured Specific Plan* Alternatives, respectively), as discussed in the Draft EIR and Final EIR. However, none of the later three alternatives would reduce this impact to a less-than-significant level. Further, the Draft EIR identifies no other mitigation measures or alternatives that would reduce this impact to a less than significant level.

The City finds that specific economic, legal, social, technological or other considerations make the above-described alternatives infeasible, as described more fully in the Draft EIR and Section VII of these Findings. Furthermore, none of these alternatives would allow the City to achieve the goals and objectives of the Project, as provided in Sections 2.4.2 and 2.5 of the Draft EIR.

3. Overriding Considerations. Any remaining significant Project-specific and cumulative adverse impacts to the visual character of the Project site are determined to be acceptable because they are substantially outweighed by the overriding social, economic, environmental and other benefits of the Project, as more fully set forth in the Statement of Overriding Considerations in Section VII below, which is incorporated herein by this reference.

2. Views and Scenic Resources.

(a) Potential Impact. The Project's potential impacts to views and scenic resources (**Impact AES-2**) are discussed in the Final EIR on pages 4.1-18 and 4.1-19. Implementation of the Project would partially block views of the Transverse Ranges to the north, and of the Santa Monica Mountains to the east, from certain public roads, including two of those identified as view corridors in the City's General Plan.

(b) Mitigation Measures. No mitigation measures or acceptable Project alternatives are proposed or recommended that could feasibly reduce the Project's significant aesthetic impacts to views and scenic resources.

(c) Findings.

1. Effects of Mitigation. No mitigation measures are proposed or recommended that could feasibly reduce the Project's significant aesthetic impacts to the views and scenic resources.

2. Remaining Impacts. The significant and unavoidable impacts to views and scenic resources would be eliminated under Alternatives 6.1 and 6.5 (the *No Project* and the *Alternative Site* Alternatives, respectively); reduced under Alternatives 6.2 and 6.3 (the *Reduced/No Towers Project with School Site* and the *Build-out under Existing General Plan/Zoning Designations* Alternatives, respectively); but greater/more severe under Alternative 6.4 (the *Increased Commercial/Decreased Residential and Reconfigured Specific Plan* Alternative), as discussed in the Draft EIR and Final EIR. While Alternatives 6.2 and 6.3 would reduce these impacts to less-than-significant levels, the City finds that specific economic, legal, social, technological or other considerations make those alternatives infeasible, as described more fully in the Draft EIR and

Section VII of these Findings. Additionally, none of the alternatives will allow the City to achieve the goals and objectives of the Project, as provided in Sections 2.4.2 and 2.5 of the Final EIR. Finally, the Final EIR identifies no other mitigation measures or alternatives that would reduce these impacts to a less than significant level.

3. Overriding Considerations. Any remaining significant Project-specific and cumulative adverse impacts to views and scenic resources are determined to be acceptable because they are substantially outweighed by the overriding social, economic, environmental and other benefits of the Project, as more fully set forth in the Statement of Overriding Considerations in Section VII below, which is incorporated herein by this reference.

3. Cumulative Aesthetic Impacts.

(a) Potential Impact. The Project's potential cumulative aesthetic impacts are discussed in the Final EIR on pages 4.1-24 through 4.1-25. The proposed Project, combined with other planned and pending projects near the Project site, will contribute toward creating a denser and "taller" urban environment in northern Oxnard. Three other notable projects, in the vicinity of the proposed Project, include (i) RiverPark (under construction) (relatively dense, low- to mid-rise development, north of the Project site); (ii) Channel Islands Center (proposed) (three high-rise towers approximately 0.5 miles south/southeast); and (iii) the approved/not built Financial Tower III (0.5 miles southeast of the site). These projects, particularly the four additional approved and proposed towers, would change the profile of Northern Oxnard by creating a larger grouping of high-rise buildings and a "skyline" effect. In total, this area would include an assemblage of nine high-rise towers (two existing towers, one approved and un-built tower as part of the Oxnard Financial Plaza, three towers proposed as part of Channel Islands Development, and three towers proposed as part of this Project), as well as the six-story Nordman/Smith Barney office building to the north. The resulting change in aesthetic character in the northern area of Oxnard is considered cumulatively significant.

(b) Mitigation Measures. No mitigation measures or acceptable Project alternatives are proposed or recommended that could feasibly reduce the Project's significant aesthetic impacts to views and scenic resources.

(c) **Findings.**

1. **Effects of Mitigation.** No mitigation measures are proposed or recommended that could feasibly reduce the Project's contribution to cumulative aesthetic impacts.

2. **Remaining Impacts.** The significant and unavoidable cumulative impacts to aesthetics would be eliminated under Alternatives 6.1 and 6.5 (the *No Project* and the *Alternative Site* Alternatives, respectively); reduced under Alternatives 6.2 and 6.3 (the *Reduced/No Towers Project with School Site* and the *Buildout under Existing General Plan/Zoning Designations* Alternatives, respectively); but would be greater/more severe under Alternative 6.4 (the *Increased Commercial/Decreased Residential and Reconfigured Specific Plan* Alternative), as discussed in the Draft EIR and Final EIR. While Alternatives 6.2 and 6.3 would reduce this cumulative impact, they would not reduce it to a less-than-significant level, particularly given the 8 other towers that have already been approved or proposed. Moreover, none of the other alternatives will allow the City to achieve the goals and objectives of the Project, as provided in Sections 2.4.2 and 2.5 of the Final EIR. Finally, the Final EIR identifies no other mitigation measures or alternatives that would reduce this cumulative impact to a level of less than significant.

3. **Overriding Considerations.** Any remaining significant, cumulative aesthetic impacts are determined to be acceptable because they are substantially outweighed by the overriding social, economic, environmental and other benefits of the Project, as more fully set forth in the Statement of Overriding Considerations in Section VII below, which is incorporated herein by this reference.

B. Cultural/Historic Resources.

1. **Destruction of Buildings Potentially Eligible as City of Oxnard Landmarks (Project-level and Cumulative).**

(a) **Potential Impact.** The Project's potential project-specific (**Impact CR-2**) and cumulative impacts to cultural resources are discussed in the Final EIR on pages 4.4-12 through 4.4-22. Development of the proposed Project involves the demolition of all on-site buildings. This would include the buildings at (i) 2751 Wagon Wheel Road (Junction and Wagon Wheel Motels); and (ii) 2755 Wagon Wheel Road (Wagon Wheel Restaurant), which are potentially eligible for listing as City of Oxnard Landmarks. The Project's development would also involve the demolition of (a) 2765 Wagon Wheel Road (El Ranchito Restaurant); and (b) 2801 Wagon Wheel Road (Wagon Wheel Bowling Alley), which are potentially eligible, in conjunction with the other two above-described properties, as a City of Oxnard Landmark Area.

(b) Mitigation Measures. The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, as described in the Final EIR, which are hereby adopted and will be implemented by the Mitigation Monitoring/Reporting Program.

1. **CR-2(a) Documentation.** Prior to demolition, a Documentation Report shall be prepared by a qualified historic preservation professional, consisting of archival quality photographs (using large-format photography) and measured drawings of the significant buildings and structures to be demolished and a historic resources report shall be prepared for the property. Documentation shall include, but not be limited to, the exterior elevations of the motel complex, the bowling alley, and the restaurants. The level of documentation should be sufficient to preserve a visual record of the buildings and the surviving elements of the original landscaping. Documentation of the Wagon Wheel and El Ranchito Restaurants shall include their signage using large-format photography. The dining rooms and bars shall be photo-documented using large-format photography. Copies of the Documentation Report shall be submitted to the Ventura County Museum upon completion.

2. **CR-2(b) Design.** In consultation with a qualified historic preservation professional, and based on a comprehensive inventory of historic architectural features, the design of the project shall preserve and incorporate significant features of the historic properties, which should include but are not necessarily limited to freestanding and attached signs and other notable character-defining architectural elements of the historic properties. At the very minimum the design shall preserve the motel's neon "horse and buckboard" sign and may incorporate it into the new development. This would require its relocation on the Project site, currently planned for the new Transit Center. As the existing architectural elements are not necessarily compatible with the European-themed architecture of the proposed development, their incorporation shall be designed to avoid theme-related and visual/architectural conflict; the proposed plan for these elements shall be reviewed and approved by Planning staff. Suitable signage identifying the history of the sign and the Wagon Wheel area should be incorporated into the design of the relocated neon sign. Additional character-defining architectural elements for which development design incorporation is infeasible shall be offered as a donation for retention in the Ventura County Museum of History and Art. These could include elements, such as the wagon wheel windows, or the wrought branding iron fixtures. Decorative elements from the interior of the restaurant such as lighting, photographs, and furniture, also should be included in the donation offer.

3. **CR-2(c) Interpretation.** In consultation with a qualified historic

preservation professional, a permanent on-site interpretive display describing the property's significant historic themes shall be designed and incorporated into the project.

4. **CR-2(d) Oral History.** A video-based oral history project shall be undertaken for the purpose of documenting the recollections of individuals with knowledge of the property's history and the life and work of Martin V. Smith. This project shall be directed by a qualified historic preservation professional and be submitted to an appropriate Ventura County museum upon completion.

5. **CR-2(e) Television Specials.** Two television programs of at least 30 minutes in length shall be produced on the history of the Wagon Wheel Junction and the life and work of Martin V. Smith for broadcast on the Oxnard public access channel. The programs shall be completed in consultation with a qualified historic preservation professional and based at least in part on the historic resources report and oral history program required in mitigations measures **CR-2(a)** and **CR-2(d)**, above.

(c) **Findings.**

1. **Effects of Mitigation.** The Project's cumulative and Project-specific impacts to cultural resources, with regards to the demolition of the above-described buildings, will be substantially lessened, to the maximum extent feasible, through the implementation of the mitigation measures described above, because they will help preserve the cultural and historic resources that would otherwise be impacted by the Project's development.

2. **Remaining Impacts.** Notwithstanding the foregoing, implementation of the mitigation measures described above will not be sufficient to reduce all Project-specific and cumulative impacts to cultural resources to less-than-significant levels. Even with the implementation of all feasible mitigation measures, the Project will continue to cause significant and unavoidable cumulative and Project-specific impacts to cultural resources.

The significant and unavoidable Project-specific and cumulative impacts to cultural resources would be eliminated under Alternatives 6.1 and 6.5 (the *No Project* and the *Alternative Site* Alternatives, respectively); and reduced to a less-than-significant level under Alternatives 6.2, 6.3 and 6.4 (the *Reduced/No Towers Project with School Site*; the *Build-out under Existing General Plan/Zoning Designations*; and the *Increased Commercial/Decreased Residential and Reconfigured Specific Plan* Alternatives, respectively), as discussed in the Draft EIR and Final EIR. While Alternatives 6.2, 6.3 and 6.4 would reduce these project-specific and cumulative impacts, they would not allow the City to

achieve the goals and objectives of the Project, as provided in Sections 2.4.2 and 2.5 of the Final EIR. The Final EIR identifies no other mitigation measures, or additional alternatives, that would reduce these Project-specific and cumulative impacts to less-than-significant levels.

3. **Overriding Considerations.** Any remaining, significant Project-specific or cumulative impacts to cultural resources are determined to be acceptable, because they are substantially outweighed by the overriding social, economic, environmental and other benefits of the Project, as more fully set forth in the Statement of Overriding Considerations in Section VII below, which is incorporated herein by this reference.

C. **Global Climate Change.**

1. **Cumulative Impacts to Global Climate Change.**

(a) **Potential Impact.** The Project's potential cumulative impacts to Global Climate Change ("GCC") are discussed in the Final EIR at pages 5-2 through 5-17. No quantitative significance thresholds for GCC have been adopted or implemented by the State of California, nor by any particular air pollution control district -- including the Ventura County Air Pollution Control District ("VCAPCD"). As such, analysis of this possible cumulative impact is not technically required. Nevertheless, to be conservative, and out an abundance of caution, cumulative GCC impacts are included in this Section III (Significant and Unavoidable Impacts). It is important to note that, generally speaking, an individual project does not generate sufficient GHG emissions to directly influence global climate change. As such, project-specific impacts to GCC are addressed in Section V (Less Than Significant), below.

The Final EIR makes a good faith effort to analyze the Project's potential cumulative impact to GCC. See Final EIR, Section 5.2. That analysis is based on (i) recently established State-wide goals for reducing greenhouse gas (GHG) emissions; (ii) a Project-specific emissions inventory; and (iii) the methodologies recommended by the California Air Pollution Control Officers Association ("CAPCOA").

The issue of GCC typically involves an analysis of whether a project's contribution towards this cumulative impact is cumulatively considerable. A given impact is "cumulatively considerable" if its incremental effect to a particular cumulative impact is significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

Here, with regards to the cumulative impact to GCC, the Project's combined stationary and mobile source emissions -- 11,376 metric tons of carbon dioxide equivalency units ("CDE") per year -- represents approximately 0.0023% of California's total 2004 emissions of 492 million metric tons of CDE. The

majority of those emissions (80%) are associated with vehicular travel.

CAPCOA provides 5 different numeric thresholds for analyzing whether a particular project's contribution towards this cumulative impact is cumulatively considerable. The proposed Project's contribution of about 11,000 metric tons of CDE per year would be considered a considerable contribution under 3 out of those 5 numeric thresholds. Based on this analysis, the Final EIR concludes that the Project is considered to have a considerable contribution to this cumulatively significant impact.

Nevertheless, on account of projected Project-specific, operational emissions, the Project must include certain air quality mitigation measures (discussed below in Sections VI.B and V.B.). Those mitigation measures include funding a program that will work to reduce emissions through reducing vehicular travel. Additionally, the Project ultimately reduces vehicular traffic by design, in that it is a higher-density residential development, thereby reducing vehicle miles traveled.

Additionally, out of the 22 recommended strategies to reduce GHG emissions at a statewide level, provided by the State's Climate Action Team, the Project is consistent with 18 of them. The other 4 are not applicable.

(b) Mitigation Measures. The Project has been modified to mitigate or avoid these potentially significant cumulative impacts by the mitigation measures discussed below in Sections VI.B and V.B, as described in the Final EIR, which are hereby adopted and will be implemented by the Mitigation Monitoring/Reporting Program.

(c) Findings.

1. **Effects of Mitigation.** The Project's potentially cumulative impacts to GCC will be substantially lessened, to the maximum extent feasible, through the implementation of the mitigation measures described below in Sections VI.B and V.B, because they will help reduce air quality impacts associated with the Project's construction and operation.

2. **Remaining Impacts.** Notwithstanding the foregoing, implementation of the mitigation measures described above may not be sufficient to reduce all of the Project's contribution to cumulative GCC impacts to less-than-significant levels. Even with the implementation of all feasible mitigation measures, the Project may continue to cause significant and unavoidable cumulative impacts to GCC.

The significant and unavoidable cumulative impacts to GCC would be eliminated under Alternative 6.1 (the *No Project* Alternative); and may be reduced under Alternatives 6.2, 6.3, 6.4 and 6.5 (the *Reduced/No*

Towers Project with School Site; the Build-out under Existing General Plan/Zoning Designations; the Increased Commercial/Decreased Residential and Reconfigured Specific Plan; and the Alternative Site Alternatives, respectively), as discussed in the Draft EIR and Final EIR. While Alternatives 6.2, 6.3, 6.4 and 6.5 may reduce the Project's cumulative impacts to GCC, they would not allow the City to achieve the goals and objectives of the Project, as provided in Sections 2.4.2 and 2.5 of the Final EIR. (Furthermore, given the expert analysis contained in Exhibits A and B to the Appendix to these Findings, it is more likely that greater vehicle trips associated with Alternatives 6.1 and 6.4 would result in higher Green House Gas emissions as compared to the Project.) The Final EIR identifies no other mitigation measures, or additional alternatives, that would reduce this potentially cumulative impact to less-than-significant levels.

3. **Overriding Considerations.** Any remaining, potentially significant cumulative impacts to GCC are determined to be acceptable, because they are substantially outweighed by the overriding social, economic, environmental and other benefits of the Project, as more fully set forth in the Statement of Overriding Considerations in Section VII below, which is incorporated herein by this reference.

IV. Findings Regarding Significant Impacts and Potentially Significant Impacts which are Avoided or Mitigated to Less-Than-Significant Levels.

A. Aesthetics.

1. Light and Glare.

(a) **Potential Impact.** The Project's potentially significant aesthetic impacts related to light and glare (**Impact AES-3**) are discussed in the Final EIR on pages 4.1-19 through 4.1-21.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **AES-3(a) Lighting Plans and Specifications.** Prior to the issuance of any building permits, the applicant shall submit lighting plans and specifications for all exterior lighting fixtures and light standards to the Planning Department for review and approval. The plans shall include a photometric design study demonstrating that all outdoor light fixtures to be installed are designed or located in a manner as to contain the direct rays from the lights on-site and to minimize spillover of light onto surrounding properties, roadways or the Santa Clara River. All parking

structure lighting shall be shielded and directed away from residential uses. Such lighting shall be primarily located and directed so as to provide adequate security.

2. **AES-3(b) Building Material Specifications.** Prior to the issuance of any discretionary permits for construction under the adopted Specific Plan, the applicant shall submit plans and specifications for all building materials and colors to the Planning Department for review and approval. All structures facing any public street or neighboring property shall use minimally reflective glass and all other materials and colors used on the exterior of buildings and structures shall be selected with attention to minimizing reflective glare.

3. **AES-3(c) Light Fixture Shielding.** Prior to the issuance of any building permits, the applicant shall demonstrate to the Planning Department that all night lighting installed on private property within the project site shall be shielded, directed away from residential uses, and confined to the project site. Rooftop lighting shall be limited to security lighting or aviation warning lights in accordance with Airport/Federal Aviation Administration (FAA) requirements. Additionally, all lighting shall comply with all applicable airport safety policies and FAA regulations.

4. **AES-3(d) Window Tinting.** Prior to the issuance of any building permits, the applicant shall submit plans and specifications showing that building windows are tinted with an antireflective material in order to minimize glare.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potential aesthetic impacts related to light and glare will be substantially lessened to less-than-significant levels through implementation of the mitigation measure described above. Those mitigation measures will require that certain, specific steps be taken during construction, and that certain materials and fixtures be used, so that the night lighting used with the proposed Project will minimize glare.

2. **Remaining Impacts.** Any remaining aesthetic impacts related to light and glare will be less than significant.

2. Temporary Unimproved and Un-landscaped Areas on Project Site.

(a) **Potential Impact.** Phased construction of the Project would temporarily leave large expanses of the site graded but otherwise unimproved and un-landscaped between phases. These potentially significant aesthetic impacts (**Impact AES-5**) are discussed in the Final EIR on page 4.1-24.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, which is hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **HWQ-1 Stormwater Pollution Prevention Plan.** Prior to initiation of grading for any phase of development of the Oxnard Village Specific Plan, a California Registered Civil Engineer shall prepare a Stormwater Pollution Prevention Plan (SWPPP) for the site. The SWPPP shall fully comply with RWQCB requirements and shall contain specific BMPs to be implemented during project construction to reduce erosion and sedimentation to the maximum extent practicable. The plans shall identify conveyance and treatment methods for any groundwater encountered during excavation for piles and foundations. Dewatering treatments shall be subject to the approval of City. BMPs that could be implemented include, but shall not be limited to, the following:

- Use of silt fences, hay bales, sand bags, berms, and/or silt and debris basins to retard movement of water and separate sediment and other contaminants.
- Use of slope stabilizers, including natural fiber erosion control blankets of varying densities according to specific slope/ site conditions, to reduce erosion.
- Watering of graded areas with an adequate yet conservative amount water.
- Cessation of grading operations in high winds (i.e., greater than 15 mph).
- Proper recycling of construction-related materials and equipment fluids (e.g., concrete dust, cutting slurry, motor oil and lubricants).
- During and between all phases of construction, all exposed graded and/or disturbed surfaces shall be reseeded with ground cover vegetation to minimize erosion if construction of structures and/or paving or installation of project landscaping is not scheduled to occur within four (4) weeks of completion of grading.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant aesthetic impacts related to temporarily leaving large expanses of the site graded, but otherwise unimproved and un-landscaped between phases, will be substantially lessened to a less than significant level through implementation of the mitigation measure described above. That measure requires that the applicant reseed all exposed, graded and/or disturbed surfaces with ground cover vegetation during and between all phases of construction, if no construction is scheduled to occur within four (4) weeks of grading completion. As a result of this measure, the open areas will appear more like grassy fields, thereby improving the aesthetics of otherwise bare dirt areas.

3. **Remaining Impacts.** Any remaining potentially significant aesthetic impacts related to temporarily leaving large expanses of the site graded but otherwise unimproved and un-landscaped between phases will be less than significant.

B. Air Quality.

1. Temporary Construction-Related Air Quality Impacts.

(a) **Potential Impact.** The Project's potentially significant temporary construction-related air quality impacts (ROG, NO_x and fugitive dust) (**Impact AQ-1**) are discussed in the Final EIR on pages 4.2-9 to 4.2-13.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **AQ-1(a) Dust Control Measures.** The following shall be implemented during grading and construction to control dust.

- i. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust.
- ii. Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavating activities. Application of water

(preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities.

- iii. Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities:
 - a. All trucks shall be required to cover their loads as required by California Vehicle Code Section 23114.
 - b. All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved 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.
- iv. Graded and/or excavated inactive areas of the construction site shall be monitored at least weekly for dust stabilization. Soil stabilization methods shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area within three weeks, it shall be seeded and watered until grass growth is evident, or periodically treated with environmentally safe dust suppressants, to prevent excessive fugitive dust.
- v. Signs shall be posted on-site limiting traffic to 15 miles per hour or less.
- vi. During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to affect adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust from being an annoyance or hazard, either off-site or on-site.
- vii. Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.

- viii. Personnel involved in grading operations, including contractors and subcontractors, shall wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.
- ix. Shaker plates shall be installed at all truck exits from the site.
- x. Dust control requirements shall be shown on all grading plans.

2. **AQ-1(b) Construction Equipment Controls.** The following shall be implemented during construction to minimize emissions of ozone precursors.

- i. Construction contractors shall minimize equipment idling time throughout construction. Engines shall be turned off if idling would be for more than five minutes.
- ii. Equipment engines shall be maintained in good condition and in proper tune as per manufacturers' specifications.
- iii. The number of pieces of equipment operating simultaneously shall be minimized.
- iv. Construction contractors shall use alternatively fueled construction equipment (such as compressed natural gas, liquefied natural gas, or electric) when feasible.
- v. The engine size of construction equipment shall be the minimum practical size.
- vi. Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated clean diesel engines) shall be utilized wherever feasible.
- vii. During the smog season (May through October), the construction period should be lengthened so as to minimize the number of vehicles and equipment operating at the same time.

3. **AQ-1(c) Low Volatile Paints.** Wherever feasible, non-painted exterior surfaces and low volatile interior and exterior paints shall be used for architectural coatings.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant temporary construction-related air quality impacts will be substantially lessened to less-than-significant levels through implementation of the mitigation measures described above, because those measures will help reduce both emissions and fugitive dust during the construction phase.

2. **Remaining Impacts.** Any remaining air quality impacts related to construction will be less than significant.

2. **Operational Emissions.**

(a) **Potential Impact.** The Project's potentially significant air quality impacts caused by operational emissions (**Impact AQ -2**) are discussed in the Final EIR on pages 4.2-13 to 4.2-17.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **AQ-2(a) TDM Fees.** The project shall provide payment of fees to a suitable Transportation Demand Management Plan Fund. The fees will be based on the exceedance of the threshold for ROG and NOx, prior to operation of Phase 5. The fees shall be based on the unit cost for ROG and NOx, in effect at the time the fee is to be paid using the VCAPCD guidelines formula of:

- (excess emissions lbs/day) x (unit cost ROG) x (days in operation) x (3 years) = Total cost
- (excess emissions lbs/day) x (unit cost NOx) x (days in operation) x (3 years) = Total cost

Payment of fees is required prior to operation of Phase 5

2. **AQ-2(b) Increased Efficiency.** Residential and commercial land use shall increase efficiency 20% beyond Title 24. Applicant shall provide documentation of energy savings associated with materials proposed for use at time of building permit application.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant air quality impacts caused by operational emissions will be substantially lessened to less-than-significant levels through implementation of the mitigation measures described above. Those mitigation measures will (i) fund the City's Transportation Demand Management program, which works to reduce vehicular traffic; and (ii) insure that the proposed Project will increase residential and commercial land use efficiency 20% beyond that required by Title 24.

2. **Remaining Impacts.** Any remaining potentially significant air quality impacts caused by operational emissions will be less than significant.

3. Construction-Related Exhaust Emissions.

(a) **Potential Impact.** The Project's potentially significant air quality impacts related to exhaust emissions from construction equipment (**Impact AQ-4**) are discussed in the Final EIR on pages 4.2-17 to 4.2-22.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **AQ-4(a) Alternative Fuels.** During grading the applicant shall use alternative fuels and/or retro-fitted filters on construction equipment if feasible. Alternative fuels and retrofitted filters may include, but are not limited to low sulfur diesel fuel and/or catalyzed diesel particulate filters. These measures can reduce generation of PM₁₀ by 63-80%. Applicant shall provide documentation to the City regarding the availability (or lack of same) of the alternative fuels (such as biodiesel and E-85) and the number of vehicles equipped with diesel particulate filters and or that meet Tier III and IV engine standards prior to each construction phase.

2. **AQ-4(b) Equipment Limitations.** Diesel-powered equipment under 75 hp located within 100 meters (325 feet) of the edge of the construction area shall be required to have engines that meet California Tier 4 emission standards. Diesel-powered equipment over 75 hp and operating within 100 meters (325 feet) of the edge of the construction area shall meet, at a minimum, California Tier 2 emission standards until the year 2010, at which time Tier 4 standards are applicable. The applicant

shall provide to the City an inventory of the vehicles so equipped prior to each construction phase and each one shall be marked with an identification number that matches the inventory and that can easily be seen during equipment operation.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant air quality impacts related to exhaust emissions from construction equipment will be substantially lessened to less-than-significant levels through implementation of the mitigation measures described above. Those mitigation measures prescribe the use of certain low-sulfur fuels and filtering equipment, and impart certain restrictions on construction operations, so as to minimize exhaust emissions from construction equipment.

2. **Remaining Impacts.** Any remaining air quality impacts related to exhaust emissions from construction equipment will be less than significant.

4. **Operational Air Quality Impacts That May Affect Residential Areas.**

(a) **Potential Impact.** The Project's potentially significant air quality impacts that may affect the Project's residential areas (**Impact AQ-5**) are discussed in the Final EIR on pages 4.2-21 to 4.2-23.

(b) **Mitigation Measure.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, which is hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **AQ-5 Air Ventilation Specifications.** Forced air ventilation with filter screens on outside air intake ducts shall be provided for all residences in Planning Units 1, 7, and 8. Windows and doors shall be fully weatherproofed with caulking and weather-stripping that is rated to last at least 20 years.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant air quality impacts that may affect the Project's residential areas will be substantially lessened to less-than-significant levels through implementation of the mitigation measure described above, because that measure will require forced air ventilation, with filter screens, on outside air intake ducts on the units most likely to be affected by operational emissions.

2. **Remaining Impacts.** Any remaining impacts concerning air quality impacts that may affect the Project's residential areas will be less than significant.

C. Biology.

1. Nesting and Migratory Birds.

(a) **Potential Impact.** Site development would remove existing trees that may be used by nesting birds, or by migratory birds as nesting habitat (**Impact BIO-2**). Those potential impacts are discussed in the Final EIR on pages 4.3-9 to 4.3-10.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **BIO-2(a) Nesting Bird Survey.** If tree removal is to occur during the birdbreeding season (February 15- September 15), surveys shall be conducted prior to tree removal by a City approved biologist (a person with a biology degree and/or established skills in bird recognition). Surveys shall occur within two weeks prior to initial tree removal. A copy of the contracts and reports for these services shall be submitted to the Planning Department for review and approval prior to issuance of grading permits.

2. **BIO-2(b) Establishment of Appropriate Buffers.** In the event that nesting birds are observed within 250 feet of a construction area, species specific exclusion buffers shall be determined by a City-approved biologist, and construction timing and location adjusted accordingly until the nestlings have fledged.

3. **BIO-2(c) Construction During the Bird Nesting Season.** Construction activities that would have a direct impact on bird nesting areas such as large trees, shall be conducted between October and February when nesting birds are least likely to occur.

4. **BIO-2(d) Incorporation of Trees into Landscape Plan.** The project landscape plans shall include an inventory of mature trees that currently exist on the project site and shall include replacement of mature trees at a minimum of a 1:1 ratio. At maturity, landscape trees shall be of a comparable height and massing to the existing trees on the property so as not to diminish the bird nesting capacity of the property compared to current conditions. An arborist report shall be submitted, and the value of trees removed shall be added to the landscape plan to augment tree plantings.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potential impacts to nesting or migrating birds will be substantially lessened to less-than-significant levels through implementation of the mitigation measures described above. Those mitigation measures require the applicant to (i) investigate for such birds; (ii) establish buffers if such birds are observed; (iii) avoid construction during nesting season; and (iv) incorporate trees into the landscaping plans.

2. **Remaining Impacts.** Any remaining potential impacts to nesting or migrating birds will be less than significant.

2. **Introduction of Non-Native Plants.**

(a) **Potential Impact.** The Project's potentially significant impacts related to the introduction of non-native plants (**BIO-3**) are discussed in the Final EIR on pages 4.3-10 and 4.3-11.

(b) **Mitigation Measure.** The Project has been modified to mitigate or avoid this potentially significant impact by the following mitigation measure, which is hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **BIO-3 Native Landscape Plan.** Non-native species or invasive plant species listed in the most updated version of the 1999 Cal-IPC Exotic Pest Plants of Greatest Ecological Concern in California shall not be planted within the project site or along the borders of the project site. This restriction shall also apply to private yards within the project through homeowners Association rules or covenants, conditions and restrictions (CC&R). The developer shall submit landscape plans reflecting this restriction for approval prior to issuance of grading permits.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts concerning introduction of non-native plants will be substantially lessened to less-than-significant levels through implementation of the mitigation measure described above, because that measure prohibits the planting of any such plants on the Project site, along its borders or in the private yards located on the Project site.

2. **Remaining Impacts.** Any remaining impacts concerning the introduction of non-native plants will be less than significant.

D. Cultural Resources

1. Archaeological Resources.

(a) **Potential Impact.** The Project's potentially significant impacts to archaeological resources (**Impact CR-1**) are discussed in the Final EIR on pages 4.4-18 and 4.4-19.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

3. **CR-1(a) Native American Monitoring.** Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing their activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Manager for review and approval prior to grading activities on site. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permits.

4. **CR-1(b) Procedures for Discovery of Intact Cultural Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Chumash representative shall monitor any mitigation work associated with Native American cultural material.

5. **CR-1(c) Procedures for Discovery of Human Remains.** If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the California Native American Heritage Commission

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts to archaeological resources will be substantially lessened to less-than-significant levels through implementation of the mitigation measures described above, because those measures provide certain, specific precautionary measures to identify and protect archaeological resources, if any are to be discovered.

2. **Remaining Impacts.** Any remaining impacts to archaeological resources will be less than significant.

E. **Geology & Soils.**

1. **Seismically-Induced Ground Shaking.**

(a) **Potential Impact.** The Project's potentially significant impacts relating to seismically-induced ground shaking (**Impact GEO-1**) are discussed in the Final EIR on pages 4.5-13 to 4.5-15.

(b) **Mitigation Measure.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, which is hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **GEO-1 Individual Geotechnical Engineering.** The applicant shall retain a certified engineer to perform geotechnical engineering for each building in each phase. The applicant shall incorporate the design contained within the geotechnical engineering plans into all buildings, structures, foundations and utilities, as applicable. The geotechnical engineering plans shall include the recommendations of the geotechnical reports and shall be submitted to Development Services Department and the Building and Engineering Services Department for review prior to issuance of grading or building permits. GeoSoils recommends using the

value obtained from the site specific probabilistic seismic hazard analysis (0.74g) for the design basis ground motion to use for a 10 percent probability of exceedance in 50 years. This value should satisfy the minimum Uniform Building Code (UBC) requirements for seismic structural design.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts associated with seismically-induced ground shaking will be substantially lessened to less-than-significant levels through implementation of the mitigation measure described above. That mitigation measure requires that the geotechnical engineering plans include the recommendations of the geotechnical reports and that such plans be submitted to Development Services Department and the Building and Engineering Services Department for review prior to issuance of grading or building permits.

2. **Remaining Impacts.** Any remaining potential impacts associated with seismically-induced ground shaking will be less than significant.

2. **Liquefaction and Settlement.**

(a) **Potential Impact.** The Project's potentially significant impacts relating to liquefaction and settlement (**Impact GEO-2**) are discussed in the Final EIR on pages 4.5-15 to 4.5-18.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **GEO-2(a) Soil Removal.** There are thin (generally less than three feet thick), isolated layers of sand and silty sand beneath the site which possess a potential for liquefaction during large seismic events. In addition, thick deposits of potentially liquefiable material (approximately six feet) were encountered near the center of the site at approximately 14 to 20 feet below existing grade and near the middle northern area of the site at approximately 11 to 16 feet below existing grade. In order to reduce the potential for surface manifestation associated with these two thick layers, soil removals in these areas shall occur prior to foundation construction; in accordance with the geotechnical recommendations, soil shall be removed to approximately 16 feet below existing grades. The

excavated soil shall be utilized for onsite fills after any organic matter, debris, or individual particles greater than six inches in diameter are removed.

2. **GEO-2(b) Pile Casing.** Some of the proposed buildings will be founded on a deepened foundation system and the piles may experience downdrag forces as a result of settlement associated with liquefaction. Prior to foundation construction, drilling and casing of the upper 40 to 45 feet of the pile shall be implemented in order to reduce the effects of downdrag on the piles.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potential impacts associated with liquefaction and settlement will be substantially lessened to less-than-significant levels through implementation of the mitigation measures described above. Those mitigation measures requires that certain soils subject to liquefaction be removed, and that construction of the Project's foundation be preceded by drilling and casing, in an effort to reduce settlement.

2. **Remaining Impacts.** Any remaining potential impacts associated with liquefaction and settlement will be less than significant.

3. **Groundwater.**

(a) **Potential Impact.** The Project's potentially significant impacts related to encountering groundwater during excavation (**Impact GEO-3**) are discussed in the Final EIR on pages 4.5-18 and 4.5-19.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **GEO-3(a) Dewatering Program.** Prior to the issuance of any grading permits a qualified hydrologist shall estimate from the final engineering plans the volume of dewatering necessary for the proposed project. If dewatering is required a dewatering program shall be designed to properly convey and treat dewatering discharge, in accordance with the NPDES permits, as well as state and local regulations. The program shall be subject to the approval of the Ventura County Flood Control District and the City's Public Works Department. The program shall include site

design methods for treatment and conveyance of temporary, and permanent if required, dewatering discharge, including but not limited to infiltration ponds, vegetated swales, and or reuse for landscape irrigation. Prior to the implementation of any dewatering program, groundwater sampling shall be performed to ensure that the system is adequately designed and permitted to address onsite groundwater conditions.

2. **GEO-3(b) Groundwater Recharge.** If the volume of groundwater extracted annually in association with the Oxnard Village Specific Plan exceeds 0.15 acre-feet, a groundwater recharge contribution shall be required. The project engineer shall consult with the City's Public Works Department, and Ventura County Flood Control District to determine appropriate methods for contributing to the recharge of the groundwater basin.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts related to encountering groundwater during excavation will be substantially lessened to a less than significant level through implementation of the mitigation measures described above. Those mitigation measures provide for specific dewatering and recharge programs, in accordance with NPDES, the City's Public Works Department and the Ventura County Flood Control District.

2. **Remaining Impacts.** Any remaining potentially significant impacts related to encountering groundwater during excavation will be less than significant.

F. Hazards and Hazardous Materials.

1. Demolition of Structures that May Contain Asbestos or Lead-Based Paints.

(a) **Potential Impact.** The Project's potentially significant impacts relating to the demolition of structures that may contain asbestos or lead-based paints (**Impact HAZ-1**) are discussed in the Final EIR on pages 4.6-10 to 4.6-12.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **HAZ-1(a). Asbestos and Lead Based Paint Surveys.** Prior to issuance of a demolition permit for any structure, a lead-based paint and asbestos survey shall be performed by a qualified and appropriately licensed professional. All testing procedures shall follow recognized local standards as well as established California and Federal assessment protocols. The lead-based paint and asbestos survey report shall quantify the areas of lead –based paint and asbestos containing materials.

2. **HAZ-1(b). Asbestos Abatement.** Prior to any demolition or renovation, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the Ventura County Air Pollution Control District (“VCAPCD”). All abatement activities shall be in compliance with California and Federal OSHA, and with the VCAPCD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be transported by a licensed to handle asbestos-containing materials and disposed of at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.

3. **HAZ-1(c). Lead Based Paint Removal.** Prior to the issuance of a permit for the renovation or demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the structure for lead-based paint. If lead-based paint is discovered, it shall be removed according to proper abatement procedures recommended by the consultant and in accordance with VCAPCD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed of by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts relating to the demolition of structures that may contain asbestos or lead-based paints will be substantially lessened to a less than significant level through implementation of the mitigation measures described above. Those mitigation measures require that careful surveys be undertaken to ascertain whether or not lead-based paints or asbestos are present, and if they are, that they be carefully abated in compliance with VCAPCD, California and Federal OSHA requirements.

2. **Remaining Impacts.** Any remaining potentially significant impacts relating to the demolition of structures that may contain asbestos or lead-based paints will be less than significant.

2. **Previously-Stored Hazardous Materials.**

(a) **Potential Impact.** The Project's potentially significant impacts relating to hazardous materials that may have been previously stored on the Project site (**Impact HAZ-2**) are discussed in the Final EIR on pages 4.6-12 to 4.6-15.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **HAZ-2(a). Site Development.** Prior to demolition or remodeling of any existing buildings, a California Certified Environmental Assessor or other qualified environmental professional shall conduct a walkthrough of the building to determine if there are any structures or features (such as an underground storage tank or sump) within or near the building that could have been used to store, contain, or dispose of hazardous materials. If such a feature is found, the applicant shall obtain all necessary permits from the City of Oxnard or County of Ventura to abandon these structures as part of the demolition. If required by the abandonment permit issued by the City or County, the applicant shall perform soil sampling and analysis in the area of the removed feature. Any identified contamination shall be reported to the lead regulatory agency and remediated in accordance with the requirements of the lead agency.

2. **HAZ-2(b). Contingency Plan.** Prior to issuance of any grading or dewatering permits the applicant shall prepare a contingency plan that outlines measures that will be implemented in the event that presently

undocumented contaminants, structures, or features are suspected or discovered during grading. The contingency plan shall identify appropriate measures to be followed if contaminants are found or suspected. The appropriate measures shall identify personnel to be notified, emergency contacts, and a procedural protocol to be implemented. The excavation and demolition contractors shall be made aware of the possibility of encountering unknown hazardous materials, and shall be provided with appropriate contact and notification information. The contingency plan shall include a provision stating at what point it is safe to continue with the excavation or demolition, and identify the person authorized to make that determination. The contingency plan shall be reviewed and approved by the City Fire Department or VCEHD prior to the issuance of the grading permit.

