

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF THOUSAND OAKS  
AND  
RAIMI + ASSOCIATES**

THIS AGREEMENT is made and entered into this 18th day of March, 2019, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and **RAIMI + ASSOCIATES** ("Consultant").

City and Consultant agree as follows:

**1. RETENTION AS CONSULTANT**

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by Consultant are as follows:

Professional services in conjunction with a comprehensive update to the General Plan and related CEQA analysis. Services and deliverables shall generally include existing conditions report, community outreach, analysis of alternatives, identification of a preferred alternative, preparation of a draft administrative General Plan, a public draft General Plan, a final General Plan, any required CEQA analysis, and are more particularly set forth in the Scope of Work, attached as Exhibit "A," which is incorporated herein by reference.

**3. COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$1,549,880 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees attached as Exhibit "B," which is incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant until March 31, 2022, after which any change in the rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(c) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Applicable rates for extra services shall be defined in said Amendment.

#### **4. CITY PROJECT MANAGER**

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Peter Gilli, Deputy Director of Community Development.

#### **5. TERM, PROGRESS AND COMPLETION**

The term of this Agreement is from the date first written above to March 31, 2022, unless term of this Agreement is extended, or the Agreement is terminated as provided for herein.

City Manager or his or her designee shall have the authority to extend the term of this Agreement in writing no more than two separate times, for a period of six months each.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) City's Project Manager gives written authorization to proceed with the work. All services shall be completed according to the schedule in Exhibit "C."

#### **6. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, shall become the property of City once payment has been received in full for the deliverable. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes

other than those described in this Agreement, unless written authorization of Consultant is first obtained.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS**

This Agreement is for professional services, which are personal to City. Matt Raimi is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement.

This Agreement is not assignable by Consultant without City's prior written consent.

The following portions of the work described in this Agreement may be subcontracted out to other parties by Consultant:

- Rincon Consultants: CEQA analysis, Noise, Safety, Open Space and Conservation Elements. Joe Power shall be directly involved in the performance of this work;
- Nelson\Nygaard Consulting Associates: transportation and mobility policy;
- Iteris, Inc.: traffic modeling;
- Veronica Tam and Associates, Inc.: Housing Element update. Veronica Tam shall be directly involved in the performance of this work;
- HR&A Advisors, Inc.: economic development policy and fiscal impact analysis. Amitabh Barthakur shall be directly involved in the performance of this work; and
- Arellano Associates: public outreach.

## **8. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for Consultant's Damages.** Consultant holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement except for damages, losses, injuries or liability caused by City officials, officers, or employees.

**(b) Defense and Indemnity of Third Party Claims/Liability.** Consultant shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, and employees from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the

performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay City any final judgment rendered against City (and its officers, officials and employees) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**(c) Nonwaiver.** City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

## **9. MINIMUM SCOPE AND LIMIT OF INSURANCE**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to the City.

Coverage shall be at least as broad as:

**(a) Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Automobile Liability:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c). **Worker's Compensation:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents and employees for all work performed by Consultant, its employees, agents and subcontractors.

(d). **Professional Errors and Omissions Insurance:** Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

If Consultant maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

City, its officers, officials and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Consultant shall ensure that the automobile liability policy contains a provision covering City as an additional insured and shall obtain an endorsement to that effect if it does not.

### Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

### City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, City may cancel this Agreement.

### City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

### Primary and Non-Contributory Coverage

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials or employees shall be excess of Consultant's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to the City).

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its officers, officials or employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Consultant hereby waives his own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

### Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

- (a). The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
- (b). Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the work required under this Agreement.
- (c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Agreement work.

### Verification of Coverage

Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

### **10. RELATION OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent contractors and in no event shall Consultant be considered an officer, agent, servant or employee of City. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

### **11. CORRECTIONS**

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

### **12. TERMINATION BY CITY**

City may, upon ten calendar days written notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

Consultant shall have the right to terminate this agreement for cause, including non-payment, breach of contract or a material change in the scope of work by providing ten calendar days written notice.

### **13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of

the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

#### **14. AUDIT OF RECORDS**

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

#### **15. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### **16. CONFLICT OF INTEREST**

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

**17. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**18. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**19. GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

**20. TAXPAYER IDENTIFICATION NUMBER**

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

**21. NON-APPROPRIATION OF FUNDS**

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year. If sufficient funds are not appropriated for the following fiscal year during the term of this contract, the City will give the Consultant 30-day notice prior to the end of each fiscal year.

**22. MODIFICATION/AMENDMENT OF AGREEMENT**

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval by the City Manager, or his designee, and Consultant.

**23. USE OF THE TERM "CITY"**

Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.



**TO CONSULTANT:**

Matt Raimi, Principal  
Raimi + Associates  
2000 Hearst Avenue, Suite 400  
Berkeley, CA 94709

**In concurrence and witness whereof**, this Agreement has been executed by the parties effective on the date and year first above written.

**CONSULTANT**



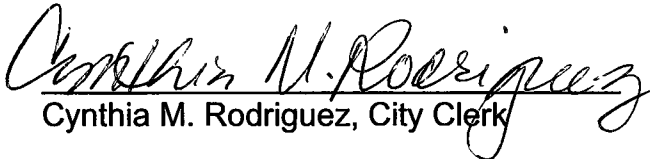
\_\_\_\_\_  
Matt Raimi, AICP  
Principal-in-Charge, Raimi + Associates

**CITY OF THOUSAND OAKS**



\_\_\_\_\_  
Andrew P. Powers, City Manager

**ATTEST:**



\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk

**APPROVED BY DEPARTMENT HEAD:**



\_\_\_\_\_  
Mark A. Towne  
Community Development Director

**APPROVED AS TO FORM:**

Office of the City Attorney



\_\_\_\_\_  
By: Patrick Hehir, Assistant City Attorney

# City of Thousand Oaks

## General Plan Update and PEIR

# Exhibit A: Scope of Work

The following is the R+A team's scope of work for the General Plan update and Program EIR for the City of Thousand Oaks.

## Task 1: Project Initiation

### Task 1.1: Project Kick-off Meeting

The R+A team will hold a full-day kick-off meeting in Thousand Oaks to initiate the project. This meeting will include an overall team meeting, one-on-one topic-specific meetings with City staff, and a tour of the City. The topic-specific meetings with staff may be related to land use and community design, health and sustainability, economic development, mobility, and community engagement.

### Task 1.2: Collect and Review Existing Conditions

The City will provide the R+A team with a comprehensive list of documents and data necessary to prepare the General Plan and EIR. Following delivery of materials, the R+A team will prepare a supplemental data request list to obtain additional data from the City. Our team will review existing planning documents and technical reports provided by the City. The R+A team will review this information in preparation for producing the full Existing Conditions Report (Task 3). As part of this task, R+A will create a base map that will be used throughout the process.

### Task 1.3: Project Work Plan

R+A will develop a project work plan broken out by scope task that specifies lead and supporting team members, key work elements, major deliverables/outcomes, due dates, required City actions, and task status. It will include the key elements of community engagement. The Work Plan will be a living document, updated throughout the General Plan update process.