3. **HAZ-2(c) Construction Monitoring.** During all site grading activities, monitoring will be conducted by a qualified environmental professional to determine if any suspected contaminated materials are encountered. If contaminants are detected during grading, all work shall be stopped and the appropriate personnel, as determined by the contingency plan, shall be notified

4. **HAZ-2(d). Work Plan.** A work plan shall be completed to address the sampling protocols to be followed as well as the number of samples to be taken and the chemical analysis required. Upon lead agency approval, the work plan shall be implemented and the results of the soil or groundwater sampling shall be forwarded to the lead regulatory agency (City of Oxnard, VCEHD, RWQCB, or the EPA Department of Toxic Substances Control, DTSC). The agency should review the data determine if any additional investigation or remedial activities are deemed necessary. No work shall resume in that area until the lead local regulatory agency has provided written authorization that the area does not warrant any additional action.

5. **HAZ-2(e). Remediation Program.** If concentrations of contaminants warrant remediation, contaminated materials shall be remediated either prior to or concurrent with construction. The contaminated materials shall be remediated under the supervision of an environmental consultant licensed to oversee such remediation and under the direction of the lead oversight agency. The remediation program shall also be approved by a regulatory oversight agency, such as the City of Oxnard, VCEHD, RWQCB, or the DTSC. All proper waste handling and disposal procedures shall be followed. Upon completion of the remediation, the environmental consultant shall prepare a report summarizing the project, the remediation approach implemented, and the analytical results after completion of the remediation, including all waste disposal or treatment manifests.

6. **HAZ-2(f). Groundwater Sampling.** Prior to the implementation of any dewatering program, groundwater sampling shall be performed to ensure that the system is adequately designed and permitted to address onsite groundwater conditions. If contaminants are detected in groundwater at levels that exceed maximum contaminant levels for those constituents in drinking water, or if the contaminants exceed health risk standards such as PRGs, one in one million cancer risk, or a health risk index above 1, then the results of the groundwater sampling shall be forwarded to the appropriate regulatory agency (VCEHD, RWQCB, or the DTSC). The agency shall review the data and sign off on the property or determine if any additional investigation or remedial activities are deemed necessary. The applicant shall obtain appropriate discharge permits required for the dewatering system.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts relating to hazardous materials that may have been previously stored on the Project site will be substantially lessened to less than significant levels through implementation of the mitigation measures described above. Those mitigation measures require that certain assessments and samplings be conducted and taken to ascertain whether any such hazardous materials are present. If hazardous materials are encountered, the mitigation measures require proper remediation. Additionally, the Project site will be subject to ongoing monitoring during construction for additional contaminated material, if any.

2. **Remaining Impacts.** Any remaining potentially significant impacts relating to hazardous materials that may have been previously stored on the Project site will be less than significant.

3. **Aerially Deposited Lead.**

(a) **Potential Impact.** The Project's potentially significant impacts related to aerially deposited lead ("ADL") in or around the Project site (**Impact HAZ-3**) are discussed in the Final EIR on page 4.6-15.

(b) **Mitigation Measure.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, which is hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **HAZ-3 ADL Adjacent to Highways.** Following grading adjacent to Wagon Wheel Road, soil should be stockpiled, sampled and analyzed in conformance the Los Angeles Regional Water Quality Control Board, stockpile sampling requirements. If lead levels are detected above the hazardous material thresholds, the soil shall be hauled and disposed of by a transportation company licensed to transport hazardous materials material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept hazardous waste. Documentation of the appropriate sampling, transportation and disposal must be prepared and include the volume of soil removed, where the material was moved to, and include soil profiling, and transportation and disposal manifests. The soil removal documentation shall be prepared for the property owner or other responsible party, with a copy submitted to the City of Oxnard.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts related to ADL in or around the Project site will be substantially lessened to a less than significant level through implementation of the mitigation measure described above. That mitigation measure requires that soils be sampled and analyzed for ADL, and if found, that such soils be properly removed.

2. **Remaining Impacts.** Any remaining potentially significant impacts related to ADL in or around the Project site will be less than significant.

4. **Airport Safety Clearance.**

(a) **Potential Impact.** The proposed Project lies outside the height-to-distance ratios set by the Federal Aviation Administration ("FAA"). Because the towers are greater than 200 feet in height, the applicant is required to obtain clearance by the FAA prior to receiving a building permit from the City. Potential impacts related to the height of the towers, airport safety clearance and the requirement of FAA clearance (**Impact HAZ-4**) are discussed in the Final EIR on pages 4.6-15 and 4.6-16.

(b) **Mitigation Measure.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, which is hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **HAZ-4 FAA Notification.** The regulation “requires any person/organization who intends to sponsor the construction of a structure over 200 feet in height to notify the Administrator of the FAA.” Notification must be made in the form of a completed FAA form 7460-1.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project’s potentially significant impacts related to airport safety clearance will be substantially lessened to a less than significant level through implementation of the mitigation measure described above, because the FAA must approve the Project prior to the City issuing a building permit.

2. **Remaining Impacts.** Any remaining potentially significant impacts related to airport safety clearance will be less than significant.

G. Hydrology & Water Quality

1. Erosion and Sedimentation.

(a) **Potential Impact.** The Project’s potentially significant impacts regarding erosion and sedimentation (**Impact HWQ-1**) are discussed in the Final EIR on pages 4.7-5 to 4.7-7.

(b) **Mitigation Measure.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, which is hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **HWQ-1 Stormwater Pollution Prevention Plan.** Prior to initiation of grading for any phase of development of the Oxnard Village Specific Plan, a California Registered Civil Engineer shall prepare a Stormwater Pollution Prevention Plan (SWPPP) for the site. The SWPPP shall fully comply with RWQCB requirements and shall contain specific BMPs to be implemented during project construction to reduce erosion and sedimentation to the maximum extent practicable. The plans shall identify conveyance and treatment methods for any groundwater encountered during excavation for piles and foundations. Dewatering treatments shall be subject to the approval of City. BMPs that could be implemented include, but shall not be limited to, the following:

- Use of silt fences, hay bales, sand bags, berms, and/or silt and debris basins to retard movement of water and separate sediment and other contaminants.
- Use of slope stabilizers, including natural fiber erosion control blankets of varying densities according to specific slope/ site conditions, to reduce erosion.
- Watering of graded areas with an adequate yet conservative amount water.
- Cessation of grading operations in high winds (i.e., greater than 15 mph).
- Proper recycling of construction-related materials and equipment fluids (e.g., concrete dust, cutting slurry, motor oil and lubricants).
- During and between all phases of construction, all exposed graded and/or disturbed surfaces shall be reseeded with ground cover vegetation to minimize erosion if construction of structures and/or paving or installation of project landscaping is not scheduled to occur within four (4) weeks of completion of grading.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts regarding erosion and sedimentation will be substantially lessened to a less than significant level through implementation of the mitigation measure described above. That mitigation measure requires the preparation of a Stormwater Pollution Prevention Plan, which must comply with RWQCB requirements, and which must include specific BMP requirements for implementation during Project construction, which will help reduce erosion and sedimentation to the maximum extent practicable.

2. **Remaining Impacts.** Any remaining impacts concerning erosion and sedimentation will be less than significant.

2. **Stormwater Runoff.**

(a) **Potential Impact.** The Project's potentially significant impacts regarding stormwater runoff from the Project site (**HWQ-2**) are discussed in the Final EIR on pages 4.7-8 to 4.7-9.

(b) Mitigation Measures. The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, which is hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **HWQ-2 Drainage and Flood Control Improvement Plan.** A Drainage and Flood Control Improvement Plan shall be prepared by a California Registered Civil Engineer and shall identify all required construction related and permanent drainage and flood control improvements necessary to comply with the City's regulations as well as the County's standard of "no net increase" in storm flow discharge rates into the El Rio Drain and the Santa Clara River. This analysis is required to document the existing and proposed runoff rates versus time. Not only shall the peak runoff rate be the same or less than the existing, but the time of the peak rate shall also be substantially the same. This plan shall also identify the intended use of the drain referred to as P.D. 346 to convey stormwater runoff.

This plan shall be prepared in consultation with the City Supervising Civil Engineer and the Ventura County Watershed Protection District to facilitate required interagency coordination. The capacity, location, and size of all culverts, collection devices, conveyance facilities, energy dissipaters, detention basins, debris basins and related improvements shall be designed to the satisfaction of the City Supervising Civil Engineer and in consultation with the Ventura County Watershed Protection District. All necessary permits required to implement the Improvement Plan shall be obtained from the Ventura County Watershed Protection District prior to City issuance of a permit for mass grading. No grading permits shall be issued until the Drainage Plan is approved and no grading shall begin until construction related improvements are in place.

(c) Findings. Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potential impacts concerning stormwater runoff will be substantially lessened to a less than significant level through implementation of the mitigation measures described above. That mitigation measure requires the applicant to prepare a Drainage and Flood Control Improvement Plan, which must comply with City and County regulations, and which must be approved by the City before a grading permit will be issued.

2. **Remaining Impacts.** Any remaining impacts concerning stormwater runoff will be less than significant.

3. **Pollutants in Surface Water Runoff.**

(a) **Potential Impact.** The Project's potentially significant impacts regarding possible discharge of pollutants into surface water runoff (**HWQ-3**) are discussed in the Final EIR on pages 4.7-9 to 4.7-12.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **HWQ-3(a) Biofilter, Bioswale, or Bioretention.** Biofilters, bioswales or bioretention areas shall be designed and constructed for the parks and new surface parking lots to allow for treatment of stormwater runoff from the site. These facilities shall be designed by a registered civil engineer specializing in water quality or other qualified professional to ensure that retention is adequate to reduce concentrations of targeted pollutants. The biofilter, bioswale or bioretention area shall be depicted on grading and drainage plans and shall include a maintenance plan.

2. **HWQ-3(b) Park Maintenance Plan.** The developer shall submit a park maintenance plan to the City that limits the use of herbicides and inorganic fertilizers applied onsite to those quantities necessary to treat specific problems. The park maintenance plan shall include, but not be limited to: provisions for mechanical weed control to be used wherever and whenever possible as the first choice; determination of the probable cause of a disease problem and correction as necessary (i.e.: soil nutrient problems, irrigation, water quality, plant type, etc.) prior to chemical use; provisions that herbicides are to be used only when necessary to cure a problem and not as a preventative measure or as a regular, periodic application; and, guidelines for use of chemical forms that have a low potential for leaching from the site.

3. **HWQ-3(c) Stormwater Management Plan.** On behalf of the developer, a California Registered Civil Engineer shall prepare a Stormwater Management Plan that satisfies the requirements of the SQUIMP. The plan should include, but is not limited to, the following measures that are designed to address areas of concern identified in the SQUIMP and the hydrological study (Huitt-Zollars, 2007) and the review of that report and subsequent technical appendix (DWE, 2007) prepared for the proposed project:

- Control of peak stormwater runoff discharge rates

- Conservation of natural areas
- Minimization of stormwater pollutants of concern
- Proprietary treatment devices placed in the main storm drain infrastructure
- Grass swale filters
- Extended impoundment facilities that allow sedimentation of pollutants to occur
- Provision of storm drain system stenciling and signage
- Proper design of outdoor material storage areas
- Proper design of trash storage areas
- Proof of ongoing BMP maintenance
- Proper design and treatment of runoff from parking lots

The stormwater management plan shall be submitted to the City Development Services Department for review prior to issuance of grading permits, in order to ensure that the drainage system improvements satisfy the requirements of the SQUIMP.

(c) Findings. Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potential impacts regarding possible discharge of pollutants into surface water runoff will be substantially lessened to less-than-significant levels through implementation of the mitigation measures described above. Those mitigation measures will require the installation of biofilters, bioswales or bioretention areas on the Project site, require a park management plan that limits the use of inorganic fertilizers, and a Stormwater Management Plan that must be reviewed by the City prior to the issuance of a grading permit, thereby reducing and managing the possible introduction of pollutants into stormwater runoff.

2. **Remaining Impacts.** Any remaining impacts regarding possible discharge of pollutants into surface water runoff will be less than significant.

H. Noise.

1. Groundborne Vibrations.

(a) **Potential Impact.** The Project's potentially significant noise impacts possibly resulting from groundborne vibrations (**Impact N-1**) are discussed in the Final EIR on pages 4.9-9 to 4.9-11.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **N-1(a) Heavy Truck Restrictions.** Contractor shall prohibit off-site heavy truck activities in local residential areas.

2. **N-1(b) Staging Area.** Contractor shall provide staging areas on site to minimize off-site transportation of heavy construction equipment. These areas shall be located to maximize the distance between activity and residential areas. At a minimum, the staging areas shall be located at a distance of 200 feet from the nearest residential property line. This would reduce noise levels associated with most types of idling construction equipment.

3. **N-1(c) Diesel Equipment Mufflers.** All diesel equipment shall be operated with closed engine doors and shall be equipped with factory recommended mufflers.

4. **N-1(d) Electrically-Powered Tools and Facilities.** Electrical power shall be used to run air compressors and similar power tools and to power any temporary structures, such as construction trailers or caretaker facilities.

5. **N-1(e) Additional Noise Attenuation Techniques.** For all noise-generating construction activity on the project site, additional noise attenuation techniques shall be employed to reduce noise levels. Such techniques shall include, but are not limited to, the use of sound blankets on noise generating equipment and the construction of temporary sound barriers between construction sites and nearby sensitive receptors.

6. **N-1(f) Alternative Piles Types.** If pile driving activities are required for construction, alternative pile types that are quieter to install,

such as Nicholson Pin Piles, Tubex grout units, or GeoJet foundation units, shall be utilized where feasible in place of traditional driven piles to reduce noise and vibration generation. The City of Oxnard Building & Engineering Services Manager shall determine the feasibility of these alternatives pile types for the required applications.

7. **N-1(g) Additional Pile Driving Measures.** If pile driving activities are required for construction, a field test program shall be conducted on the site prior to approval of building plans. The test shall include driving piles at several locations on the project site in the general locations where piles would be required for project construction. The test shall also include testing of various noise control measures including, but not limited to, sound blanket enclosures around pile hammers. Quantitative noise and vibration measurements, together with a subjective assessment of the resulting conditions, shall be recorded. The results of the test program shall be presented to the City of Oxnard Community Development Special Projects Director. Based on the results of the tests, the Special Projects Director shall have the right to require additional noise control measures at the site during pile driving, such as temporary sound berms and dampening enclosures.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant noise impacts possibly resulting from groundborne vibrations will be substantially lessened to a less than significant level through implementation of the mitigation measures described above, because those measures will impose certain equipment and construction restrictions that minimize groundborne vibrations.

2. **Remaining Impacts.** Any remaining potentially significant noise impacts possibly resulting from groundborne vibrations will be less than significant.

2. **Transportation Generated Noise.**

(a) **Potential Impact.** The Project's potentially significant noise impacts resulting from nearby transportation and traffic (**Impact N-4**) are discussed in the Final EIR on pages 4.9-14 to 4.9-16.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which

are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **N-4(a) Building Material Guidelines.** The living areas above the first floor for all residences located within 152 feet of the Union Pacific Railroad track, and the third floor living areas of all residences located along the northern site boundary, shall be constructed to include sufficient noise attenuation to reduce interior levels to a CNEL of 45 dBA. This would require at a minimum the use of double-paned windows on all windows that are exposed to railroad noise. Such windows should have a minimum laboratory standard transmission class (STC) of 37. The glass shall be sealed into the frame in an airtight manner with a non-hardening sealant or a soft elastomer gasket, or gasket tape. The window frames shall be correctly installed into the wall and insulated to avoid any air gaps. The total area of glazing facing the railroad tracks in rooms used for sleeping on the upper floors shall not exceed 20 percent of the wall area. Solid-core doors shall be used for those doorways facing the railroad tracks and walls should be insulated in conformance with California Title 24 requirements. The exterior wall facing material shall be stucco, or other surface with an STC rating of at least 45.

2. **N-4(b) Building Design.** The living areas shall contain forced air ventilation. All duct work for ventilation shall include noise louvers at the exterior outlet and/or duct outlets shall be directed either opposite to or perpendicular to the railroad tracks and US 101. Upper level patio/deck areas shall be not be positioned facing the railroad tracks for residences along the southern site boundary or the US 101 along the northern site boundary.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant noise impacts resulting from nearby transportation and traffic will be substantially lessened to less-than-significant levels through implementation of the mitigation measures described above, because those measures will impose certain requirements concerning building materials and building design that help minimize noise impacts.

2. **Remaining Impacts.** Any remaining potentially significant noise impacts resulting from nearby transportation and traffic will be less than significant.

I. Population & Housing

1. Closing of On-site Mobile Home Park.

(a) **Potential Impacts.** The Project's potentially significant housing impacts resulting from the closure of the existing on-site mobile home park (**Impact PH-2**) are discussed in the Final EIR on pages 4.10-3 to 4.10-5.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, which is hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **PH-2 Implementation of the Wagon Wheel Mobilehome Park Closure Impact Report.** Prior to the issuance of building permits, the "Mitigation Options" contained in the Wagon Wheel Mobilehome Park Closure Impact Report, prepared by Star Management in September 2006, shall be implemented. The owner of the mobilehome park shall provide documentation to the City of Oxnard Planning and Environmental Services Department that demonstrates that the "Mitigation Options" were made available to the mobilehome owners. The following is a summary of the Mitigation Options set forth by the Mobilehome Park Closure Impact Report that would be available to mobilehome owners:

- **Option 1:** State Required Mitigation to Relocate Mobilehomes. This option involves the payment of reasonable relocation costs to move the homeowner and their mobilehome to another mobilehome park within a 150 mile radius.
- **Option 2:** Payment of reasonable costs of relocation per Option 1, and the resident sells the home to a third party who will permanently remove the home from the park. The park will make payment to the homeowner when the home is removed from the park.
- **Option 3:** Sell the home to the park, receive free rent for six months and move out at the end of the free rent period.
- **Option 4:** The park will purchase the home for the National Automobile Dealers Association (NADA) book value.
- **Option 5:** Recreational vehicle owners will be entitled to three days of per diem benefits and \$500 transportation fees. Residents with non-transportable storage sheds will also receive the \$400 replacement shed allowance.

2. Implementation of the Relocation Plan required by *Health & Safety Code* section 33413(a), requiring that 100% of the occupied mobile home units be replaced with housing at the same income categories.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant housing impacts resulting from closure of the existing on-site mobile home park will be substantially lessened to a less than significant level through implementation of the mitigation measures described above. Those measures will require the offering of one of the five options identified in the Wagon Wheel Mobilehome Park Closure Impact Report to the existing residents, thereby reducing the housing impacts resulting from the park's closure. In addition, the required Relocation Plan ensures that 100% of the occupied mobile home units (approximately 115 units) are replaced with new units on the Project site that are larger in size and match the income categories of the mobile home residents.

2. **Remaining Impacts.** Any remaining potentially significant housing impacts resulting from the closure of the existing on-site mobile home park will be less than significant.

J. Public Services.

1. Fire Department Services.

(a) **Potential Impact.** The Project's potentially significant impacts to fire department services (**Impact PS-1**) are discussed in the Final EIR on pages 4.11-8 to 4.11-10.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, as described in the Draft EIR, which are hereby adopted and will be implemented by the Mitigation Monitoring/Reporting Program.

1. **PS-1 (a) New Ladder Truck and Fire Station Upgrades.** The applicant shall provide sufficient funding for an additional ladder truck fire response vehicle, which would be housed in the nearest fire station. In addition, the applicant shall cover the costs associated with upgrades and improvements to the existing fire station to accommodate additional personnel that would be needed to adequately respond to fire emergencies at the Oxnard Village Specific Plan area. The developer shall pay a fee agreed upon and incorporated into the Development Agreement to secure

a ladder truck and station upgrades and improvements prior to 25% project occupancy or issuance of the 375th occupancy permit (commercial or residential), whichever comes first.

2. **PS-1 (b) Elevator Shaft Smoke Detection.** As a condition of construction, means shall be provided, by the project proponent working in conjunction with the Oxnard Fire Department, to detect products of fire, smoke, and combustion in all elevator shafts and components of the elevators, or as required by the California Building Code and California Fire Code.

3. **PS-1 (c) Community Facilities District Fee or Other Funding Mechanism as Agreed Upon by the City.** The Development Agreement for the project shall include formation of a Community Facilities District (CFD) or alternative method to fund long-term personnel costs required to serve the project. The CFD or alternative funding program shall be in place upon 25% of total project occupancy or issuance of the 375th occupancy permit (commercial or residential), whichever comes first.

Furthermore, the City notes the following:

1. **Enhanced Water Pressure for North Oxnard.** The Project is required to install new expanded water lines which will enhance existing water pressure for the Oxnard Fire Department in the North Oxnard area.

2. **High Rise Fire Protection Guidelines.** The Project must comply with the Oxnard Fire Department's Fire Protection Planning Guide (2006), which sets forth development standards for fire prevention and protection, including special standards for high rise structures. *See* discussion in Final EIR, p. 4.11-9.

3. **Mitigation Fees.** The Project is also required to pay mitigation fees that are earmarked for hiring additional Fire Department personnel.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts to fire department services will be substantially lessened to a less-than-significant level through the implementation of the mitigation measures described above because those measures will require the applicant to (i) provide sufficient funding for an additional ladder truck fire response vehicle for the City; and (ii) install elevator shaft smoke detectors in the appropriate building(s) on the Project site.

2. **Remaining Impacts.** Any remaining potentially significant impacts to fire department services will be less-than-significant.

2. Police Services.

(a) **Potential Impact.** The Project's potentially significant impacts to police services (**Impact PS-2**) are discussed in the Final EIR on pages 4.11-11 and 4.11-12.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, as described in the Final EIR, which is hereby adopted and will be implemented by the Mitigation Monitoring/Reporting Program.

1. **PS-2 Oxnard Police Department Consultation.** Prior to approval of individual Development Design Review permits, the applicant shall work closely with the Oxnard Police Department prior to the final design of the project to ensure the development of adequate security measures for the construction and occupancy stages of development. Such measures may include but not be limited to the following:

- Compliance with Oxnard Police Department recommendations relative to building design, site design, visibility, access, graffiti control, landscaping, security lighting, doors, locks and other relevant factors in the preparation of the final plans.
- The Oxnard Police Department shall be included in the plan check process to enable the Department to recommend specific improvements that will enhance crime prevention for the project and allow for the police to better plan for calls that may be generated by the development.
- Implement fencing and security measures during the construction phase. The City of Oxnard Police Department shall approve security measures.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts to police services will be substantially lessened to a less-than-significant level through the implementation of the mitigation measure described above because that measure will help ensure the development of

adequate security measures for the construction and occupancy stages of the Project.

2. **Remaining Impacts.** Any remaining potentially significant impacts to police services will be less-than-significant.

3. **Unique Safety Concerns Regarding High-Rise Buildings.**

(a) **Potential Impact.** The Project's potentially significant impacts to public services resulting from the unique safety concerns presented by high-rise buildings (**Impact PS-3**) are discussed in the Final EIR on pages 4.11-12 and 4.11-13.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, as described in the Final EIR, which is hereby adopted and will be implemented by the Mitigation Monitoring/Reporting Program.

1. **PS-3 Emergency Plan.** The developer of the high-rise components of the Specific Plan shall be responsible for creating, implementing, maintaining and updating an emergency plan for the building(s) or as required by the California Building Code or California Fire Code. The emergency plan shall be submitted to the Building and Engineering Services Department, Fire Department and Police Department for review and approval prior to issuance of building permits for the high-rise buildings. The emergency plan shall contain a description of the actions all occupants should take in an emergency evacuation. A floor plan providing emergency safety procedures and evacuation routes shall be posted at every stairway landing, at every elevator landing, stairways and immediately inside all public entrances to the building. The information shall be representative of the floor level and be posted so that the bottom edge of such information is not located more than four feet above the floor. The emergency plan shall include a regularly updated list of the names and locations of each regular occupant who has voluntarily self-identified that they need assistance in case of emergency and the type of assistance they require to swiftly exit the proposed building in the event of an emergency. The plan shall be kept on the building premises at all times and shall be available upon request to Development Services, Building and Engineering Services, the Fire Department and the Police Department. Key practical information from the plan shall be published in the form of a leaflet, brochure, or pamphlet and made available to each new resident. This information shall be available in alternative formats upon request (e.g., Braille, large print and audio).

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have

been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts to public services resulting from the unique safety concerns presented by high-rise buildings will be substantially lessened to a less-than-significant level through the implementation of the mitigation measure described above. That measure requires the Project applicant to create, implement, maintain and update an emergency plan for the building(s), which shall be subject to the City's review.

2. **Remaining Impacts.** Any remaining potentially significant impacts to public services resulting from the unique safety concerns presented by high-rise buildings will be less-than-significant.

K. Recreation.

1. Increased demand for City Parks and Recreational Spaces.

(a) **Potential Impact.** The Project's potentially significant impacts to City parks and recreational spaces (**Impact REC-1**) are discussed in the Final EIR on pages 4.12-4 to 4.12-6.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, as described in the Final EIR, which is hereby adopted and will be implemented by the Mitigation Monitoring/Reporting Program.

1. **REC-1 Parkland Dedication or Mitigation Fee.** The Oxnard City Code (Chapter 2, Article 12) requires that, as a condition of approval of any residential subdivision map, a developer shall either contribute land for the development of park sites or pay fees, according to a fee structure determined by the City, for the acquisition and development of park sites. Parkland acquired in this manner is based on a factor of 2.5 acres for every 1,000 residents. These "Quimby Fees" are provided for under the California Government Code Section 66477. If impact mitigation is parkland dedication, the Parks and Recreation Division shall determine the project's parkland dedication requirement. If the impact mitigation is payment of Quimby fees, the Planning Division shall determine the project's fee requirements based on the net shortage of parks and recreational space provided within the development. The land, fees, or combination thereof are to be used only for the purpose of developing new, or rehabilitating existing neighborhood or community park or recreation facilities to serve the project.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant impacts to City parks and recreational spaces will be substantially lessened to a less-than-significant level through the implementation of the mitigation measure described above because it requires the Project applicant to contribute land for the development of park sites, or pay in-lieu fees, according to a fee structure determined by the City, for the acquisition and development of park sites.

2. **Remaining Impacts.** Any remaining potentially significant impacts to City parks and recreational spaces will be less-than-significant.

L. **Traffic and Circulation.**

1. **Impacts to the Intersections of Oxnard Boulevard/Vineyard Avenue; Oxnard Boulevard/US 101 Southbound Ramps; Oxnard Boulevard/US 101 Northbound Ramps; and Oxnard Boulevard/Main Street.**

(a) **Potential Impact.** The Project's potentially significant traffic impacts at the intersections of (i) Oxnard Boulevard/Vineyard Avenue; (ii) Oxnard Boulevard/US 101 Southbound Ramps; (iii) Oxnard Boulevard/US 101 Northbound Ramps; and (iv) Oxnard Boulevard/Main Street (**Impact T-1**) are discussed in the Final EIR on pages 4.13-19 to 4.13-27.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, as described in the Final EIR, which are hereby adopted and will be implemented by the Mitigation Monitoring/Reporting Program.

1. **T-1(a) Oxnard Boulevard/Vineyard Avenue.** Based on discussions with the City, the mitigation for this intersection is based on a General Plan improvement that modifies the median on Oxnard Boulevard and reconfigures the northbound and southbound approaches. One northbound and one southbound through lane shall be added. The mitigated northbound configuration would be two left-turn lanes, three through lanes, and two right-turn lanes. The mitigated southbound configuration would be two left-turn lanes, three through lanes, and a shared through/right lane. Analysis undertaken by the City indicates that this mitigation measure can be implemented without the need to acquire additional right-of-way.

2. **T-1(b) Oxnard Boulevard/US 101 Northbound Off-Ramp.** A second left-turn lane from the US 101 Northbound Ramp onto Oxnard Boulevard shall be added to the intersection design. Ramp modification and redesign is necessary with the second left turn lane but it is unlikely that additional right-of-way would be required. The ramp should be redesigned to California Department of Transportation (Caltrans) specifications.

3. **T-1(c) Oxnard Boulevard/Main Street (Spur Drive).** The City's General Plan calls for three through lanes in each direction on Oxnard Boulevard. Therefore, a third southbound through lane on Oxnard Boulevard shall be added. In addition, the southbound left-turn volume into the Esplanade Shopping Center is projected to be greater than 300 vehicles in the PM peak hour. Therefore, an additional southbound left-turn lane shall be added to accommodate the left-turn volume without impacting the southbound through movement. In addition, a southbound right-turn lane shall be added to handle traffic traveling to the project. The final mitigated southbound lane configuration will be two left-turn lanes, three through lanes, and a right-turn lane. Preliminary analysis suggests that the right-of-way required for the mitigation measures would be available from the project site. However, a full set of engineering drawings will be necessary to determine the right-of-way required.

4. Pursuant to the terms of the Development Agreement, the Applicant has also agreed to pay a voluntary fair share in lieu fee for improvements to the 101 mainline, south of Oxnard Boulevard, which are not intended to mitigate a significant impact, but address the Project's addition of 50 peak hour trips to the 101 freeway, south of Oxnard Boulevard.

(c) Findings. Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant traffic impacts at the above-described intersections will be substantially lessened to less-than-significant levels through the implementation of the mitigation measures described above. Those measures require the applicant to fund its fair share of the costs for certain improvements to those intersections, which are designed to alleviate such impacts. In addition, the Applicant's voluntary fair share contribution for 101 mainline south improvements, in the Development Agreement, address the Project's less than significant contribution of 50 trips to the 101 freeway south of Oxnard Boulevard.

2. **Remaining Impacts.** Any remaining potentially significant traffic impacts at the above-described intersections will be less-than-significant.

2. On-Site Parking.

(a) **Potential Impact.** The Project's potentially significant on-site parking impacts (**Impact T-3**) are discussed in the Final EIR on pages 4.13-33 to 4.13-36.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, as described in the Final EIR, which is hereby adopted and will be implemented by the Mitigation Monitoring/Reporting Program.

1. **T-3 Parking Management.** Consistent with Section 16-651 of the Oxnard Municipal Code, the applicant shall submit a parking study prepared by a professional traffic engineer registered by the State, demonstrating that the parking demands for the uses for which shared parking is requested will not conflict. The parking study shall be prepared in accordance with the parking study guidelines, on file with the development services department, prior to approval of building permits. If the request for administrative relief from parking provisions is approved based on the shared parking strategy or other parking management strategy, the impact would be deemed mitigated. However, if it is not approved, the project shall be redesigned to meet the City's parking requirements in accordance with Article X of Chapter 16 of the Municipal Code.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's on-site parking impacts will be substantially lessened to a less-than-significant level through the implementation of the mitigation measure described above. That measure requires the applicant to conduct a parking study which demonstrates compliance with City requirements. If the study demonstrates non-compliance, and if the City does not agree to a waiver of such non-compliance, the Project applicant must redesign the Project so that it becomes compliant.

2. **Remaining Impacts.** Any remaining on-site parking impacts will be less-than-significant.

M. Utilities and Service Systems.

1. **Water System Infrastructure.**

(a) **Potential Impact.** The Project's potentially significant impacts on the City's water system infrastructure (**Impact UTL-2**) are discussed in the Final EIR on pages 4.14-46 and 4.14-49.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measures, which are hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **UTL-2(a) Domestic Water Connection.** The domestic water connection shall connect to the City's system in at least two (2) locations as approved by the City, generally located along the eastern side of the property (Oxnard Blvd.) and along the western side of the property (Ventura Road). There shall be an on-site looped main transmission system through the development.

2. **UTL-2(b) Waterline Relocation.** Existing waterlines within the development shall be re-located such that they meet City requirements with respect to standard depth of pipelines and also are located within street areas (preferable) or approved easements.

3. **UTL-2(c) Fire flow/Pipeline Improvements.** Improvements to on-site fire flow/pipeline shall include:

- An internal water system designed to provide for the higher of: maximum day plus fire or peak hour demand.
- Unless some other comparable system is identified and approved by the Development Services Department, fire flow requirements shall be met through the public pipeline system without allowance for a pumping system aside from internal building fire pumps needed to satisfy the needs for multi-story buildings. To meet the anticipated fire flow requirement of 4,500 gpm (high rise building), the developer working in cooperation with the City shall construct a looped pipeline system from Gonzales Road along Ventura Road or an approved parallel street to and through the proposed development and then back to Gonzales Road along Oxnard Boulevard or an approved parallel street. The developer shall be responsible for the design and construction of all on-site waterlines. The developer shall be responsible for the cost of the pipeline along Ventura Road to the development, less any contributions by others, if any, as determined by the City. In addition, the developer shall be responsible for any other fees described in the Connection Fee Study.

- Subdivision improvement plans will not be approved until an agreement between the developer and City addresses the fire flow/pipeline improvements with a definitive schedule. Should the timing for City-installed improvements not meet the developer requirements, then the developer shall have the option of designing and constructing those improvements subject to an agreement for reimbursement for that portion which is the City responsibility.
- The developer shall be responsible for payment of capital improvement/connection fees, including all related “installation fees.”
- The developer shall verify actual fire flow availability through field testing in accordance with City Building and Safety Department requirements. However, field testing shall supplement and not replace verified adequacy through computer simulation.
- For all buildings over three (3) stories in height, the developer will be responsible for the design, installation and operation of a domestic water pump, as appropriate or needed, for such buildings, and (2) the design and installation of fire pump (s) to meet the fire flow requirements for the building. The latter must meet the requirements of the Underwriters Laboratory (UL) and all other fire, plumbing and electrical codes. The fire pump(s) shall be privately operated and maintained.

(c) Findings. Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project’s potentially significant impacts on the City’s water system infrastructure will be substantially lessened to a less than significant level through implementation of the mitigation measures described above, because those measures require the applicant to make proper waterline connections and relocations, as necessary, to meet City requirements, and will also require the applicant to improve the on-site fire-flow/pipeline to meet applicable requirements.

2. **Remaining Impacts.** Any remaining potentially significant impacts on the City’s water system infrastructure will be less than significant.

2. **Wastewater.**

(a) **Potential Impact.** The Project's potentially significant wastewater impacts (**Impact UTL-3**) are discussed in the Final EIR on pages 4.14-49 to 4.14-52.

(b) **Mitigation Measures.** The Project has been modified to mitigate or avoid these potentially significant impacts by the following mitigation measure, which is hereby adopted and will be implemented as provided in the Mitigation Monitoring/Reporting Program.

1. **UTL-3 Public Sewer Connection.** Based on estimated wastewater flows generated by the proposed project, the following conditions shall be met:

- All units and buildings having sewer facilities shall be connected to the public sewer system.
- The developer shall be responsible for the payment of the City Wastewater Connection Fee.
- The developer may be responsible for the costs involved with the City's providing capacity in downstream Trunk Sewers, i.e. system capacity increase, and with the replacement of Lift Station 23. The project's pro rata contribution to improvements to this system shall be determined by the City's Wastewater Engineer.
- The downstream sewer and lift station improvements shall be implemented prior to project occupancy. Should the City not be able to construct said improvements prior to project occupancy, the City may have the developer install such improvements subject to a reimbursement agreement for those costs that are considered City responsibility.
- Existing City sewers that are within the development shall either:
(1) be protected in place within satisfactory easements (i.e. within public streets) with depth of cover meeting City requirements, or
(2) shall be relocated to acceptable easement conditions with the existing lines abandoned in accordance with City standards.
- No on-site lift stations shall be constructed as part of the proposed Specific Plan.

(c) **Findings.** Based upon the Draft EIR, the Final EIR and the entire record of proceedings, the City finds that the above described changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

1. **Effects of Mitigation.** The Project's potentially significant wastewater impacts will be substantially lessened to a less than significant level through implementation of the mitigation measure described above, because that measure requires the applicant to pay its fair share of the sewer improvements required to properly serve the Project, and otherwise ensure that City requirements concerning sewer service are met.

2. **Remaining Impacts.** Any remaining potentially significant wastewater impacts will be less than significant.

V. Findings Regarding Impacts Determined to be Less Than Significant.

A. Aesthetics.

1. Shadows.

(a) **Potential Impact.** The Project's proposed residential towers will not cast shadows onto existing off-site shadow-sensitive land uses. But, the towers will cast shadows onto the proposed on-site residences adjacent to the towers, particularly in the wintertime when shadows are most extreme (**Impact AES-4**). Those impacts are discussed in the Final EIR on pages 4.1-21 to 4.1-24. However, those shadows will fall on on-site sensitive residential uses for less than three hours per day.

(b) **Findings.** Because shadows will only fall on on-site sensitive residential uses for less than three hours per day, and will not fall on off-site sensitive residential uses, the potential aesthetic impact from shadows is considered less than significant. Consequently, no mitigation measures are required for this less-than-significant impact.

B. Air Quality.

1. Localized Air Quality.

(a) **Potential Impact.** Project traffic, together with cumulative traffic growth in the area, would not create carbon monoxide concentrations that exceed state or federal standards. Those impacts (**Impact AQ-3**) are discussed in the Final EIR on pages 4.2-16 and 4.2-17.

(b) **Findings.** Areas with high vehicle density, such as congested intersections, have the potential to create high concentrations of CO. These areas are known as CO "hot spots." A project's localized air quality impact is considered significant if CO emissions create a hot spot where either the California one hour standard of 20 ppm, or the federal and state eight-hour standard of 9.0 ppm, is exceeded. This typically occurs at severely congested intersections (LOS E or worse).

Cumulative plus project traffic would not cause an exceedance of either the state or federal CO standards in build-out year 2014 and Project-related CO impacts would be less than significant. It is further noted that traffic flow would increase to LOS D with mitigation, thereby further reducing the potential for CO concentration.

Therefore, the City finds the Project's localized air quality impact is considered less-than-significant. No mitigation measures would be required for this less-than-significant impact.

2. Consistency With Air Quality Management Plan.

(a) Potential Impact. A significant impact to air quality would occur if the proposed Project would conflict with or obstruct implementation of the Ventura County Air Quality Management Plan ("VCAQMP"). Although any development project would represent an incremental negative impact on air quality in the basin, of primary concern is whether Project-related impacts have been properly anticipated in the regional air quality planning process and reduced whenever feasible. Those impacts (**Impact AQ-6**) are discussed in the Final EIR on pages 4.2-22 and 4.2-23.

(b) Findings. The Project is consistent with the current population growth forecasts of the Southern California Association of Governments ("SCAG") and those used in the Draft 2007 AQMP. Since the Project would be consistent with the SCAG population growth forecasts, and because local air quality planning is based on SCAG forecasts, planned and pending development within the City would not generate emissions exceeding those accounted for in the AQMP.

Therefore, the City finds the Project is consistent with the VCAQMP and impacts related thereto are considered less-than-significant. No mitigation measures would be required for this less-than-significant impact.

3. Cumulative Air Quality Impacts.

(a) Potential Impacts. Cumulative impacts to air quality are discussed in the Final EIR on page 4.2-23. The Ventura County Air Basin is currently a non-attainment area for both the federal and state standards for ozone and the state standard for PM₁₀. However, exceedance of air quality standards is the result of past and ongoing urban and rural development that has caused emissions to exceed the air basin's capacity for dispersal and removal of the air pollutants. The Ventura County AQMP predicts attainment of state and federal standards through imposition of various control mechanisms and, as discussed under **Impact AQ-6**, above, the proposed Project is consistent with the AQMP.

(b) Findings. Although emissions associated with the vehicle trips generated by the Project (during worst-case events) exceed Ventura County Air Quality Control District (“VCAPCD”) thresholds, this increase in emissions is consistent with the assumptions in the Ventura County AQMP, and is not expected to delay attainment of state and federal air quality standards. As such, the City finds that cumulative impacts are less than significant and the Project’s contribution to cumulative air quality impacts is not cumulatively considerable. No mitigation measures would be required for this less-than-significant impact.

C. **Biology.**

1. **Endangered Species.**

(a) Potential Impacts. Potential impacts to endangered species (**Impact BIO-1**) are discussed in the Final EIR on pages 4.3-6 to 4.3-9. Project development would not have direct effects on any federally or state listed endangered species. The Project could have indirect effects on the federally and state listed endangered Least Bell’s vireo which is known to nest in the riparian habitat found in the Santa Clara River across Ventura Road from the Project site.

Mitigation measures **AES-3(a)** and **AES-3(c)**, identified above (Aesthetics), would reduce secondary impacts associated with night lighting to the Least Bells vireo to less-than-significant levels. Measures **N-1(b)** through **N-1(f)**, identified above (Noise), would reduce secondary impacts associated with construction noise to the Least Bells vireo to less-than-significant levels. Secondary impacts to the Least Bells vireo associated with recreational use of the Santa Clara River bottom, introduction of pets, increased surface water runoff and increased pollution in surface water would be less than significant without mitigation.

(b) Findings. The City finds that potential impacts to endangered species generated by the Project will be less than significant without additional mitigation. No additional mitigation measures are required or necessary for this less-than-significant impact.

2. **Cumulative Biological Impacts.**

(a) Potential Impacts. The Project’s contribution to cumulative impacts to biological resources is discussed in the Final EIR on page 4.3-11. Cumulative development in the City would continue to disturb sensitive biological resources. However, each development proposal is reviewed by the City and undergoes environmental review when it is deemed appropriate. Significant impacts to biological resources are minimized through this development review process, which requires mitigation to reduce significant impacts to the greatest extent feasible and below significance thresholds in most cases. As explained above, the biological impacts associated with the proposed Project will be mitigated to levels

of insignificance.

(b) Findings. Because the Project's impacts to biological resources will be mitigated to levels of insignificance, and because future projects will be subject to City review (and City-imposed mitigation), the City finds that the Project's potential impacts to biological resources will not be cumulative considerable. No mitigation measures are required for this less-than-significant impact.

D. Geology and Soils.

1. Cumulative Impacts to Geology and Soils.

(a) Potential Impacts. The Project's contribution to cumulative impacts to geology and soils is discussed in the Final EIR on page 4.5-19. The proposed Project, plus cumulative projects, would increase development in the City by adding approximately 10,468 dwelling units, 2,171,016 square feet of commercial space, and 5,150,030 square feet of industrial square footage. Such development would expose new residents and property to seismic hazards in the area. The proposed Project would incrementally contribute to these cumulative impacts.

However, seismic and soil issues would be addressed on a case-by-case basis through preparation of required soils and geotechnical engineering studies, as well as adherence to existing City and state regulations including the respective universal building codes, to mitigate impacts resulting from individual projects.

(b) Findings. Because the Project's impacts to geology and soils will be mitigated to levels of insignificance, and because future projects will be subject to City review (and City-imposed mitigation), the City finds that the Project's potential impacts to geology and soils will not be cumulative considerable. No mitigation measures are required for this less-than-significant impact.

E. Hazards and Hazardous Materials.

1. Transportation of Hazardous Materials

(a) Potential Impacts. The Project site is adjacent to U.S. Highway 101 and the Union Pacific Railroad. Transportation operations on those routes could expose site workers and future residents to potentially harmful chemicals and materials resulting from accidents along those transportation routes. Potential impacts related to the transportation of hazardous materials (**Impact HAZ-5**) are discussed in the Final EIR on page 4.6-16.

Both the U.S. EPA and DOT regulate the transportation of hazardous waste and material, including transport via highway and rail. The established regulations of those agencies are intended to track and manage the safe interstate transportation of hazardous materials and waste.

Additionally, State and Local agencies enforce the application of those regulations, and provide the coordination of safety and mitigation responses with regards to accidents involving hazardous materials. Both the enforcement of those regulations and the rapid response following emergencies by local agencies will to reduce hazardous materials transportation health hazards to less than significant levels.

Finally, existing roads and the Project are both designed with buffers between transportation routes and the proposed residential development, thereby further reducing hazards to site workers, future residents, and visitors.

(b) Findings. The City finds that (i) existing regulations concerning the transportation of hazardous materials; (ii) local enforcement of those regulations, together with rapid responses by local agencies to accidents involving hazardous materials; and (iii) the existing roadway and proposed Project design all contribute to the mitigation of possible impacts related to the transportation of hazardous materials to a less-than-significant level. No mitigation measures are required for this less-than-significant impact.

2. Cumulative Impacts Related to Hazards and Hazardous Materials.

(a) Potential Impacts. Cumulative development in the City of Oxnard and the surrounding area has potential to expose future area residents, employees, and visitors to current and historical uses of hazardous materials and hazards associated with the transportation of hazardous materials. The Project's contribution to cumulative impacts related to hazards and hazardous materials is discussed in the Final EIR on page 4.6-17.

Build out of the planned, pending, and approved residential, commercial, and industrial projects within the City will cumulatively increase the potential for exposure to existing hazards associated with hazardous materials, airports, and freeways. Therefore, an overall increase in the potential for human health hazards will occur as urbanization occurs.

However, the magnitude of hazards for individual projects will depend upon the location, type, and size of development and the specific hazards associated with individual sites. As with this Project, implementation of appropriate mitigation measures, including remedial action on contaminated sites, would avoid potential hazard impacts associated with cumulative development in the City. Each of the impacts related to hazards and hazardous materials for this Project are either: (i) mitigated to a level of insignificance (**Impacts HAZ-1, HAZ-2, HAZ-3, and HAZ-4**); or ii) are insignificant without mitigation (**Impact HAZ-5**).

(b) Findings. Because the Project's impacts to hazards and hazardous

materials will be mitigated to levels of insignificance, or are insignificant without mitigation, and because future projects will be subject to City review (and City-imposed mitigation), the City finds that the Project's potential impacts to hazards and hazardous materials will not be cumulative considerable. No mitigation measures are required for this less-than-significant impact.

F. Hydrology and Water Quality.

1. Cumulative Impacts to Hydrology and Water Quality.

(a) Potential Impacts. Cumulative impacts to hydrology and water quality are discussed in the Final EIR on pages 4.7-12 and 4.12-13.

The proposed project will actually decrease impermeable surfaces on-site, and thus incrementally decrease impermeable surface area in the City and greater County area, which is a net beneficial impact re drainage flows. Nevertheless, other new development may increase impermeable surface areas, thereby potentially increasing peak flood flows and overall runoff volumes. But, both the City and the Ventura County Watershed Protection District require that post-development peak discharges are reduced to at or below pre-development peak discharge rates for individual developments. Such requirements on all new development will reduce cumulative impacts to area hydrology to less than significant levels.

With respect to surface water quality, construction activity associated with cumulative development would increase sedimentation relating to grading and construction. In addition, new development would increase the generation of urban pollutants. However, like the proposed Project, all future significant development would be subject to implementation of appropriate Best Management Practices in accordance with NPDES permits and SQUIMP requirements, which are specifically designed to develop, achieve, and implement a timely, comprehensive, and cost-effective stormwater pollution control program.

Therefore, implementation of applicable requirements on all development in the area would reduce cumulative impacts to hydrology and water quality to less than significant levels.

(b) Findings. Because the Project's impacts to hydrology and water quality will be mitigated to levels of insignificance and because future projects will be subject to City review (and City-imposed mitigation), the City finds that the Project's potential impacts to hydrology and water quality will not be cumulative considerable. No mitigation measures are required for this less-than-significant impact.

G. Land Use & Planning.

1. Consistency with Existing, Adjacent Uses.

(d) Potential Impacts. The proposed mixed-use Project would be generally compatible with existing, adjacent commercial and residential uses, with the incorporation of the mitigation measures included in the transportation, air quality, and noise sections described above in Section IV of these Findings. Impacts to land use and planning (**Impact LU-1**) are discussed in the Final EIR on pages 4.8-8 to 4.8-28.

(e) Findings. Because the proposed Project will be generally compatible with existing, adjacent commercial and residential uses, with the incorporation of already-required mitigation measures, the City finds that impacts to land use and planning will be less-than-significant. No mitigation measures are required for this less-than-significant impact.

3. Cumulative Impacts to Land Use and Planning.

(a) Potential Impacts. Cumulative impacts to land use and planning are discussed in the EIR on page 4.8-28.

Although some of the projects considered in the cumulative impact scenario may require General Plan Amendments, Zone Changes, Variances, Conditional Use Permits, Tract Map approvals, or other discretionary land use actions, the merits of each project will be considered on a case-by-case basis. Those projects may not be approved if they are found to be inconsistent with the City's General Plan, or if they require findings of approval that cannot be made. Increased development densities from other projects would generate secondary cumulative impacts with respect to traffic, air quality, noise, and public services. Such impacts are discussed in their respective sections of the Final EIR and in these Findings.

(b) Findings. Because (i) the proposed Project will be compatible with existing adjacent commercial and residential uses, with incorporation of already-mandated mitigation measures; and (ii) future projects will be subject to City review (and City-imposed mitigation), the City finds that impacts on land use and planning will not be cumulative considerable. No mitigation measures are required for this less-than-significant impact.

H. Noise.

1. On-Site Noise Impacts.

(a) Potential Impact. On-site operations would generate noise levels that may periodically be audible to existing uses near the Project site. However, such

noise is not expected to exceed City Noise Ordinance standards. Those impacts (**Impact N-2**) are discussed in the Final EIR on pages 4.9-11 to 4.9-13.

(b) Findings. Because on-site operations will be subject to the City Noise Ordinance, and because noise from such operations are not expected to exceed the City Noise Ordinance standards, the City finds that such impacts are less-than-significant. No mitigation measures are required for this less-than-significant impact.

2. Noise Impacts Attributable to On-Site Traffic.

(a) Potential Impact. Project-generated traffic would incrementally increase noise levels on area roadways. However, the highest noise level increase due to the project itself would be 0.1dBA, which is below the audible threshold. Therefore, Project-generated traffic would not significantly affect noise levels in the area near the Project site and nearby residences. Those impacts (**Impact N-3**) are discussed in the Final EIR on pages 4.9-13 and 4.9-14.

(b) Findings. Because the highest noise level increase attributable to Project traffic would be 0.1dBA -- which is below the audible threshold -- the City finds that such impacts are less-than-significant. No mitigation measures are required for this less-than-significant impact.

3. Cumulative Noise Impacts.

(a) Potential Impact. Cumulative noise impacts are discussed in the Final EIR on pages 4.9-16 and 4.9-17.

Cumulative traffic growth in the area, in combination with the growth associated with the Project, would incrementally increase noise levels in the Project's vicinity. Cumulative noise impacts along the three analyzed roadways would contribute to further exceedance of the ambient noise standard over time.

Many of the existing residential areas have sound walls that were incorporated to reduce ambient noise levels adjacent to the residences. Specific Plan build-out would incrementally contribute to this impact. However, because the increase in noise associated with the Project would be only 0.1 dB, and, as such, would not be audible, the Project's contribution to the cumulative noise impacts is not considered cumulatively considerable or significant.

(b) Findings. Because the highest noise level increase attributable to Project would be 0.1dBA -- which is below the audible threshold -- the City finds that the Project's contribution to noise impacts is not cumulative considerable. No mitigation measures are required for this less-than-significant impact.

I. Population and Housing.

1. Additional Housing Attributable to the Project.

(a) **Potential Impact.** These potential impacts (**Impact PH-1**) are discussed in the Final EIR on pages 4.10-2 and 4.10-3. The proposed Project would add 1,359 (net) new housing units, and an estimated 5,436 residents. However, because these increases are within SCAG projections for the City, such impacts will be less than significant.

(b) **Findings.** Because the additional housing units attributable to the Project are within SCAG projections, the City finds that potential impacts related thereto will be less than significant. No mitigation measures are required for this less-than-significant impact.

2. Cumulative Impacts to Population and Housing.

(a) **Potential Impact.** Cumulative impacts to population and housing are discussed in the Final EIR on page 4.10-5.

Housing and Population. The proposed Project, in combination with other development in and around the City, will continue to evolve the demographic character of the area. However, the current population of the City is within SCAG projections through 2010. Additionally, the increase in population associated with both cumulative build-out and with the proposed Project would be within the projected 2030 population. Therefore, the proposed Project's contribution to population and housing impacts would be considered less-than-significant.

Displacement of Housing and Population. The proposed Project would remove the 115 occupied housing units in the existing on-site mobile home park, thereby displacing the existing on-site population. If other mobile home parks were to close in the Oxnard area, applicable code provisions and state law would require mobile home park closure reports for each such closure, and park owners would be required to assist in the relocation of the residents. Based planned and pending projects in the City, known at the time of the commencement of the environmental review process for this Project, the larger projects comprising cumulative development within the City will occur on non-residentially developed land and, therefore, would not displace a substantial number of people or housing. Therefore, cumulative impacts related to the displacement of people and housing would be less-than-significant. Nevertheless, the Project Relocation Plan required by *Health & Safety Code* section 33413(a) will ensure that 100% of those 115 occupied mobile home units are replaced with new larger apartments on the Project site.

(b) Findings. Because (i) the current population of the City is within SCAG projections through 2010, and the increase in population associated with both cumulative build-out and the proposed Project would be within the projected 2030 population; and (ii) planned and pending projects in the City known at the time of the commencement of the environmental review process for this Project would not displace a substantial number of people or housing, the City finds that the Project's contribution to population and housing impacts is not cumulative considerable. No mitigation measures are required for this less-than-significant impact.

J. Public Services.

1. Health Services.

(a) Potential Impact. As the Project is implemented, the demand for health services will increase, as discussed in the Final EIR on pages 4.11-13 and 4.11-14 (**Impact PS-4**). However, this increased demand would not require a new hospital, or require physically altering the existing hospital, and as a result, such impacts will be less than significant.

(b) Findings. Because the increased demand for health services attributable to the Project will not require a new hospital, or require physically altering the existing hospital, the City finds that impacts to health services will be less than significant. No mitigation measures are required for this less-than-significant impact.

2. Schools.

(a) Potential Impact. As discussed in the Final EIR on pages 4.11-14 to 4.11-16, the proposed Project would generate an estimated 716 K-8th Grade school-age students and 73 9-12th Grade school-age students (**Impact PS-5**). This could adversely affect school facilities in the Rio School District and Oxnard Union High School District. However, with payment of required school impact fees, impacts would be less than significant.

(b) Findings. Because the payment of statutorily required school impact fees and the Applicant's Mitigation Agreement with the Rio District would provide adequate funding for new school facilities and services to accommodate the new school-age students attributable to the Project, the City finds that impacts related to school services are less than significant. No mitigation measures are required for this less-than-significant impact.

3. Cumulative Impacts to Public Services.

(a) Potential Impact. Cumulative impacts to public services are discussed in the Final EIR on pages 4.11-16 and 4.11-17.

Fire Protection. Cumulative build-out would add about 10,468 new residential units and approximately 7.3 million square feet of non-residential development. Such new development would increase demands on fire protection services and generate additional traffic that could hinder emergency response. Without increases in staffing and facilities correlating to these population increases, potentially significant impacts to fire protection service could occur. Funding for the OFD comes from the City's General Fund. Provided that the City allocates funds to the OFD in proportion to its population increases and its service obligations, no significant cumulative impacts would occur.

Police Protection. Cumulative build-out would increase demands on police protection services by adding both residents and employees, and by increasing traffic that could hinder emergency response. It is not anticipated that such development would require new police facilities. However, without increases in staffing and equipment correlating to these population increases, potentially significant impacts could occur. Funding for the police department comes from the City's General Fund. Provided that the City allocates funds to the police department in proportion with its population increases and its service obligations, no significant cumulative impacts would occur.

Hospitals. The proposed Project, in combination with other planned and pending development in the City, would cumulatively increase demand for health care services. However, the proposed Project would not result in the need for a new hospital, or require physically altering the existing hospital, and impacts would be less than significant.

Schools. Cumulative build-out will increase enrollment by an estimated 788 students in the Rio School and Oxnard Union High School Districts. Project-area schools are operating near or over student capacity. However, as additional projects are approved, they will be required to pay the full mandatory, statutory fees. With the collection of statutory fees for all new developments, cumulative impacts to schools would be mitigated to less-than-significant levels.

(b) Findings. Because (i) the City can allocate sufficient funds from its General Fund to the OFD and to its police department in proportion to the anticipated increased population at build-out and in proportion to attributable increased service obligations; (ii) the proposed Project would not result in the need for a new hospital or require physically altering the existing hospital; and (iii) additional, new projects will be required to pay the full mandatory, statutory school-impact fees, the City finds that the impacts related to public services are not cumulative considerable. No mitigation measures are required for these less-than-significant impacts.

K. Recreation.

1. Removal of Existing, On-Site Recreational Facilities.

(a) Potential Impacts. Impacts attributable to the Project's removal of existing, on-site recreational facilities (**Impact REC-2**) are discussed in the Final EIR on page 4.12-6. Because these facilities are privately owned and operated, the impact would be less than significant.

(b) Findings. Because the Project's removal of existing, on-site recreational facilities only affects privately owned and operated facilities, the City finds that impacts related thereto would be less than significant. In addition, the City finds that the Project's development of new on-site recreational amenities (including a pool, recreation center, bike trails and other amenities) will offer replacement amenities on the Project site. The City further finds that the Project's payment of park fees will benefit a nearby community park that will be used by Project residents.

2. Cumulative Impacts to Recreation.

(a) Potential Impacts. Cumulative impacts to recreation are discussed in the Final EIR on pages 4.12-6 and 4.12-7.

Projected planned and pending development in the City would add new residents and workers to the existing population. This cumulative increase in population would increase the demand for parks and recreational facilities and contribute to the City's existing deficit. However, all new developments in the City are either required to provide on-site park facilities or pay in-lieu fees to offset this increased demand. With the collection of required fees on all new developments, and use of those fees to provide needed new facilities, cumulative impacts to parks and recreation would be considered less than significant.

Additionally, the passive recreational opportunities in the City, particularly the City's public beaches, are not included in the inventory of parkland that applies to the three-acre-per-thousand-residents ratio used for the impact analysis. Special Purpose Parks are also excluded from this ratio, including the skate park and tennis courts, although some, such as Oxnard Beach Park, include recreational amenities similar to those offered at some Community Parks, such as volleyball courts and picnic areas.

(b) Findings. Because (i) all new development projects in the City are either required to provide on-site park facilities, or pay in-lieu fees to offset their attributable increased demand; and (ii) the Project's impacts to recreation are either mitigated to a less-than-significant level, or are less-than-significant without mitigation, the City finds that impacts related to recreation would not be cumulatively considerable. No mitigation measures are required for this less-than-significant impact.

L. Transportation and Circulation.

1. Mainline Freeways.

(a) Potential Impact. The Project's impacts to area mainline freeway segments (**Impact T-2**) are discussed in the Final EIR on pages 4.13-27 to 4.13-33. Based on Ventura County Congestion Management Program ("CMP") criteria, traffic attributable to the Project would not cause significant freeway impacts.

(b) Findings. Traffic attributable to the Project has been compared to, and analyzed against, CMP criteria. That comparison and analysis indicates that no significant mainline freeway impacts would occur as a result of increased traffic attributable to the Project. As such, the City finds that Project impacts to area mainline freeway segments will be less than significant. No mitigation measures are required for this less-than-significant impact. Furthermore, although not necessary to address a significant impact, the Applicant has agreed to make a voluntary fair share contribution towards 101 mainline improvements, based on the addition of 50 peak hour trips to the 101, south of Oxnard Boulevard.

2. Impacts to Bicycle and Pedestrian Facilities Between the Project Site and Area Schools.

(a) Potential Impact. Potential impacts to bicycle and pedestrian facilities between the Project site and area schools (**Impact T-4**) are analyzed in the Final EIR on pages 4.13-36 through 4.13-38.

The Project would not cause any route from the Project site to area schools to become less safe. Additionally, because of the distance from the Project site to these schools, the majority of the students who will be residents on the Project are not expected to walk or bike to school, and the route to the closest school (Rio Del Norte Elementary) does not include any major street crossings. As a result, such impacts would be less than significant.

(b) Findings. Because (i) the Project would not cause any route from the Project site to area schools to become less safe; (ii) the majority of the students who will be residents on the Project are not expected to walk or bike to school; and (iii) the route to the closest school does not include any major street crossings, the City finds impacts to bicycle and pedestrian facilities between the Project site and area schools will be less than significant. No mitigation measures are required for this less-than-significant impact.

3. Flooding at Ventura Road.

(a) **Potential Impact.** As discussed in the Final EIR on pages 4.13-38 and 4.13-39, Ventura Road is subject to periodic localized flooding during peak storm events at the under-crossing of the Union Pacific rail road tracks adjacent to the Project's proposed western entrance (**Impact T-5**). During these events the low-lying portion of the roadway is subject closure as a result of the flooding. Traffic traveling to and from the Project site could be temporarily inconvenienced during these peak storm events. However, because the closures are infrequent and temporary, and do not result in ongoing or long term impacts to traffic circulation, impacts would be less than significant.

(b) **Findings.** Because the closure of Ventura Road as a result of flooding is infrequent and temporary, and because it does not result in ongoing or long term impacts to traffic circulation, the City finds that such impacts will be less-than-significant. No mitigation measures are required for this less-than-significant impact. Nevertheless, the Applicant has agreed to fund an automatic pump at the underpass location, as specified in the Development Agreement, which will lessen the existing periodic flooding of the underpass. In addition, the City finds that this Project will have a net beneficial impact upon off-site drainage, due to the reduction in impervious surfaces on the Project site, which will incrementally improve flood levels in the underpass.

M. Utilities & Services Systems.

1. Impacts Related to Water Supply and Demand (Cumulative and Project-Specific).

(a) **Potential Impact.** Impacts related to water supply and increased water demand attributable to the Project (**Impact UTL-1**) are discussed in the Final EIR on pages 4.14-41 to 4.14-46.

The proposed Project would generate an estimated water demand of about 640 acre feet per year (AFY). Based on a detailed cumulative water supply assessment, the City's projected water supply is expected to be adequate to serve both the Project demands, as well as the cumulative demand of other anticipated future projects through the Year 2030. This conclusion is based on the reasonable assumption that the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program and M&I Supplemental Programs will be implemented as described in the Final EIR. Therefore, both the Project-specific and cumulative impact on water supply would be less than significant. Nevertheless, out of an abundance of caution, and to be conservative, the Final EIR provides several mitigation measures (listed below) to help further reduce Project-specific water demands and to provide additional assurance that planned new water supplies would be available in advance of Project-specific and other planned cumulative development.

Mitigation Measures:

UTL-1(a) On-site Domestic Water System. The on-site domestic water system shall include:

- A public pipeline systems which feed into separate water meters for each ownership. In addition, there shall be separate water meters for each multi-family unit townhouses, but not apartment units. The high-rise residential towers may be master-metered.
- A separate water meter (1) for the common landscape areas that would be connected to the future recycled water system.
- All domestic water pipelines shall adhere to DOHS requirements for separation between water and recycled water/wastewater pipeline.
- The developer shall be responsible for payment of capital improvement/connection fees, including all related “installation fees.”

UTL-1(b) On-site Recycled Water System. An on-site recycled water system shall include the following:

- The developer will be responsible for the pipeline extension from the mainline in Ventura Road to the property (either to construct the line or to reimburse the City if as part of the RWBS project, a service extension is made to the Oxnard Village property).
- The developer shall be responsible for the design and construction of the recycled water main pipeline system within the Oxnard Village development. The mainline shall be a public system with meters, as appropriate, to recycled water customers. Construction will be per City standard requirements with applicable fees. The design must allow for connection to the domestic water system until the time when recycled water is available. At that time the system will be switched from domestic water to recycled water.
- The developer shall provide a recycled water system that serves all practical irrigated areas and which is: (1) separated from the domestic water system, (2) constructed per the City’s Recycled Water Construction Standards (being developed), (3) irrigated at night and (4) properly signed. Note that the signs shall be installed once the system is fully operational.
- The portion of the irrigation intended for the future recycled water system shall be separately metered from that portion of the system

that will not be connected to the future recycled water system, if any.

- Until the recycled water system is operational, the common area irrigation system shall be connected to the domestic system. Once recycled water is available, and connection to the recycled water system is made, the developer shall remove the connection to the domestic water system. No domestic water back-up is needed, since the City will provide such back-up including an appropriate air gap facility as part of the City's system.
- Prior to the availability of recycled water, the developer shall be responsible for payment of the Recycled Water Connection Fee or the water connection fee, whichever is greater for facilities constructed.
- At such time as recycled water is available, the developer shall be responsible for all costs involved with the re-connection of the applicable portions of the irrigation system to the public recycled water system, including appropriate signage. Credits for connection fees shall be given by the City based on the size of the meter(s). Under no circumstance will there be a refund of water connection fees already paid.
- The developer shall be responsible for appropriate CCR's covering the use of recycled water within the property and for proper disclosures.
- Prior to submittal of subdivision improvement plans, the developer shall review with the City the potential for dual plumbing for the high-rise towers, whereby toilet facilities would be served by the recycled water system. No determination has yet been made regarding whether the City will desire to proceed with this plan. However, should the City decide that it is desired, all costs associated with the dual plumbing shall be borne by the developer.

UTL-1(c) Exterior Water Conservation. The developer shall incorporate exterior water conservation features, as recommended by the State Department of Water Resources, into the project. These shall include, but are not limited to:

- Landscaping of common areas with low water-using plants
- Minimizing the use of turf by limiting it to lawn dependent uses
- Wherever turf is used, installing warm season grasses

UTL-1(d) Grey Water. The developer shall, to the extent feasible, use reclaimed water for irrigation of landscaping and other uses if or when such water is available at the project site.

UTL-1(e) Drought-Tolerant Landscaping. The developer shall predominantly use vegetation that requires minimal irrigation (i.e., drought tolerant plant species) in all site landscaping where feasible for new plantings.

(b) Findings. Because the City's projected water supply is expected to be adequate to serve both the Project demands, as well as the cumulative demand of other anticipated future projects through the Year 2030, the City finds that impacts related to water supply and demand are less than significant. Although no mitigation measures are required for this less-than-significant impact, to be conservative, the City will nevertheless require that the Applicant provide an updated "will serve" letter, prior to issuance of the first permit for each phase of Project development, confirming that adequate water supplies are available to serve that Project phase.

2. Impacts Related to Solid Waste.

(a) Potential Impact. Impacts related to solid waste attributable to the Project (**Impact UTL-4**) are discussed in the Final EIR on pages 4.14-52 and 4.14-53. The proposed Project would generate an estimated 1,317 tons of solid waste per year. This is within the capacity of solid waste disposal facilities serving the City. Therefore, this impact is considered less than significant.

(b) Findings. Because the proposed Project will not generate solid waste in excess of the capacity of solid waste disposal facilities currently serving the City, the City finds that impacts related to solid waste will be less than significant. No mitigation measures are required for this less-than-significant impact.

3. Cumulative Impacts to Utilities and Utility Service Systems.

(a) Potential Impact. Cumulative impacts to utilities and utility service systems are discussed in the Final EIR on pages 4.14-53 to 4.14-55.

Water. As discussed, the proposed Project would not result in a cumulative impact on water supply or water infrastructure. Nevertheless, the City could face water shortages on account of uncertainties. Therefore, the Final EIR provides several recommended measures for implementation by the City and future developers, as necessary, to avoid or reduce the risk of potential future water shortages. See pages 4.14-53 to 4.14-55 of the Final EIR.

Wastewater. Build-out of cumulative projects in the City will continue to increase demands on the existing Oxnard Wastewater Treatment Plant ("OWTP"). However, the plant currently has the capacity to accommodate up to 31.7 MGD

(with 7.7 MGD of available capacity) and is planned to be expanded to have an ultimate capacity of 39.7 MGD in the year 2020. With the planned expansion, the City would maintain sufficient treatment capacity to serve planned and pending development. City general fund monies and wastewater treatment connection fees provide revenue for the necessary replacement and improvements to the wastewater treatment plant. Therefore, cumulative impacts relating to the local wastewater system are considered to be less than significant. Cumulative development would also increase the demand on the wastewater conveyance systems. Individual projects would be required to mitigate wastewater collection system impacts on a case-by-case basis. Funding for increases in sewer capacity and other improvements come from a combination of connection fees paid by developers and general fund monies. The wastewater conveyance connection fee is required so that necessary expansions to the sewage collection system can accommodate the City's new development. Compliance with these requirements would reduce cumulative impacts to wastewater collection systems to less-than-significant levels.

Solid Waste. Planned and pending development in the City would continue to increase City-wide solid waste generation. However, as discussed, existing area landfills continue to have capacity to accommodate additional solid waste. In addition, other landfills are available to the City as necessary. The City currently diverts about 69% of its solid waste. Because all new development in the City would be required to participate in current and planned solid waste reduction programs, it is anticipated that the City will maintain, or even improve upon, this diversion rate. Thus, significant cumulative impacts to solid waste facilities are not anticipated.

(b) Findings. Because (i) the proposed Project would not result in a Project-specific impact on water supply or water infrastructure or cause cumulatively considerable impacts on the same; (ii) the OWTP has sufficient capacity to accommodate wastewater generated by the proposed Project, and, with a planned expansion, sufficient capacity to serve planned and pending development; (iii) existing area landfills have sufficient capacity to accommodate additional solid waste generated from planned and pending development, and, additionally, other landfills are available to the City as necessary, the City finds that impacts to utilities and service systems are not cumulatively considerable. No mitigation measures are required for this less-than-significant impact.

N. Growth-Inducing Impacts.

1. Growth-Inducing Impacts Attributable to Economic & Population Growth.

(a) Potential Impact. The Project's potential growth-inducing impacts related to economic and population growth are discussed in the Final EIR on pages 5-1 and 5-2.

Construction of the Project will draw workers primarily from the existing regional work force. Therefore, the proposed Project would not be considered growth inducing from a temporary employment standpoint, and such impacts are considered less than significant.

The proposed Project would result in a decrease of permanent jobs. Current uses on-site to be replaced include residential, commercial and industrial uses, thereby decreasing on-site employment by approximately 257 jobs. Therefore, proposed uses within the Project site would not have an adverse affect on other employers in the region or attract workers from outside the region. Such impacts would be less than significant.

Based on the conservative city-wide estimate of 4.0 people per household, the net addition of 1,359 housing units (1,500 proposed minus 141 existing mobile home units on the site) would increase the current (2006) number of households in the City by about 2.7%. 5,436 new residents associated with Project build-out (1,359 net new units times 4.0 people) would make up approximately 26.5% of the projected City-wide population growth through 2015 and 17.2% of projected City-wide population growth through 2020. The net new 1,359 housing units associated with Project build-out would make up approximately 35% of the projected City-wide housing growth through 2015 and 18% of projected City-wide housing growth through 2020. Such increases in housing and population as a result of the proposed Project are within SCAG projections for the City. As such, impacts associated with population growth will be less than significant.

(b) Findings. Because (i) the Project will draw workers primarily from the existing regional work force; (ii) the Project would not have an adverse affect on other employers in the region or attract workers from outside the region; and (iii) increases in housing and population attributable to the Project are within SCAG projections for the City, the City finds that growth-inducing impacts resulting from economic and population growth are less-than-significant. No mitigation measures are required for this less-than-significant impact.

2. Removal of Obstacles to Growth.

(a) Potential Impact. The Project's potential growth-inducing impacts attributable to its possible removal of obstacles to growth are discussed in the Final EIR on page 5-2.

No new roadways or bike/pedestrian pathways are proposed in connection with the Project, other than those that would serve the site directly or those that would improve or reconfigure existing connections. The proposed Project would not require the extension of infrastructure in new locations that could serve additional, future development outside of already urbanized areas. Improvements

in infrastructure capacity would generally be sized to accommodate the Project, with some incremental increase in water line capacity, and would not facilitate substantial increases in land use intensity or density nor facilitate growth outside of already-developed areas. As such, impacts associated with any removal of obstacles to growth will be less than significant.

(b) Findings. Because the proposed Project would not (i) create any new roadways or bike/pedestrian pathways; (ii) require the extension of infrastructure in new locations that could serve additional development outside of already-urbanized areas; or (iii) improve infrastructure capacity beyond what is necessary to accommodate the Project, or facilitate substantial increase in land use intensity or density, or make growth outside of already-developed areas more feasible, the City finds the growth-related impacts attributable to the Project's possible removal of obstacles to growth are less than significant. No mitigation measures are required for this less-than-significant impact.

O. Global Climate Change.

1. Project-Specific Global Climate Change.

(a) Potential Impact. Project-specific impacts that might possibly cause global climate change are discussed in the Final EIR on pages 5-2 to 5.17.

As mentioned in Section III, under the discussion concerning the Project's possible cumulative contribution to GCC, quantitative significance thresholds for GCC have not yet been adopted by the State of California, or any particular air pollution control district, including VCAPCD. As a result, analysis of this possible impact is not technically required. Nevertheless, the EIR makes a good faith effort to analyze the Project's potential cumulative impact to GCC. See EIR, Section 5.2. That analysis is based on (i) recently established State-wide goals for reducing GHG emissions; (ii) a project-specific emissions inventory; and (iii) the methodologies recommended by the CAPCOA. The Final EIR concludes that out of the 22 recommended strategies to reduce GHG emissions at a statewide level, provided by the State's Climate Action Team, the Project is consistent with 18 of them. The other 4 are not applicable. As a result, the Project's potential impacts to GCC are most likely not cumulatively considerable. Nevertheless, to be conservative, and out of an abundance of caution, cumulative impacts to GCC are discussed in Section III (Significant and Unavoidable).

Conversely, with regards to Project-specific impacts to GCC, an individual project generally does not generate sufficient GHG emissions to directly influence GCC. Therefore, Project-specific impacts attributable to GCC are considered less-than-significant.

(b) Findings. Because an individual project generally does not generate sufficient GHG emissions to directly influence global climate change, the City

finds that Project-specific impacts to GCC are less than significant. No mitigation measures are required for this less-than-significant impact.

VI. Findings Regarding Alternatives Analyzed in the Draft EIR and Rejected.

A. Alternative 6.1 – No Project/ No Change to Existing Land Uses.

Alternative 6.1 assumes that the proposed improvements are not implemented, and that the existing commercial, industrial and residential (mobile home) uses continue to operate under fully leased conditions. Evidence submitted by the Applicant suggests that the Project site could rapidly return to a fully leased status in the event that the proposed Project is not approved. *See* Appendix to Findings, Exhibit A, letter from Essex Realty Management, dated August 12, 2008. It should also be noted that implementation of the No Project alternative would not preclude future renovations or expansions of structures or uses at the Wagon Wheel site, including those that could be found exempt from CEQA under City discretionary review.

The No Project alternative would avoid the proposed Project's environmental impacts in every issue area studied in the EIR with the exception of long-term water quality impacts. Water quality impacts would be reduced with the implementation of the Project, which includes some permeable surfaces and passive water quality measures, in comparison to the existing conditions, in that almost the entire site is currently paved or covered with structures and most runoff is untreated.

Despite avoiding most of the environmental impacts of the proposed Project, the No Project alternative would not provide new housing opportunities in Oxnard or revitalization of the Wagon Wheel site, as envisioned in the City's existing General Plan and approved Redevelopment Plan, and therefore, would not achieve important Project objectives.

The Planning Commission specifically finds that the "No Project" Alternative would not achieve the following Project objectives/benefits:

- (a) The Project drainage improvements that reduce flows to the El Rio drain, which is currently at over-capacity during flood events.
- (b) The Project's development of 225 units of new affordable housing, to satisfy the 15% inclusionary housing requirement in Health & Safety Code sections 33413(b)(2).
- (c) Improvements to the existing Esplanade overpass, to enhance existing pedestrian safety and access to the Esplanade Mall.
- (d) Improvements to the U.S. Highway 101 underpass to address existing periodic flooding, which impedes existing pedestrian and vehicle access.

- (e) Water infrastructure improvements to improve existing water pressure flow for the Oxnard Fire Department in the Northern Oxnard area.
- (f) A new transit station and associated mass transit services, including a potential Metro Link Train Station at the Project site.

Based on these factual findings, the City rejects the No Project Alternative because it does not satisfy basic Project objectives and because it would deprive the City of several public benefits.

B. Alternative 6.2 – Reduced/No Towers Project with School Site.

Alternative 6.2 would consist of 1,000 residential units, 500 fewer units than the proposed Project. This alternative would not include high rise towers, in order to reduce the Project's visual impacts, and would include a 15-acre school site, to reduce impacts to school facilities. (However, it must be noted that the Project fully mitigates its impacts upon schools by paying the fees required by state law and by the Applicant's Mitigation Agreement with the School District.) Traffic impacts would also be reduced compared to the Project, but again those impacts are fully mitigated in the EIR. Finally, this alternative would involve preservation of the historic structures for their historic uses and/or adaptive reuse consistent with the Secretary of the Interior's standards for historic structures. The proposed improvements, including the commercial space, would be similar to those of the proposed Project.

The reduced number of residential units, 33% less than the proposed Project, would be located in 3 and 4-story multi-family buildings, mixed used buildings and live-work units. Subterranean parking would not be required, as two car garages and on-street parking would satisfy the parking demands for residents and guests. Approval of a Specific Plan and General Plan Amendment would be required (similar to the proposed Project, as the land use and residential density would not be consistent with the current commercial zoning). This alternative would meet the Applicant's general objectives of redeveloping the Wagon Wheel site, with a residential Project and a neighborhood serving commercial component. (*See* subsection 2.5 of Final EIR, Project Objectives, and section 2.0, Project Description for a Statement of Objectives.) However, as explained below, this alternative's reduction of 500 units, a 33% decrease, is not deemed financially feasible for the successful implementation of this alternative. Furthermore, this alternative's proposed adaptive reuse of the historic structures is also not deemed financially feasible. Therefore, this alternative would not achieve one of its primary objectives, which is the successful preservation and adaptive reuse of those three historic structures.