### Task 1 Deliverables

- Data and document request memo
- Base map(s) – draft and final
- Project Work Plan – draft and final

## **Task 2: Community Engagement**

The following presents our overall approach and specific tasks for community engagement for the City of Thousand Oaks General Plan. Our engagement process is divided into four phases, as shown on the following page: 1) Visioning, 2) Alternatives, 3) Policy Development, and 4) Review and Adoption. The ultimate goals of the engagement process are: to educate the public on the update process; to provide transparency and trust-building through the citywide planning process; to receive feedback on key land use, transportation, economic, health, and other policy issues; and to provide opportunities for the community to take ownership of the plan in preparation for implementation.

A key component of our engagement approach is to involve as much of the population in the decision-making process as possible, focusing on members of the community who are not typically involved in the process, including youth, working families and low-income and minority populations.

### **Task 2.1: Community Engagement Plan and Database**

R+A will prepare a comprehensive Community Engagement Plan to clearly identify the range of outreach tools and platforms and the timing and responsibilities related to each. The engagement strategy will help guide the outreach efforts but remain flexible to evolve as we go through the planning process to course correct as needed. The Community Engagement Plan will:

- Introduce the overall outreach process and engagement tools;
- Identify numerous outreach targets overall and for specific stakeholder groups such as seniors, youth and native Spanish speakers.
- Outline project goals and objectives, as well as lessons learned from previous outreach efforts;
- Identify outreach and communications responsibilities, and the engagement schedule relative to key dates and events in the community;
- Provide an overview of interest groups, stakeholders, key advisors and members of the advisory committee, and the format of future meetings; and
- Establish methods for communicating with City staff and stakeholders.

Additionally, R+A will build a contact database for the project based on existing City outreach databases and interested parties identified during the General Plan update process. This will include advocacy groups, service organizations, neighborhood associations, business interests and others. The City's project website should have an automated feature where participants can add their names to the contact list.

### **Task 2.2: Logo and Branding**

R+A will prepare unique branding materials for the project. At a minimum, this will include a logo, color palette, document layouts and fonts, meeting notices and PPT presentation template. All public materials will use the branding identity.

### **Task 2.3: Project Website**

R+A will create an interactive website for the project that allows for two-way communication of information. The website, which will include a unique URL, will include basic information about the project, documents produced for the project, meeting summaries and meeting announcements, among other materials. The project will also include an interactive component such as comment features, surveys, and interactive workshops whereby participants can complete workshop activities. The R+A team will regularly update the website throughout the project.

### **Task 2.4: Project Fact Sheet**

R+A will develop a project fact sheet (or information sheet) that defines the purpose of the project, the project timelines, and ways that the public can get involved and the decision-making process and basic information on the City.

### **Task 2.5: Stakeholder Interviews**

The R+A team will conduct up to 15 approximately one-hour stakeholder meetings and/or interviews. Stakeholders will be identified with City staff at the beginning of the project and may include: City Council members; key business and advocacy organizations; and community leaders. R+A will prepare a brief memorandum summarizing the results of the stakeholder interviews. Further, the interviews will be conducted at a time to inform the Community Engagement Plan.

### **Task 2.6: General Plan Advisory Committee (12x)**

R+A and City staff could work together to form and then meet with a General Plan Advisory Committee comprised of approximately 12-20 individuals, representing the broader community. The Advisory Committee would be strictly advisory and non-voting and we recommend that it meet approximately 12 times during the process to obtain feedback on the project issues; the vision and guiding principles; land use and transportation alternatives; approaches to housing, health, economic development, and other key policy topics. The Advisory Committee would also serve as a sounding board for content for public workshops. Potential topics for the GPAC meetings are:

- Issues and Opportunities
- Draft Community Engagement Plan
- Vision and Guiding Principles; plan targets and outcomes
- Land Use/Design Alternatives
- Sustainability, Health, & Equity
- Mobility and Transportation
- Parks and Open Space
- Economic Development
- Plan Review

## Task 2.7: Pop-Up Workshops (12 total; 3 rounds of 4)

The R+A team recommends facilitating “pop-up” workshops or “intercept” meetings at planned well-attended events in Thousand Oaks throughout the planning process (e.g., Thousand Oaks Farmer’s Markets, Community and Senior Center Events, Streets Events, CLU events). These workshops will be held at times and locations convenient for a wide cross section of participants (e.g., youth, young families, minority and diverse groups and other traditionally underrepresented groups) and materials will be translated and accessible for all that attend. The team will prepare materials for three distinct pop-up workshops during the following phases: visioning; alternatives; and draft plan. For each phase, the R+A team will attend four pop-up events and City staff can attend additional events as needed during each phase.

## Task 2.8: Community Forums (2 total)

Community forums provide an opportunity to share insights on the latest land use, circulation, development challenges, and market trends affecting Thousand Oaks and the surrounding region. Topics for the community forums could include those related to housing law, transportation, parking, and/or economic development, including the fiscal realities about the relationship between public services, tax revenues and land use decisions.

## Task 2.9: Community Workshops (4 total)

R+A will organize up to four (4) community workshops. These are expected to be evening or weekend meetings that last approximately three hours. Each workshop will include an opening presentation followed by interactive exercises. The following presents our initial proposed direction for the community workshops. However, there are many variations of the flow and topics of the workshops and our team looks forward to discussing the options during the project scoping phase. The proposed topic of each workshop is below:

- **Workshop #1: Issues, Vision, & Guiding Principles.** This would focus on developing a draft vision statement, guiding principles and key issues for review and further discussion. Participants may discuss the following questions:
  - What makes Thousand Oaks unique and special?
  - What are the key issues and opportunities facing Thousand Oaks today and in the future?
  - What is your vision for Thousand Oaks in the next 20-30 years? What will the City look like in 2040? Which parts of town will remain substantially as they are, which will change significantly, and in what ways?
  - How can we help to build community consensus for change and for preservation during the General Plan Update Process?
  - What is the relationship between fiscal revenues, quality services and land use decisions?
  - Participants will also be asked to identify where they would like to see new housing, shopping, jobs, parks, and transportation improvements in the City.
- **Workshop #2: Land Use and Mobility Alternatives.** The R+A team will present up to three potential growth and development alternatives for Thousand Oaks. The alternatives will incorporate existing

Specific Plan direction and will focus on areas where change is anticipated. The outcome of this workshop will be ideas or concepts that should be included in the area. As part of this workshop, participants may provide feedback on urban design and community character for different areas of the City using a visual preference survey. Participants may use handheld clickers to identify preferences for different development types and receive instant feedback on the results.

- **Workshop #3: Policy Direction.** At this workshop, we will have a series of open house stations to provide policy direction and implementation ideas for key topics identified during the process. The workshop could focus on topics such as: housing, sustainability, environmental justice, parks, and transportation, or other important topics identified through the engagement process.
- **Workshop #4: Draft General Plan Open House.** After the Draft General Plan is released for public review, we will hold a workshop to review the content and collect feedback from the community. This workshop will include a brief overview presentation and interactive stations for each of the Elements.

To gather additional community feedback in parallel with every community workshop, R+A will post workshop questions and materials online using SurveyMonkey. This will occur in a coordinated way with every community workshop using similar or identical engagement material. This provides additional feedback opportunities for segments of the population that are not able to attend a community workshop in person, while amplifying the usefulness and distribution of workshop content to a broader, more diverse audience.

Our team will provide logistics planning support, developing the workshop format and preparing the agenda, consolidating and synthesizing relevant materials from the technical team when needed, facilitating the workshop (lead facilitator and 1-2 assistants), and providing summary notes documenting input and identifying common discussion themes.

R+A will provide an outreach flyer for each meeting that can be distributed via email and through existing city channels. City staff will be responsible for mailing flyers and physically distributing flyers throughout the City.

## **Task 2.10: Neighborhood and Stakeholder Meetings to Build Capacity**

To maximize local engagement opportunities and explore complex issues, the R+A team proposes facilitating conversations with neighborhood associations and community organizations, as well as business leaders and the development community at preexisting meetings. At each meeting, participants will learn about the project and will be asked to share ideas about the proposed project and outreach strategies. This will help inform the community and communicate their priorities, while teaming with community leaders to identify best practices to engage residents and stakeholders that typically are not heard from. Neighborhood and stakeholder groups that can be consulted for the General Plan Update could include representatives, professionals, or other members of the public from:

- City Commissions and Boards
- Regional Agencies such as Conejo Valley Parks and Recreation District
- Thousand Oaks Boulevard Association (TOBA)
- Conejo Valley Chamber of Commerce and Thousand Oaks Rotary Club

- Major Employers and Businesses - Amgen, Teledyne, Tecom Industries, Envision Avionics Panels, Los Robles Medical Center, etc.
- Thousand Oaks Auto Mall
- The Oaks Mall & Janss Marketplace
- California Lutheran University
- Conejo Valley Unified School District School board, Thousand Oaks and Westlake High Schools
- Faith-based organizations and HOAs
- Affordable housing groups such as Many Mansions and Habitat for Humanity of Ventura County
- Commercial real estate brokers and local architects
- And others as identified during the process

R+A will conduct as many meetings as possible within the allocated budget. The specifics of this task will be identified during the development of the Community Engagement Plan.

### **Task 2.11: Focus Groups (6x)**

R+A will organize six (6) focus groups to explore ideas and concepts developed during the General Plan update process. The timing of the focus groups will be determined during the scope phase of the project but will likely occur during the alternatives development phase or the preparation and resolution of policy alternatives. The focus groups will be structured to bring together certain segments of the population – seniors, youth, parents with children, young professionals, Spanish-speaking residents, business owners, etc. – to exchange ideas in an informal setting. R+A will work closely with the City to identify target populations and handle focus group logistics. This task includes two economic development focus groups conducted by HR&A (further described in Task 3.2).

### **Task 2.12: City Council Study Sessions**

The R+A team will hold three study sessions with the City Council. These meetings will occur at key junctures in the process as defined below:

- #1: Review the vision, guiding principles and key issues and opportunities.
- #2: Review and approve the general direction for preferred land use and mobility alternative.
- #3: Review and approve the goals and policy direction for the General Plan.

For each, R+A will prepare presentations and City staff will handle logistics and staff reports.

### **Task 2.13: Coordination with Outside Agencies**

R+A team members will coordinate with outside agencies deemed pertinent to the General Plan update and EIR. Up to 10 approximately one-hour meetings and/or phone calls are anticipated.

### **Task 2 Deliverables**

- Draft and Final Community Engagement Plan
- Logo and Branding Package

- Project Fact Sheet
- Project Website
- Stakeholder Interviews Summary
- Focus group summary (6x)
- Community Forums (2x)
- General Plan Advisory Committee meeting materials and summary notes (12x)
- Community workshop materials (4x)
- Pop-up workshop materials (3x)
- Notes from meetings with neighborhood groups and stakeholders
- Notes from meetings with outside agencies

## **Task 3: Existing Conditions Analysis**

During this task, the R+A team will prepare a series of analyses to understand the existing conditions in the community and the current policy direction of the City. Please note that some of the baseline existing environmental conditions will also be prepared during this time, serving a dual function as the existing setting section of the EIR and the background report for the General Plan.

### **Task 3.1: Review and Assess Existing Reports, Studies and Regulations**

The R+A team will review existing reports, studies, and regulations and work with staff to determine how the information should be incorporated into the General Plan. This will include existing Specific Plans (Thousand Oaks Boulevard Specific Plan and others), the existing General Plan and zoning ordinance, regional planning documents, the Downtown Core Master Plan and other plans, studies, reports and regulations that would provide additional information relative to the General Plan Update effort.

In addition, the team will review and summarize the applicability of recent State regulations that impact the General Plan process, including SB 379 (climate adaptation), SB 743 (VMT and LOS), SB 1000 (environmental justice), and AB 1358 (Complete Streets), among others. The deliverable for this task will be a matrix summarizing each document and regulation and how each should be incorporated into the General Plan.

As needed, R+A will also review pipeline and recently proposed and approved development projects, as valuable evidence of the development projects that current policy, regulation, and market economics are bringing to Thousand Oaks. An understanding of projects that have been well received, projects that have been denied, and projects that have generated controversy will be useful to help the team understand community perspectives and the degree of fit or misfit between existing policies and regulations. This will provide a valuable base of information as land use and urban form alternatives are generated and evaluated and General Plan designations are developed for the City.

## Task 3.2: Existing Conditions Analysis

The R+A team believes in the power of well-presented and curated data to spur productive civic discourse and encourage positive change. To support this discussion, the R+A team will prepare a series of stand-alone existing conditions reports that summarize the current conditions and future trends for topics critical to the General Plan update. The existing conditions analysis will include the following technical reports. All will be required for both the focused and the comprehensive General Plan Update.

**Land Use and Community Design Report.** R+A will prepare a land use and community design report that provides an overview of the existing and allowable land uses in the City and the major urban design characteristics. Topics that will be covered include:

- Existing land use map and table
- General Plan designations and zoning districts
- Growth projections and opportunity sites/areas
- Analysis of Measure E housing development capacity
- Summary of planning and policy documents (for example, existing specific plans)
- Urban design character map and City structure (e.g., gateways, community focal points, activity centers, views, topography) with parallel community character photographic survey.
- A typology of “place types” for the existing pattern of development and future land use (General Plan and/or zoning).
- Neighborhood/sub-area maps and description of general character (building types, streetscape character) and potential level of change
- A summary of the number, location, and condition of parks, open space preserves, recreation trails, and recreational facilities.
- The location of schools, public buildings, libraries and other public uses in the City.

**Mobility Report.** Nelson\Nygaard and Iteris will summarize and analyze existing transportation and mobility facilities in the City, including streets and roadways, public transit, bicycle facilities, and pedestrian facilities. The team will document existing conditions related to vehicle, transit, bicycle and pedestrian uses.

- **Existing Roadway Usage, Motor Vehicle Circulation and Level of Service.** Nelson\Nygaard, with assistance from Iteris, will provide an overview of existing circulation conditions for motor vehicle travel including an existing classification map and traffic flow map.
- **Existing Transit Conditions.** Nelson\Nygaard will collect information on all existing public and private transit options in the City (i.e., stop locations, frequency of service, etc.) and prepare a table summary of bus and shuttle routes within the City and a citywide transit network map illustrating existing and proposed routes. Nelson\Nygaard will describe journey-to-work transit mode share and vehicle ownership and will work with City staff to determine existing issues and constraints of existing transit routes.
- **Existing Pedestrian and Bicycle Conditions.** Nelson\Nygaard will prepare a map showing existing bikeways and will qualitatively describe the pedestrian and bicycle circulation conditions within the city limits and key connections to adjacent communities. Nelson\Nygaard will describe journey to

work pedestrian and bicycle mode share and will provide an overview of the local Safe Routes to School program.