With respect to this alternative's environmental impacts, compared to the Project, the Planning Commission incorporates the discussion of the Final EIR in section 6.2.1 through 6.2.1.4, as its Findings with respect to each of those impacts.

Findings Re Feasibility. The City finds Alternative 6.2 to be infeasible.

First, a reduction of 500 units renders this alternative financially infeasible because the one third drop in units, and corresponding one-third decrease in revenue, are anticipated to cause a financial loss of \$13 million dollars. *See* Appendix to Findings, Exhibit E, Memorandum to City Planning Manager, dated September 2, 2008. The City finds that the financial analysis submitted by the Applicant in Exhibit E has been independently reviewed by City Staff, with financial expertise, and that the analysis contained in Exhibit E has been deemed accurate and persuasive by City Staff with respect to the financial consequences of a 33% decrease in Project units and corresponding Project revenue. Based on the Council's independent review of Exhibit E, and City Staff's independent review of Exhibit E, the City finds this alternative financially infeasible, in that it would not be feasible for the Applicant to proceed with the Project. *See PRC* section 20181(a)(3), and based on that finding adopts the Statement of Overriding Considerations set forth below.

Second, with respect to the proposed preservation of the Wagon Wheel Motel and the two associated restaurant structures, the Council has independently reviewed and finds persuasive the economic and market assessment of adaptive reuse prepared by Economic Research Associates (ERA), which firm was retained by the Applicants to analyze the potential financial feasibility of this alternative and other alternatives that maintain the Wagon Wheel Motel and associated restaurant structures on site. *See* Appendix to Findings, Exhibit B, ERA Report dated August 19, 2008. The City has also independently reviewed and finds persuasive the report prepared by Pat McCarthy Construction, Inc., dated August 14, 2008, and the supplemental letter from that firm dated August 19, 2008, with respect to the construction costs and physical feasibility of rehabilitating the three historic structures on the Project site. *See* Appendix to Findings, Exhibits D and E, reports from Pat McCarthy Construction, Inc., dated August 14, 2008 and supplemental letter dated August 19, 2008. City Staff have also independently reviewed the information submitted by ERA and Pat McCarthy Construction, Inc., and based on their experience in assessing the accuracy and validity of such information, have determined that the reports prepared by ERA and Pat McCarthy Construction, Inc., are generally consistent with professional standards for such work, and Staff concur with the conclusions stated in making Staff's determination with respect to the financial infeasibility of this alternative, in preserving the three historic structures. The Council specifically relies upon the expert opinion of ERA; the expert opinion of Pat McCarthy Construction, Inc.; and the independent assessment of City Staff, in finding this Alternative financially infeasible. *See PRC* section 21081(a)(3), economic infeasibility.

Furthermore, with respect to this preservation alternative, the City finds that there is no guarantee that the rehabilitation effort would, in fact, preserve the historic structures, due to the extensive dry rot, terminate infestation, and other significant reconstruction challenges that are set forth in the report by Pat McCarthy Construction, Inc., dated August 14, 2008; and the supplemental letter dated August 19, 2008. Consequently, the Council independently finds that this proposed alternative is not feasible based upon physical, technological and other factors that would preclude its successful implementation. *See PRC* sections 21002; 21002.1(b) and (c); 21061.1 (definition of "feasible"); 21081(a)(3) and CEQA Guidelines section 15364.

Furthermore, the City has determined that although this alternative may reduce certain impacts relative to the proposed Project, it is less desirable to the City because it will not

provide the same level of affordable housing as the proposed Project, nor will it generate the same level of economic benefit to the City as the proposed Project. The City specifically finds that Alternative 6.2 (the reduced residential density alternative) would not achieve the following Project benefits:

- (a) The Project's development of 225 new affordable housing units. (In comparison, this Alternative 6.2 would generate 150 affordable housing units pursuant to the 15% inclusionary housing requirement in Health & Safety Code sections 33413(b)(2).)
- (b) The Project's development of new housing units, in the three residential towers, that are located well above the traffic noise from the nearby 101 freeway, and are thus less affected by freeway noise.
- (c) The Project's generation of \$328 million in gross tax increment (property tax) to the City (\$139 million net tax increment).
- (d) The Project's \$65 million contribution to the City's affordable housing set aside funds, which is in addition to the tax increment funds.
- (e) The removal of an existing public safety hazard associated with the Wagon Wheel Motel and associated structures, which currently invite use by criminal elements, as evidenced by the testimony/submissions of police officials.
- (f) The Project's support of the 50,000 square feet of commercial development, as compared to 500 fewer residential units adjacent to those new businesses in Alternative 6.2.

C. Alternative 6.3 – Build-out under Existing General Plan/Zoning Designations.

Alternative 6.3 contemplates the construction of 479,000 square feet (sf) of two-story retail development and 810 three-story townhouses. The existing on-site historic structures would be renovated and would remain, whether in their original uses or adaptive reuse.

Specifically, this alternative involves development of the site in accordance with the General Commercial Plan development (C-2-PD) and commercial and light manufacturing (CM) Zone District height and density limits, while still achieving the fundamental Project objectives of redeveloping the Wagon Wheel site with residential and commercial uses.

The City specifically incorporates as its findings with respect to the environmental impacts associated with this alternative, the statements set forth in section 6.3.1 through 6.3.1.4 of the Final EIR with respect to environmental impacts.

Findings Re Feasibility.

With respect to the proposed preservation of the Wagon Wheel Motel and the associated restaurant structures, the City has independently reviewed and finds persuasive the economic and market assessment of adaptive reuse prepared by Economic Research Associates (ERA), which firm was retained by the Applicant to analyze the potential financial feasibility of this alternative and other alternatives that maintain the Wagon Wheel Motel and associated restaurant structures on site. *See* Appendix to Findings, Exhibit B, ERA report dated August 19, 2008. The City has also independently reviewed and finds persuasive the report prepared by Pat McCarthy Construction, Inc., dated August 14, 2008, and the supplemental letter from that firm dated August 19, 2008, with respect to the construction costs and physical feasibility of rehabilitating the three historic structures on the Project site. *See* Appendix to Findings, Exhibit D and E. City Staff have also independently reviewed the information submitted by ERA and Pat McCarthy Construction, Inc., and based on their experience in assessing the accuracy and validity of such information, have determined that the reports prepared by ERA and Pat McCarthy Construction, Inc., are generally consistent with professional standards for such work and concur with the conclusions stated in making its determination with respect to the financial feasibility of this alternative in preserving the three historic structures. The City specifically relies upon the expert opinion of ERA; the expert opinion of Pat McCarthy Construction, Inc.; and the independent assessment of City Staff, in finding this alternative 6.3 financially infeasible in preserving the historic structures on the Project site.

Furthermore, with respect to this preservation alternative, the City finds that there is no guarantee that the rehabilitation effort would, in fact, preserve the historic structures, due to the extensive dry rot, termite infestation, and other significant reconstruction challenges that are set forth in the report by Pat McCarthy Construction, Inc., dated August 14, 2008, and the supplemental letter dated August 19, 2008. Consequently, the City independently finds that this proposed alternative is not feasible based upon physical, technological and other factors that would preclude its successful implementation.

Furthermore, the City has determined that although this alternative may reduce certain impacts relative to the proposed Project, it is less desirable to the City because it will not provide the same level of affordable housing as the proposed Project, nor will it provide certain other Project benefits.

The City specifically finds that Alternative 6.3 would not achieve the following Project benefits:

- (a) The Project's development of 225 units of new affordable housing to satisfy the 15% inclusionary housing requirement in Health & Safety Code sections 33413(b)(2).
- (b) The Project's improvements to the existing Esplanade overpass, to enhance existing pedestrian safety and access to the Esplanade Mall.
- (c) The Project's improvements to the 101 underpass, to address existing periodic flooding which impedes existing pedestrian and vehicle access.

- (d) The Project's water infrastructure improvements, to improve existing water pressure flow for the Oxnard Fire Department in the Northern Oxnard area.
- (e) The Project's development of a new transit station and associated mass transit services, including a potential Metro Link Train Station at the Project site.

D. Alternative 6.4 -- Increased Commercial/Decreased Residential and Reconfigured Specific Plan.

Alternative 6.4 is based on a revised version of Bud Smith's circa 1990s proposal for the 64-acre site, and consists of 130,000 sf of general commercial development, 1.45 million sf of office space, a 16,000 sf restaurant and 250 residential units in buildings of up to eight stories. In this Alternative 6.4, the existing on-site historic structures would be renovated and would remain, whether in their original uses or adaptive reuse, which was not part of Bud Smith's circa 1990's proposal for redevelopment of the 64-acre site. Structural components of the Project would be set back greater distances from Highway 101 and the railroad tracks, to reduce noise and air quality impacts.

Approval of a Specific Plan and General Plan Amendment would be required, since the proposed Alternative 6.4's use and building heights would not be consistent with current zoning. This alternative would meet the Applicant's general objectives of redeveloping the Wagon Wheel site with a mixed use project, although at a much different ratio of residential to commercial uses than that of the proposed Project. (Please *see* subsection 2.5 Project Objectives and Section 2.0 Project Description in the Final EIR.) Although this alternative would meet many of the proposed Applicant's objectives, as explained in detail above, the preservation and adaptive reuse of the three historic structures, including the Wagon Wheel Motel, is not deemed financially or physically feasible by the City based upon substantial evidence in the record, including the Appendix to these Findings.

With respect to environmental impacts, the City adopts and incorporates as its Findings, the discussion of environmental impacts with respect to this alternative in section 6.4.1 through 6.4.1.4 of the Final EIR.

E. Alternative Sites 6.5 (Alternative Sites).

Other sites that could physically accommodate the proposed Project may be present in the City of Oxnard, and some sites have land use designations that would accommodate the general scale of the proposed Project. However, the fundamental objective of the proposed Project is to redevelop the Wagon Wheel site, which is a General Plan objective. Relocating the Project to another site would not achieve this fundamental redevelopment objective at an area critical for the City, *i.e.*, the City's gateway from the 101 freeway. Moreover, the Applicant does not have access to other sites, and has already made a substantial investment in the current Project site. *See* Appendix to Findings, Exhibit E, Memorandum to

City Planning Manager, dated September 2, 2008. Therefore, relocating the Project to another site would not be feasible from either an economic, physical or timing standpoint.

F. Additional Findings Regarding Alternatives.

1. The Environmentally Superior Alternative

The CEQA Guidelines require that an environmentally superior alternative to the Project be identified in an EIR. The CEQA Guidelines also require that “if the environmentally superior alternative is the ‘No Project’ alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives.” CEQA Guidelines Section 15126(e)(2). In general, the environmentally superior alternative should minimize adverse impacts to the environment, while still achieving the basic project objectives.

In order to determine the environmentally superior alternative among the other alternatives examined in this section, environmental impacts were compared using analyses from the Project impact sections analyzed in Section 4.0 of the Final EIR (which are also discussed above, in Sections III, IV and V).

The No Project Alternative would avoid most of the Project's impacts with one notable exception related to water quality, in that the proposed Project (with mitigation) could have a net beneficial impact to both the quality and quantity of stormwater runoff.. However, the No Project alternative would not fulfill the basic objectives of the Project stated in section 2.0 of the Final EIR, Project Description.

Among the other alternatives considered, the existing General Plan and Zoning Ordinance alternative, No. 6.3, would be considered environmentally superior because it would reduce impacts in many issue areas, would eliminate the unavoidably significant historic resource impacts of the proposed Project, and could potentially reduce visual resource impacts to below levels of significance. As previously explained, however, this alternative is not deemed financially feasible nor physically feasible with respect to the proposed adaptive reuse of the three historic structures. *See* Appendix to Findings, Exhibits C, D and E. Moreover, this alternative would also generate fewer total housing units, and thus fewer affordable inclusionary units under the 15% inclusionary housing requirement in state law. Consequently, although this alternative is deemed to be the environmentally superior alternative, after the No Project alternative, it is rejected by the City Council Planning Commission because it is deemed to be financially infeasible, physically infeasible, and in that it does not obtain certain critical objectives of the City with respect to the Project site. *See* more detailed discussion of these findings in section VI(C) re Alternative 6.3.

VII. Statement of Overriding Considerations.

The Planning Commission hereby declares that, pursuant to State CEQA Guidelines Section 15093, the Planning Commission has balanced the benefits of the Oxnard Village Specific Plan Project against any unavoidable environmental impacts in determining

whether to approve the Project. If the benefits of the Project outweigh the unavoidable adverse environmental impacts, those impacts may be considered “acceptable.”

The Planning Commission hereby declares that the Final EIR has identified and discussed significant effects which may occur as a result of the Project. With the implementation of the mitigation measures identified in the Final EIR, these effects can be mitigated to a level of less than significant except for certain unavoidable significant impacts as discussed in the Findings of Fact adopted by the Planning Commission.

These unavoidable adverse impacts of the Oxnard Village Specific Plan Project include: (1) substantial alteration of the visual character of the project site through the introduction of three high-rise structures surrounded by relatively dense low- and mid-rise development to a site which is primarily developed with one- and two-story structures and surface parking lots; (2) the project would partially block public views of the Transverse Ranges to the north, and of the Santa Monica Mountains to the east, that are identified as view corridors in the City’s General Plan; (3) considerable contribution to the significant cumulative change to the aesthetic character in the northern area of Oxnard; (4) demolition of historic structures (the Junction and Wagon Wheel Motels, Wagon Wheel Restaurant, El Ranchito Restaurant and Wagon Wheel Bowling Alley); and (5) considerable contribution to the significant cumulative impact on historic resources in Oxnard.

The Final EIR for the Project recognizes that certain specified adverse environmental impacts may be caused by the approval and construction of the Project, which may not be mitigated to a level of insignificance by the application of feasible mitigation measures or a feasible alternative to the Project. Despite the finding in the Final EIR that such unavoidable adverse environmental impacts may be caused by the Project, the Planning Commission nevertheless finds, after a thorough and independent review and consideration of such potentially adverse environmental impacts, that certain economic, legal, social, technological and other benefits of the Project, as more specifically identified herein, outweigh those unavoidable adverse environmental impacts. Those impacts are therefore deemed to be acceptable to the City. Each of the benefits and objectives set forth below constitutes an independent overriding consideration, warranting approval of the Project despite its unavoidable impacts. Furthermore, the City finds that even if any other environmental impacts were determined to be significant, rather than the less significant, the City would nevertheless still find that such additional impacts are also outweighed by the Project’s benefits and objectives, as stated below.

In general, the Project site provides an appropriate location for the envisioned residential, and commercial uses that will provide employment, housing, and increased property and sales tax revenue opportunities to the City, its residents, and visitors, and includes the following specific benefits

- The Oxnard Village Specific Plan will further key objectives of the General Plan, including the Community Design Element’s Objective 4, to revitalize areas of the City that are currently deteriorated or detract from the visual quality of the City, by replacing an underutilized and deteriorating commercial/industrial neighborhood with

a master-planned residential and commercial project. (Please see Section 4.1 *Aesthetics* and Section 4.8 *Land Use and Planning* of the EIR.)

- The Oxnard Village Specific Plan will further Community Design Element Objective 6, to upgrade major entryways to the City, by improving the Oxnard Boulevard and Wagon Wheel Road Highway 101 exit gateways to Oxnard with landscaping and signage to enhance the City's image and sense of place. (Please see Section 4.1 *Aesthetics* and Section 4.8 *Land Use and Planning* of the EIR.)
- The Oxnard Village Specific Plan will further key objectives of the HERO Project Area, including the objective of rehabilitation or reuse of "key commercial properties such as Wagon Wheel." (Please see Section 4.8 of the EIR, *Land Use and Planning*.)
- Implementation of the Project would add to the diversity of housing opportunities, including 225 new affordable housing units as required by the 15% inclusionary housing requirement in state law, *Health and Safety Code* section 33413(b)(2), which includes the 100% replacement of all 115 occupied mobile home units with larger new apartments, matching in affordability the income levels of the current mobile home park residents. (Please see Section 4.10 of the EIR, *Population and Housing*.)
- The Oxnard Village Specific Plan Project will improve the quality and reduce the quantity of storm runoff from the project site that is discharged to the Santa Clara River. (Please see Section 4.7 of the EIR, *Hydrology and Water Quality*.)
- The Oxnard Village Specific Plan Project will construct sewer, water and storm drain facility improvements consistent with the City of Oxnard's Infrastructure Master Plans that will benefit surrounding areas as well as the project site.
- The Project will provide an automatic pump at the U.S. Highway 101 underpass to help reduce the current periodic flooding at that location, which currently impedes pedestrian and vehicle access. (Please see Section 8.0 of the EIR, *Response to Comments*.)
- The Oxnard Village Specific Plan Project will place higher density housing on a site with direct access to mass transit and major transportation corridors. The project will construct a transit center, with platform and 50 transit designated spaces in immediate proximity to the Union Pacific Railroad tracks. (Please see Section 2.0 of the EIR, *Project Description*.)
- Implementation of the Project will enhance the City's economic base from revenues derived from increased sales taxes, property taxes, and other fees, taxes and exactions, including \$328 million in gross tax increment (\$139 million net) and \$65 million in affordable housing set aside funds.

These findings are based upon all documents and records contained within the City's files with respect to the Project, including but not limited to the entire record of proceedings as defined in Section II.C above.

The Planning Commission hereby declares that the foregoing benefits provided to the public through approval and implementation of the Specific Plan outweighs the identified significant adverse environmental impacts of the Project, which cannot be mitigated. The Planning Commission finds that each of the Project benefits outweighs the unavoidable adverse environmental effects identified in the EIR and therefore finds those impacts to be acceptable.

Exhibits

A – Essex Letter dated August 12, 2008

B – ERA Report dated August 12, 2008

C – Pat McCarthy Construction Report dated August 14, 2008

D – Pat McCarthy Construction Report dated August 19, 2008

E – September 2, 2008 Correspondence to Planning Manager from Jasch Janowicz

APPENDIX TO CEQA FINDINGS
and
STATEMENT OF OVERRIDING CONSIDERATIONS
FOR OXNARD VILLAGE SPECIFIC PLAN PROJECT
S.P.A. No. 08-630-02

----- Forwarded Message

From: Jasch Janowicz <jasch@dalygroupinc.com>

Date: Mon, 25 Aug 2008 14:59:57 -0700

To: Kathleen Mallory <KMallory@PandES.net>, Kathleen Mallory <kathleen.mallory@ci.oxnard.ca.us>, James Rupp <james.rupp@ci.oxnard.ca.us>

Cc: Rick Zeilenga <rzeilenga@szrlaw.com>, Vince Daly <vince@dalygroupinc.com>

Conversation: Wagon Wheel Industrial

Subject: FW: Wagon Wheel Industrial

Kathleen and Jim:

I have attached for the record, an expert opinion letter from our long-term property management firm confirming that the Wagon Wheel site could in fact be fully leased-up again if the proposed re-development project did not move forward.

This letter will serve as the basis for substantiating that traffic from a fully leased wagon wheel shopping/industrial center would be worse when compared to the proposed redevelopment project.

Regards,

Jasch Janowicz

The Daly Group

phone: 818.889.7252

fax: 818.889.7085

EXHIBIT A

ESSEX

Essex Realty Management, Inc.

August 12, 2008

Mr. Vince Daly
Daly Owens Group
31238 Via Colinas, Suite F
Westlake Village, CA 91362

**Re: Wagon Wheel Industrial Park
Oxnard, California**

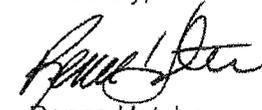
Dear Vince:

I understand you need information about what types of tenants might be relocated into the Wagon Wheel Industrial Park if it were to become available for rent again. As I mentioned to you on the phone, I think a conservative place to start is with the tenant mix that formerly occupied the property. Attached is a spreadsheet that provides general information on each space and the tenant that formerly occupied it. I've excluded the motel property as it's not something that can be leased again without significant repairs.

I've managed the Wagon Wheel area for over 10 years and during that time I maintained an occupancy rate of over 90% in part due to the high demand for this type of property. Had we not encouraged tenants to vacate because of our redevelopment plans, we would still have a fully leased property filled with long term tenants. Even as it stands today, I continue to field calls from interested parties who would like to rent space. If we were to open it up for rent, I am confident that we would have it filled with tenants again.

Please let me know if you have any questions or if I can be of any further assistance.

Sincerely,



Renee Hatcher
Property Manager

/rph
Enclosure

Wagon Wheel Industrial Park

Former and Current Tenant Occupancy Information

Address	Square Footage	Tenant name & business use
Office Use		
2630 Saddle #101	1,100	Kato - office use
2630 Saddle #103	1,100	Piraeger - office use
2630 Saddle #201	1,150	Gonzales - office use
2630 Saddle #204	405	Molly Maids - office use
2630 Saddle #205	695	Western Sequoia - office use
2575 Wagon Wheel	4,254	Giroux - office, education, testing
2605 Wagon Wheel	800	BMB Manufacturing - office
2635 Wagon Wheel	2,500	AA - office & meeting space
2650 Saddle	1,600	Quashen - office & meeting
310 Winchester	1,000	Anderson - office

14,604

Manufacturing/service/warehouse

2601 Underpass	3,342	The Shirt Lady - printing
2603 Underpass	8,000	Carpet Warehouse - flooring
2607 Underpass	5,000	Tiger - commercial laundry
2609 Underpass	4,000	Thompson - wholesale floral
2613 Underpass	6,000	Greg - moving company
2615 Underpass	2,000	Gelinas - storage & office
2617 Underpass	5,780	D.M. - door & window sales
2623 Saddle	10,184	Besamat - machine shop
2627 Saddle	2,720	West - machine shop
2629 Saddle	5,515	Hernandez - trucking & delivery
2633 Saddle	7,320	Blue Ribbon - drapery & flooring
2639 Saddle	11,100	US Air - wholesale hvac supplies
2705 Saddle	7,390	FRC - warehouse & distribution
2645 Wagon Wheel	2,500	Hermitage - mobile home sales
2665 Wagon Wheel	65,340	BMB - mobile home sales
2640 Buckaroo	49,019	York - records storage
306 Cactus	1,800	Lupo - manufacturing & repairs
311 Cactus	2,870	Chong - lawnmower sales & service
314 Cactus	19,717	York - records storage
329 Cactus	4,100	York - records storage
330 Cactus	8,400	Santa Monica - carpentry shop
333 Cactus	9,320	Laszlo - fireplace sales & service
335 Cactus	18,681	York - records storage
350 Cactus	32,364	Goodwill - warehouse & distribution
334 Winchester	2,005	Limon - metal plating
338 Winchester	1,000	Taylor - animal kennel
342 Winchester	4,035	Tegland - plumbing supplies & service
344 Winchester	5,035	MVS - maintenance shop & storage
346 Winchester	1,166	City of Oxnard - storage
350 Winchester	9,040	Scripps - newspaper warehouse & distr.
358 Winchester	6,052	Smith - plumbing supply & service

320,795

Restaurant/retail/other

2700 Buckaroo	21,799	ARC - adult daycare & education
2700 Buckaroo #B	17,321	Church facility
2611 Wagon Wheel	14,200	Lopez - nightclub
2631 Wagon Wheel	68,000	Ayala - used car sales lot
2639 Wagon Wheel	3,783	American Legion - restaurant/bar & meeting space
2705 Wagon Wheel	1,512	Lizbro - car rentals
2801 Wagon Wheel	31,690	Bowling Alley
2821 Wagon Wheel	6,000	Oxnard Oak - retail furniture
2765 Wagon Wheel	3,631	Kato - restaurant & bar
2730 Buckaroo	1,056	Oxnard Dist - pool supplies
2731 Buckaroo	14,400	Pacific View - roller rink
304 Cactus	3,750	Master Bedroom - retail furniture
2603 Wagon Wheel	5,000	Williams - retail motorcycle sales
300 Winchester	750	Eads - wig sales

192,892**Wagon Wheel Retail Center****Former and Current Tenant Occupancy Information****Restaurant/retail/other**

800 Wagon Wheel	2,363	Arceo - scrapbook and supplies
802 Wagon Wheel	787	Gains - bakery
804 Wagon Wheel	2,491	Masuda - restaurant
808 Wagon Wheel	1,245	Computer sales & repair
810 Wagon Wheel	1,245	Fabric Store
816 Wagon Wheel	1,200	Luna - hair salon
820 Wagon Wheel	1,260	Koller - coin store
824 Wagon Wheel	1,971	Song - physical therapy
828 Wagon Wheel	3,000	Salzbert - slotcar raceway & supplies
830 Wagon Wheel	66,640	Ice skating rink
835 Wagon Wheel	14,000	Ice skating rink
840 Wagon Wheel	5,112	Pelaton - Gym
850 Wagon Wheel	5,758	Pelaton - Gym
862 Wagon Wheel	9,419	Grip N Rip - restaurant & bar
868 Wagon Wheel	2,367	retail space
874 Wagon Wheel	1,002	Powers - bakery
878 Wagon Wheel	1,608	MacKinnon - dance school
880 Wagon Wheel	3,000	MacKinnon - dance school
886 Wagon Wheel	1,100	Lyman - office
890 Wagon Wheel	2,750	Murphy - dental office
889 Wagon Wheel	6,000	Vista - paint & supplies

134,318**Total: 662,609**

----- Forwarded Message

From: Jasch Janowicz <jasch@dalygroupinc.com>

Date: Tue, 19 Aug 2008 22:15:37 -0700

To: Kathleen Mallory <KMallory@PandES.net>, Kathleen Mallory <kathleen.mallory@ci.oxnard.ca.us>, Curtis Cannon <curtis.canon@ci.oxnard.ca.us>, Abe Leider <aleider@rinconconsultants.com>, Rick Zeilenga <rzeilenga@szrlaw.com>

Cc: Vince Daly <vince@dalygroupinc.com>

Conversation: ERA - Wagon Wheel Re-Use Feasibility Study

Subject: ERA - Wagon Wheel Re-Use Feasibility Study

Curtis/Kathleen/Abe:

I have attached the Financial Feasibility Analysis for re-use of the Wagon Wheel Motel/Restaurant and El-Ranchito Restaurant. The report was prepared by Economics Research Associates, with renovation construction cost estimates provided by Pat McCarthy Construction, Inc.

Please let me know if you need any additional information from us or the consultant.

Curtis: please let me know if your independent review of the report requires us to provide any additional information to your department.

Regards,

Jasch Janowicz

The Daly Group

phone: 818.889.7252

fax: 818.889.7085

EXHIBIT B



Economics Research Associates

Memorandum

Date: August 19, 2008

To: Oxnard Village Investments, LLC

From: Sabrina Liu, Associate
Michael Wright, Principal

RE: Economic and Market Assessment of Adaptive Reuse Potential for Three Properties on Wagon Wheel Site

ERA No. 17977

Introduction

Economics Research Associates was retained by Oxnard Village Investments, LLC (OVI) to provide an assessment of the financial viability of either adaptively reusing three existing structures located on the eastern portion of OVI's project site or continuing the previous uses after rehabilitation. The three structures include:

- The Wagon Wheel Motel, a 280,000 square-foot property containing 106 rooms and a 500 square-foot motel office.
- The Wagon Wheel Restaurant, a 6,000 square-foot restaurant attached to the Motel.
- The El Ranchito, a 3,631 square-foot stand-alone restaurant.

Specifically, ERA has been tasked with the following:

- Provide an assessment of the site's attributes as a location for revised operation of the renovated properties.
- Provide an assessment of the current and near-term market in northern Oxnard for motel, office, and restaurant development
- Provide a financial feasibility assessment of the adaptive reuse potential for the three properties.



- Provide a property tax impact assessment of the three properties (1) if they are kept in place and renovated and (2) if they are developed with townhomes.

Summary of Findings

In this report, ERA assessed two scenarios for rehabilitation and reuse of the Wagon Wheel Hotel & Restaurant and the El Ranchito Restaurant: 1) Renovating the Wagon Wheel Motel and the two restaurants while maintaining their previous uses; or 2) Renovating the Wagon Wheel Motel and the two restaurants, but converting the motel into small office units.

For this analysis, ERA reviewed and utilized the following information:

- Motel, hotel and restaurant inventory and performance data for the Oxnard Ventura Metropolitan Statistical Area (the MSA);
- MSA-level data for commercial office space inventory and performance;
- A development cost estimate provided by McCarthy Construction Inc. for the complete renovation of the three structures, including necessary code compliance upgrades;
- A set of financial pro formas developed by ERA designed to measure the likely return on investments (ROI) for two motel reuse scenarios - (1) renovation of the motel property for use as a motel; and (2) renovation of the motel property for adaptive reuse as leasable commercial office space.

Based on our analysis of the local market and the investment potential for the two renovation scenarios, we conclude that both scenarios 1 and 2 are not financially viable, and would not be pursued by any reasonably prudent land owner or investor.

Furthermore, we also conclude that both scenarios 1 and 2 would generate substantially less revenue for the City's Redevelopment Agency, the City's Affordable Housing Fund, and the City's General Fund as compared to the proposed Oxnard Village Project.

Pursing an adaptive re-use strategy for the Wagon Wheel Motel & Restaurant and the El Ranchito Restaurant will yield below industry average ROIs and result estimated loss of tax increment of \$629,200 annually. The following table summarizes the result of financial and tax increment analysis.



Financial Performance	Renovation	Industry Average	Net Difference
ROI of the Motel Renovation	6.0%	6.6%	-0.6%
ROI of Adaptive Reuse as Office	2.8%	5.1%	-2.3%
ROI of the Hotel Restaurant	2.5%	5.8%	-3.3%
ROI of El Ranchito	2.7%	5.8%	-3.1%

Property Tax Impact	Renovation	Village Development	Net Difference
Tax Increment	\$100,402	\$729,581	-\$629,179

The low ROI is driven by high investment and low revenue potential. The subject properties are in poor condition. The stairs of the two-story motel building are separated from the building and there are large cracks in the blocks. A number of ranch style rooms have missing floors, leaning structure, and strong odors possible from water or sewage problems. None of the rooms have any furniture at this point. New water supply lines and onsite sewer systems need to be installed. None of the existing HVAC equipment or ducting is salvageable. Service main panels have been stripped of their switchgear and most of the building wiring has been scavenged. The total rehabilitation cost for the three structures is \$7.8 million.

Even with the high investment, the potential revenues from the renovated properties will be below the market average. Caltrans' recent modifications to the Wagon Wheel Road/Oxnard Boulevard/Highway 1 have reduced the visibility and accessibility of the motel and restaurants. In addition, the environment immediately surrounding the motel/restaurant facilities are in poor condition¹. Hotel demand in the City of Oxnard

¹ It should also be noted that the EIR alternatives all assume that the area around the Wagon Wheel Motel and the two restaurants will be redeveloped with a smaller version of the Oxnard Village Project, thus eliminating the current blighted areas that surround those three structures. That would arguably be of some benefit to rental rates /room rates, in that the surrounding blight would be removed. However, the smaller Oxnard Village Project assumed in the four EIR alternatives would also have detrimental effects on the viability of the Motel and restaurants, after renovation, because access would be further restricted with changes to the circulation plan and visibility from nearby roads would also be further impaired by the construction of the Oxnard Village Project. Under either scenario, the surrounding blight remains or is removed, ERA concludes that the likely rental rates or motel room rates would be below that necessary to make Scenarios 1 or 2 economically viable.



and Ventura MSA is in branded mid-scale and luxury segments. Several economy and independent motels/hotels have closed down because they can not compete with newly-opened, better quality hotel chains such as Hilton, Marriott, and Residence Inn. Motels still in business have reported stagnant average daily room rates (ADR) and relative low occupancy rates. An addition of a 106-room motel will potentially drive down ADR in order to maintain average occupancy rates. ERA believes that the renovated Wagon Wheel Motel could only achieve about \$50 ADR.

The Motel does not generate sufficient demand to have an on-site restaurant; therefore, the restaurants need to attract local residents. The site is not a good location for a neighborhood, stand-alone restaurant, as the site has poor visibility from a major thoroughfare and the surrounding environment is in decline¹. The newly developed shopping centers such as Esplanade Shopping Center and the RiverPark development have added or will add up to 2.4 million square feet of retail space, further making the site less competitive. ERA believes that the renovated restaurant could only ask for \$10-\$12 rents per square-foot annually in order to compete with restaurant space with better location.

Oxnard has not seen any addition of Class-C office space since 1996. Average rental rates have grown at an annual compound rate of approximately 1% during the last ten years, indicating stagnant demand. ERA's analysis shows that even with an average market rental rate of \$18 per square-foot annually, the office re-use rehabilitation project yields a ROI 2.3% lower than industry average.

The loss of tax increment is due to the fact that the site will have much higher assessed value if the site is developed with townhomes. The renovated property is estimated to have a total assessed value of \$10.8 million, while the 137 townhomes proposed on the subject property are estimated to have a total assessed value of \$73.8 million. The \$63 million decrease in assessed values results in \$629,200 loss in tax increment annually if the three properties are renovated instead of developed with townhomes.

Property Description

Figure 1 shows the subject property which includes three properties assessed in this report:

1. The Wagon Wheel Motel, located at 2751 Wagon Wheel Road;



2. The Wagon Wheel Restaurant, located at 2755 Wagon Wheel Road; and
3. El Ranchito Restaurant, located at 2765 Wagon Wheel Road.

The Wagon Wheel Motel and Restaurant has 106 rooms, a 6,000 square-foot restaurant, and about 500 square feet of back office for hotel administration use. El Ranchito Restaurant is a stand-alone property of approximately 3,600 square feet.

The subject properties are part of a 64-acre complex including the Wagon Wheel Motel and Restaurant, El Ranchito Restaurant, Wagon Wheel Bowl, a retail shopping center, industrial units, and a mobile home park. Shown in Figure 1, the complex is bounded by CA Hwy-101 to the north, Oxnard Boulevard to the east, the Southern Pacific Railroad and El Rio Drain to the south, and North Ventura Road to the west.

The Wagon Wheel Motel and Restaurant were first constructed in 1947 by Martin Smith, and a free-standing 12 unit, two-story motel addition was completed in 1953. The Motel was a popular stop for travelers between Los Angeles and Santa Barbara during 1950s to 1970s. Mr. Smith originally operated the motel and restaurant but eventually turned over the operations to various tenants starting in 1970s. The motel couldn't compete with other hotels in the area so it sought after a different clientele. The State of California was paroling sex offenders to the motel and subsidizing the rent payment. The motel was closed in December 2006. The El Ranchito Restaurant was built around the same time as the motel, and it closed in 2004 when the last owner stopped making rent payments.

Figure 1: Wagon Wheel complex



Source: Google Earth and Economics Research Associates

Oxnard Village Investments, LLC bought the subject site in 2003 and proposed a transit-oriented development called The Village. The Village proposes a mix of commercial and residential uses with architectural styles reminiscent of a European village and architectural styles historically found throughout Oxnard and greater Ventura County. Planned uses include a mix of neighborhood serving retail, restaurants, commercial office, live-work, residential, transit and recreational opportunities. A land use summary is presented in Figure 2.



Figure 2: The Village land use summary

Land Use	Gross Acreage	Target Commercial SF	Target Unit Count
High Density Residential	28.0		679
Live/Work	0.6	4,000	14
Very High Density Residential	2.1		112
High Rise Residential	4.8		442
Mixed Use	8.0	46,400	253
Transit Center	0.6		
Parks and Open Space	6.3		
Other	12.9		
Total	63.3	50,400	1,500

Source: The Village Specific Plan and Economics Research Associates

Site Assessment

Currently, Spur Road and Wagon Wheel Road are the east and west entrances to the complex. Spur Road is accessible through Oxnard Boulevard which connects to Hwy-101 Oxnard Interchange. Wagon Wheel Road is accessible through North Ventura Road and Hwy-101 Ventura Road Interchange. Hwy-101 is the major highway connecting southern California and central California. Average daily traffic on Hwy-101 south-bound Oxnard Interchange was 131,000 cars in 2007, and traffic on north-bound Oxnard Interchange was 153,000 cars in 2007 according to California Department of Transportation. Hwy-101 Oxnard Blvd Interchange is only 0.2 miles from the complex and is one of the major freeway off-ramps for the City of Oxnard. Oxnard Boulevard is the north-south artery of the City of Oxnard and it merges into Pacific Coast Highway 3.3 miles south of the complex.

Caltrans has recently completed freeway improvements to the Hwy-101/Oxnard Boulevard/Wagon Wheel Road/Highway 1 interchange. As a result, the motel and restaurants are less visible and accessible to drive-by travelers. Furthermore, the environment immediately surrounding the motel/restaurants is in a blighted state¹.

Surrounding Land Uses

RiverPark is a 702-acre master-planned, mixed-use community located northeast of the intersection of Hwy-101 and the Santa Clara River in Ventura County as shown in Figure



3. The site is bordered by Hwy-101 to the south, Vineyard Avenue to the east and the Santa Clara River to the south. The river itself is separated from the site by an existing levee. RiverPark is composed of two sub-areas - RiverPark "A" and RiverPark "B". Approximately 258 acres of the site are located within the City of Oxnard (RiverPark "A"), and the remaining 443 acres are in unincorporated areas of Ventura County (RiverPark "B").

RiverPark "A" includes the following planning districts containing a mix of retail, office, hotel/convention and residential uses:

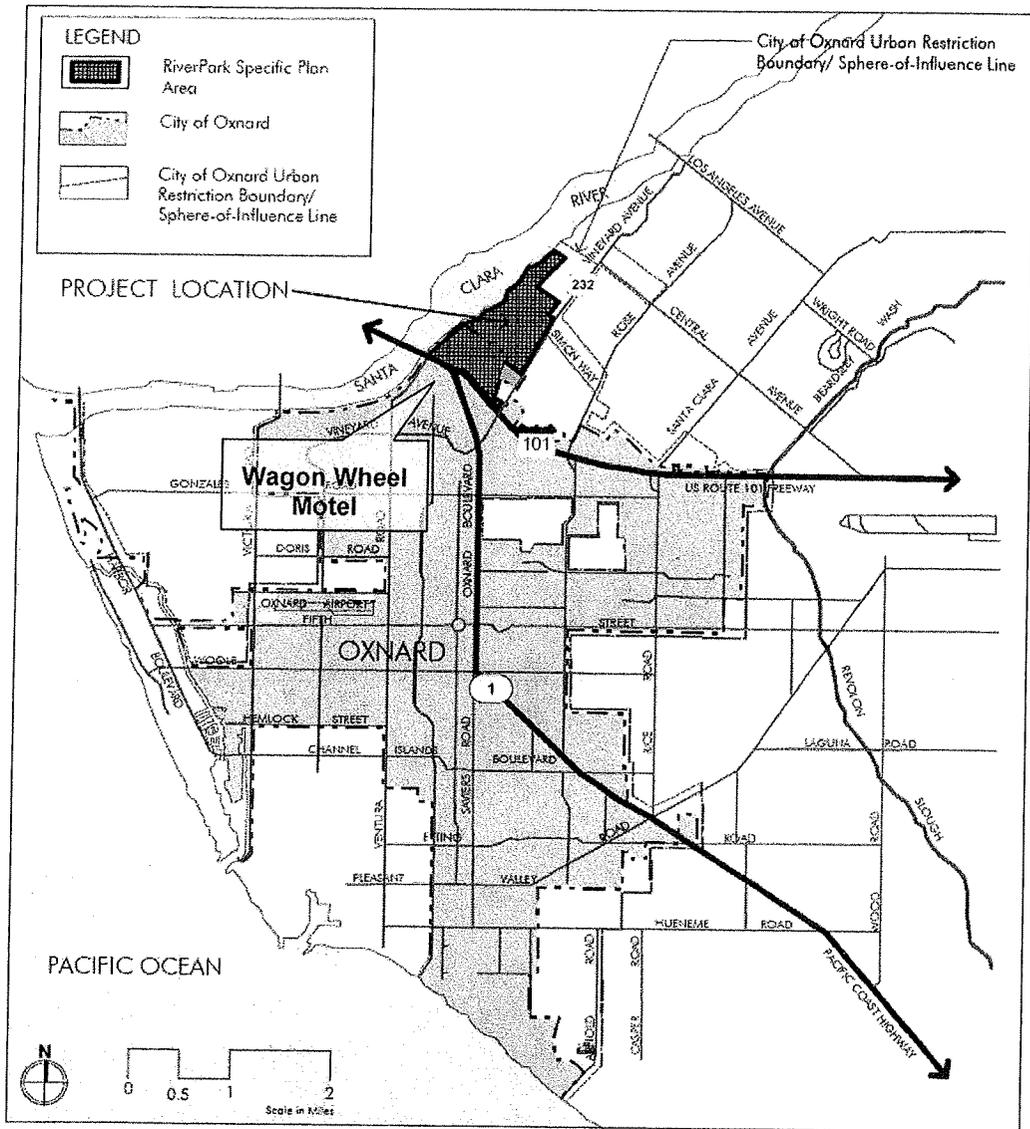
- Planning District A allows two development options: (1) 441,000 square-feet of office use and up to 440 high-density residential units, or (2) 791,000 square-feet of office use and up to 150 high-density residential units.
- Planning District B and E will have combined maximum retail/office space of 390,000 square feet.
- **Planning District C proposes a 600-room, 510,000 square-foot hotel and convention center.**
- Planning District D includes 935,000 square-feet of regional, neighborhood-oriented retail as well as entertainment-retail, some 20,000 square-feet of ground level commercial and/or live/work use, and 320 to 450 residential units.
- Planning District F will have a maximum total of 450 medium- and high-density residential units and 15,000 square-feet of ground level commercial and/or live/work use.
- Planning District G proposes 325-425 medium-density residential units and 20,000 square-feet of ground level commercial and/or live/work use.

RiverPark "B" includes six planning districts and containing residential, open space and public facilities uses:

- Planning District H, I, J, K will have a mix of low density to medium density residential housing totaling up to 1,087 units. Commercial and live/work uses are allowed on the first floor of multi-unit residential buildings.
- Planning District L will be for public facility use including a storm water treatment system, fire station and maintenance facilities.
- Planning District M will be for use as water storage/recharge basin and storm water control.

In summary, RiverPark includes up to 2,485,000 square feet of retail, hotel/convention and office uses and 2,805 residential units.

Figure 3: Site map of RiverPark development



Source: RiverPark Specific Plan

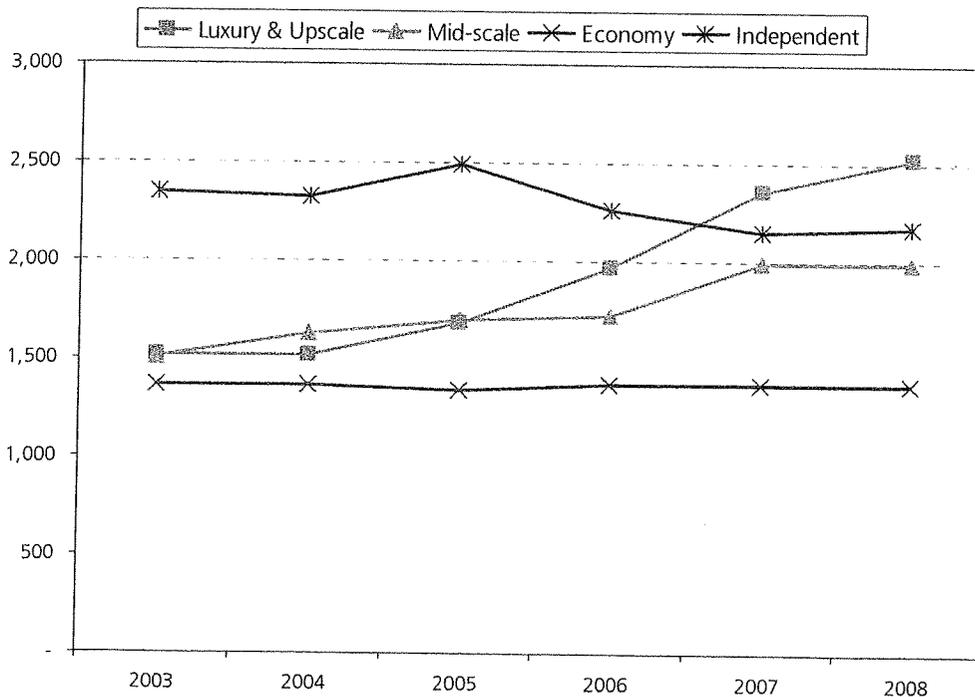
Market Feasibility for Renovation of Existing Structures

Lodging Market in the City of Oxnard and Ventura Metropolitan Statistical Area (MSA)

Overview of Lodging Market

The Oxnard/Ventura MSA had 85 hotels totaling 8,059 rooms as of June 2008 according to Smith Travel Research (STR). STR categorized hotels into scale segments based on the actual system-wide average room rates of the major chains (independent hotels are included as a separate category). Figure 4 shows the room supply in each segment in the Oxnard/Ventura MSA during the last five years. During the last five years, luxury and upscale hotel segment has added 1,002 rooms or 66% more rooms to the market, the most among the four segments. Mid-scale hotels added 483 rooms or a growth rate of 32%, bringing total supply to 1,994 rooms. However, the economy segment added only 10 rooms, and the independent segment lost 175 rooms over the last five years.

Figure 4: Historic room supply in the Oxnard/Ventura MSA



Source: Smith Travel Research



As hotel chains such as The Hilton Family, Marriott International, and Grandstay opened better quality hotels to meet demand from business travelers, these hotels also offered leisure travelers better quality accommodations and more amenities at affordable rates. Today standard in-room amenities include air conditioning, color TV set, cable TV, coffee maker, hair dryers, telephones, and standard public amenities include pool, vending machines, ice machines and business centers. These hotel chains have put tremendous pressure on independent hotel owners as hotel chains are better capitalized and can provide better management training to their franchisees. Independent hotels don't have the capital needed to upgrade their hotels and have to compete on price to attract travelers looking for bargains. Several independent hotels in the MSA were closed due to a lack of profitability including the Wagon Wheel Motel in Oxnard, Mission Bell Motel and Midwick Hotel in Ventura. As hotel chains continue opening up better quality hotels, only independent hotels with prime locations, such as Casa Sirena Marina by the Channel Islands Harbor, can compete with these chains.

Existing Lodging Inventory in the City of Oxnard and Southern Ventura

There are seventeen hotels/motels totaling 1,800 rooms in the City of Oxnard and southern Ventura as shown in Figure 5 and Figure 6. These hotels are concentrated along CA Hwy-101, Oxnard Boulevard, and the marina/beach area. The area has seven hotels rated two-and-half-star or more totaling 1,128 rooms, five two-star hotels totaling 511 rooms, and five unrated hotels totaling 161 rooms. Only three hotels have restaurants on the premises - Embassy Suites with 248 rooms, Courtyard by Marriott with 166 rooms, and Hilton Garden Inn with 166 rooms. In general, hotels need to have substantial number of rooms and meeting facilities to create enough demand to have an on-site restaurant.

Hotels rated two-and-half stars or more report average daily rates (ADR) from \$85 up to \$1229 for a large suite at the Embassy Mandalay Beach Resort, and their standard amenities includes internet, pools, whirlpools, exercise equipments, meeting facilities and business centers. Hotels along CA Hwy-101 can commend higher average ADRs than hotels along Oxnard Boulevard because of better visibility and access to the freeway. Most of the rooms in these hotels quote ADRs from \$89 to \$179, except that Embassy Suites and Hilton Garden have some suites that quote higher than average ADRs. Embassy Suites Mandalay Beach Resort has the highest ADRs because of its access to the beach and resort-style amenity offerings such as tennis courts, a full bar, an on-premises



restaurant, and bicycle rental. The rooms at Embassy Suites range from one-bedroom suites with ADRs between \$170 and \$380, to two-bedroom suites with ADRs between \$840 and \$1100. Hilton Garden Inn has 161 one-bedroom units and five one-bedroom suites, some of which have whirlpool tubs. One-bedroom units at Hilton Garden quote ADRs between \$125 - \$160, and one-bedroom suites quotes ADRs between \$175 and \$395.

Figure 5: Lodging supply in the City of Oxnard and South Ventura

Name	No. of Room	ADR	Amenities	Driving Distance	Star	On-site Restaurant	Location No.
Residence Inn at River Ridge	252	\$129 - \$179	Video games, internet, pool, whirlpool, tennis court, exercise room, sports court, golf course, coin laundry, conference facilities, fax	1.3	3	No	4
Embassy Suites Mandalay Beach Resort	248	\$169- \$1229	Video games, internet, pool, whirlpools, tennis courts, exercise equipment, spa, bicycles, gift shop, coin laundry, conference facilities, business center	7.4	3	Yes	1
Courtyard by Marriott	166	\$129 - \$149	Pool, whirlpool, exercise room, coin laundry, conference facilities, business center	1.1	3	Yes	2
Hilton Garden Inn- Oxnard	166	\$109 - \$450	Video games, internet, pool, whirlpool, exercise, coin laundry, meeting rooms, business center	3.8	3	Yes	3
Best Western Oxnard Inn	106	\$89 - \$129	Internet, pool, whirlpool, exercise room, coin laundry, meeting rooms, business center	3.9	3	No	5
Channel Islands Inn & Suites	95	\$85 - \$110	Internet, irons, pools, sauna, whirlpool, exercise equipment, coin laundry, meeting rooms, business center	5.1	3	No	15
Hampton Inn Channel Islands Harbor	95	\$119 - \$159	Internet, pool, tennis court, fitness room, coin laundry, meeting facilities, business center	6.9	2.5	No	7
Casa Sirena Marina	176	\$79 - \$110	Internet, pool, whirlpool, exercise equipment, bar/lounge, dry cleaning, meeting rooms, business center	7.0	2	Yes	10
Vagabond Inn Oxnard	70	\$69 - \$159	Pool, fax	2.1	2	No	8
Grandstay Residential Suites Oxnard	57	\$129 - \$189	Internet, pool, whirlpool, exercise equipment, basketball court, maniaure golf, coin laundry, fax	3.7	2	No	6
Motel 6 Ventura South	158	\$55 - \$80	Internet, pool, coin laundry	2.0	2	No	16
Del Playa Inn	50	\$65 - \$75	Pool, fax	7.0	2	No	11
Palace Inn	33	\$55 - \$99	No	4.3	NA	No	13
Regal Lodge	32	NA	No	3.7	NA	No	9
City Center Motel	30	\$50 - \$55	No	3.6	NA	No	12
Roseda Motel	30	\$45 - \$65	No	3.8	NA	No	14
Victoria Motel	36	\$60	No	2.9	NA	No	17
Hotels/Motels Under Planning							
Homewood Suites Oxnard	123						

Source: AAA, Smith Travel Research, Economics Research Associates

Two-star hotels quote ADRs between \$65 and \$159, and their standard amenities include pools and fax services. Casa Sirena Marina reports higher ADRs because it offers views of the harbor and more amenities such as exercise equipment, a bar/lounge, and meeting

facilities. Although Grandstay Residential Suites is rated two-star by Expedia, it should have similar star-rating as Residence Inn or Hampton Inn.

The non-rated motels quote ADRs between \$45 and \$99. These are all independent hotels with quite small scales (approximately 30 units) and no amenities. All four hotels are located around the junction of Oxnard Boulevard and Pacific Coast Highway.

Figure 6: Map of lodging supply in the City of Oxnard



Source: Microsoft Virtual Earth, Smith Travel Research, and Economics Research Associates

Future Lodging Supply

As of July 2008, there is one hotel development project and one expansion project on the City of Oxnard Planning Division’s project list. A Homewood Suites with 129 suites



on 1950 Solar Dr. (Rice Avenue & Gonzales Road) is under plan check. Embassy Suites Mandalay Beach is planning addition of 56 suites and spa area, and the proposal is still under review.

The RiverPark Specific Plan proposes a 600-room hotel, but the City has not received any hotel application as of July 2008.

Operating Performance of Selected Motels

ERA selected five comparable motels in the City of Oxnard and south Ventura for analysis of operating performance, and these motels are summarized in Figure 7. These motels have combined 605 rooms as of June 2008. ADRs of these motels have remained relatively flat over the last five years around \$68, while occupancy rates have fluctuated between 47.5% and 59%. As a result, RevPar (revenue per available room defined as occupancy times ADR) have also fluctuated between \$36.5 and \$39.5. Occupancy rates of these motels are below industry average.

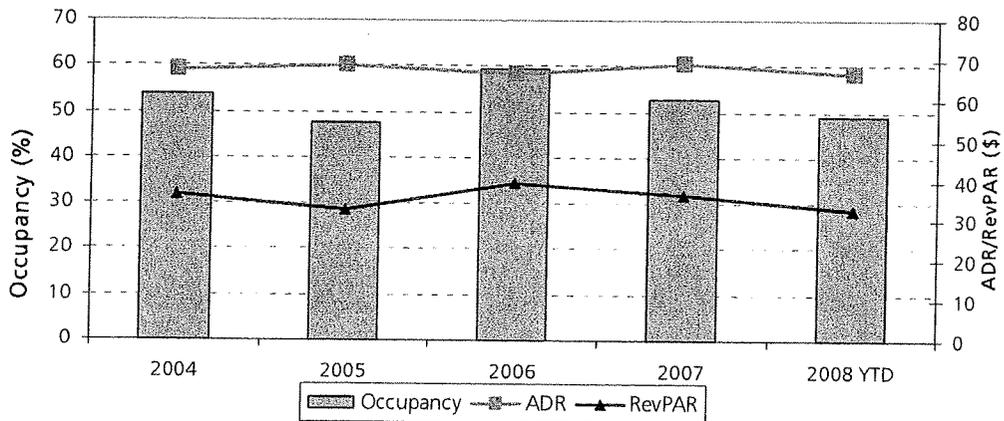
Figure 7: Selected motels in the City of Oxnard and south Ventura

Name	City	No. of Rooms
Motel 6 Ventura South	Ventura	158
Best Western Oxnard Inn	Oxnard	106
Vagabond Inn Oxnard	Oxnard	70
Channel Islands Inn & Suites	Oxnard	95
Casa Sirena Marina	Oxnard	176

Source: Smith Travel Research and Economics Research Associates

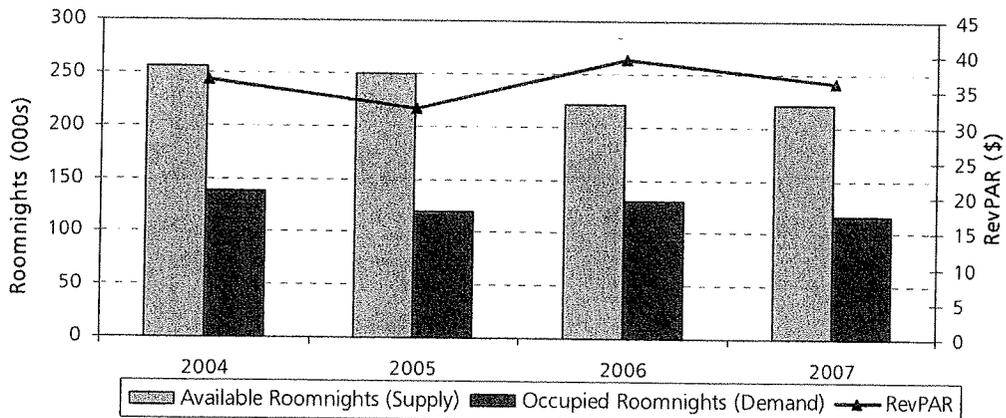
Supply (total rooms available time number of days in the year) was down 14% from 255,500 rooms in 2004 to 220,825 rooms in 2007, and demand (number of rooms sold) was down 16% from 138,021 rooms in 2004 to 116,383 rooms in 2007. Stagnant RevPar along with declining supply and demand indicates that the motel market is experiencing contraction and any new motels would face difficulty in achieving occupancy rates and RevPar to be profitable.

Figure 8: Motel performance in the City of Oxnard and South Ventura County



Source: Smith Travel Research

Figure 9: Motel supply and demand in the City of Oxnard and South Ventura County



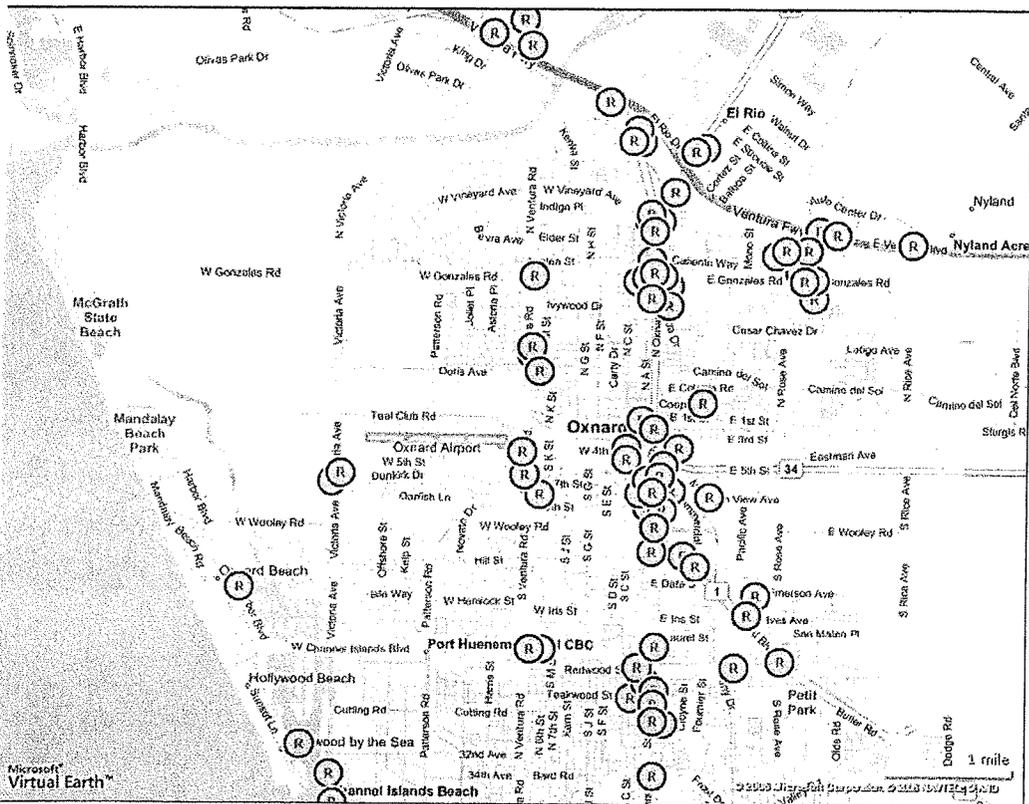
Source: Smith Travel Research

Restaurant Inventory in the City of Oxnard

Figure 10 shows stand-alone restaurants in the City of Oxnard. The majority of the restaurants are located along Oxnard Blvd, Pacific Coast Highway, and Saviers Road and the remaining along Hwy-101, North Ventura Road and in Channel Islands Beach. Restaurants along Hwy-101 are either national chained-restaurants such as McDonalds, Chili's, T.G.I. Friday's or located inside a shopping center as presented in Figure 11. Fast foods like McDonalds, Wendy's, and Taco Bells are typical road-side restaurants that

attract travelers looking for a quick and easy meal due to their brand name recognition. Chili's, Olive Garden, and T.G.I Friday's prefer to be located in a neighborhood or community shopping center to serve local residents. The only non-chain restaurants along Hwy-101 are Caravan Coffee Shop and Anita's Mexican Food which both were closed due to poor location and tough competition from the newer shopping centers. Independent restaurants usually do not attract pass-through travelers as travelers prefer restaurants they are familiar with.

Figure 10: Stand-alone restaurants in the City of Oxnard



Source: CoStar

To attract local customers, restaurants need to locate on major local corridors like Oxnard Boulevard and Pacific Coast highway so that local residents notice the restaurants when they drive by. Another option is for restaurants to co-tenant in shopping centers with strong anchors like Targets, Wal-Mart, Home Depot, Vons, or



Ralphs that generate great foot traffic. El Ranchito and the Wagon Wheel Restaurant lack this visibility and will have difficulty attracting local residents.

Figure 11: Stand-alone restaurants along Hwy-101 in the City of Oxnard

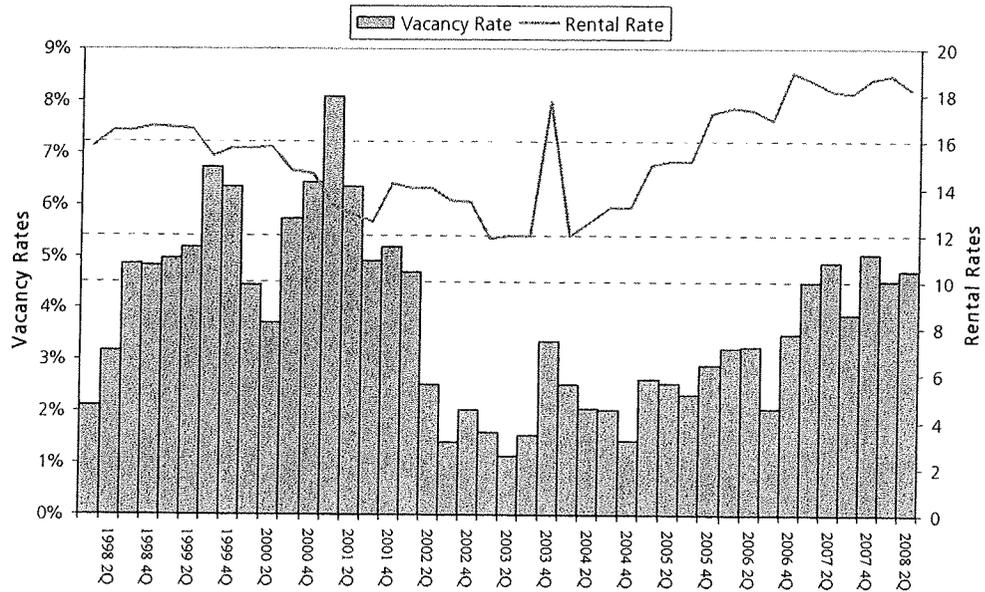
Name	Distance from Wagon Wheel	Shopping Center
BJ's, Inn-N-Out	0.3/SE	Esplanade Shopping Center
Wendy's	0.7/SE	
Jack In the Box	0.8/SE	
Carl's Jr.	0.8/NW	
Taco Bell	1.0/NW	
Caravan Coffee Shop	1.0/NW	
T.G.I. Friday's, McDonald's, Chili's, Home Town Buffet	1.8/SE	Shopping At the Rose
Wendy's, Del Taco, Chick-Fil-A	2.0/SE	Rose Crossing
Red Lobster	1.9/SE	Market Place At Oxnard
Olive Garden	2.0/SE	
Anita's Mexican Food	2.7/SE	

Source: CoStar and Economics Research Associates

Competitive Office Buildings in the City of Oxnard

There are 208 Class-C office buildings with a total rentable building area (RBA) of 993,079 square feet as of 2nd-quarter 2008. RBA has remained unchanged since 1996, the earliest year that CoStar has data back to. During the past ten years, vacancy rates peaked at 8.1% in 1st-quarter 2001 and bottomed out at 1.1% in 2nd-quarter 2003. Since then, vacancy rates have been up and it was at 4.7% as of 2nd-quarter 2008. Average rental rates have grown at 1% on average a year during the last ten years from \$16.51 per square foot in 2nd-quarter 1998 to \$18.26 per square foot in 2nd-quarter 2008. The slow growing rental rates combined with relatively low vacancy rates indicate that the Class-C office market is in equilibrium.

Figure 12: Vacancy rates and rental rates of Class-C office space in the City of Oxnard



Source: CoStar

Financial Feasibility for Renovation of Existing Properties

Two adaptive reuse scenarios for the Wagon Wheel Motel & Restaurant and the El Ranchito Restaurant were considered and an assessment of the investment returns of the two options has been completed. Scenario 1 considers renovating the motel and the two restaurants and maintaining existing uses. Scenario 2 considers converting the motel into small office units and keeping the two restaurants. ERA prepared a pro-forma for each scenario; the pro-formas measure ROI to the property owner. It assumes that the property owner uses a construction loan to finance renovation costs. For the motel, we assume that the owner would hire a manager to run the daily operation, receive all room rental revenues and pay operating expenses and a management fee to the manager. For the two restaurants and office use, we assume that the owner would lease out the spaces and collect rents. The return to the property owner is the total income received by the owner divided by the sum of the renovation costs, financing costs and the price the owner paid for the property.



Pat McCarthy Construction, Inc. provided cost breakdown for rehabilitation of the three existing structures. Based on Pat McCarthy's assessment, the cost to rehabilitate the existing structures for the two scenarios would be approximately the same. Renovation costs are about \$5.3 million for the Motel, \$1.6 million for the Wagon Wheel Restaurant, and \$946,000 for El Ranchito Restaurant. ERA researched CoStar, Smith Travel Research, Dollars & Cents of Shopping Centers, and BOMA Experience Exchange Report to determine the assumptions of operating performance.



Exhibit 1 details rehabilitation costs and operating performance for Scenario 1. Because of stagnant ADR as well as declining supply and demand, ERA believes that any new supply to the motel market will add downward pressure to the current average ADR at about \$68. Also, recent Caltrans improvements to the Hwy-101/Oxnard Boulevard/Wagon Wheel Road/Highway 1 interchange have reduced motel visibility and accessibility for drive-by travelers. Furthermore, the motel/restaurants are surrounded blighted industrial/commercial uses. As a result, ERA adjusted the achievable ADR to \$50¹.

Figure 13 lists selected retail spaces available in the City of Oxnard. Asking rents are between \$12 and \$16 per square feet annually. These spaces are located along major thoroughfares such as Oxnard Boulevard, Harbor Boulevard, and Victory Avenue and most of them are located in shopping centers. We adjusted achievable rents to \$10 - \$12 per square feet annually to account for the poor visibility.

Figure 13: Available retail space in the City of Oxnard

Address	Total GLA	SF Available	Rent/SF/Yr	Frontage	Uses	Shopping Center
2008 Harbor Blvd	8,247	5,200	15.0	Harbor Blvd.	Restaurant	Harbor Landing
2011 Statham Blvd	15,700	5,000	16.2	Oxnard Blvd.	Restaurant	Channel Island Center
3701 Hemlock St	69,000	3,150	12.0	Victory Ave.	Retail	Channel Island Shopping Center
532 Oxnard Blvd	3,500	3,500	12.0	Oxnard Blvd.	Retail	Stand-Alone

Source: CoStar

NCREIF (National Council of Real Estate Investment Fiduciaries) is an association of institutional real estate professionals including investment managers, plan sponsors, appraisers, CPA's, and other service providers who have a significant involvement in pension fund real estate investment. NCREIF produced a quarterly index which is used as an industry benchmark to compare an investor's own returns against the industry



average. NCREIF reported that hotels averaged 6.6% income return and retail properties averaged 5.8% income return in 2nd-Quarter 2008. The NCREIF database only includes investment-grade, income producing properties which generally have lower returns. A higher return is required to compensate for additional risks from rehabilitation and uncertainty from non-credited operators. Scenario 1 yields 6% return for the motel and about 2.5% -- 2.7% return for the restaurants, which in our professional opinion are too low for developers to take on the project.

According to CoStar, Class-C office properties averaged a rental rate of \$18.3 per square feet annually in the 2nd-quarter of 2008. Using this rental rate, adaptive reuse of the facility as professional office yields a return of 2.8%, much lower than NCREIF's reported return of 5.1%.

Exhibit 2 shows rehabilitation costs and operating performance for Scenarios 2.

Redevelopment Tax Increment and Property Tax Implications

The subject properties are located in a redevelopment area HERO (Historic Enhancement and Revitalization of Oxnard). HERO, adopted in April 1998, covers 2,117 acres of land along Hwy-101 and around the Oxnard Boulevard Interchange. Property tax revenues from the properties are therefore subject to tax increment capture and to the pass-through requirements of Assembly Bill 1290. ERA estimates tax increment to the City's Redevelopment Agency and General Fund property tax revenues generated: (1) if the subject property is kept in place and renovated, and (2) if the subject property is developed with approximately 137 townhomes as contemplated by The Village Specific Plan.

Based on information provided by The Assessor of Ventura County, the assessed value of APN 139-0-022-150, composed of 15.85 acres, was \$3,207,506 in 1998 and \$11,902,917 in 2008. We prorated the values based on the land area occupied by the three existing uses. Details of the prorated assessed values of the subject properties are summarized in Figure 14.

Figure 14: Assessed values of Wagon Wheel Motel and Restaurants and El Ranchito,

Property	APN	1998 Assessed Value	2008 Assessed Value
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Wagon Wheel Motel	139-0022-150	\$624,381	\$2,317,051
Wagon Wheel Restaurant	139-0022-150	\$104,370	\$387,313
El Ranchito Restaurant	139-0022-150	\$101,364	\$376,159
Total		\$830,115	\$3,080,522

Source: Assessor of Ventura County, Economics Research Associates

For this analysis, the taxable increment on the property is dependent on the estimated assessed value of the renovated property and the corresponding portions of The Village Development. The assessed values of the renovated property are the same for motel use and for office use because the renovation costs for the two scenarios are the same. The assessed value of the renovated property (\$10.8 million) is the County's 2008 assessed value (\$3.1 million) plus total renovation costs (\$7.8 million). The assessed value of the property if developed with townhomes as part of The Village is the total sales value of the townhomes which is estimated to be \$73.8 million (137 townhomes at \$538,600 each). The tax increment created by the renovated motel/restaurants is estimated to be \$100,400. The tax increment created by the townhomes is \$729,600, a difference of \$629,200.

Based on this net tax increment amount, ERA has estimated the annual tax increment distributed to the affordable housing fund, the City's Redevelopment Agency, and the City's General Fund according to the following:

1. 20 percent of the total is set aside for housing fund as required by state law.
2. 25% of the remaining is allocated as pre-negotiated pass-throughs to other taxing agencies plus an adjustment (as defined in (3)). 75% of the remaining is allocated to the Redevelopment Agency reduced by the same adjustment.
3. The adjustment is 21% of the tax increment which is 1% (the general property tax rate) of incremental assessed value - the difference between newly assessed values and assessed values in the 10th anniversary of HERO establishment. If the structures on the property are renovated, the incremental assessed value is \$7.8 million (\$10.8 million minus \$3.1 million). If the property is developed with approximately 137 townhomes, the incremental assessed value is \$70.7 million (\$73.8 million minus \$3.1 million).



If the structures on the property are renovated, the affordable housing fund will receive \$20,080 tax increment annually; the Redevelopment Agency will get \$43,902 tax increment annually; and the City's General Fund will receive \$4,248 annually.

If the property is developed with approximately 137 townhomes, the affordable housing fund will receive \$145,916 tax increment annually; the Redevelopment Agency will receive \$289,282 tax increment annually; and the City's General Fund will receive \$27,027 annually.

The net difference of tax increment to the affordable housing fund is \$125,836 annually; to the Redevelopment Agency is \$245,380 annually; and to the City's General Fund is \$22,779 annually.



Exhibit 1: Pro-forma for re-use as motel and restaurants

Scenario 1: Motel and Restaurant Use				
Motel Item	Wagon Wheel Hotel	Wagon Wheel Restaurant	El Ranchito Restaurant	Restaurant Item
Renovation Costs				Renovation Costs
General Condition	\$266,500	\$116,900	\$70,140	General Condition
Sitework/Demolition	\$759,000	\$224,000	\$134,400	Sitework/Demolition
Concrete	\$308,000	\$66,000	\$39,600	Concrete
Masonry	\$210,000	\$34,000	\$20,400	Masonry
Metals	\$30,000	\$7,500	\$4,500	Metals
Wood & Plastics	\$862,500	\$214,000	\$128,400	Wood & Plastics
Weatherproofing	\$185,000	\$98,000	\$58,800	Weatherproofing
Door and Windows	\$245,000	\$105,000	\$63,000	Door and Windows
Finishes	\$499,100	\$175,000	\$105,000	Finishes
Specialties	\$63,000	\$18,000	\$10,800	Specialties
Window Shades	\$21,200	\$15,000	\$9,000	Window Shades
Elevators	\$80,000	\$0	\$0	Elevators
Mechanical	\$317,200	\$256,000	\$153,600	Mechanical
Electrical	\$885,000	\$90,000	\$54,000	Electrical
Overhead	\$525,722	\$157,711	\$94,627	Overhead
Total Renovation Costs	\$5,257,222	\$1,577,111	\$946,267	Total Renovation Costs
Financing Costs				Financing Costs
Loan Fees of 1.5%	78,858	23,657	14,194	Loan Fees of 1.5%
Closing Costs	5,257	1,577	946	Closing Costs
Appraisal Fees	2,000	2,001	2,002	Appraisal Fees
Construction Interest	202,403	60,719	36,431	Construction Interest
Total Financing Costs	288,519	87,954	53,574	Total Financing Costs
Acquisition Costs	\$1,714,111	\$286,527	\$278,275	Acquisition Costs
Operation				Operation
ADR	\$50	\$10	\$12	Rental Rate (\$/SF/Yr)
Occupancy Rate	53%	6,000	3,631	Square feet
Number of Rooms	106			
Revenues	1,025,285	\$60,000	\$43,572	Rental Revenue
Operating Expenses		\$12,000	\$8,714	Operating Expenses @ 20%
Room Expenses 18%	184,551			
G&A 11%	112,781			
Marketing 1%	10,253			
Utility 7%	71,770			
Property Operation 6%	61,517			
Management Fees 4%	41,011			
Property Tax	85,175			
Insurance 1%	10,253			
Reserves 1%	10,253			
Net Income	437,720	\$48,000	\$34,858	Net Income
ROI	6.0%	2.5%	2.7%	ROI

Source: Pat McCarthy Construction, Inc., Economics Research Associates



Exhibit 2: Pro-forma for re-use as office space and restaurants

Scenario 2: Office and Restaurant Use				
Office Items	Wagon Wheel Office	Wagon Wheel Restaurant	El Ranchito Restaurant	Restaurant Items
Renovation Costs				Renovation Costs
General Condition	\$266,500	\$116,900	\$70,140	General Condition
Sitework/Demolition	\$759,000	\$224,000	\$134,400	Sitework/Demolition
Concrete	\$308,000	\$66,000	\$39,600	Concrete
Masonry	\$210,000	\$34,000	\$20,400	Masonry
Metals	\$30,000	\$7,500	\$4,500	Metals
Wood & Plastics	\$862,500	\$214,000	\$128,400	Wood & Plastics
Weatherproofing	\$185,000	\$98,000	\$58,800	Weatherproofing
Door and Windows	\$245,000	\$105,000	\$63,000	Door and Windows
Finishes	\$499,100	\$175,000	\$105,000	Finishes
Specialties	\$63,000	\$18,000	\$10,800	Specialties
Window Shades	\$21,200	\$15,000	\$9,000	Window Shades
Elevators	\$80,000	\$0	\$0	Elevators
Mechanical	\$317,200	\$256,000	\$153,600	Mechanical
Electrical	\$885,000	\$90,000	\$54,000	Electrical
Overhead	\$525,722	\$157,711	\$94,627	Overhead
Total Renovation Costs	\$5,257,222	\$1,577,111	\$946,267	Total Renovation Costs
Financing Costs				Financing Costs
Loan Fees	78,858	23,657	14,194	Loan Fees
Closing Costs	5,257	1,577	946	Closing Costs
Appraisal Fees	2,000	2,001	2,002	Appraisal Fees
Construction Interest	202,403	60,719	36,431	Construction Interest
Total Financing Costs	288,519	87,954	53,574	Total Financing Costs
Acquisition Costs	\$1,714,111	\$286,527	\$278,275	Acquisition Costs
Operation				Operation
Rental Rate (\$/SF/Yr), Gross	\$18	\$10	\$12	Rental Rate (\$/SF/Yr), NNN
Square feet	28,000	6,000	3,631	Square feet
Rental Revenue	\$504,000	\$60,000	\$43,572	Rental Revenue
Operating Expenses @ 60%	\$302,400	\$12,000	\$8,714	Operating Expenses @ 20%
Net Income	\$201,600	\$48,000	\$34,858	Net Income
ROI	2.8%	2.5%	2.7%	ROI

Source: Pat McCarthy Construction, Inc., Economics Research Associates



Exhibit 3: Estimates of tax increment revenues to the City of Oxnard if the property is kept in place and renovated

Property Increment Value	
Project value upon completion	\$10,870,355
Less property frozen base	<u>\$830,115</u>
Incremental assessed value for redevelopment area	\$10,040,239
Property Tax Collection	\$108,704
Property tax collection from base value in Yr1 (Base Tax)	\$8,301
Property tax collection from value increment (Tax Increment)	\$100,402
Property Tax Distribution	\$108,704
Base Tax	
Agency pass-through	\$8,301
Tax Increment	\$100,402
Housing set-aside at 20% of tax increment	\$20,080
Tier 1	
Agency pass-through at 25% of post housing set-aside	\$20,080
Tier 2	
Property value at completion	\$10,870,355
Less Property base value in Yr 10	<u>\$3,089,755</u>
Increase in assessed value	<u>\$7,780,600</u>
Tax Rate at 1% (for calculation purposes)	<u>\$77,806</u>
Agency pass-through rate at 21%	\$16,339
Total agency pass-through	\$36,420
Redevelopment Project Area	\$43,902
Property Tax Revenues to City's General Fund	
Base Year 1 Assessed Value	<u>\$830,115</u>
Base Year Property Tax Collections at 1.0%	<u>\$8,301</u>
City Millage Rate	17%
Annual Base Value Property Tax Revenue to City	\$1,431
Additional Property Tax from Tier 2 Collections	<u>\$2,817</u>
	Total
	\$4,248



Exhibit 4: Estimates of tax increment revenues to the City of Oxnard if the property is developed with townhomes

Property Increment Value	
Project value upon completion	\$73,788,200
Less property frozen base	\$830,115
Incremental assessed value for redevelopment area	\$72,958,085
Property Tax Collection	\$737,882
Property tax collection from base value in Yr1 (Base Tax)	\$8,301
Property tax collection from value increment (Tax Increment)	\$729,581
Property Tax Distribution	\$737,882
Base Tax	
Agency pass-through	\$8,301
Tax Increment	\$729,581
Housing set-aside at 20% of tax increment	\$145,916
Tier 1	
Agency pass-through at 25% of post housing set-aside	\$145,916
Tier 2	
Property value at completion	\$73,788,200
Less Property base value in Yr 10	\$3,089,755
Increase in assessed value	\$70,698,445
Tax Rate at 1% (for calculation purposes)	\$706,984
Agency pass-through rate at 21%	\$148,467
Total agency pass-through	\$294,383
Redevelopment Project Area	\$289,282
Property Tax Revenues to City's General Fund	
Base Year 1 Assessed Value	\$830,115
Base Year Property Tax Collections at 1.0%	\$8,301
City Millage Rate	17%
Annual Base Value Property Tax Revenue to City	\$1,431
Additional Property Tax from Tier 2 Collections	\$25,596
Total	\$27,027



**Exhibit 5: Preliminary Budget Summary for The Wagon Wheel Rehabilitation Project
Prepared by Pat McCarthy Construction, Inc.**



Economics Research Associates

ECONOMICS RESEARCH ASSOCIATES 2008

Economics Research Associates (ERA) was founded in Los Angeles in 1958. The firm is a California corporation, a wholly owned subsidiary of AECOM Technology Corporation. Headquarters are in Los Angeles, California, with offices in Chicago, San Francisco, San Diego, New York, Washington DC, and London. There are roughly 135 members of the staff; professional consultant tenure with the firm averages 12 years. In domestic and international projects, ERA has completed more than 17,600 research and consulting assignments for both public and private clients. Fusing talents of a multidisciplinary staff, the firm's experience has concentrated in three interrelated fields: (1) economics development and planning; (2) real estate and land use; (3) recreation, tourism, and leisure time; (4) transportation systems; and (5) management and marketing services.