Nelson\Nygaard will review relevant documents, including the city's General Plan, existing transportation impact review guidelines, and any other documents outlining city policies and transportation goals, in addition to analyzing a small, representative sample of past environmental impact reports for patterns in findings, mitigations, and public comments. The Nelson\Nygaard team will count on City staff to identify telling or instructive EIRs, policies, and other relevant documents.

Nelson\Nygaard and Iteris will document existing street traffic, transit, pedestrian, and bicycle conditions. Together, we will submit as a Draft Existing Conditions technical report for review by City Staff. Upon receipt of comments, the team will revise and submit a final Existing Conditions report.

**Market Study Summary.** HR&A will prepare a market study summary that includes the following tasks:

- Building off of Kosmont's 2017 Economic Development Strategic Plan, HR&A will perform a high-level market scan to assess socio-economic trends and relevant market trends to evaluate relative strengths and weaknesses in the City of Thousand Oaks. The market study will provide the City and Project Team with a better understanding of existing land uses, market performance, and potential market demand.
- HR&A will review key socio-economic characteristics Thousand Oaks. As part of this task, HR&A will review the demographics and employment profile of the City and the Conejo Valley region. For context, the economic profile will evaluate current and future population, employment, and housing trends using a range of data sources, particularly focusing on population, employment, age, income, household characteristics and educational attainment.
- HR&A will use data sources such as CoStar and REIS to review real estate trends and current market conditions of the Thousand Oaks area within the context of two to three peer cities that have recently experienced the type of growth that is desirable to Thousand Oaks. HR&A will review the performance of retail, office, multi-family, industrial/flex and hospitality uses in Thousand Oaks and peer cities as a supplement to the market study conducted in 2017. This peer city analysis will include evaluation of both market performance characteristics and success factors for completed real estate development that may be desirable in terms of density, character, fiscal impact or tenant mix.
- HR&A will engage with the business community in Thousand Oaks to help identify key economic development issues and priorities. HR&A will work with the Project Team to identify a list of business and real estate stakeholders to engage for participation in two 2-hour Focus Group sessions, including representatives from the Greater Conejo Valley Chamber of Commerce, City of Thousand Oaks staff focused on Economic Development, service clubs such as the Rotary Club of Thousand Oaks, businesses in Thousand Oaks, as well as real estate brokers and developers. The Focus Groups will discuss existing conditions and will identify local economic strengths, weaknesses, opportunities and threats in the context of land use planning and related regulations, as well as necessary incentives or partnerships to produce the scale of development that is desirable to Thousand Oaks.

**Health and Equity.** State law (SB 1000) now requires that General Plans include topics related to environmental justice as part of the General Plan. R+A has been preparing stand-alone public health elements of General Plans for over 10 years and we will incorporate this experience into the Thousand Oaks General Plan update process. To support this effort, R+A will prepare a health and equity background report, in close collaboration with the Ventura County Public Health Department. Health topics that will be addressed will include life expectancy, physical activity levels, access to healthy foods, respiratory health, heart disease and other relevant data and indicators, where available. Where possible, the data will be compared to neighboring cities, Ventura County, and/or the State. Additionally, R+A will conduct an assessment to identify underserved and disadvantaged neighborhoods, as is required by SB 1000. R+A will collect and compare data from the Health Disadvantage Index, CalEnviroScreen, and the Regional Opportunity Index, among others. Using GIS and other qualitative information, these tools will help identify underserved neighborhoods, (e.g. where there is limited access to public facilities and parks), and understand exposure and vulnerability to safety risks and hazards, e.g. extreme heat, seismic risks, and flooding.

**Background Environmental Report.** Rincon will prepare key Background sections in order to provide critical context for the General Plan process. The key sections will be confirmed with City staff, but will likely include air quality, open space, biological resources, cultural resources, greenhouse gases (GHG)/climate change and climate resiliency, hazardous materials, noise, public facilities, and utilities and services. The sections will document the applicable regulatory setting and existing conditions in Thousand Oaks and the region, providing data, maps and other salient information to include in public outreach materials developed by the General Plan Team. The information will also inform General Plan policy development by highlighting local issues and environmental constraints that should be considered early in the process so that they can be addressed in the draft policy framework. In this way, the information will pave the way for a self-mitigating General Plan and reduce the need for mitigation measures in the EIR. In preparing the key Background sections, we will draw on existing sources of information to the extent possible, including federal, state and regional plans and databases as well as recent City planning initiatives. Biological, cultural resource, and hazardous material data will be obtained from online and information center database searches supplemented as necessary with aerial map reviews and/or windshield surveys. The evaluation of noise conditions will include noise measurements at up to 40 locations throughout the City that reflect the range of noise generators and noise-sensitive receivers. The evaluations of constraints related to public services and infrastructure will be based on input from applicable City departments and other service providers.

### **Task 3.3: Issues and Opportunities Table**

Using all of the information from Task 3, R+A will prepare an issues and opportunities table that lists the issues that need to be addressed during the General Plan update. This will be a detailed list that will help the team and the City organize discussions and identify needed changes for the General Plan.

### **Task 3.4: Standards and Indicators**

R+A believes that you should “measure what we want to move,” and as a result we identify policy-relevant indicators that can guide policy writing as well as project implementation and post-adoption monitoring. The indicators presented in the existing conditions analysis will include maps and other visual aids, and will become the baseline metrics to monitor the implementation plan. To begin this process, the R+A team will prepare a list of potential standards, thresholds and indicators that can be used to understand existing conditions, set targets for policy and measure success over time. The result will be a matrix of standards, organized by General Plan Element. Information will be drawn from existing City policy and “best practices,” from ratings systems such as LEED for Neighborhood Development, LEED for Cities, WELL Community, and/or STAR Community rating system, and from metrics available in UrbanFootprint. The information will be summarized in a brief technical memorandum with a table summarizing the indicators and baseline conditions.

### **Task 3.5: Traffic Model Development**

**Existing Conditions Analysis/Transportation Setting.** Iteris will prepare a CEQA-level Traffic Impact Analysis to evaluate the changes in land use designations incorporated into the General Plan update. As a first step, Iteris will work with the City to define the analysis study area (intersections and roadways). Iteris’ previous work on the VCTC Traffic Model will be used as a starting point in defining the key locations for impact assessment. Based on a preliminary analysis of the roadway network, for the purposes of this scope of work (and cost estimate), it is anticipated that up to 30 key intersections within the City as well as the sphere of influence would be included.

Upon completion of study area scoping, Iteris will prepare a baseline existing conditions analysis to define the City’s transportation system operations in year 2018. Current traffic counts at all study intersections will be collected during the a.m. and p.m. peak periods. This assumes that the City does not have recent traffic count data for use in the analysis. Intersection levels of service (LOS) during the a.m. and p.m. peak hours will be determined in order to identify any locations currently operating below standards designated in the current General Plan. In addition, 24-hour roadway segment counts will be collected at up to 10 segments for use in the traffic analysis as well as the other environmental studies. Daily roadway volumes at other segments will be calculated based on peak hour-to-daily ratios derived from the peak hour intersection count data.

**Traffic Modeling.** Iteris’ proposed approach for traffic forecasting includes the use of the current Ventura County Transportation Model (VCTM), developed by Iteris. This model was the first in southern California to utilize the 2016 version of SCAG’s Sub-Regional Model Development Tool. A major component of the model is a land use to socioeconomic data (population/employment) conversion module, as the current planning tool in Ventura County is land use, while the regional model trip generation is based on socioeconomic inputs. This land use-based model is consistent with the 2016 SCAG RTP/SCS travel demand model assumptions and inputs with a detailed traffic analysis zone (TAZ) structure in the City of Thousand Oaks. The model consists of 35 TAZ’s within the City.

As regular members of the SCAG Model Task Force, Iteris is fully aware of the current development of the activity-based and trip-based models as a part of the 2020 RTP. The base year for the 2020 RTP will be a validated 2016 model year, with interim years between 2016 and 2050. The 2020 SCAG RTP/SCS travel demand model will not be available for use for the Thousand Oaks General Plan update. Thus, it is recommended that the currently accepted VCTM is used, as it is the most recently validated model in the project vicinity.

Initially, the model will be utilized to forecast traffic data for the currently adopted General Plan (considered the “No Build” scenario), which is included in the model’s future year scenario. Upon completion of this scenario, the proposed General Plan Update land use designation changes will be incorporated as a new scenario to develop “With Project” traffic data. Before conducting the traffic model runs, Iteris will prepare a Traffic Forecast Methodology memo detailing the approach to traffic forecasting. This memo will identify which TAZ’s would be affected by the land use adjustments.

### **Task 3.6: SB743 Traffic Impact Analysis**

Nelson\Nygaard will provide support in customizing a new transportation analysis process to best serve project goals and evaluation needs. This would include the following elements:

- Develop citywide and/or special district traffic impact significance threshold that would apply to intersections and street segments in the city
- Identify approach to evaluate impacts on vehicle miles traveled (VMT) for the city and any special district areas.
- Identify evaluation gaps that may be presented by change in CEQA-based transportation analysis from LOS to VMT.

Nelson\Nygaard will conduct a meeting with City staff members from who play a substantive role in the City’s environmental review process. The meeting will review the existing transportation planning framework, review other cities’ models, consider revised policies and goals, clarify the changes to the development-review process, and define the metrics of interest in a new transportation impact review process.

Nelson\Nygaard will identify strategies to update the City’s CEQA analysis to include VMT-based impact criteria, and provide guidance for officially transitioning from LOS to VMT based CEQA evaluation to support the City’s compliance with SB 743 implementation requirements. This could include recommendations for using VMT for CEQA clearance in parallel with other methods for operational impact evaluation and traffic impact fee programs. Nelson\Nygaard will provide recommendations on how the city will comply with SB 743 and how transportation impact review will take place in the city going forward. The effort will likely include the following basic streams of work:

- Develop potential metrics that align to the goals/objectives
- Recommend changes to the transportation impact review process, covering portions of the project-development lifecycle

Iteris will provide support to Nelson\Nygaard in the preparation of a new transportation analysis process to best serve project goals and evaluation needs. Iteris will participate in the workshop with City stakeholders, led by Nelson\Nygaard, and will provide guidance on transportation metrics that are applicable and easily available to developing the new guidelines.

### **Task 3 Deliverables**

- Document review matrix
- Land Use and Urban Design Report
- Transportation and Mobility Report
- Baseline Economic and Market Report
- Health and Equity Report
- Background Environmental Report
- Issues and Opportunities Table
- Standards and Indicators Table
- Traffic model
- SB743 Analysis Memo

## **Task 4: General Plan Vision and Alternatives**

### **Task 4.1: Vision, Guiding Principles and Overall Plan Direction**

Working with city staff and the public, R+A will identify a vision and a set of guiding principles for the General Plan update. The vision and guiding principles will supplement and clarify the existing vision and direction in the current General Plan. In addition, the project team will summarize the overall major components (or “big ideas”) that the General Plan will put forward. This could include areas of the city to focus new development (such as the Downtown), natural areas that could be enhanced, major transportation improvements, or new policy directions. This information will be presented to the City Council to approve the plan direction prior to moving forward into more detailed analysis and policy development.

### **Task 4.2: Areas of Change and Areas of Stability**

Building off of the work in Tasks 2 and 3, the R+A team will prepare a map that identifies areas in the City where no land use designation change and little or no physical change are anticipated (areas of stability and enhancement), areas where incremental change is anticipated (areas of change), and areas in which transformational change is envisioned (areas of transformation). These will be coordinated with existing City efforts such as the Downtown Core Master Plan, the Thousand Oaks Boulevard Specific Plan or other potential change areas such as the major transportation corridors (Thousand Oaks Boulevard, Hillcrest Drive or Moorpark Road).

Once these are agreed upon, the alternatives process will focus mainly on areas of change or transformation, with some time devoted to areas of incremental change, as appropriate, to meet other City objectives. For areas where no land use change or development is expected to occur, the team will focus on policies that improve and/or preserve the beauty, functionality, accessibility, health, and quality of life that Thousand Oaks residents expect.

### **Task 4.3: Team Charrette/Working Meeting**

After the initial research and identification of areas of change, key members of the Raimi + Associates team will hold a multi-day (three or four days) working meeting to develop preliminary land use + transportation alternatives, meet with stakeholders, work with City staff to develop and resolve policy alternatives, and collaboratively develop conceptual ideas and a public realm framework. This team working meeting will also allow us to present the team's mapping and data findings to City staff. Based on this working meeting, the team will be able to prepare alternatives as identified in the next task.

### **Task 4.4: Prepare Land Use, Transportation, and Policy Alternatives**

The R+A team will create land use, transportation and policy alternatives to address key issues identified during the process. This may include the following:

- R+A, with assistance from all team members, will develop up to three land use alternatives for each of the areas of change identified earlier in Task 4.2. The alternatives will vary in terms of land use, intensity, and design vision. For each alternative, R+A will:
  - Prepare an alternatives map with potential land use intensities.
  - Identify photos of representative place types and architectural character.
  - Develop sketches of the character and identity of different development patterns so that the community can better understand the visual impact of different development options.
  - Prepare summaries of the development intensity and land use mix of each alternative.
- Nelson\Nygaard will develop transportation alternatives to support the circulation network, complete streets, and multimodal network as appropriate to the land use option alternatives developed by the General Plan team. Nelson\Nygaard's alternatives will be informed by opportunities identified through the existing conditions analysis, focused on:
  - Closing gaps in multimodal networks, including transit, pedestrian and bicycle.
  - Identifying how key bicycle and pedestrian corridors from the Active Transportation Plan impact mobility of vehicles and transit and opportunities for balancing the needs of all modes.
  - Intersections and other barriers to comfortable bicycle, pedestrian, and transit access.
  - How emerging mobility such as MicroTransit, Transportation Network Companies, and personal mobility devices will affect the transportation network and future travel

- Accommodating regional traffic needs within a multimodal context, with recommendations for applying regional and local street typologies that will prioritize modes based on the various modal networks.
- R+A will develop approaches to improving health and addressing environmental justice
- R+A will identify a proposed future parks and open space network and alternative approaches to expanding parks and open spaces.
- VTA will develop policy alternatives to address critical housing issues facing the City including homelessness, housing affordability and mix of housing types.