In urban and regional economics, ERA has conducted major studies for public and private clients in most major metropolitan areas. These have included economic base studies, urban redevelopment feasibility assessments, long-range master plans, and analysis of interactions of urban transport with metropolitan development. The firm is frequently called upon to assess fiscal impacts of development policies and projects and to recommend revenue diversification programs. ERA often performs negotiating services and analyses for public clients seeking private ventures. The firm has been involved in all five rounds of contemporary military base reuse planning, defense industry conversion, and community economic diversification since 1988.

Real estate and development studies constitute a primary area of ERA project experience. ERA has studied the marketability, feasibility, and appropriate project densities for all types of real estate uses. A specialization of the firm involves adaptive use and commercial property revitalization. ERA also conducts project valuation analyses, portfolio reviews, and prepares independent review valuations during sales transactions. Specialties of the firm, in addition to the full range of urban real estate product types, include destination resorts and hotels, high-technology parks, and university-related land uses.

ERA's work in the field of recreation, tourism, and leisure time incorporates experience in formulating tourist development plans for major geographic regions and subregions, evaluation of specific public and commercial recreational facilities, and analysis of special mass attraction events and sports facilities. Long known for its work with major theme parks in the United States, and now internationally as well, ERA has also led in the definition of responsible revenue generation and cost coverage programs for public park systems. The firm is presently a leading authority on the development and programming of urban entertainment centers.

ERA's consultation in transportation planning and economics spans urban, intercity, and international transport operations, in both cargo and passenger transport. The firm's research involves infrastructure planning (airports, ports, highways, railways, and mass transit systems) as well as transport operations analysis; the emphasis is with economic activity forecasting and financial planning. Related assignments include transit agency property development potentials and private venture partnerships. The firm also defines market prospects for joint development and for revitalization of transit oriented districts.

In management and marketing consultation, ERA has provided both public and private clients with guidance in program design, organization, public finance, governmental relations, long-term planning, marketing, and acquisition programs. A growing number of projects involve city and agency marketing strategies.

ERA has established one of the finest research libraries in the country during its 50-year history. The library contains 200 active periodical subscriptions, more than 2,000 books, data series, and focused geographic files. All ERA offices are networked and electronically convey data and documents between offices as well as with clients. The consulting staff profile of the firm emphasizes both breadth and specialization. During 2008, the staff includes:

- 30 Economists
- 20 Financial Analysts
- 22 Real Estate Analysts
- 18 Urban and Regional Planners

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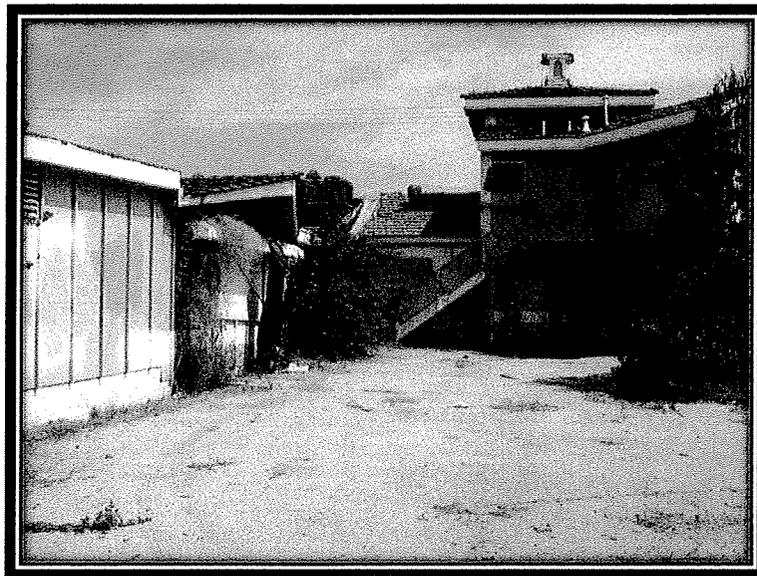
EXHIBIT C

Preliminary Budget Summary for



The Wagon Wheel Rehabilitation Project

Prepared for:
The Daly Group



August 14, 2008

Prepared by:
Pat McCarthy Construction, Inc.

633 E. Ventura Blvd.
Oxnard, CA 93036
P: (805) 485-4646
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www.patccarthy.net



Preliminary Budget Summary

for the Rehabilitation of the Wagon Wheel Site

August 14, 2008

**RE: Wagon Wheel Rehabilitation Site
2751, 2755 & 2765 Wagon Wheel Rd.
Oxnard, CA 93036**

Pat McCarthy Construction Inc. is pleased to provide The Daly Group with our Preliminary Budget Summary for the selective demolition and complete rehabilitation of the existing structures located at 2751, 2755 & 2765 Wagon Wheel Road (the current site of the Wagon Wheel Motel, Wagon Wheel Restaurant and El Ranchito Restaurant) in Oxnard, California. We thank you for giving us the opportunity to submit this proposal.

This Preliminary Budget Summary includes the scope of work outlined in the three (3) attached cost breakdowns. This scope of work has been developed based upon our discussions with you, our review of the Wagon Wheel site plan provided by Essex Realty Management, Inc., and our firsthand inspection of the existing site on both August 8th and 13th of 2008. Please note that all governmental agency fees including, planning, building and safety, engineering and developer fees have been excluded from this proposal and will be the responsibility of the Owner.

The Daly Group has requested a Preliminary Budget Summary for the following two scenarios:

1. The cost to rehabilitate the existing structures pursuant to current building code standards for re-use as Wagon Wheel Motel/Restaurant and El Ranchito Restaurant. The Daly Group has also requested to us to determine if the rehabilitation would require demolition and reconstruction of buildings in order to re-occupy.
2. The cost to rehabilitate the existing structures pursuant to current building code standards for re-use of the structures as commercial office and/or commercial retail.

Based on the limited information that we have, we believe that the cost to rehabilitate the existing structures for the two proposed scenarios would be approximately the same. The two restaurants are already designed for commercial uses and renovating the motel rooms into office spaces would not involve substantial differences in materials or labor. At a minimum there is substantial reconstruction necessary to bring these buildings up to code and re-occupy under either scenario. Enclosed are three cost estimates broken down by structure; the Wagon Wheel Motel, Wagon Wheel Restaurant and El Ranchito Restaurant as well as a summary of the current building conditions.

A. Square Footages Summary

Wagon Wheel Office/Apartment (2751 Wagon Wheel Road): 28,000 SF in size
Wagon Wheel Restaurant (2755 Wagon Wheel Road): 6,000 SF in size
El Ranchito Restaurant (2765 Wagon Wheel Road): 3,631 SF in size

B. Site Conditions

The site does not meet existing drainage standards for slope, water collection, detention and disposal into a city or county operated storm drainage system. The site does not meet current Public Works standards for curbs, driveway approaches and sidewalks. Existing onsite paving is deteriorated from a lack of maintenance, poor drainage and upheaval due to tree roots. Our estimate includes the costs to re-grade and re-pave the site as well as to provide Public Works standard curbs, gutters, sidewalks and driveway approaches. Onsite drainage



improvements are included. Americans with Disabilities Act access features and upgrades are also included. No offsite grading or improvements are included in our proposal. We are under the assumption that the pads under the existing structures meet minimum compaction standards.

C. Site Utilities

Utility services to the site are generally outdated. The existing water supply lines do not appear to be adequate to meet current code requirements for materials and sizes. It is likely that the current underground service lines utilize Transite pipe, a material that includes asbestos. Our estimate includes providing new underground water service lines adequate to meet the fixture-unit counts as well as the new hydrant, backflow and fire sprinkler systems required to meet code. Improvements will include a secondary water tap to provide "looping" of the water supply.

Records indicate that the sites are served by septic systems. The existing systems will need to be removed and replaced with an onsite sewer system tied in to the City sanitation system. Costs to install a new, properly-sized system are included in our estimate.

The site is served by overhead power lines provided by Southern California Edison. Overhead service drops connect the building service main panels to the transformers located on above-ground poles. The existing main service panels have been stripped of all switchgear and are not salvageable. New code-compliant service panels will need to be installed along with new underground service conduits and wiring extended to the existing transformer locations. It is unknown as to whether or not the City of Oxnard will require replacement of the existing above-ground poles and transformers with new underground facilities, so the cost of removing the old poles and providing new underground facilities is not included in our estimate.

Cable television and phone lines are no longer located on the site so new service entrance panels and underground service conduits will be required.

D. Environmental Hazards

There are several environmental hazards that are associated with the site. There are no current Phase II level tests for the building materials used on the existing buildings, but the Phase I Environmental Site Assessment prepared by Criterion Environmental, Inc. states the likelihood that lead based paints and asbestos bearing building materials are present given the age of the buildings and the fact that those materials were commonly used when the buildings were constructed. Our previous experience with similar structures in the Oxnard area tells us that composition roofing materials and mastics will require removal and disposal at an approved facility. The interior plaster materials and lath also appear to contain asbestos and will require safe disposal. Roof vent penetrations for the water heating and space heating equipment utilize Transite pipe and duct that contains asbestos. Some if not all of the underground water piping also is made of Transite and will require safe disposal. The interior asphalt composition floor tiles and linoleums also probably contain asbestos and are set with asbestos-based mastic.

The exterior siding and trim along with the interior woodwork has been repainted many times. It is probable that at least the original coats of paint contain lead and that paint must be removed and disposed of in an approved land fill. Any woodwork coated with opaque coatings will require stripping down to bare wood. Any asbestos based insulating materials will also require safe removal and disposal. Any remaining fluorescent light lamps and neon type lamps will require safe removal and disposal in an approved facility.

The existing septic systems will also have to be removed. The removal of all identified solid hazardous wastes on the site is included in the estimate. PMC will engage a properly licensed environmental remediation firm for the purpose of abating any of the hazardous materials stated above. PMC will not be responsible for removal or remediation of any above or below ground storage tanks, hydrocarbon contamination or any other airborne, waterborne or soil chemicals and pollutants other than as provided for in this proposal.



E. Soils and Geology

There are no records on file that show any record of any soils testing or geology reports for the site. It is likely that the site does not meet requirements for the compaction of soils underneath the foundations. There are no reports on file that show the expansion indexes or reactivity of the onsite soil materials.

F. Structural Integrity

Visual inspection of the structures indicates a lack of structural integrity. Major repairs and upgrades will be required to bring the structures into compliance with existing building codes. Seismic shear panels, seismic anchors and seismic braces will need to be added to meet current seismic safety codes.

The foundations appear to consist mainly of concrete slabs on grade. The vast majority of the slabs do not include the deepened perimeter footings required to anchor the retrofit seismic bracing that needs to be installed. Reconstruction of the buildings will require cutting in to the existing slabs while providing temporary support for the structures in order to excavate new footings and pour new perimeter foundation walls capable of providing support for the new seismic anchors and shear bracing required under current building codes.

A majority of the framing members supporting the structures show signs of active termite infestations and structural termite damage. There is also major deterioration from dry rot damage to framing members due to repeated incidents of wetting due to the loss of the waterproofing integrity of the roofing and sheathing materials. Most internal framing members will require replacement or the addition of supplemental framing members. Sill plates do not meet requirements and show signs of termite and dry rot damage. Framing materials that are exposed to the exterior such as rafter tails and beams require replacement. Wall studding and bearing posts will require the addition of steel straps and masonry anchors to meet shear transfer requirements. Shear panels will need to be installed throughout the structures on interior and exterior walls. The roofs will need to be removed and a plywood shear diaphragm will need to be installed. Plywood floor diaphragms with appropriate shear transfer connections will also be required.

G. Roofing

Renovation of the structures and repair of the framing structures that support the roof will require complete removal of the existing roofing materials. Some of the clay tile materials can be salvaged and reused. It is likely that the built-up composition roofing used on the motel rooms contains asbestos and those materials will have to be properly removed and disposed of.

H. Electrical

The electrical systems require total replacement. Service main panels have been stripped of their switchgear and most of the building wiring has been scavenged. Most fixtures are broken, missing or do not meet U.L. requirements. Our proposal includes a replacement of the entire electrical system.

I. Plumbing

The existing plumbing systems are damaged beyond repair or require replacement due to corrosion or current code requirements. Our proposal includes new waste and supply lines and fixtures.

J. Fire Sprinklers

The buildings are not protected by an automatic fire sprinkler system. Current code requirements triggered by the massive remodeling required dictate that a commercial grade fire sprinkler be installed. Restoration of the restraints will also require installation of specific fire suppression equipment for the kitchen equipment.



K. HVAC

None of the existing HVAC equipment or ducting is salvageable. Any equipment or fittings that are not missing, damaged or non-functioning do not meet current building codes or energy standards. Our estimate includes demolition of the remaining equipment and installation of code-compliant systems.

L. Americans with Disabilities Act (ADA)

The structures currently do not meet ADA requirements. Our proposal includes ADA required upgrades.

M. Renovation Cost Breakdown & General Conditions

See attached.

If you necessitate additional information, please contact Sarah at (805) 485-4646. We are available as needed to discuss our findings and are poised to provide additional construction services should you need them.

We are confident that this Preliminary Budget Summary is as complete and comprehensive as possible given the time and information available. Hopefully this effort has helped to illustrate our firm's strong work ethic, commitment to professionalism and capabilities. Pat McCarthy Construction, Inc. enjoys being of service and looks forward to the opportunity of becoming a part of your team. Thank you again for your time and consideration.

Sincerely,

Patrick J. McCarthy
President
Pat McCarthy Construction, Inc.

Attachments:

- Wagon Wheel Hotel Cost Breakdown
- Wagon Wheel Restaurant Cost Breakdown
- El Ranchito Restaurant Cost Breakdown





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Project: Wagon Wheel Hotel Project Budget

PHASE	DESCRIPTION	PMC Estimate	Notes, Bids & Comments				
01041	Supervision	\$112,000					
01043	Project Management	\$30,000					
01046	Miscellaneous Labor	\$10,000					
01047	Clean Up Labor	\$10,000					
01048	Final Clean Up	\$10,000					
01511	Temp Power	\$10,000					
01512	Temp Phone	\$6,000					
01513	Temp Water	\$3,000					
01515	Temp Toilet	\$2,500					
01517	Temp Office	\$10,000					
01531	Temp Fence	\$4,000					
01535	Waterproof / Dust Control	\$4,000					
01606	Dump Fees	\$15,000					
01700	Building Permit	\$20,000					
01702	Miscellaneous	\$20,000					
		\$266,500	5.1%			90.0%	
Div. 01	General Conditions Total	\$266,500	Owner Estimate	BID #1	BID #2	BID #3	BID #4
02072	Demolition / Concrete	\$0	\$56,000				
02080	Hazardous Materials (Need Report)	\$0	\$260,000				
02310	Grading - Assume Existing Certification for Bldg. Pads	\$0					
02661	Underground Fire Protection Piping & Hydrants	\$0	\$45,000				
02662	Backflow Devices (3)	\$0	\$18,000				
02510	Site Water Distribution System	\$0	\$65,000				
02530	Site Sanitary Sewer Systems	\$0	\$50,000				
02360	Storm Drainage System	\$0	\$60,000				
02740	A/C Paving Striping / Trench Fill	\$0	\$30,000				
02755	Site Concrete Work - ADA Ramps / Curb & Gutter / Concrete Swales, Etc.	\$0	\$60,000				
02900	Landscaping / Irrigation	\$0	\$80,000				
02950	Survey / Construction Staking	\$0	\$20,000				
02970	SWPPP	\$0	\$15,000				
			\$759,000	14%			0.0%
Div. 02	Sitework / Demo Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4

PHASE	DESCRIPTION	PMC Estimate	Notes, Bids & Comments				
03330	Cast in Place Concrete	\$0	\$308,000				
			\$308,000	5.9%			0.0%
Div. 03 Concrete		\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
04305	Trash Enclosures	\$0	\$40,000				
04310	Site Planters - Repair	\$0	\$20,000				
04562	Fireplaces / Chimneys - Repair	\$0	\$90,000				
04700	Veneer	\$0	\$60,000				
			\$210,000	4.0%			0.0%
Div. 04 Masonry Total		\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
05500	Metal Fabrications - Trash Enclosures / Gates / Trellis	\$0	\$30,000				
			\$30,000	0.6%			0.0%
Div. 05 Metals Total		\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
06100	Rough Carpentry	\$0	\$672,000				
06200	Finish Carpentry	\$0	\$159,000				
06402	Interior Architectural Woodwork (Cabinets)	\$0	\$31,500				
			\$862,500	16.4%			0.0%
Div. 06 Wood & Plastics Total		\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
07116	Waterproofing Decks	\$0	\$21,000				
07213	Insulation	\$0	\$53,000				
07600	Sheet Metal	\$0	\$65,000				
07631	Gutters & Downspouts	\$0	\$30,000				
07920	Joint Sealers	\$0	\$16,000				
			\$185,000	3.5%			0.0%
Div. 07 Weatherproofing Total		\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
08110	Doors & Frames - Hardware	\$0	\$159,000				
08600	Windows	\$0	\$86,000				
			\$245,000	4.7%			0.0%
Div. 08 Door and Windows Total		\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
09260	Gyp Board	\$0	\$157,500				
09310	Ceramic Tile - Showers	\$0	\$63,600				
09652	Resilient Floor / Base	\$0	\$30,000				
09680	Carpet / Base	\$0	\$80,000				

PHASE	DESCRIPTION	PMC Estimate	Notes, Bids & Comments				
09900	Exterior Painting	\$0	\$90,000				
09960	Interior Painting	\$0	\$78,000				
			\$499,100	9.5%			0.0%
Div. 09	Finishes Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
10440	Signage (units only)	\$0	\$10,000				
10810	Toilet & Bath Accessories	\$0	\$53,000				
			\$63,000	1.2%			0.0%
Div. 10	Specialties Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
12513	Window Shades	\$0	\$21,200				
			\$21,200	0.4%			0.0%
Div. 12	Furnishings Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
14200	Elevators - ADA Compliant - 2 Story Building	\$0	\$80,000				
			\$80,000	1.5%			0.0%
Div. 14	Conveying Systems	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
15300	Fire Protection	\$0	\$84,000				
15400	Plumbing / Fixtures	\$0	\$127,200				
15500	HVAC - Window P - Pacs Unit	\$0	\$106,000				
			\$317,200	6.0%			0.0%
Div. 15	Mechanical Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
16000	Site Work Lighting	\$0	\$150,000				
16125	Site Work Utilities - Phone, Cable & SCE Utilities	\$0	\$150,000				
16500	New Service	\$0	\$25,000				
16721	New Interior Electric Panels	\$0	\$85,000				
16725	New Interior Wiring	\$0	\$212,000				
16761	New Exterior Wiring	\$0	\$53,000				
16762	Lighting Controls	\$0	\$10,000				
16763	Fire Alarm System	\$0	\$135,000				
16764	Security System	\$0	\$65,000				
			\$885,000	16.8%			0.0%
Div. 16	Electrical Total	\$0					
TOTAL HARD COSTS		\$266,500	\$4,731,500				

PHASE	DESCRIPTION		PMC Estimate	Notes, Bids & Comments
		100%	100%	
17850	Overhead & Profit	10.0%	10.0%	
	PERCENTAGE TOTAL	10.0%	10.0%	
		90.0%	90.0%	
	Overhead & Profit Total	\$29,611	\$525,722	
	TOTAL PROJECT VALUE	\$296,111	\$5,257,222	



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Project: Wagon Wheel Restaurant Project Budget

PHASE	DESCRIPTION	PMC Estimate	Notes, Bids & Comments				
01041	Supervision	\$60,000					
01043	Project Management	\$10,000					
01046	Miscellaneous Labor	\$6,000					
01047	Clean Up Labor	\$6,000					
01048	Final Clean Up	\$2,000					
01511	Temp Power	\$3,500					
01512	Temp Phone	\$2,000					
01513	Temp Water	\$1,000					
01515	Temp Toilet	\$900					
01517	Temp Office	\$3,500					
01531	Temp Fence	\$2,000					
01535	Waterproof / Dust Control	\$2,000					
01606	Dump Fees	\$8,000					
01700	Building Permit	Owner					
01702	Miscellaneous	\$10,000					
		\$116,900	7.4%			90.0%	
Div. 01	General Conditions Total	\$116,900	Owner Estimate	BID #1	BID #2	BID #3	BID #4
02072	Demolition	\$0	\$18,000				
02080	Hazardous Materials	\$0	\$60,000				
02310	Grading - Assume Existing Certification for Bldg. Pads	\$0					
02661	Underground Fire Protection Piping	\$0	\$26,000				
02662	Backflow Devices (3)	\$0	\$8,000				
02510	Site Water Distribution System	\$0	\$20,000				
02530	Site Sanitary Sewer Systems	\$0	\$18,000				
02360	Storm Drainage System	\$0	\$5,000				
02740	A/C Paving / Striping	\$0	\$8,000				
02755	Site Concrete Work	\$0	\$18,000				
02900	Landscaping / Irrigation	\$0	\$20,000				
02950	Survey / Construction Staking	\$0	\$15,000				
02970	SWPPP	\$0	\$8,000				
		\$224,000	14%				0.0%
Div. 02	Sitework / Demo Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
03330	Cast in Place Concrete	\$0	\$66,000				
		\$66,000	4.2%				0.0%
Div. 03	Concrete	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4

PHASE	DESCRIPTION	PMC Estimate	Notes, Bids & Comments				
04305	Trash Enclosures	\$0	\$10,000				
04310	Site Planters	\$0	\$6,000				
04562	Fireplaces / Chimneys - Repair	\$0	\$3,000				
04700	Veneer	\$0	\$15,000				
			\$34,000	2.2%			0.0%
Div. 04	Masonry Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
05500	Metal Fabrications - Trash Enclosures / Gates / Trellis	\$0	\$7,500				
			\$7,500	0.5%			0.0%
Div. 05	Metals Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
06100	Rough Carpentry	\$0	\$144,000				
06200	Finish Carpentry	\$0	\$30,000				
06402	Interior Architectural Woodwork (Cabinets)	\$0	\$40,000				
			\$214,000	13.6%			0.0%
Div. 06	Wood & Plastics Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
07213	Insulation	\$0	\$10,000				
0751	Roofing	\$0	\$78,000				
07600	Sheet Metal	\$0	\$10,000				
07631	Gutters & Downspouts	\$0					
			\$98,000	6.2%			0.0%
Div. 07	Weatherproofing Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
08110	Doors & Frames - Hardware	\$0	\$30,000				
08410	Aluminum Storefront / Windows	\$0	\$75,000				
			\$105,000	6.7%			0.0%
Div. 08	Door and Windows Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
09260	Gyp Board	\$0	\$30,000				
09310	Ceramic Tile - Toilet Rooms / Kitchen	\$0	\$60,000				
09510	Acoustical Ceiling	\$0	\$15,000				
03652	Resilient Floor / Base	\$0	\$12,000				
09680	Carpet / Base	\$0	\$18,000				
09900	Exterior Painting	\$0	\$12,000				

PHASE	DESCRIPTION	PMC Estimate	Notes, Bids & Comments				
09960	Interior Painting / Staining	\$0	\$28,000				
			\$175,000	11.1%			0.0%
Div. 09	Finishes Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
10155	Toilet Partitions	\$0	\$10,000				
10440	Signage	\$0	\$2,500				
10522	Fire Extinguishers	\$0	\$1,500				
10810	Toilet & Bath Accessories	\$0	\$4,000				
			\$18,000	1.1%			0.0%
Div. 10	Specialties Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
12513	Window Shades	\$0	\$15,000				
			\$15,000	1.0%			0.0%
Div. 12	Furnishings Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
15300	Fire Protection	\$0	\$18,000				
15400	Plumbing / Fixtures	\$0	\$183,000				
15401	Grease Trap	\$0	\$10,000				
15500	HVAC - Kitchen Hood	\$0	\$45,000				
			\$256,000	16.2%			0.0%
Div. 15	Mechanical Total	\$0	Owner Estimate	BID #1	BID #2	BID #3	BID #4
16000	Basic Electrical	\$0	\$56,000				
16721	Security System	\$0	\$10,000				
16725	Fire Alarm System	\$0	\$20,000				
16761	Telephone	\$0	\$4,000				
			\$90,000	5.7%			0.0%
Div. 16	Electrical Total	\$0					
	TOTAL HARD COSTS	\$116,900	\$1,419,400				
		100%	100%				
17850	Overhead & Profit	10.0%	10.0%				
	PERCENTAGE TOTAL	10.0%	10.0%				
		90.0%	90.0%				
	Overhead & Profit Total	\$12,989	\$157,711				
	TOTAL PROJECT VALUE	\$129,889	\$1,577,111				

EXHIBIT D



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August 19, 2008

Jasch Janowicz
The Daly Group
31238 Via Colinas, Suite F
Westlake Village, CA 91362

**RE: Wagon Wheel Rehabilitation Project
2751, 2755 & 2765 Wagon Wheel Rd.
Oxnard, CA 93036**

Dear Mr. Janowicz:

This letter is intended to serve as a supplement to our Preliminary Budget Summary Report, dated 8/14/08. As stated in our report, there is severe termite and dry rot damage which is affecting the structural integrity of the existing Wagon Wheel structures. We are certain that in order to meet both seismic and current building code requirements, the rehabilitation of the Wagon Wheel buildings will require the demolition of the existing structures followed by reconstruction with new materials that re-create the look of the originals with some reuse of existing materials that still have some integrity. A portion of the building façade contains brick which may be reused; however, the significant structural elements of the buildings are unsound and therefore unsalvageable. There is no possible way to guarantee that the existing facades can be preserved due to missing elements and deteriorated structural members.

Best regards,

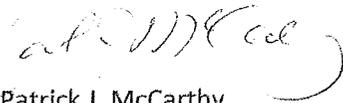

Patrick J. McCarthy
President
Pat McCarthy Construction, Inc.

EXHIBIT E

MEMORANDUM

To: City of Oxnard Planning Director
c/o Kathleen Mallory

From: Jasch Janowicz

Re: Financial Infeasibility of EIR Alternative Reducing Residential Units By 33%

This memorandum addresses the financial feasibility of Alternative No. 6.2 in the Draft EIR ("Reduced/No Towers Project With School Site"). This alternative would reduce the total residential unit count from 1,500 units to 1,000 units, a 33% reduction, but would not include any additional revenue generating development that could off-set the loss in revenue from the reduction of 500 units. As explained below, this loss of revenue under Alternative No. 6.2 would reduce the project revenue by approximately 33%, and would render the Project financially infeasible to develop.

As shown on the confidential/trade secret pro forma attached hereto, the project is anticipated to generate a total gross profit of \$16,205,247 over an eleven year period, or approximately \$10,803 per unit. This is based upon the estimated total revenue of \$126,299,000, and estimated total costs of \$110,093,753. These estimates equate to a total gross return of approximately 12.5% over the eleven year period.

Under Alternative 6.2, with the reduction in residential units from 1,500 units to 1,000 units, the total revenue would drop by one-third, to approximately \$84,620,330. However, most of the costs (land costs, infrastructure improvement costs, interest, and overhead) would remain the same. Assuming a one-third reduction in City Impact Fees, the total estimated costs would drop to \$97,630,137. Taking into account the anticipated costs and revenues, this alternative would result in a project loss of \$13,009,807. Accordingly, developing Alternative 6.2 would be financially infeasible, as no developer would invest in excess of \$100 million, in order to lose \$13 million.

Although you are authorized to disclose this Memorandum to the Planning Commission and City Council, as well as to any members of the public who request to review it, we ask that you not disclose the confidential/trade secret pro formas attached hereto, other than to Planning Commissioners, City Council Members and the Community Development Commission. Pursuant to *Public Resources Code* section 21160, the attached confidential trade secret information may be reviewed and relied upon by the public agency without disclosing the information to the general public.

PROPOSED OXNARD VILLAGE PROJECT

Oxnard Village Investments Budget and Profit Projection

Revenue	Total	1	2	3	4	5	6	7	8	9	10	11	Totals
		Budget	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	
PA1	6,800,000												6,800,000
PA2	5,000,000												5,000,000
PA3	5,300,000												5,300,000
PA4	9,000,000												9,000,000
PA5	7,100,000												7,100,000
PA7	9,000,000												9,000,000
PA8	12,300,000												12,300,000
PA9	5,400,000												5,400,000
PA10	4,600,000												4,600,000
PA11	2,600,000												2,600,000
PA12	1,540,000												1,540,000
PA14	18,240,000												18,240,000
PA15	14,510,000												14,510,000
PA16	18,008,000												18,008,000
PA18	6,900,000												6,900,000
PA19	6,900,000												6,900,000
Total Revenue	126,299,000	14,510,000	18,008,500	6,900,000	8,740,000	12,500,000	9,000,000	12,300,000	9,000,000	6,800,000	10,300,000	18,240,000	126,299,000

Costs

Land Costs	2,872,570	3,174,946	2,721,382	3,477,322	4,384,449	3,250,540	4,460,043	3,099,352	1,965,443	3,099,352	2,494,600	35,000,000
Improvement Costs	2,872,252	3,564,656	1,365,807	1,730,022	2,474,287	1,781,487	2,434,699	1,781,487	1,346,011	2,038,812	3,610,480	25,000,000
City Impact Fees	3,902,937	4,874,987	1,752,353	2,628,995	3,752,586	2,701,862	3,692,545	2,701,862	2,041,407	3,092,131	6,626,871	37,768,536
Interest	784,150	973,182	372,877	477,311	675,502	486,361	664,694	486,361	367,473	556,614	985,692	6,825,217
Overhead	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	5,500,000
Total Costs	10,931,909	13,087,771	6,712,419	8,808,650	11,786,824	8,720,250	11,751,981	8,569,062	6,220,334	9,286,909	14,217,643	110,093,753
Gross Profit	3,578,091	4,920,729	187,581	-68,650	713,676	279,750	548,019	430,938	579,666	1,013,091	4,022,357	16,205,247

755939.525

**CONFIDENTIAL TRADE SECRET
INFORMATION SUBMITTED
PURSUANT TO PRC § 21160**

ALTERNATIVE 6.2

**Oxnard Village Investments
Budget and Profit Projection with 500 Fewer Residential Units**

Revenue	Total	1	2	3	4	5	6	7	8	9	10	11	Totals
	Budget	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
PA1	6,800,000									6,800,000			6,800,000
PA2	5,000,000										5,000,000		5,000,000
PA3	5,300,000										5,300,000		5,300,000
PA4	9,000,000						9,000,000						9,000,000
PA5	7,100,000					7,100,000							7,100,000
PA7	9,000,000								9,000,000				9,000,000
PA8	12,300,000												12,300,000
PA9	5,400,000							5,400,000					5,400,000
PA10	4,600,000												4,600,000
PA11	2,600,000												2,600,000
PA12	1,540,000												1,540,000
PA14	18,240,000											18,240,000	18,240,000
PA15	14,511,000												14,511,000
PA16	18,008,000												18,008,000
PA18	6,900,000												6,900,000
PA19	6,900,000												6,900,000

Total Revenue	126,299,000	14,511,500	18,008,500	6,900,000	8,740,000	12,500,000	9,000,000	12,300,000	9,000,000	6,800,000	10,300,000	18,240,000	126,299,000
500 less units	84,620,330	9,722,705	12,065,695	4,623,000	5,855,800	8,375,000	6,030,000	8,241,000	6,030,000	4,556,000	6,901,000	12,220,800	84,620,330
Costs													

Land Costs	2,872,570	3,174,946	2,721,382	3,477,322	4,384,449	3,250,540	4,460,043	3,099,352	1,965,443	3,099,352	2,494,600	35,000,000	
Improvement Costs	2,872,253	3,564,656	1,365,807	1,730,022	2,474,287	1,781,487	2,434,699	1,781,487	1,346,011	2,038,812	3,610,480	25,000,001	
City Impact Fees (1/3 less)	2,614,968	3,266,241	1,174,077	1,761,427	2,514,233	1,810,248	2,474,005	1,810,248	1,367,743	2,071,728	4,440,004	25,304,919	
Interest	784,150	973,182	372,877	472,311	675,502	486,361	664,694	486,361	367,473	556,614	985,692	6,825,217	
Overhead	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	5,500,000	
Total Costs	9,643,941	11,479,025	6,134,143	7,941,081	10,548,471	7,828,635	10,533,441	7,677,448	5,546,669	8,266,506	12,030,776	97,630,137	
Gross Profit with 500 Fewer Units													-13,009,807

755939.5248

**CONFIDENTIAL TRADE SECRET
INFORMATION SUBMITTED
PURSUANT TO PRC § 21160**

Attachment G

General Plan Amendment resolution

RESOLUTION NO. 2008- [06-620-03]

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL ADOPTION OF A GENERAL PLAN AMENDMENT (PZ 06-620-03) TO CHANGE THE LAND USE MAP TO DESIGNATE PROPERTY LOCATED NEAR THE NORTHWESTERN EDGE OF THE CITY OF OXNARD, AND BOUNDED BY HIGHWAY 101 TO THE NORTH, OXNARD BOULEVARD TO THE EAST, THE UNION PACIFIC RAILROAD AND EL RIO DRAIN TO THE SOUTH, AND NORTH VENTURA ROAD TO THE WEST (APN'S 139-0-022-015, 139-0-022-030, 139-0-022-040, 139-0-022-060, 139-0-022-125, 139-0-022-140, 139-0-022-150, 139-0-150-110, 139-0-150-135, 139-0-161-015, 139-0-161-025, 139-0-162-040, 139-0-162-075, 139-0-162-085, 139-0-170-015, 139-0-170-025, 139-0-170-030, 139-0-170-045, 139-0-170-055, and 139-0-170-085). FILED BY DALY GROUP/OXNARD VILLAGE INVESTMENTS LLC, 31238 VIA COLINAS, SUITE 103, WESTLAKE VILLAGE, CA 91362.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 06-620-03 , filed by the Daly Group/Oxnard Villag Investments LLC, to amend the land use map of the General Plan to change the land use designation on a 64 acre parcel from Commercial Regional to Specific Plan; 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. 06-620-03; 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. 06-620-03; and

WHEREAS, a final environmental impact report has been certified for this project, and the Planning Commission has considered the final environmental impact report before making its recommendation herein; and

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. 06-620-03 as follows:

Part 1. Amending the 2020 General Plan Land Use Map (Figure V-5) land use designation as shown in Exhibit "A" attached hereto.

Resolution No. 2008-____

Page 2

Oxnard Village Specific Plan GPA

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of
SEPTEMBER, 2008 by the following vote:

AYES: Commissioner:

NOES: Commissioner:

ABSENT: Commissioner:

Michael Sanchez, Chairman

ATTEST: _____
Susan L. Martin, Secretary

Resolution No. 2008-____

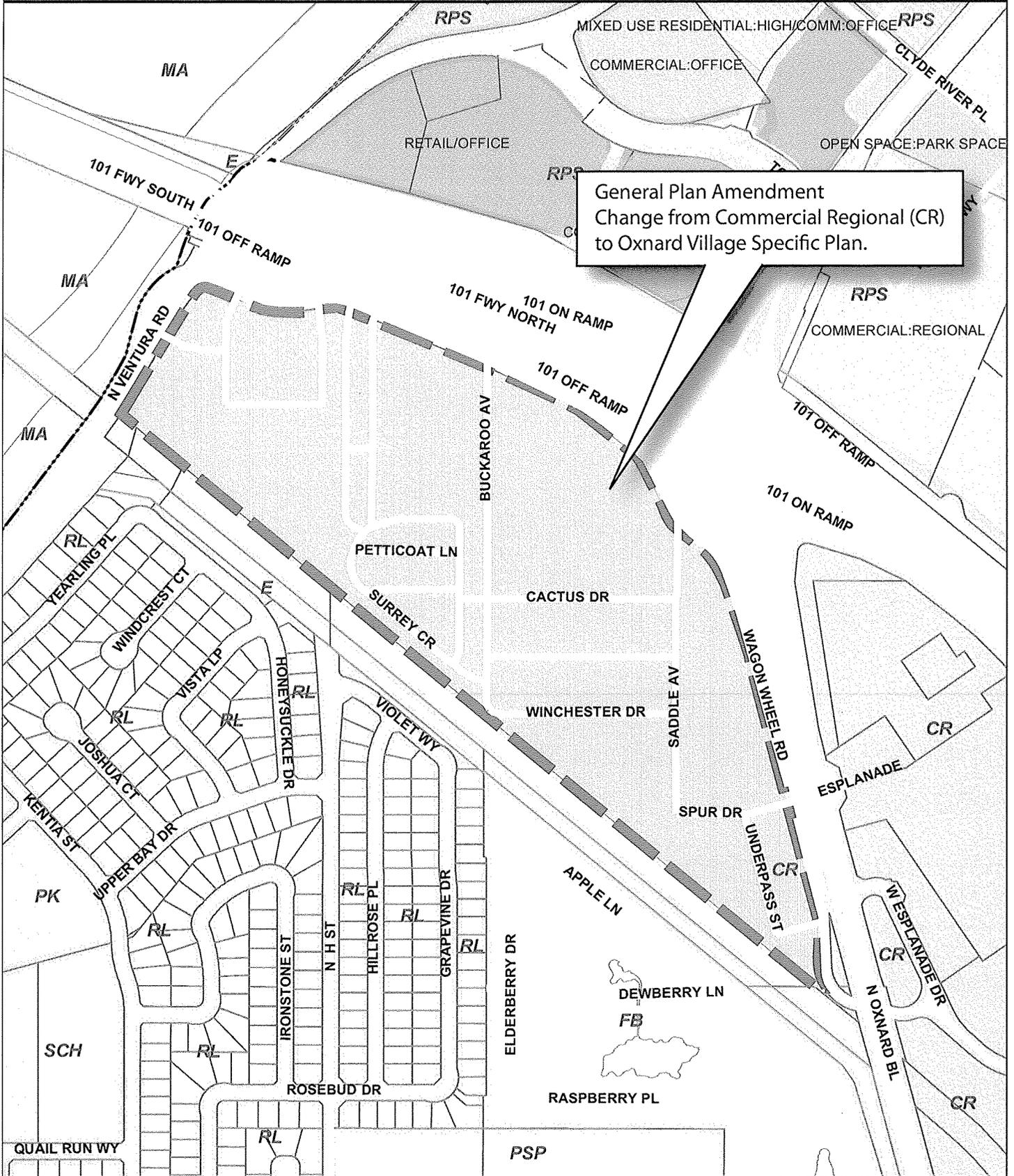
Page 3

Oxnard Village Specific Plan GPA

EXHIBIT 'A'

General Plan Amendment

General Plan Amendment



General Plan Amendment
Change from Commercial Regional (CR)
to Oxnard Village Specific Plan.