The information will be summarized in a technical memorandum for staff and will be presented to the public at workshops, pop-up events and through on-line engagement.

### **Task 4.5: Alternatives Analysis**

R+A will use UrbanFootprint to conduct an analysis of the various land use alternatives. The analysis will result in metrics that compare and contrast the alternatives in terms of transportation, health, environmental, and economic outcomes. Specific topics that will be addressed in the alternatives analysis include:

- Land use mix, including land use by type and intensity
- Amount of parks and open space generated
- Development in critical environmental areas such as areas subject to wildfires or flooding
- Transportation impacts including VMT per capita
- GHG impacts including total GHG emissions and GHG per capita
- Relative fiscal implications<sup>1</sup>
- Energy use per household and per capita
- Access to destinations including parks, retail and transit
- Iteris will analyze the four (three plus existing) alternatives, using the described travel-demand model approach, by providing metrics such as total roadway segment daily volumes, TAZ trip generation, miles of congestion, Citywide VMT, and Citywide VHT. Utilizing these metrics, the various alternatives can be compared to determine their respective level of impact.

### **Task 4.6: Preferred Alternative**

Based on public outreach, the alternatives analysis, input from City staff, and input from the City Council, the project team will prepare a final land use and transportation approach for the City, along with a summary of anticipated direction for key policy topics including economic development, and health. The preferred alternative will be reviewed and endorsed by City Council.

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<sup>1</sup> The objective of this comparison will be to estimate potential revenue enhancement opportunities as well as potential cost efficiencies under each scenario based on the proposed incremental development under each scenario at buildout.

## **Task 4.7: Growth Projections**

HR&A and R+A will work with the City to develop growth projections for the City based on realistic market conditions, availability of land, and community considerations.

### **Task 4 Deliverables**

- Vision and guiding principles – admin and final
- Map of areas of change and areas of stability
- Land use, transportation and policy alternatives – admin and final
- Alternatives analysis (included in PPT for public workshop)
- Memo on evaluation of alternatives
- Preferred alternative
- Growth projections

## **Task 5: General Plan Preparation**

### **Task 5.1: General Plan Outline and Structure**

R+A will work with the City to prepare a detailed outline of the General Plan, including topics and sub-topics. This process will also include a discussion of overall tone and format, the language to be used to write the goals and policies, desired look and feel, and other document design decisions.

### **Task 5.2: Goal, Policy and Implementation Framework; Land Use Designations**

The R+A team will prepare a memorandum outlining the goals and policies for each Element of the General Plan. This will list the goals, policies, implementation actions that should be incorporated into the General Plan.

An important aspect of this task will be to revise the land use designations based on the preferred direction in Task 4. This will include carefully crafting the land use designations and allowed density/intensity ranges to address the community's vision for the City.

### **Task 5.3: Admin Draft General Plan**

The R+A team will prepare a comprehensive update to the City of Thousand Oaks' General Plan as defined below. R+A will direct and be the lead author and editor of the Administrative Draft General Plan, with support and input from all team members and collaboration with the City. The scope below describes each proposed General Plan Element by topic. However, the R+A team is open to and willing to discuss alternative organizations, such as the combining elements or creating new elements to address topics of concern to the public.

### **Introduction and Context**

This chapter will describe the context of the General Plan update, including an overview of the community engagement process and instruction for how to use the plan.

### **Vision and Guiding Principles**

This chapter will include an updated vision statement, guiding principles and (if needed) a map and description of the major directions of the General Plan. This chapter will serve as the “executive summary” of the plan.

### **Land Use and Community Design**

R+A is proposing to combine the Land Use and Urban Design Elements into a single element that integrates land use regulations with the overall vision for the built form of Thousand Oaks. Topics that will be included in the Element are as follows:

- Land use designations
- Vision, goals and policies for various sub-areas of the City (such as Downtown) to provide specific guidance on areas where change will occur.
- Economic development
- Neighborhood preservation
- Urban design, such as gateways and views
- Design guidance to preserve community character (examples are building character, building locations, relationship between corridor development and adjacent residential areas, etc.)
- Public facilities and services
- Regional coordination
- Other topics as needed

### **Circulation and Mobility**

Nelson\Nygaard will draft the Circulation Element that will address, (among other subjects) mobility strategies, Complete Streets, Transportation Demand Management, and Traffic Management. These will be based on the key goals defined in earlier tasks.

Nelson\ Nygaard will examine the need for physical improvements, service improvements, and/or regulatory changes related to circulation, and will provide a summary description of needed improvements and implementation mechanisms.

Details about the analysis are outlined below:

- **2040 Circulation Network Assessment.** Deficiencies will be based on roadway operational impacts and breaks in network continuity.
- **Comprehensive Bicycle and Pedestrian Assessment.** Nelson\Nygaard will review the recently adopted Active Transportation Plan and include recommendations for updating the City’s bicycle and pedestrian planning efforts as an implementation program.
- **Comprehensive Regional Transit Assessment.** Nelson\Nygaard will work with Thousand Oaks Transit and VCTC to predict impacts to transit ridership in the City. The assessment will be based on estimated growth in transit ridership demand within the City. Transit ridership changes will be discussed qualitatively and compared to transit capacity. Based on these, Nelson\Nygaard will

develop recommendations for the City's future transit network, including potential expansion consistent with the City's expressed goals and policies for each system.

### **Safety**

The Safety Element (last updated 2014) sets forth the City's goals and policies intended to minimize risk to people and property associated with natural and man-made hazards. Since 2014, additional state mandates (SB 379) have been established, necessitating an update by 2021. Rincon will update this Element to ensure consistency with State law as well as the Countywide Hazard Mitigation Plan and the City's Emergency Operations Plan (EOP).

The full range of safety issues will be addressed in this element, including but not limited to geologic and seismic hazards, wildland fire hazards, flooding, hazardous materials, and emergency response. Policies will be developed based in part on existing plans and in coordination with service providers. As required by SB 379, the updated Safety Element will also include climate adaptation and resiliency strategies. Where available and appropriate, Rincon will incorporate mitigation and adaptation strategies aimed at climate resiliency. The Safety Element will also include a vulnerability assessment that identifies the risks climate changes poses to Thousand Oaks and the geographic areas potentially at risk.

### **Health and Environmental Justice (Integrated)**

SB 1000 requires that General Plans include an examination of disadvantaged communities and policies related to critical health topics in the community. Topics could include the following: air and water pollution; access to healthy foods; community gardens; physical activity; access to health care facilities; transportation safety; and health equity, among other topics. Our approach will be to integrate the proposed policies into other Elements of the General Plan rather than creating a stand-alone Environmental Justice Element.