PZ 06-620-03 GPA, PZ 06-570-05 ZC, PZ 06-535-02 DB, PZ 06-670-02 DA,
OPA, PZ 06-540-02 PD, PZ 06-300-08 TSM
Location: Wagon Wheel
APN: 139002201, 139002203, 139002204, 139002206, 139002212, 139002214,
139015011, 139015013, 139016101, 139016101, 139016102, 139016204, 139016207,
139016208, 139017001, 139017002, 139017003, 139017004,
139017005, 139017008

General Plan Amendment

0 75 150 300 450 600 Feet



Attachment H

Specific Plan Adoption resolution

RESOLUTION NO. 2008- [08-630-02]

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL ADOPTION OF THE OXNARD VILLAGE SPECIFIC PLAN FOR THE PROJECT LOCATED NEAR THE NORTHWESTERN EDGE OF THE CITY OF OXNARD, AND BOUNDED BY HIGHWAY 101 TO THE NORTH, OXNARD BOULEVARD TO THE EAST, THE UNION PACIFIC RAILROAD AND EL RIO DRAIN TO THE SOUTH, AND NORTH VENTURA ROAD TO THE WEST (APN'S 139-0-022-015, 139-0-022-030, 139-0-022-040, 139-0-022-060, 139-0-022-125, 139-0-022-140, 139-0-022-150, 139-0-150-110, 139-0-150-135, 139-0-161-015, 139-0-161-025, 139-0-162-040, 139-0-162-075, 139-0-162-085, 139-0-170-015, 139-0-170-025, 139-0-170-030, 139-0-170-045, 139-0-170-055, and 139-0-170-085). FILED BY DALY GROUP/OXNARD VILLAGE INVESTMENTS LLC, 31238 VIA COLINAS, SUITE 103, WESTLAKE VILLAGE, CA 91362.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 08-630-02, filed by the Daly Group/Oxnard Village Investments LLC to adopt the Oxnard Village Specific Plan for the 64 acre project area in the location described above; 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. 08-630-02; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require adoption of Planning and Zoning Permit No. 08-630-02; and

WHEREAS, a final environmental impact report has been certified for this project, and the Planning Commission has considered the final environmental impact report 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 approval of the Oxnard Village Specific Plan as attached within Exhibits "A", attached hereto and incorporated by reference.

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of SEPTEMBER, 2008 by the following vote:

AYES: Commissioners:

NOES: Commissioners:

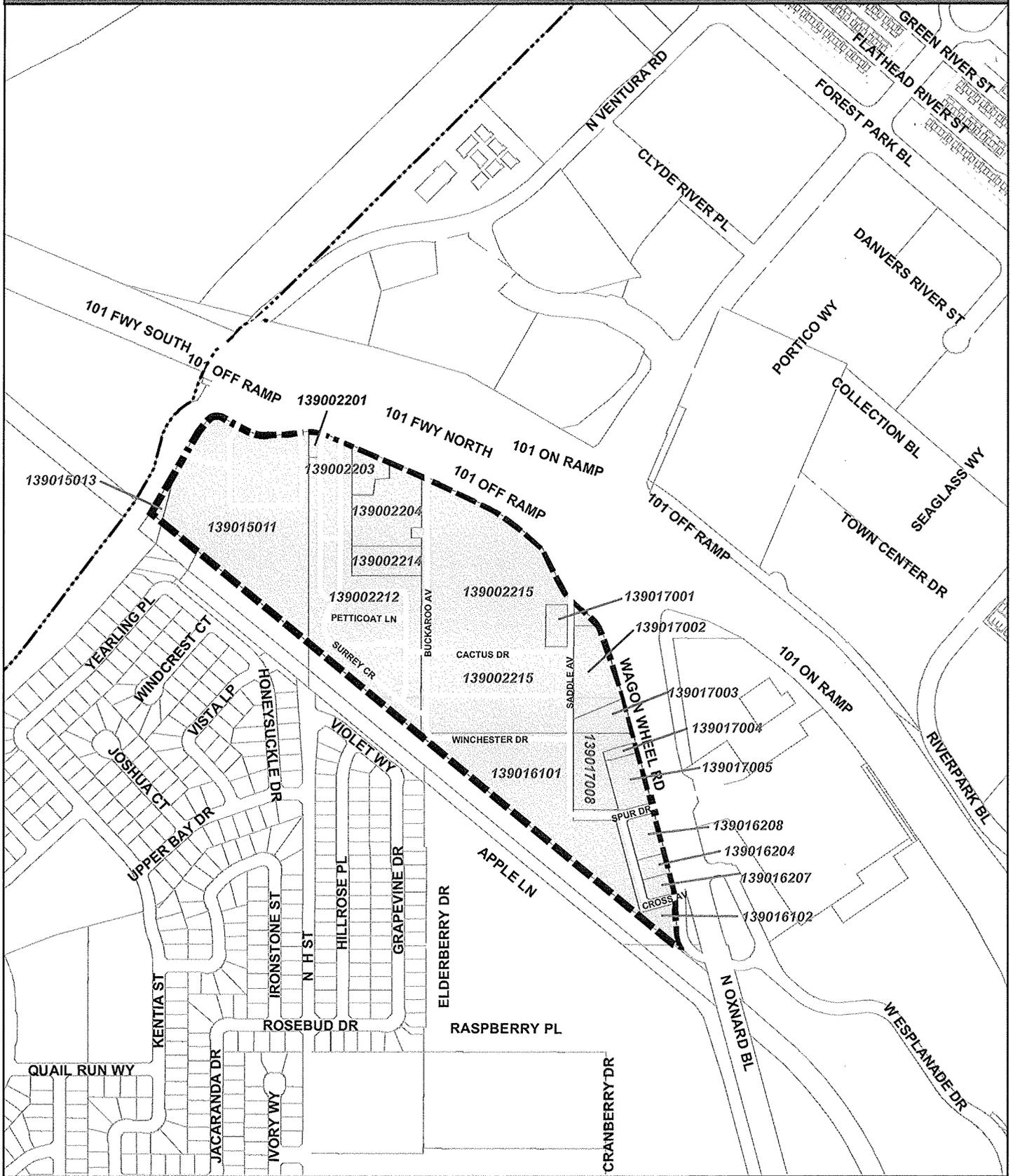
ABSENT: Commissioners:

Michael Sanchez, Chairperson

ATTEST: _____
Susan L. Martin, Secretary

EXHIBIT A
OXNARD VILLAGE SPECIFIC PLAN – SEPTEMBER 2008

Specific Plan Area Map



Oxnard Planning
September 9, 2008

PZ 06-620-03 (General Plan Amendment)
PZ 06-570-05 (Zone Change)
PZ 06-535-2 (Density Bonus)
Heritage Equities, LLC

Specific Plan Area Map
Oxnard Village



Attachment I

Zone Change resolution

RESOLUTION NO. 2008- [06-570-05]

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL ADOPTION OF A ZONE CHANGE (PZ 06-570-05), TO CHANGE THE ZONE DISTRICT FROM GENERAL COMMERCIAL, PLANNED DEVELOPMENT AND COMMERCIAL AND LIGHT MANUFACTURING TO SPECIFIC PLAN FOR THE PROJECT LOCATED NEAR THE NORTHWESTERN EDGE OF THE CITY OF OXNARD, AND BOUNDED BY HIGHWAY 101 TO THE NORTH, OXNARD BOULEVARD TO THE EAST, THE UNION PACIFIC RAILROAD AND EL RIO DRAIN TO THE SOUTH, AND NORTH VENTURA ROAD TO THE WEST (APN'S 139-0-022-015, 139-0-022-030, 139-0-022-040, 139-0-022-060, 139-0-022-125, 139-0-022-140, 139-0-022-150, 139-0-150-110, 139-0-150-135, 139-0-161-015, 139-0-161-025, 139-0-162-040, 139-0-162-075, 139-0-162-085, 139-0-170-015, 139-0-170-025, 139-0-170-030, 139-0-170-045, 139-0-170-055, and 139-0-170-085). FILED BY DALY GROUP/OXNARD VILLAGE INVESTMENTS LLC, 31238 VIA COLINAS, SUITE 103, WESTLAKE VILLAGE, CA 91362.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 06-570-05 filed by the Daly Group/Oxnard Village Investments LLC, to amend the zoning of the above-described property from General Commercial Planned Development (C-2-PD) and Commercial and Light Manufacturing (CM) to specific plan; 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. 06-570-05 ; 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. 06-570-05; and

WHEREAS, a final environmental impact report has been certified for this project, and the Planning Commission has considered the final environmental impact report 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. 06-570-05, amending the City's official Zoning Map to change the zoning designation 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 18th day
of SEPTEMBER 2008, by the following vote:

AYES: Commissioners:

ABSTAIN: Commissioner:

NOES: Commissioners:

ABSENT: Commissioners:

Michael Sanchez, Chairman

ATTEST: _____
Susan L. Martin, Secretary

Resolution No. 2008-[06-570-05]

Page 3

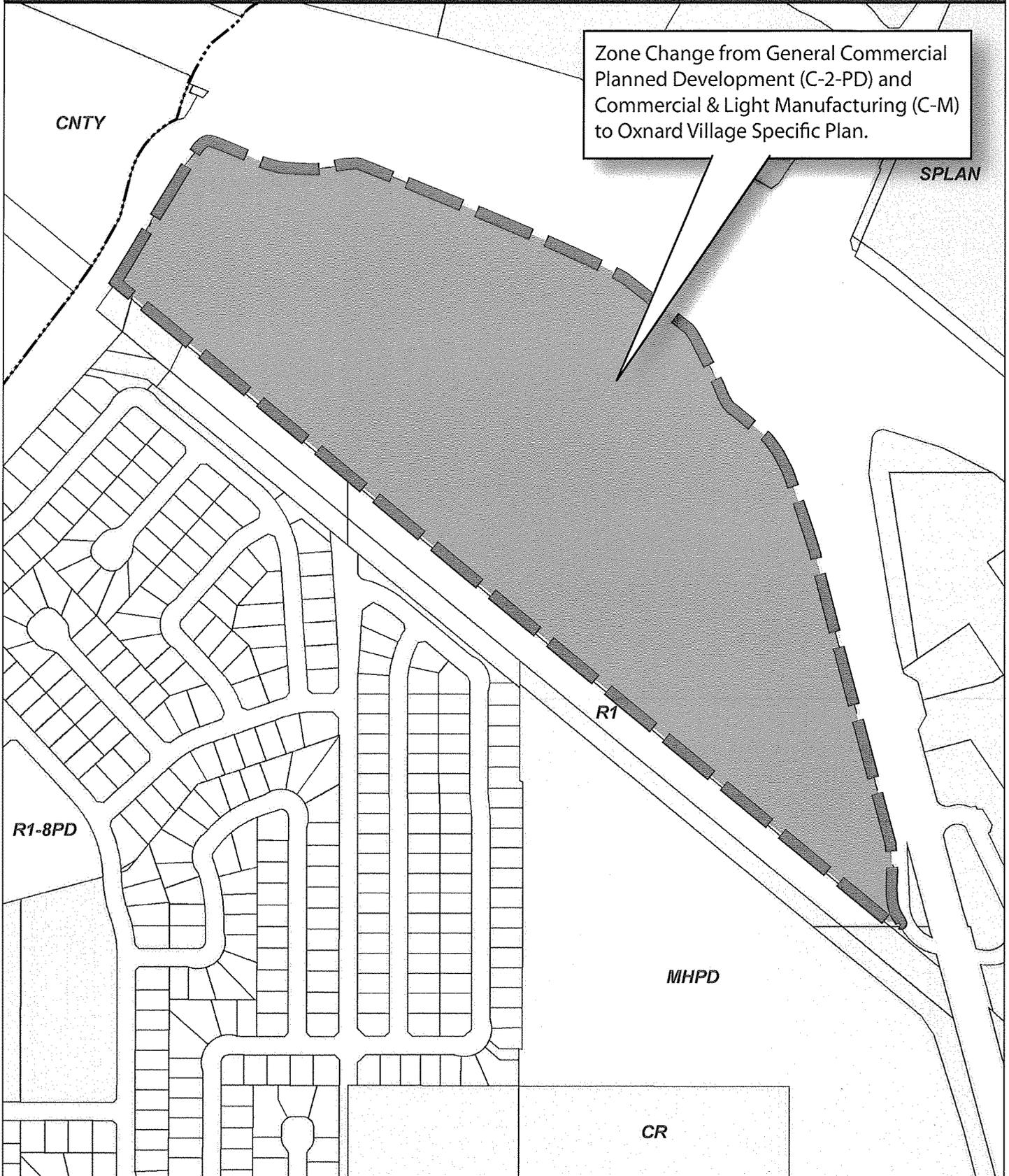
September 18, 2008

Oxnard Village Specific Plan

Exhibit A
Zone Change

Zone Change

Zone Change from General Commercial Planned Development (C-2-PD) and Commercial & Light Manufacturing (C-M) to Oxnard Village Specific Plan.



Oxnard Planning
September 10, 2008

PZ 06-620-03 GPA, PZ 06-570-05 ZC, PZ 06-535-02 DB, PZ 06-670-02 DA,
OPA, PZ 06-540-02 PD, PZ 06-300-08 TSM

Location: Wagon Wheel

APN: 139002201, 139002203, 139002204, 139002206, 139002212, 139002214,
139015011, 139015013, 139016101, 139016101, 139016101, 139016102, 139016204, 139016207,
139016208, 139017001, 139017002, 139017003, 139017004,
139017005, 139017008

Zone Change

0 75 150 300 450 600 Feet



1:5,024

Attachment J

Mobile Home Closure Permit resolution

RESOLUTION NO. 2008__

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DETERMINING THAT THE WAGON WHEEL CLOSURE IMPACT REPORT IS SUFFICIENT PURSUANT TO GOVERNMENT CODE SECTION 65863.7 AND MUNICIPAL CODE SECTION CHAPTER 24, ARTICLE II FOR THE CLOSURE OF THE WAGON WHEEL TRAILER LODGE LOCATED AT 2851 WAGON WHEEL ROAD AND APPROVAL OF MOBILEHOME PARK CLOSURE PERMIT, PLANNING AND ZONING PERMIT NO. 06-260-01.

WHEREAS, Oxnard Village Investments, LLC (Oxnard Village) owns and operates Wagon Wheel Trailer Lodge, a 171 space mobilehome and recreational vehicle park located at 2851 Wagon Wheel Road, Assessor's Parcel No. 139-0-022-125. The mobilehome park is within the owners project known as The Village Specific Plan located within the Historic Enhancement and Revitalization of Oxnard (HERO) Redevelopment Project Area. The mobilehome park closure is an integral component of The Village Specific Plan; and

WHEREAS, from April 2005 to August 2008, Oxnard Village has engaged in mobilehome park community outreach programs concerning the mobilehome park closure including, over 100 individual meetings with residents, 51 in-home visits/door to door surveys, 12 meetings with the Wagon Wheel Residents Subcommittee, 6 general Wagon Wheel community meetings, 2 Cabrillo Economic Development Corporation sponsored Wagon Wheel community meetings, published 5 information newsletters, provided a continuous toll-free hotline for resident's questions or concerns and provided English to Spanish translation services at all community meetings and whenever necessary; and

WHEREAS, on May 12, 2006, Oxnard Village provided Wagon Wheel residents with a bilingual written notice that Oxnard Village no sooner than ninety days from the date of the notice intended to file with the City an application for a permit to close Wagon Wheel. Oxnard Village prepared and has duly filed with the City proof of service confirming that all residents were timely provided with a copy of this notice; and

WHEREAS, from May 12, 2006 to September 2006, Oxnard Village pursuant to the California Mobilehome Residency Law, Civil Code Section 798.56(g), Government Code Section 65863.7 and the City's Municipal Code, Chapter 24, Article II, Section 24-39, undertook the necessary steps to prepare and did prepare a mobilehome park closure impact report concerning the closure of Wagon Wheel Trailer Lodge and displacement of its residents; and

WHEREAS, on or about November 14, 2006, Oxnard Village provided residents with copies of the Mobilehome Park Closure Impact Report dated September 1, 2006, (CIR) and notice that the Wagon Wheel mobile home will be closed pursuant to the

California Mobilehome Residency Law, Civil Code Section 798.56(g), Government Code Section 65863.7 and the City's Municipal Code, Chapter 24, Article II, Section 24-39. Oxnard Village prepared and duly filed with the City its application for a mobilehome park closure permit to close Wagon Wheel Trailer Lodge and proof of service confirming that all residents were timely provided with a copy of the Notice That Wagon Wheel Will Close and the CIR; and

WHEREAS, on or about August 30, 2007, residents were provided with (1) a notice of public hearing from the City for a public meeting of the Planning Commission held on October 4, 2007, (2) a letter from Oxnard Village dated July 24, 2007, which described a supplemental relocation benefit package, and (3) the CIR (in both English and Spanish); and

WHEREAS, on October 4, 2007, the Planning Commission held a duly noticed public hearing to consider and did consider Oxnard Village's application for a permit to close Wagon Wheel Trailer Lodge, the CIR and the supplemental proposal for relocation benefits, but took no final action; and

WHEREAS, on September 2, 2008, Oxnard Village requested that the City in its Planning Commission meeting of September 18, 2008: (1) determine the sufficiency of the CIR and supplemental proposals for relocation benefits pursuant to Government Code Section 65863.7 and Municipal Code Chapter 24, Article II and (2) approve its application for a closure permit for the closure of the mobilehome park. In addition, Oxnard Village requested that the Planning Commission consider: The Village Specific Plan, The Village Tentative Tract Map, The Village General Plan Amendment, The Village Zone Change, The Village Development Agreement and Owner's Participation Agreement, and The Village Final Environmental Impact Report. Oxnard Village has filed with the City proof of service confirming that Wagon Wheel residents were timely provided with a copy of the requisite 15 day advance notice of this hearing; and

WHEREAS, on September 18, 2008, the City Planning Commission held a public hearing in the City Council Chambers, 305 West Third Street, Oxnard, California. A notice of time, place and purpose of the aforesaid meeting was given in accordance with Government Code Section 65863.7(b) and applicable law. Evidence, both written and oral was presented to and considered by the Planning Commission at this meeting; and

WHEREAS, Oxnard Village's application for a mobilehome closure permit includes a concept and site plan reflected in The Village Specific Plan, a list of residents and the Mobilehome Park Closure Impact Report dated September 1, 2006, prepared by Star Management of Santa Ana, California. The report includes, among other things, a discussion of the impact of the park's proposed closure on residents including the reasons for closure and state and local regulations governing closure; it identifies the availability of adequate replacement sites in mobilehome parks to which residents might relocate their mobilehomes; identifies other alternative housing options available to residents; it provides an analysis of reasonable relocation costs, and; describes five mitigation measures in the form of relocation benefits and assistance that Oxnard Village is offering

to mitigate the impact of the park's closure upon residents. Oxnard Village as a relocation benefit also is offering residents Voluntary Relocation Agreements that allow the parties to negotiate specific terms of a relocation package tailored to a resident's individual and/or household needs; and

WHEREAS, in addition and as a supplement to the mitigation measures/relocation benefits described in the Mobilehome Park Closure Impact Report dated September 1, 2006 and Voluntary Relocation Agreements, Oxnard Village as a feature of its affordable housing component of The Village Specific Plan consisting of 225 affordable units for very low, low and moderate income households, is offering as a mitigation measure/relocation benefit, a replacement housing relocation program for State and City income qualified mobilehome owners residing in the mobilehome park. This program includes the opportunity to relocate on a priority basis into an affordable housing unit specified in The Village Specific Plan and remain on the mobilehome park site at significantly reduced rent until completion of the selected affordable housing units. In addition, Oxnard Village is offering mobilehome owners a cash payment of \$20,000.00 and recreational vehicles owners \$2,500.00, upon moving out of the mobilehome park prior the mobilehome park closing; and

NOW THEREFORE the Planning Commission of the City of Oxnard resolves as follows:

Section 1: Based on the aforementioned findings, Oxnard Village's application for a mobilehome park closure permit, the Mobilehome Park Closure Impact Report dated September 1, 2006, the whole of the administrative record and the evidence and testimony received during the public hearing, the Planning Commission determines that:

- (a) Oxnard Village's application for a mobilehome closure permit is complete and meets all substantive and procedural requirements pursuant to Section 65863.7 of the Government Code and Chapter 24, Article II sections 24 – 39 of the Oxnard Municipal Code;
- (b) The Mobilehome Closure Impact Report dated September 1, 2006, is sufficient and reasonably and adequately identifies the reasons for closure and the state and local regulations governing closure; identifies the availability of adequate replacement sites in mobilehome parks to which residents might relocate their mobilehomes; identifies other alternative housing options available to residents; provides a sufficient and adequate analysis of reasonable relocation costs, and; describes five mitigation measures in the form of relocation benefits and assistance and Voluntary Relocation Agreements that Oxnard Village is offering that are reasonable and adequate to mitigate the impact of the mobilehome park's closure upon displaced residents and are consistent with, or exceed, the requirements of Section 65863.7(e) of the Government Code and Chapter 24, Article II Sections 24 – 39 of the Oxnard Municipal Code.

- (c) The replacement housing relocation program for State and City income qualified mobilehome owners residing in the mobilehome park that Oxnard Village is offering as a feature of its affordable housing component of The Village Specific Plan consisting of 225 affordable units for very low, low and moderate income households that includes the opportunity to relocate on a priority basis into an affordable housing unit specified in The Village Specific Plan and to remain on the mobilehome park site at significantly reduced rent until completion of the selected affordable units is reasonable and adequate to mitigate the impact of the mobilehome park's closure upon displaced residents and is consistent with, or exceeds, the requirements of Section 65863.7(e) of the Government Code and Chapter 24, Article II sections 24 – 39 of the Oxnard Municipal Code.
- (d) Oxnard Village's offer to mobilehome owners residing in the mobilehome park of a cash payment of \$20,000.00 and recreational vehicles owners \$2,500.00, upon moving out of the mobilehome park prior the mobilehome park closing is reasonable and adequate to mitigate the impact of the mobilehome park's closure upon displaced residents and is consistent with, or exceeds, the requirements of Section 65863.7(e) of the Government Code and Chapter 24, Article II sections 24 – 39 of the Oxnard Municipal Code.
- (e) Considering the nature and scope of The Village Specific Plan, closure of Wagon Wheel will not be materially detrimental to the housing needs and affected neighborhood and the City as a whole.

Section 2: Based on the determinations contained in Section 1 above, the Mobilehome Park Closure Impact Report dated September 1, 2006 concerning the closure of Wagon Wheel Trailer Lodge is sufficient.

Section 3: Based on the determinations contained in Section 1 above, Oxnard Village's application for a mobilehome park closure permit, Planning and Zoning Permit No. 06-260-1, is hereby approved, with the following conditions:

- (a) The mitigation measures/relocation benefits contained in the Mobilehome Park Closure Impact Report dated September 1, 2006, shall be implemented and Voluntary Relocation Agreements shall continue to be offered by Oxnard Village to residents to mitigate the impact of the closure of Wagon Wheel;
- (b) The replacement housing relocation program for State and City income qualified mobilehome owners residing in the mobilehome, as a feature of the affordable housing component of The Village Specific Plan consisting of 225 affordable units for very low, low and moderate income households including the opportunity to relocate on a priority basis into an affordable housing unit

specified in The Village Specific Plan and to remain on the mobilehome park site at significantly reduced rent until completion of the selected affordable units or 2 years, whichever is later, shall be implemented through the Village Development Agreement upon approval of The Village Specific Plan.

- (c) Oxnard Village shall offer mobilehome owners a cash payment of \$20,000.00 and recreational vehicles owners \$2,500.00, upon moving out of the mobilehome park prior to the mobilehome park closing to mitigate the impact of the closure of Wagon Wheel;
- (d) Resident's displaced by the closure of Wagon Wheel and who are eligible to receive relocation benefits as set forth in this resolution and the Mobilehome Park Closure Impact Report dated September 1, 2006, shall within a reasonable time of adoption of this resolution notify Oxnard Village staff in writing which mitigation measure/relocation benefit resident has selected and desires to receive;
- (e) Closure of Wagon Wheel shall occur no sooner than two years from the date of adoption of this resolution and this permit shall be extended as necessary to accommodate implementation of mitigation measures/relocation benefits and closure of Wagon Wheel; and
- (f) The closure permit shall be effective only upon approval of The Village Specific Plan.

Section 4: This resolution shall take effect immediately upon its adoption by the City Planning Commission unless appealed to the City Council in a timely manner.

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of SEPTEMBER, 2008 by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

Michael Sanchez, Chairperson

ATTEST: _____
Susan L. Martin, Secretary

Attachment K

Draft Development Agreement

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
214 South C Street
Oxnard, California 93030
Attention: Development Services Director

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made in Ventura County, California, as of October 21, 2008, by and between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and OXNARD VILLAGE INVESTMENTS, LLC, a Delaware limited liability company (the "Developer").

RECITALS

- A. The City is authorized pursuant to Government Code sections 65864 through 65869.5 and City Council Resolution No. 10,448 to enter into binding development agreements with persons or entities owning legal interests in real property located within the City.
- B. Developer is the owner of that certain real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- C. The City and Developer each desire to enter into this Agreement affecting the Property in conformance with Government Code section 65864 *et seq.* in order to achieve the mutually beneficial development of the Property in accordance with this Agreement.
- D. The development project which the Developer seeks to develop on the Property will consist of not more than 1,500 residential units, community parks and open space, a transit center, and not more than 50,400 square feet of neighborhood serving commercial retail and small commercial office space uses, as more particularly set forth in the Specific Plan (collectively, the "Project"), all in accordance with the Oxnard Village Specific Plan, as amended from time to time (the "Specific Plan") adopted by the City Council of the City (the "City Council") on October 14, 2008. In connection with the Project, the Planning Commission of the City (the "Planning Commission") certified an environmental impact report (the "EIR") for the Project on September 18, 2008.

- E. The City and the Developer each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed strictly in accordance with the provisions of this Agreement.
- F. This Agreement will benefit the Developer and the City by eliminating uncertainty in planning and providing for the orderly development of the Project. Specifically, this Agreement (1) eliminates uncertainty about the validity of exactions to be imposed by the City, (2) allows installation of necessary improvements that benefit the Project, the City and the region, (3) provides for public services and infrastructure appropriate to the development of the Property, (4) provides for the construction of needed affordable housing, and (5) generally serves the public interest within the City and the surrounding region.
- G. The Planning Commission and City Council have each given notice of their intention to consider this Agreement, have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code. The City Council has found that the provisions of this Agreement are consistent with the City's 2020 General Plan for development within the City, as amended (the "General Plan"), City zoning ordinances, as amended, and the Specific Plan. The City Council has also specifically considered the impacts and benefits of the Project upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Agreement is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.
- H. On September 18, 2008 the Planning Commission held a duly noticed public hearing on this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Developer agree as follows:

1. Definitions.

1.1 "Affordable" shall mean a Dwelling Unit available at Affordable Rent.

1.2 "Affordable Rent" shall have the same meaning set forth in Health and Safety Code section 50053, as more specifically set forth in the Agreement Containing Covenants Affecting Real Property to be attached to the OPA.

1.3 "Applicable Rules" means the rules, regulations and official policies of the City which were in force as of the Effective Date (as defined below), including, but not limited to, the General Plan, the Specific Plan, City zoning ordinances and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental consideration, grading requirements, and design criteria

applicable to the Project. Applicable Rules shall not include building standards adopted by the City pursuant to Health and Safety Code sections 17922 and 17958.5.

1.4 “Area Median Income” shall mean the area median income for the County of Ventura as published annually by the Department of Housing and Community Development and determined in accordance with the U.S. Department of Housing and Urban Development published criteria from time to time in effect. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

1.5 “CDC” shall mean the Oxnard Community Development Commission.

1.6 “City Council” shall mean the City Council of the City.

1.7 “City Manager” shall mean the City Manager of the City.

1.8 “County” shall mean Ventura County.

1.9 “Development Impact Fees” means and includes all fees charged by the City in connection with the application, processing and approval or issuance of permits for the development of property, including, without limitation: application fees; permit processing fees; inspection fees; utility capacity fees; service or connection fees; development impact or major facilities fees; park fees; flood control fees; environmental impact mitigation fees; affordable housing fees; and any similar governmental fees, charges and exactions required for the development of the Project.

1.10 “Discretionary Actions” and “Discretionary Approvals” means those actions and approvals which require the exercise of judgment, or imposition of a condition or obligation, by any officer, employee, review board, commission or department of the City. Discretionary Actions and Discretionary Approvals are distinguished from activities or approvals which merely require any officer, employee, review board, commission or department of the City to determine whether or not there has been compliance with applicable statutes, ordinances, regulations or conditions of approval.

1.11 “Dwelling Unit” shall mean a place in the Project that is legally available to be the permanent abode of a person or family including, but not limited to, a single-family dwelling, a single-family unit in a two-family unit, a single-family unit in a multi-family, townhome or mixed use development, or a unit of a condominium project.

1.12 “Effective Date” means the date on which the ordinance approving this Agreement has been adopted by the City.

1.13 “Financing District” or “Financing Districts” means a community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code section 53311 *et seq.*), an assessment district formed pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code section 22500 *et seq.*), or any other similar special district or assessment district existing pursuant to state law for purposes of financing the cost of public improvements, facilities, services or public facilities within a distinct geographic area of the City.

1.14 “Low Income Household” shall mean persons and families whose gross incomes do not exceed eighty percent (80%) of the Area Median Income, adjusted for size.

1.15 “Lower Income Household” shall mean persons and families whose gross incomes do not exceed sixty percent (60%) of the Area Median Income, adjusted for size.

1.16 “Moderate Income Household” means persons and families whose gross incomes do not exceed one hundred twenty percent (120%) of the Area Median Income, adjusted for size.

1.17 “OPA” shall mean that certain Owner Participation Agreement by and between the CDC and Developer, which the parties anticipate will be considered for approval by the CDC within thirty (30) days following the Effective Date, unless extended by mutual written agreement of the parties.

1.18 “Periodic Review” shall have the meaning assigned to such term in Paragraph 19(a).

1.19 “Planning Commission” shall mean the Planning Commission of the City.

1.20 “Project” shall mean that development contemplated pursuant to the Specific Plan.

1.21 “Relocation Laws” shall mean all applicable state and local relocation laws, including, without limitation, the California Relocation Assistance Law, Government Code Section 7260 *et seq.* and the implementing regulations thereto in the California Code of Regulations, Title 24, Section 6000 *et seq.* and the local implementing regulations thereto, and all applicable federal relocation laws, including, without limitation, the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, 42 U.S.C. 4201-4655, and 49 CFR Part 24, the acquisitions and eminent domain laws in Government Code Section 7267 *et seq.* and Code of Civil Procedure Section 1240.000 *et seq.* and any other applicable federal, state or local enactment, regulation or practice providing for relocation assistance and benefits, acquisition and/or compensation of property interests (including, without limitation, goodwill and furnishings, fixtures and equipment, leasehold bonus value, and moving expenses).

1.22 “Specific Plan” shall mean the Oxnard Village Specific Plan adopted by the City Council on October 14, 2008, as may be amended from time to time.

1.23 “Subsequent Applicable Rules” means the rules, regulations and official policies of the City, as they may be adopted and become operative after the Effective Date which, other than as provided for in this Agreement, would govern the General Plan, City zoning ordinances, Specific Plan and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental considerations, grading requirements and design criteria applicable to the Project and Property.

1.24 “Very Low Income Household” means persons and families whose gross incomes do not exceed fifty percent (50%) of the Area Median Income, adjusted for size.

2. Term of Agreement. This Agreement shall become operative and commence upon the Effective Date and shall remain in effect for a term of twenty (20) years. Upon the expiration or termination of the term, this Agreement shall be deemed terminated and have no further force and effect.

3. Vested Right to Develop the Project. Subject to Paragraphs (c) through (g), below, and the Applicable Rules, the City hereby grants to the Developer the vested right to develop the Project on the Property to the extent and in the manner provided in this Agreement. Subject to Paragraphs (c) through (g), below, any change in the Applicable Rules adopted or becoming effective after the Effective Date shall not be applicable to or binding upon the Project or the Property. Subject to Paragraphs (c) through (g), below, this Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of the City’s ability to regulate development of the Project.

(a) **No Conflicting Enactments.** Subject to Paragraphs (c) through (g), below, neither the City Council nor any department of the City shall enact rules, regulations, ordinances or other measures which relate to the rate, timing, sequencing, density, intensity or configuration of the development of any part of the Project which is inconsistent or in conflict with this Agreement.

(b) **Initiative Measures.** Subject to Paragraphs (c) through (g), below, the Developer and City intend that no moratorium or other limitation (whether relating to the rate, timing or sequence of the development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, certificates of occupancy or other entitlements shall apply to the Project to the extent such moratorium or other limitation is inconsistent or conflicts with this Agreement.

(c) **Zoning, Design and Development Standards.** Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify zoning and design and development standards, provided such modifications do not prevent or materially and adversely affect development of the Project in accordance with the Applicable Rules (for example purposes only, modifying the zoning code so that any developable portion of the Property was restricted to open space use would be a modification that materially and adversely

affects development of the Project, as would a reduction in density or allowable square footage of development within the Project).

(d) Federal or State Laws. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify any of the Applicable Rules to the extent necessary to comply with applicable federal or state laws, codes or regulations which preempt local jurisdiction including, by way of example, and without limiting the generality of the foregoing, the California Environmental Quality Act, all building codes, and any safety regulations, but such modifications shall be made only to the extent required thereunder.

(e) Emergency. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to apply to the Project any development moratorium, limitation on the delivery of City-provided utility services, or other generally applicable emergency rule, regulation, law or ordinance affecting land use: (1) which is based on genuine health, safety and general welfare concerns (other than general growth management issues); (2) which arises out of a documented emergency situation, as declared by the President of the United States, Governor of California, or the Mayor, City Council or City Manager of the City; and (3) based upon its terms or its effect as applied, does not apply exclusively, primarily or disproportionately to the Project or the Property.

(f) Public Health Concerns. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to apply to the Project any generally applicable rule, regulation, law or ordinance which does not affect the land use or development of the Project and which is based on concerns for the public health, safety or general welfare, including, but not limited to, building codes not otherwise preempted by State law.

(g) New Engineering and Construction Standards. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify any of the Applicable Rules if the City adopts new and/or amended regulations governing engineering and construction standards and specifications including, without limitation, any and all uniform codes adopted by the City, including local amendments to these codes pursuant to state law allowing for such amendments; provided that such codes are uniformly applied to all new development projects of similar type as the Project within the City. Such codes include, without limitation, the City's Uniform Housing Code, Building Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code.

(h) Cooperation and Indemnification. City agrees to cooperate with Developer in all reasonable manners in order to keep this Agreement in full force and effect. Notwithstanding the preceding sentence, in the event any legal action instituted by a third party or other government entity or official challenging the validity of this Agreement, the City and Developer agree to cooperate in defending such action, with the Developer to indemnify the City pursuant to Paragraph 26(m) of this Agreement. In the event of any litigation challenging the effectiveness of this Agreement or any portion thereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless a court of competent jurisdiction orders otherwise.

(i) Relocation.

(1) All right(s) to possession of all portions of the Property necessary for construction and operation of the Project shall be cleared by Developer at Developer's sole cost and expense, except as expressly described in this Agreement **[IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION]**. The relocation of any occupants or businesses, if any, required for construction and operation of the Project, including provisions of relocation assistance and benefits pursuant to Relocation Laws, shall be the sole financial responsibility of Developer, except as expressly set forth in this Agreement **[IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION]** or the OPA duly entered into by and between Developer and the CDC. Relocation obligations or assistance, if any, which arise from the Property, Project and/or this Agreement shall be administered by the CDC or City (or its designee, a qualified relocation consultant chosen by the CDC or City) in conformity with the Relocation Laws, with such administration paid by Developer.

(2) All of the cost and expenses incurred or to be incurred by Developer to cause the vacating of the Property and/or relocation of all occupants and businesses from the Property for construction and operation of the Project (including, but not limited to, payments made to displaced persons and businesses, pre- or post-relocation rental payments, fees and actual expenses of attorneys, relocation consultants and other experts employed to effect the relocation of occupants and businesses, etc.) shall be the sole financial responsibility of Developer, except as expressly set forth in this Agreement **[IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION]** or the OPA duly entered into by and between Developer and the CDC. Any costs arising related in any respect to such displacement, such as, but without limitation, claims for loss of business goodwill, payment for furniture, fixtures and equipment, payment for leasehold bonus value, and any other compensable interest under Relocation Laws shall be the sole financial responsibility of Developer, except as expressly set forth in this Agreement **[IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION]** or the OPA duly entered into by and between Developer and the CDC, and shall be administered and reviewed by the CDC or City (or its designee).

(3) Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, pay for and defend the CDC and the City and their respective elected officials, officers, employees, agents, consultants, contractors, attorneys and representatives (collectively, the "Indemnified Parties"), with counsel reasonably selected by Developer and City, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs, or expenses, including, without limitation, reasonable consultants' and reasonable attorneys' fees, or relocation benefits claimed or payable under the Relocations Laws which may now or in the future be incurred or suffered by the CDC or City or the Indemnified Parties by reason of, or resulting from, in full or in part, or in any respect whatsoever from the displacement of businesses or other occupants of the Property. The foregoing indemnity shall survive termination of this Agreement and shall not be merged with any other document.