### **Conservation/Open Space**

The Conservation, Open Space, Parks and Recreation Element (C/OS) sets forth the City's goals and policies regarding the development, management, and preservation of Thousand Oaks' natural, cultural, and recreational resources. The Open Space and Conservation elements were last updated in 2013. R+A and Rincon will combine these two Elements and prepare an updated Element with ideas generated during the engagement process and new information developed by the City during parallel planning efforts such as the Conejo Recreation and Parks District Master and Strategic Plans. In addition, the Scenic Highways Element (1974) and Community Forest Element (2017) could be incorporated into this comprehensive Element. Specific topics to be addressed in the Conservation component of this element include water resources, biological resources (including special status species and habitats, riparian areas, and wildlife movement), forest resources, cultural resources, mineral resources, energy, air quality, and greenhouse gases/climate change. As appropriate, current state requirements related to green building and renewable energy will be incorporated. The Open Space and Parks components will address both passive and active recreation needs as well as the preservation of open space for the conservation of biological, cultural, and other resources. Preservation and continued enhancement of the City's urban forest will also be considered in this element.

### **Noise**

The Noise Element, to be prepared by Rincon Consultants, will reflect the present and future noise environment, mobile and stationary sources of noise, and the impacts of noise on local and future residents.

The Noise Element will be as detailed as necessary to describe the local noise conditions and identify feasible noise mitigation policies and programs. By far the most prevalent source of noise in the City is traffic noise from U.S. 101, State Route 23, and major roadways. Other sources of noise that affect certain locations in the City on a temporary or permanent basis include construction, mechanical equipment, landscape equipment, and animals. Rincon will update the noise contour maps contained in the existing Noise Element (last updated in 2000) to reflect current conditions. The contours will be based on the updated traffic model results from the traffic study and will be compared to measured noise levels to verify their reasonableness. We will re-visit the land use compatibility matrix and significance thresholds contained in the current Noise Element to determine whether any updates are needed. The Noise Element goals, policies and implementation measures will also be updated accordingly to ensure control of environmental noise and protection of citizens from excessive noise exposure. Possible mixed-use development along the Thousand Oaks Boulevard corridor may present new noise challenges related to the placement of commercial and residential uses in close proximity to each other. As appropriate, new policies to address such issues will be incorporated. Finally, noise mitigation strategies in the current Noise Element (such as traffic calming, use of rubberized asphalt, and use of sound barriers) will be re-considered in light of modern planning principles, available technologies, and community preferences.

#### **Public Facilities and Services**

R+A will prepare a Public Facilities and Services Element that will include goals and policies related to parks, schools, libraries, city hall, and other public buildings. The Element will also address the critical issue of maintaining a high-level of public services in the City including police, fire, community events, and recreational programs, among others. The City currently contracts with the Ventura County for police and fire services and with Conejo Regional Parks District for parks and recreation services. The City's General Plan Elements for Recreation (1971), Public Services (1972), and Public Buildings (1989) will be folded into a comprehensive single element.

#### **Economic Development**

Based on the supportable land uses identified in the market study and fiscal comparisons from Tasks 2 and 3 as well as feedback from outreach with the business community and other community stakeholders, HR&A will identify a limited set of goals, policies and programs that will catalyze economic development opportunities in the City. HR&A's identification of key economic development goals and policies will support the prioritization of redevelopment efforts that will ensure fiscal sustainability and support business development and retention, and incentives for targeted business investments.

#### **Implementation**

The R+A team will prepare a stand-alone implementation program. The program will enumerate anticipated physical improvements, necessary plans and studies to complete, and on-going programs necessary for the continuing implementation of the General Plan. For each, we will include a description of the activity, the responsible department, the implementation timeframe, and if available, the relative cost and funding sources. The information will likely be presented in a table format. The implementation program will be developed in conjunction with the goals and policies in each element.

The Implementation chapter will also include an evaluation and monitoring plan that outlines key measures for tracking progress, challenges, and achievements as the General Plan is implemented over time. As part of the evaluation plan, R+A will develop an implementation dashboard with high level metrics and indicators to track progress over time. These will be linked to the metrics and indicators developed early in the process during the existing conditions and community engagement processes.

A key component to successful implementation of the General Plan will be improvements to the physical environment that enhance existing assets, support and improve the sense of place, and attract or enable private sector investment. To support this effort, the team, working closely with City staff, will prioritize key public interventions, investments and redevelopment efforts and will recommend potential strategies to implement these efforts through partnerships, value capture tools, or other creative mechanisms.

#### **Task 5.4: Screencheck Draft General Plan**

Based on comments from staff, the R+A team will prepare a Screencheck Draft General Plan.

#### **Task 5.5: Public Draft General Plan**

R+A will prepare a Public Draft of the General Plan based on minor, editorial, and formatting comments provided by staff's review of the Screencheck Draft. This will be the version that will be presented to the City Council and Planning Commission during the public hearing process.

#### **Task 5.6: Planning Commission Meetings and Hearings**

R+A team members will prepare for and attend up to two (2) hearings before the Planning Commission to review the General Plan and EIR. R+A will prepare a brief PowerPoint presentation summarizing the General Plan. Staff will prepare the staff report, which will be reviewed by the R+A team.

#### **Task 5.7: City Council Meetings and Hearings**

Following the Planning Commission hearings, R+A team members will prepare for and attend up to two (2) hearings before the City Council to review the General Plan and EIR. R+A will update the PowerPoint prepared for the Planning Commission meeting. City staff will write the staff report for the City Council hearings.

#### **Task 5.8: Final Draft General Plan**

Based on final comments from the City Council during the hearing process, R+A will prepare the Final General Plan. The scope assumes only minor, editorial changes will be needed to finalize the document.

#### **Task 5 Deliverables**

- General Plan outline
- Goals and Policies memo
- General Plan – Admin, Screencheck, Public Draft and Final

# Task 6: Housing Element

## Task 6.1: Evaluation of Current Housing Element

The Housing Element must include an evaluation of the effectiveness and continued appropriateness of the housing programs contained in the City's current adopted Housing Element. This review must take into consideration the market conditions and funding environment. We will review the City's Housing Element Annual Progress Reports and supplement with recent efforts not yet reported to HCD.

## Task 6.2: Demographic and Housing Needs Assessment

We will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and HCD's Completeness Review Checklist, using the most recent data as available.

We will also introduce a new section to address access to opportunities as required by the new State law on Affirmatively Furthering Fair Housing (AFFH) (AB 686). Since the City of Thousand Oaks participated in the Ventura County Regional Analysis of Impediments (AI) to Fair Housing Choice, analysis and actions contained in the Regional AI will be incorporated into the Housing Element. Additional discussions, such as access to opportunities, segregation, and place-based strategies, consistent with federal AFFH Rule will be introduced in the Housing Element.

## Task 6.3: Housing Constraints

Significant changes have been made to the State housing laws since 2013. We will review the City's current Housing Element, Zoning Ordinance, and General Plan to identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This task needs to be coordinated with the overall General Plan Update to incorporate any proposed changes to land use designations, development standards, and development review procedures.

Measure E, a growth management ordinance, will likely be viewed by HCD as a potential constraint to housing development. We understand the City's initial assessment is that the growth capacity allowable under Measure E would be sufficient to accommodate the potential intensifications anticipated under the new General Plan. The Housing Element must clearly demonstrate that Measure E would be able to accommodate the Regional Housing Needs Allocation (RHNA).