4. Project Infrastructure. Except as otherwise set forth in this Agreement in Paragraphs 5.3 and 5.5, the Developer shall construct, at its sole cost and expense, all on-site **[IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION]** infrastructure improvements specifically required for the Project, as specified by the Specific Plan (“Project Infrastructure”) **[IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION]**, Tentative Tract Map Conditions of Approval, and mitigation measures under the EIR.

5. Sewer and Water Facilities.

5.1 Interim Sewer and Water Connections.

(a) Subject to any reasonable conditions imposed by the City, on-site sewer infrastructure serving Phase I development of the Project as set forth in the Specific Plan (up to a maximum of 600 Dwelling Units and 50,400 square feet of commercial) shall be permitted to connect to existing downstream sewer infrastructure located in Grapevine Drive, or other suitable location mutually agreed upon in writing by the Developer and the City. Approval of any interim connection to such existing downstream sewer infrastructure shall be contingent upon the City’s written confirmation of existing sewer capacity.

(b) Subject to any reasonable conditions imposed by the City, on-site water infrastructure serving Phase I development of the Project as set forth in the Specific Plan (up to a maximum of 600 Dwelling Units and 50,400 square feet of commercial) shall be permitted to connect to existing on-site water infrastructure located in Oxnard Boulevard and Ventura Road, or other suitable location mutually agreed upon in writing by the City and the Developer. Approval of any interim connection to such existing water infrastructure shall be contingent upon the City’s written confirmation of existing water and fire-flow capacity.

5.2 The off-site sewer and water facilities described on Exhibit B hereto and incorporated herein by reference are needed to serve the Project, at build-out, as well as other planned future development within the City (the “Off-Site Facilities”). The Off-Site Facilities are not currently included within the City’s approved master plan facilities, although they are consistent with the type of facilities included in the City’s Master Plan and are eligible to be added to the City’s Master Plan in the future.

5.3 The City agrees to fund and construct, at no cost to Developer, the Wagon Wheel Loop Phase 1 and Phase 2 Water Lines described on Exhibit B hereto (the “Eastern Loop Improvements”).

5.4 Developer agrees to fund the Project’s fair share of the cost (hard and soft) of the Wagon Wheel Loop Phase 3 and Phase 4 Water Lines, the Recycled Water Line and the Sewer Gravity Lines, Force Main, and Lift Station Improvements, as identified on Exhibit B hereto (collectively, the “Western Loop Improvements”). The City Manager or his or her designee shall have the right to reasonably determine the Project’s fair share allocation of the Western Loop Improvements.

5.5 On or before September 1, 2009, Developer shall notify City in writing of Developer's election to either: (1) have the City construct the Western Loop Improvements, subject to the terms of Section 6 below; or (2) assume responsibility for funding and constructing the Western Loop Improvements prior to issuance of the 750th Certificate of Occupancy for Dwelling Units for the Project, subject to Developer receiving credit against the City's existing sewer and water fees for fifty percent (50%) of all expenditures by Developer on the Western Loop Improvements, in excess of \$1,000,000 **[IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION]**.

6. Developer Reimbursement Obligation for Western Loop Improvements.

6.1 If Developer elects to have the City construct the Western Loop Improvements, Developer agrees to reimburse the City for Developer's fair share of the total cost (hard and soft) incurred by the City, as set forth on Exhibit B hereto.

6.2 Upon completion of the Western Loop Improvements, the City shall calculate a per-unit fee for the Project, based upon the total amount of Developer's fair share of the cost of the Western Loop Improvements, divided by the 1,500 Dwelling Units permitted for the Project (the "Supplemental Facilities Fee"). Based upon the current estimate of Developer's fair share of \$8,797,620, the Supplemental Facilities Fee would be \$5,865 per Dwelling Unit, payable by Developer at issuance of each Certificate of Occupancy for a Dwelling Unit. Developer shall be permitted to prepay the Supplemental Facilities Fee at any time.

6.3 Notwithstanding any other provision in this Agreement, Developer shall not be obligated to pay the Supplemental Facilities Fee for the first 600 Dwelling Units in the Project until December 31, 2010, or issuance of the 750th Certificate of Occupancy for Dwelling Units for the Project, whichever occurs first.

6.4 As additional assurance to the City, Developer agrees that Developer shall pay to the City the remaining portion of Developer's fair share of the Western Loop Improvements costs (hard and soft) no later than as follows: \$3,000,000 on or before December 31, 2012, and the balance (presently estimated at \$2,278,572) on or before December 31, 2014.

6.5 To the extent any portion of the Western Loop Improvements are added to or incorporated into the City's master plan facilities, and the cost of such facilities are added to the City's sewer and/or water fees, Developer shall be entitled to credit against the applicable fee(s) for Developer's fair share of such improvement(s), as shown on Exhibit B. By way of example, if the new lift station is added to the City's master plan facilities, and its \$2,000,000 cost is added to the City's fees, Developer would be entitled to \$1,000,000 of credit against the City's sewer fee. **[IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION]**.

7. Credit for Fire Department Impact Fees.

The City shall credit Developer toward any Fire Department Impact Fees owed in connection with the Project in an amount equal to any monies actually contributed by Developer and received by City towards the purchase of a new fire ladder truck to be used by Fire Station No. _____, which will serve the Project.

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8. Credit for Certain City-Collected Fees.

The Developer will be entering into separate mitigation agreements with the El Rio School District and the County that relate to certain public improvements, fee payments and/or benefits that will be provided as part of the Project. The City shall have the right, but not the obligation, to review said mitigation agreements prior to the final approval of the agreements. Upon the submission to the City of a duly executed and approved mitigation agreement with a public entity on whose behalf the City collects fees, the City shall waive payment of those fees to the extent outlined in each mitigation agreement submitted to the City, provided that the City has received reasonable documentation from that public entity that such fee waiver has been approved by the public entity. Upon the request of Developer, the City and Developer shall coordinate their efforts to ensure that such waiver of payment of fees is properly credited to parcels in the Project for which such credits are specifically intended.

9. Development of the Property.

(a) Permitted Uses. The Developer agrees that the Property shall only be developed in accordance with the Specific Plan. Notwithstanding anything set forth in this Agreement to the contrary, unless Developer proceeds with development of the Project, Developer is not obligated by the terms of this Agreement to affirmatively act to develop all or any portion of the Project, pay any sums of money (with the exception of any assessment district or other public finance district formed to include the Property), dedicate any land, indemnify any party, or to otherwise meet or perform any obligation with respect to the Project, except and only as a condition of development of any portion of the Project.

(b) Development Standards. All development and design requirements and standards applicable to the Project shall conform to the Applicable Rules.

(c) Development Design Review and Subsequent Entitlement Review. Prior to issuance of any grading permit for construction of any development phase within the Project, City and Developer shall cooperate to create an expedited Development Design Review process, and, if necessary, an expedited entitlement review process for the residential and commercial developments to be located within the Project as outlined in the Specific Plan (Chapter 8.0 – Administration and Implementation). Review of any application through any expedited process as provided by this subparagraph shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to, a public hearing, if any, required therefore. Developer authorizes the imposition of City fees necessary to cover the direct costs of any such expedited process. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first.

(d) Development Impact Fees. Except as otherwise expressly set forth in this Agreement in Paragraphs 5.5, 6.5 **[IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION]**, 7, 8, AND 16, Developer shall be responsible for paying when due all Development Impact Fees in connection with development of the Project at

the rates then in effect. Subject to all applicable laws then in effect, City shall have the right: (i) to charge and apply to the Property all Development Impact Fees and assessments as may be in effect at the time applicable to the Project; and (ii) to increase or otherwise modify any and all Development Impact Fees (including without limitation new categories of impact fees) applicable to the Project.

(e) Work Prior to Recordation of the Final Maps.

(i) Demolition. Subject to: (1) the City's receipt, review and approval of a demolition plan for the Project or any portion thereof (the "Demolition Plan") and any other necessary report for the Property related to such demolition; (2) the Developer's satisfaction of the City's bonding requirements; and (3) requirements for the issuance of a demolition permit with respect to such Demolition Plan, the City agrees to review any reports and the Demolition Plan when submitted and issue a demolition permit with respect to the Demolition Plan subject to the Demolition Plan's compliance with all Applicable Rules. The City agrees that the Demolition Plan will be timely reviewed by the City, that a demolition permit with respect to the Demolition Plan may be issued and that the Developer may demolish improvements on the Property in accordance with the approved Demolition Plan without the Developer first recording the final maps associated with the Project. The City reserves the right to condition the issuance of such demolition permits upon the Developer implementing and maintaining reasonable and appropriate security and safety measures before, during and after any demolition.

(ii) Rough Grading. Subject to: (1) the City's receipt, review and approval of a grading plan for the Project or any portion thereof (the "Grading Plan"), geotechnical report and engineering geologic report for the Property; (2) the Developer's satisfaction of the City's bonding requirements; and (3) requirements for the issuance of a grading permit with respect to such Grading Plan, the City agrees to review the reports and the Grading Plan when submitted and issue a grading permit with respect to the Grading Plan subject to the Grading Plan's compliance with all Applicable Rules. The City agrees that the Grading Plan will be timely reviewed by the City, that a grading permit with respect to the Grading Plan may be issued and that the Developer may rough grade the Property in accordance with the approved Grading Plan without the Developer first recording the final maps associated with the Project. The City reserves the right to condition the issuance of such rough grading permits upon the Developer implementing and maintaining reasonable and appropriate erosion control measures until sufficient work on the Property is completed to address erosion concerns.

(f) Compliance with Government Code Section 66473.7. Any tentative maps prepared for this Project or any portion thereof shall comply with Government Code section 66473.7, to the extent that this code section is applicable to that tentative map.

(g) Financing Districts. At Developer's request, City agrees to consider the formation of one or more Financing Districts to be formed over all or part of the Property; provided, however, that the City shall have no obligation to form one or more Financing Districts unless the City elects at its sole discretion to do so. The City may also determine to form one or more Financing Districts without a request from the Developer. If formed, such Financing

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District or Financing Districts shall include the Property or a portion thereof within its boundaries for the purpose of funding the planning, design, construction and/or maintenance of public improvements required to be constructed including, but not limited to, drainage, sewer and water improvements, park facilities and open space areas, school facilities and/or mitigation payments, and any other public improvement mutually agreed upon in writing by the City and Developer. Whether formation occurs pursuant to the Developer's request or otherwise, if applicable law requires a vote by the landowners on the formation or any financial aspect of a Financing District, the Developer and its successors and assigns to any parcel which is subject to this Agreement shall cast an affirmative vote if requested to do so by the City; provided, however, that such consent shall not be deemed a waiver of the Developer's right to challenge or protest the manner in which the assessments from such district or districts are allocated to the various properties within the district and the amount of such assessments. The Developer understands and agrees: (i) the City may determine in its sole discretion to what extent, if any, it shall have financial liability for any bonds or other financial obligations of a Financing District; and (ii) that pursuant to adopted City policy, any bonds issued by any Financing District that create a City liability shall be paid off prior to the sale of any dwelling unit on any parcel securing any such bond [IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION].

10. Park and Recreational In-Lieu Fees. In addition to the requirement to provide approximately 6.3 acres of privately maintained parks and open space as set forth in the Specific Plan, Developer agrees to pay to the City all park and recreational in-lieu fees due in connection with development of the Project as required by and in accordance with all of the terms and conditions of Section 15-95 *et seq.* of the Oxnard Municipal Code. Except as provided in the Specific Plan, Developer shall not be required to dedicate any portion of the Property for public park and recreation purposes in connection with development of the Project. In the event the City permits Developer to dedicate additional property for public park(s) not currently set forth in the Specific Plan and Developer does dedicate such property in accordance with and subject to all applicable laws, rules, regulations and provisions relating to dedication of property for public park purposes, the City shall credit Developer for such dedication in accordance with all of the terms and conditions of Section 15-95 *et seq.* of the Oxnard Municipal Code.

11. Affordable Housing. Residential development in the Project is subject to the requirement of providing two hundred twenty-five (225) rental Affordable Dwelling Units which must remain Affordable for at least fifty-five (55) years, one hundred nineteen (119) of which must be available to Wagon Wheel Mobile Home Park residents/families. Of the one hundred nineteen (119) rental Affordable Dwelling Units to be made available to Wagon Wheel Mobile Home Park residents/families, ninety (90) shall be made available to and occupied by Very Low Income Households, thirteen (13) shall be made available to and occupied by Lower Income Households, ten (10) shall be made available to and occupied by Low Income Households, and six (6) shall be made available to and occupied by Moderate Income Households. The remaining one hundred six (106) rental Affordable Dwelling Units shall be made available to and occupied by Moderate Income Households.

All the two hundred twenty-five (225) Affordable Dwelling Units must be constructed within the Project and shall be subject to the following schedule for development:

Prior to issuance of the building permit for the first Dwelling Unit (market rate or affordable), (1) Developer shall have entered into the OPA with the CDC agreeable in form, content and substance to the CDC, which includes at least the following terms and conditions: (a) Developer shall execute an agreement containing covenants running with the land restricting for at least fifty-five (55) years the maximum income of tenants and the maximum rents that may be charged to tenants for the two hundred twenty-five (225) Affordable Dwelling Units, which OPA shall be recorded against the Property in first priority lien position, (b) a scope of development for the two hundred twenty-five (225) Affordable Dwelling Units, and (c) a schedule of performance providing for the timely satisfaction of all conditions precedent to the disbursement of any funds from the CDC and the timely commencement and completion of construction of the two hundred twenty-five (225) Affordable Dwelling Units; and (2) the agreement containing covenants running with the land described above shall have been recorded against the Property in first priority lien position. The final form of the OPA shall be subject to the discretionary approval of the CDC and shall include all provisions and attachments customarily included in CDC affordable housing agreements, including, but not limited to, conditions precedent to the disbursement of any funds from the CDC;

Prior to issuance of a building permit for the 100th market rate Dwelling Unit, Developer shall have submitted all requisite low income housing 4% tax credit applications to the State of California for review and approval for the one hundred three (103) rental Very Low Income Household and Lower Income Household Affordable Dwelling Units;

Prior to issuance of a Certificate of Occupancy for the 601st market rate Dwelling Unit, Developer shall have completed construction and shall have received all required Certificates of Occupancy for all one hundred three (103) rental Very Low Income Household and Lower Income Household Affordable Dwelling Units;

Prior to issuance of a Certificate of Occupancy for the 601st market rate Dwelling Unit, Developer shall have completed construction and shall have received all required Certificates of Occupancy for all ten (10) rental Low Income Household Affordable Dwelling Units;

Prior to issuance of a Certificate of Occupancy for the 601st market rate Dwelling Unit, Developer shall have completed construction and shall have received all required Certificates of Occupancy for six (6) rental Moderate Income Household Affordable Dwelling Units; and

Prior to issuance of a Certificate of Occupancy for the _____st market rate Dwelling Unit, Developer shall have completed construction and shall have received all required Certificates of Occupancy for all remaining one hundred six (106) rental Moderate Income Household Affordable Dwelling Units

The Wagon Wheel Mobile Home Park residents/families committee specifically requested the creation of a "community". Consequently, all one hundred nineteen (119) rental Affordable Dwelling Units available for the Wagon Wheel Mobile Home Park residents/families

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shall be generally located on the western portion of the Property. The remaining one hundred six (106) rental Affordable Dwelling Units shall be located evenly throughout the rest of the Project. In accordance with California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), all two hundred twenty-five Affordable Units shall remain affordable for 55 years from the date the Certificate of Occupancy is issued for the applicable Dwelling Unit.

Developer agrees to comply with all terms and provisions of the OPA and its attachments and acknowledges that any default thereunder shall also constitute a default under this Agreement.

If Developer does not develop, construct, and/or make available the Affordable Dwelling Units in accordance with all of the terms and conditions of this Agreement and the OPA and its attachments, then following any applicable cure period herein or therein, within ten (10) days following written request therefore from the City, Developer shall be obligated to pay to the City the City's affordable housing in-lieu fee payment(s) required in connection with the development of the Dwelling Units in any portion of the Project in an amount determined in accordance with and pursuant to Resolution No. 111 adopted by the CDC on July 11, 2006.

12. Extension of Maps and Project Approvals. In accordance with Government Code section 66452.6, subd. (a) and Government Code section 65863.9, unless a longer term would result under otherwise applicable state law, the term of any subdivision map or other permits approved as part of the Project approvals shall be automatically extended for the term of this Agreement.

13. Cooperation in Relocation of Utilities. To facilitate the development of the Project, which will benefit the entire City, the City agrees to cooperate in the relocation of utilities on or adjacent to the Property, which are reasonably necessary to develop the Property pursuant to the provisions of the Specific Plan, provided that such cooperation is at no cost or expense to the City. Such cooperation shall include, but not be limited to, the City serving as the applicant in any such relocation matters, where appropriate.

14. Wagon Wheel Road. To facilitate development of the Specific Plan, prior to issuance of any grading permit for any development phase of the Project, the City and Developer shall enter into an Exchange Agreement, which shall specify the City's intention to grant, at no cost or expense to the City, fee title of all portions of the Wagon Wheel Road right-of-way to the Developer immediately upon the City receiving fee title of said road right-of-way from the California Department of Transportation, at no cost or expense to the City. The City shall use all reasonable efforts to assist the Developer, at no cost or expense to the City, with obtaining any necessary clearances/permits from the California Department of Transportation to permit granting Wagon Wheel Road Right of Way to Developer.

15. Entry Landscaping Maintenance along 101 Freeway. To permit the establishment of "gateway" landscaping and visual screening along the southbound lanes of US 101 Freeway and the Oxnard Boulevard freeway off-ramp along the Project frontage, the City and Developer agree to use good faith efforts to enter into an agreement with the California Department of Transportation for maintenance of such landscaped area in perpetuity. Any such agreement may

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provide that the funding for the maintenance of such landscaped area shall be provided by a Financing District. City agrees to consider the formation of one or more Financing Districts to be formed over all or part of the Property to provide such maintenance; provided, however, that the City shall have no obligation to form one or more Financing Districts unless the City elects at its sole discretion to do so. The City shall not be liable for the financial obligations of the Financing District or Financing Districts unless the City specifically agrees in writing to accept such liability.

16. Northern Oxnard Transportation Demand Management Program. Developer and City agree to contribute funds to establish a Transportation Management Association (TMA) to manage a Transportation Demand Management Program for Northern Oxnard as follows: **[IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION]**. To the extent a Financing District is established and such expenditure is permitted under said Financing District, the Developer's portion of such funds may be provided using proceeds from said Financing District. The City shall credit any payment actually made by or on behalf of the Developer and received by the City to establish and/or manage such Transportation Demand Management Program toward Developer's obligation to pay any Air Quality Mitigation/Transportation Demand Management Program Fees in connection with the development and construction of the Project.

17. Trash Truck Purchasing; Santa Clara River Trail

17.1 Trash Truck Purchasing. Upon the issuance of a building permit for each Dwelling Unit in the Project and upon issuance of a building permit for each commercial building in the Project, the Developer shall contribute \$ _____ to the City of Oxnard for the purchase of new trash trucks. **[IN DRAFT FORM SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION]**

17.2 Santa Clara River Trail. Upon the issuance of a building permit for the first Dwelling Unit in the Project, the Developer shall participate in the planning and design of the Santa Clara River Trail along the Project frontage. The costs associated with Developer and/or its consultants participation in this planning and design effort shall not exceed the payment of \$120,000, nor shall the obligation survive the expiration of six (6) months from the issuance of a building permit for the first Dwelling Unit in the Project, as set forth in a Memorandum of Understanding for Santa Clara River Trail Design Services between the City and the Developer.

18. Additional Developer Obligations.

18.1 Ventura Road Pump System. Prior to the 750th Dwelling Unit Certificate of Occupancy, Developer agrees to install a pump system or other improvement satisfactory to the City, to alleviate the existing drainage flood control deficiency at Ventura Road, near Highway 101.

18.2 Highway 101 Mainline Improvements. Developer shall pay a fair share in lieu fee toward future Highway 101 southbound mainline improvements, based upon

Developer's pro-rata share (50 southbound peak hour trips) of the total capacity of an additional southbound lane on Highway 101, from Oxnard Boulevard to Central Avenue, if and when the City or other applicable agency adopts a fee to fund this improvement.

18.3 Golf Course Development Fee. Upon the issuance of a building permit for each Dwelling Unit in the Project and upon the issuance of a building permit for each commercial building in the Project, Developer shall pay the applicable City-wide Golf Course Development Fee.

[ITEMS WHICH STILL NEED TO BE INCLUDED IN DEVELOPMENT AGREEMENT]

- 1. WATER PHASING AGREEMENT**
- 2. INCLUSION OF LOOP PHASES 3 AND 4 POTABLE WATER SYSTEM IMPROVEMENTS; RECYCLED WATER SYSTEM IMPROVEMENTS; GRAVITY SEWER SYSTEM IMPROVEMENTS; SEWER FORCE MAIN SYSTEM IMPROVEMENTS INCLUDING LIFT STATION**
- 3. SEWAGE LIFT STATION**
- 4. AFFORDABLE HOUSING AGREEMENT**
- 5. PAYMENT OF QUIMBY FEES**
- 6. PHASING AND TIMING ON IMPROVEMENTS**
- 7. AGREEMENT FOR CONSTRUCTION OF TRAIN PLATFORM, HISTORIC REPLICATION OF TRANSIT STATION, AND ASSOCIATED PARKING SPACES ON THE PROJECT SITE AS A TRANSPORTATION CENTER**
- 8. INCLUSION OF SOLAR COMMITMENTS**
- 9. CLARIFICATIONS REGARDING INTERIM CONNECTION TO WATER AND SEWER SYSTEMS**
- 10. WATER SYSTEM PUMP IMPROVEMENTS**
- 11. FIRE DEPARTMENT IMPROVEMENTS**

19. Subsequent Discretionary Action and Approval. The City agrees not to unreasonably withhold, condition or delay any Discretionary Action or Discretionary Approval or other action or approval by the City which may be required by the Project subsequent to the execution of this Agreement. Upon the filing of a complete application and payment of appropriate processing fees by Developer, the City shall promptly commence and diligently schedule and convene all required public hearings in an expeditious manner consistent with the law and process all Discretionary Actions and Discretionary Approvals in an expeditious manner.

20. Compliance Review.

(a) **Periodic Review.** Pursuant to Government Code section 65865.1, the City Manager shall, not less than once in every twelve (12) months, review the Project and this Agreement to ascertain whether or not the Developer is in full compliance with the terms of this Agreement (the "Periodic Review").

(b) **Review Procedure.** During a Periodic Review, Developer shall provide information reasonably requested by the City Manager that the Project is being developed in good faith compliance with the terms of this Agreement. Upon completion of a Periodic Review, the City Manager shall submit a report to the City Council setting forth the City Manager's findings. If, as a result of a Periodic Review, the City Council finds and determines on the basis of substantial evidence that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City shall issue a written "Notice of Non-Compliance" to the Developer specifying the grounds therefore and all facts demonstrating such non-compliance. The Developer's failure to cure the alleged non-compliance within sixty (60) days after receipt of the notice, or, if such noncompliance is not capable of being cured within sixty (60) days, the Developer's failure to initiate all actions required to cure such non-compliance within sixty (60) days after receipt of the notice and completion of the cure of such non-compliance within one hundred twenty (120) days, shall constitute a default under this Agreement on the part of the Developer and shall constitute grounds for the termination of this Agreement by the City as provided for below.

(c) **Termination or Modification for Non-Compliance.** Pursuant to Government Code section 65865.1, if the City Council finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may modify or terminate this Agreement. Any action by the City with respect to the termination or modification of this Agreement shall comply with the notice and public hearing requirements of Government Code section 65867 in addition to any other notice required by law. Additionally, the City shall give the Developer written notice of its intention to terminate or modify this Agreement and shall grant the Developer a reasonable opportunity to be heard on the matter and to oppose such termination or modification by the City.

21. Modification. Amendment or Cancellation by Mutual Consent. Pursuant to Government Code section 65868, this Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or their successors in interest. Public notice of the parties' intention to amend or cancel any portion of this Agreement shall be given in the manner provided by Government Code section 65867. Any amendment to the Agreement shall be subject to the provisions of Government Code section 65867.5.

22. Defaults, Notice and Cure Periods, Events of Default and Remedies.

22.1 Default By the Developer.

22.1.1 Default. If the Developer does not perform its obligations under this Agreement in a timely manner, the City may exercise all rights and remedies provided in this Agreement, provided the City shall have first given written notice to the Developer as provided in Paragraph 26(a) hereof.

22.1.2 Notice of Default. If the Developer does not perform its obligations under this Agreement in a timely manner, the City through the City Manager may submit to the Developer a written notice of default in the manner prescribed in Paragraph 26(a)

identifying with specificity those obligations of the Developer under this Agreement which have not been timely performed. Upon receipt of any such written notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of any such written notice of default and shall complete the cure of any such default(s) no later than thirty (30) days after receipt of any such written notice of default, or if such default(s) is not capable of being cured within thirty (30) days, no later than one hundred twenty (120) days after receipt of any such written notice of default, provided the Developer commences the cure of any such default(s) within such thirty (30) day period and thereafter diligently pursues such cure at all times until any such default(s) is cured.

22.1.3 Failure to Cure Default Procedure. If after the cure period provided in Paragraph 21.1.2 has elapsed, the City Manager finds and determines the Developer, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the City's Development Services Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that the Developer, or its successors, transferees and/or assigns, as the case may be, has not cured a default under this Agreement pursuant to this Paragraph 21, and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Developer, and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council. Such right of appeal shall include, but not be limited to, an objection to the manner in which the City intends to modify this Agreement if the City intends as a result of a default of the Developer, or one of its successors or assigns, to modify this Agreement. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Paragraph 21 or this Agreement shall be construed as modifying or abrogating the City Council's review of Planning Commission actions or limiting the City's rights and remedies available at law or in equity, which shall include (without limitation) compelling the specific performance of the Developer's obligations under this Agreement.

22.1.4 Termination or Modifications of Agreements. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken, after the expiration of the applicable appeal periods described herein. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code sections 65967.5 and 65868, irrespective of whether an appeal is taken as provided herein.

22.1.5 Lender Protection Provisions.

22.1.5.1 Notice of Default. In addition to the notice provisions set forth in Paragraph 21.1.2, the City shall send a copy of any notice of default sent to the Developer or any of its successors or assigns to any lender that has made a loan then secured by a deed of trust against the Property, or a portion thereof, provided such lender shall have (a) delivered to the City written notice in the manner provided in Paragraph 26(a) of such

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lender's election to receive a copy of any such written notice of default and (b) provided to the City a recorded copy of any such deed of trust. Any such lender that makes a loan secured by a deed of trust against the Property, or a portion thereof, and delivers a written notice to the City and provides the City with a recorded copy of any such deed of trust in accordance with the provisions of this Paragraph 20.1.5.1 is herein referred to as a "Qualified Lender."

22.1.5.2 Right of a Qualified Lender to Cure a Default.

The City shall send a written notice of any Developer default to each Qualified Lender. From and after receipt of any such written notice of default, each Qualified Lender shall have the right to cure any such default within the same cure periods as provided to the Developer hereunder. If the nature of any such default is such that a Qualified Lender cannot reasonably cure any such default without being the owner of the Property, or the applicable portion thereof, (as reasonably determined by the City), then so long as the Qualified Lender(s) is (are) diligently proceeding (as reasonably determined by the City) to foreclose the lien of its deed of trust against the Property, or the applicable portion thereof, and after completing any such foreclosure promptly commences the cure of any such default and thereafter diligently pursues the cure of such default to completion, then such Qualified Lender shall have an additional sixty (60) days following such foreclosure to cure any such default. Any lender that has made a loan to a party that owns a single family Dwelling Unit (whether a detached single family home, a townhome or a condominium), provided such party is not a developer of the Property or a portion, thereof shall not be deemed to be a Qualified Lender.

22.1.5.3 Exercise of City's Remedies. Notwithstanding any other provision of this Agreement, the City shall not exercise any right or remedy granted under this Agreement or otherwise arising out of a default under the Agreement by the Developer or any of its successors or assigns during any cure period.

22.2 Default by the City.

22.2.1 Default. In the event the City does not accept, process or render a decision in a timely manner on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the City and Developer, or the City otherwise defaults under the provisions of this Agreement, subject to Paragraph 21.3, the 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 the Developer has first complied with the procedures in Paragraph 21.2.2.

22.2.2 Notice of Default. Prior to the exercise of any other right or remedy arising out of a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed under this Agreement. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) no later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided the City shall continuously and diligently pursue each remedy

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at all times until such default(s) is cured. In the case of a dispute as to whether the City is in default under this Agreement or whether the City has cured the default, or to seek the enforcement of this Agreement, the City and the Developer may submit the matter to negotiation/mediation pursuant to Paragraph 26(n) of this Agreement.

22.3 Monetary Damages. The Developer and the City acknowledge that neither the City nor the Developer would have entered into this Agreement if either were liable for monetary damages under or with respect to this Agreement or the application thereof. Both the City and the Developer agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate the Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the City and the Developer agree that neither shall be liable for monetary damages under or with respect to this Agreement or the application thereof and the City and the Developer covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement. This foregoing waiver shall not be deemed to apply to any fees or other monetary amounts specifically required to be paid by the Developer to the City pursuant to this Agreement, including, but not limited to, any amounts due pursuant to Paragraph 26 (g) and 26(m). The foregoing waiver shall also not be deemed to apply to any fees or other monetary amounts specifically required to be paid or credited by the City to the Developer pursuant to this Agreement, including, but not limited to any fee credits specifically required to be credited by City to Developer or its assignee(s).

23. Administration of Agreement and Resolution of Disputes. The Developer shall at all times have the right to appeal to the City Council any decision or determination made by any employee, agent or other representative of the City concerning the Project or the interpretation and administration of this Agreement. All City Council decisions or determinations regarding the Project or the administration of this Agreement shall also be subject to judicial review pursuant to Code of Civil Procedure section 1094.5, provided that, pursuant to Code of Civil Procedure section 1094.6, any such action must be filed in a court of competent jurisdiction not later than ninety (90) days after the date on which the City Council's decision becomes final. In addition, in the event the Developer and the City cannot agree whether a default on the part of the Developer, or any of its successors or assigns, under this Agreement exists or whether or not any such default has been cured, then the City or the Developer may submit the matter to negotiation/mediation pursuant to Paragraph 26(n).

24. Recordation of this Agreement. Pursuant to Government Code section 65868.5, the City Clerk shall record a copy of this Agreement in the Official Records of the County within ten (10) days after the mutual execution of this Agreement.

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

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26. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the City, the CDC, the Developer and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

27. Miscellaneous.

(a) Notices. All notices which are allowed or required to be given hereunder shall be in writing and (1) shall be deemed given and received when personally delivered or (2) shall be deemed given when the same are deposited in the United States mail, with postage prepaid, to be sent by registered or certified mail or overnight mail service, addressed to the applicable designated person by one party to the other in writing, and shall be deemed received on the second business day after such mailing.

If to City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager
Tel. No.: (805) 385-7430
Fax No.: (805) 385-7595

with a copy to:

City of Oxnard
214 South C Street
Oxnard, California 93030
Attention: Development Services Director
Tel. No.: (805) 385-7877
Fax No.: (805) 385-7854

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Attorney
Tel. No.: (805) 385-7483
Fax No.: (805) 385-7423

City of Oxnard
214 South C Street
Oxnard, California 93030
Attention: Planning Manager
Tel. No.: (805) 385-7863
Fax No.: (805) 385-7417

If to the Developer:

Oxnard Village Investments, LLC
313304 Via Colinas, Suite 103
Westlake Village, CA 91362
Attention: Vince Daly
Tel. No.: (818) 889-7252
Fax No.: (881) 889-7085

And

270 Newport Center Dr., Suite 200
Newport Beach, CA 92660
Attention: Carl Renezeder
Tel. No.: (949) 719-9040
Fax. No.: (949) 644-4509

with a copy to:

Stowell, Zeilenga, Ruth, Vaughn & Treiger
LLP
2815 Townsgate Road, Suite 330
Westlake Village, CA 91361
Attention: James D. Vaughn
Tel. No.: (805) 446-1496
Fax No.: (805) 446-1490

(b) Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. The City and the Developer intend and desire that the remaining parts of this Agreement continue to be effective without any part or parts that have been declared invalid.

(c) Entire Agreement; Conflicts. This Agreement represents the entire agreement between the City and the Developer with respect to the subject matter hereof and supercedes all prior agreements and understandings, whether oral or written, between the City and the Developer with respect to the matters contained in this Agreement. Should any or all of the provisions of this Agreement be found to be in conflict with any other provision or provisions found in the Applicable Rules or the Subsequent Applicable Rules, then the provisions of this Agreement shall govern and prevail.

(d) Further Assurances. The City and the Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments reasonably to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and the Developer are not thereby modified.

(e) Inurement and Assignment. This Agreement shall inure to the benefit of and bind the successors and assigns of the City and the Developer, may be assigned by either the City or the Developer to any party or parties purchasing all or any part of the Property, or any interest therein pursuant to the provisions of this Paragraph 26(e). The specific rights and obligations of this Agreement shall be deemed covenants running with the land that concern and affect the Property. Prior to Developer's assignment of any rights, duties or obligations under this

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Agreement, the Developer shall present such information to the City as will demonstrate to the City's reasonable satisfaction that the proposed successor and/or assignee has the financial ability and experience to fulfill those specific rights, duties and obligations under the Agreement that the successor and/or assignee would assume. In addition, the Developer and the proposed assignee shall present to the City a signed agreement delineating the right to use the credits established by this Agreement as between such parties. City shall have the right to approve the proposed successor and/or assignee, provided that the City's approval may not be unreasonably withheld, conditioned or delayed. The provisions of this Paragraph 26(e) shall be self-executing and shall not require the execution or recordation of any further document or instrument.

(f) Negation of Agency. The City and the Developer acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint venturers, partners or employer/employee.

(g) Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including, but not limited to telephone calls, photocopies, expert witness, travel, and reasonable attorneys' fees and costs to be fixed by the court. Such recovery shall include, but not limited to, court costs, out-of-pocket expenses and attorneys' fees on appeal, if any. The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment. If the City or Developer is reasonably required to incur such out-of-pocket expenses and attorneys' fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys' fees whether or not an action is filed.

(h) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(i) Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to one or more of the following events, provided that any one or more of such event(s) actually delays or interferes with the timely performance of the matter to which it would apply and despite the exercise of diligence and good business practices and such event(s) are beyond the reasonable control of the party claiming such interference: war, terrorism, terrorist acts, insurrection, strikes, lock-outs, unavailability in the marketplace of essential labor, tools, materials or supplies, failure of any contractor, subcontractor, or consultant to timely perform (so long as Developer is not otherwise in default of any obligation under this Agreement and is exercising commercially reasonable diligence in an effort to either replace such contractor, subcontractor or consultant or enforce the obligations of such contractor, subcontractor or consultant to perform), riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, or unusually severe

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weather. An extension of time for any such cause (a “Force Majeure Delay”) shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of actual knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom.

(j) Paragraph Headings. The paragraph headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(k) Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified. Any failure of performance shall be deemed as a material breach of this Agreement.

(l) Counterparts. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(m) Indemnification. The Developer agrees, as a condition of approval of this Agreement, to indemnify, defend and hold harmless at the Developer’s expense, the City, the City Council, and the City’s agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of this Agreement, the Specific Plan or EIR or to determine the reasonableness, legality or validity of any provision hereof or obligation contained herein. Developer also agrees to indemnify the City, the City Council, and the City’s officials, agents and employees for any claims, acts or proceedings relating to the Project’s affordable housing requirements, including, but not limited to, any challenge to the City’s Housing Element arising from such requirements.

The City shall promptly notify the Developer of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with the Developer in the defense thereof. The Developer shall provide a defense to the City with counsel reasonably selected by Developer and City to defend both the City and Developer, and shall reimburse the City for any court costs which the City may be required to pay as a result of any such claim, action or proceeding. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding at its own expense, but such participation shall not relieve the Developer of the obligations of this Paragraph 26(m).

(n) Alternative Dispute Resolution Procedure.

(1) Dispute. If a dispute arises concerning whether the City or the Developer or any of Developer’s successors or assigns is in default under this Agreement or whether any such default has been cured or whether or not a dispute is subject to this Paragraph (a “Dispute”), then such dispute shall be subject to negotiation between the parties to this

Agreement, and if then not resolved shall be subject to non-binding mediation, both as set forth below, before either party may institute legal proceedings.

(2) Negotiation. If a Dispute arises, the parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the parties within 15 days from a written request for a negotiation, then each party shall give notice to the other party identifying an official or executive officer who has authority to resolve the Dispute to meet in person with the other party's designated official or executive officer who is similarly authorized. The designated persons identified by each party shall meet in person for one day within the 20-day period following the expiration of the 15-day period and the designated persons shall attempt in good faith to resolve the Dispute. If the designated persons are unable to resolve the Dispute, then the Dispute shall be submitted to non-binding mediation.

(3) Mediation.

(i) Within 15 days following the designated persons' meeting described in subparagraph 2, above, either party may initiate non-binding mediation (the "Mediation"), conducted by Judicial Arbitration & Mediation Services, Inc. ("JAMS") or other agreed upon mediator. Either party may initiate the Mediation by written notice to the other party.

(ii) The mediator shall be a retired judge or other mediator, selected by mutual agreement of the parties, and if they cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 days after the Mediator is selected, or a longer period as the parties and the mediator mutually decide.

(iii) If the Dispute is not fully resolved by mutual agreement of the parties within 15 days after completion of the Mediation, then either party may institute legal proceedings.

(iv) The parties shall bear equally the cost of the mediator's fees and expenses, but each party shall pay its own attorneys' and expert witness fees and any other associated costs.

(4) Preservation of Rights. Nothing in this Paragraph shall limit a party's right to seek an injunction or restraining order from a court in circumstances where such equitable relief is deemed necessary by a party to preserve such party's rights.

(o) Inspection of Books. Within a reasonable time period after receiving a written request from the City, Developer shall allow the City to inspect and audit Developer's books and records as they relate to the purposes of this Agreement. The City shall maintain the confidentiality of the Developer's books records to the maximum extent permitted by law.

(p) Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

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(q) Interpretation. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has independently reviewed this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

[signatures on following pages]

IN WITNESS WHEREOF, the City and the Developer hereto have each executed this Agreement as of the date first written above.

Developer:

OXNARD VILLAGE INVESTMENTS, LLC

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

City:

CITY OF OXNARD, a municipal corporation of the State of California

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ACKNOWLEDGMENT

State of California

County of _____

On _____, before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____, before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
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in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
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foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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Exhibit A

Legal Description of Property

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Exhibit B

Description of Off-Site Facilities

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