## Task 6.4: Housing Resources and Opportunities

The Housing Element must include an inventory of vacant and underutilized sites available for residential development in meeting the City's RHNA for the sixth cycle. The City's 6th cycle RHNA is anticipated to be larger than in the 5th cycle for several reasons:

- Statewide growth forecast reflects a significant increase in housing needs;
- New State law to address existing overcrowding and cost burden;

- Limited credits for existing vacancy; and
- Historical growth trend no longer a consideration when assigning RHNA.

Identifying adequate sites for the RHNA needs to be coordinated with the overall General Plan Update to reflect changes in land use policies. A new residential sites inventory consistent with the proposed General Plan will be developed. We will review the sites inventory in the current Housing Element to determine which sites continue to be available and could be reused for the 6th RHNA. Specifically, we will review and update the sites inventory to comply with AB 1397 (Adequate Housing Element Sites) and SB 166 (No Net Loss).

### **Task 6.5: Housing Plan**

Based upon the analyses and research conducted in Tasks 6.1 through 6.4, we will update the Housing Element for Thousand Oaks. The updated Housing Element will include all required components under State law, along with relevant appendices. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

### **Task 6.6: Public Review Draft Housing Element**

We will prepare an Administrative Draft Housing Element for review by staff. The Administrative Draft will be revised to address comments from staff to formulate the Screencheck Draft and Public Review Draft Housing Element.

### **Task 6 Deliverables**

- Evaluation of current General Plan – draft and final
- Demographic and Housing Needs Assessment – draft and final
- Housing Constraints memo – draft and final
- Housing Resources and Opportunities – draft and final
- Housing Element – Admin Draft, Screencheck Draft, Public Draft and Final

## **Task 7: Environmental Impact Report Preparation**

Based on review of the RFP and our experience preparing General Plan EIRs, we recommend the preparation of a Program EIR pursuant to State CEQA Guidelines Section 15168. Although the legally required contents of a Program EIR are technically the same as those of a Project EIR, Program EIRs contain a broader discussion of impacts, alternatives, and mitigation measures than a Project EIR. Use of a Program EIR is intended to provide an opportunity to consider broad policy alternatives and program-wide mitigation measures with greater flexibility to address environmental issues and/or cumulative impacts on a comprehensive basis. Once a Program EIR has been certified, subsequent activities within the program (in this case the General Plan) may be evaluated to determine what, if any, additional CEQA documentation needs to be prepared. If the Program

EIR addresses the program's effects specifically and comprehensively, many subsequent activities may be found to be consistent with the Program EIR mitigation parameters and additional environmental documentation may not be required (CEQA Guidelines Section 15168(c)). In this case, the Program EIR serves a valuable purpose as the first-tier environmental analysis that will assist in streamlining and possibly exempting future projects from CEQA with the idea that the General Plan's Program EIR can be used for such exemptions when projects are consistent with the General Plan.

### **Task 7.1: Notice of Preparation**

Rincon will work with City staff to develop a project description and will prepare a draft Notice of Preparation (NOP) for City staff to review. The NOP is intended to alert other public agencies about the undertaking, and to solicit their input on the scope of the study. Rincon will submit a final PDF copy of the NOP to City staff for posting on its website and for distribution to public agencies. It is assumed that the City will distribute the NOP using the City's distribution list. Rincon will review and make suggestions regarding the list. Rincon will be responsible for filing the NOP with the County Clerk and State Clearinghouse/OPR.

### **Task 7.2: Scoping Meeting**

Rincon will facilitate a public and agency scoping meeting associated with the release of the NOP. The Scoping Meeting will be held during the 30-day NOP period to introduce the community to the EIR process and obtain input on the EIR scope of work. It will include a brief presentation, followed by public comment and input from meeting attendees. Rincon will prepare a summary of all input gathered, which will be included in the Draft EIR along with any written public comments received during NOP comment period.

### **Task 7.3: Administrative Draft Program EIR**

Rincon will prepare an Administrative Draft Program EIR (ADPEIR) in compliance with CEQA requirements using information gathered as part of the General Plan update effort and comments on the NOP, as well as information from other recent CEQA documents. The ADPEIR will include the following sections:

**Executive Summary.** This section will provide a summary of the entire ADPEIR, including a summary of impacts and mitigation measures in matrix format.

**Introduction and Environmental Setting.** The introduction will describe the purpose of the ADPEIR, the scope of issues to be addressed, and present the organization of the report. Information from the Background Environmental Report will be used as part of the project's environmental setting.

**Project Description.** The project description will contain the City's objectives for the General Plan Update; a summary of goals, policies, programs, and development regulations; a forecast of growth/development under the General Plan; and graphical depiction of the proposed land use plan.

**Analysis, Impacts, and Mitigation Measures.** Analysis of impacts will include four main components:

1. Setting (description of current conditions with respect to the issue in question, including the existing regulatory environment)
2. Impact analysis (discussion of potentially significant effects of the proposed project; impacts are typically compared to established “thresholds of significance”)
3. Programmatic mitigation measures (methods by which significant effects can be reduced or eliminated)
4. Level of significance after mitigation (discussion of whether or not proposed mitigation measures reduce impacts to below the adopted significance threshold)

Issues to be analyzed in a programmatic framework will include:

**Aesthetics.** The aesthetic analysis will consider such issues as alteration of public views, changes in visual character, and increased light and glare. The analysis will also consider consistency with relevant City documents addressing design and development standards.

**Air Quality.** This section will be prepared in accordance with Ventura County Air Pollution Control District (VCAPCD) guidance. Both temporary construction effects and long-term regional effects will be considered. Since the General Plan is not a project, the analysis will not quantify regional emissions. Instead, it will compare growth potential under the General Plan to growth forecasts contained in the VCAPCD’s 2016 Air Quality Management Plan to determine significance.

**Biological Resources.** The section will describe baseline conditions, assess direct and indirect impacts to existing biological resources from future development, and identify feasible mitigation measures, if required. The section will address potential impacts to biological resources, including special status plant and wildlife species, critical habitat, sensitive communities and jurisdictional waters, natural stands of protected trees, and other biological resources. Baseline information will be based on existing information and other recent biological surveys conducted in/near Thousand Oaks, including state and federal sensitive species databases (such as the California Natural Diversity Database (CNDDDB)).

**Cultural Resources.** This analysis will address archaeological, paleontological, and historic resources. Resources listed on the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR) will be identified, as will any local landmarks or areas of known archaeological resource sensitivity. Rincon will also prepare the SB 18 and AB 52 consultations (described further under Tribal Resources).

**Energy.** This section will address energy demand and availability, including any wasteful use of energy. Energy use will be estimated based on standard demand factors and compared to state and local consumption. As appropriate, energy providers will be contacted to verify their ability to meet local energy needs.

**Geology and Soils.** This section will discuss the potential for geologic hazards, including fault rupture, groundshaking, landsliding, liquefaction/slope stability, erosion, and subsidence. It will rely on information from the Local Hazard Mitigation Plan and updates to the General Plan Safety Element.

**Greenhouse Gas Emissions.** This analysis will consider the proposed General Plan’s potential contribution to cumulative impacts related to greenhouse gas (GHG) emissions and climate change. An overview of the current regulatory framework regarding GHGs/climate change will be provided, addressing the requirements of SB 32, AB 32, SB 97, and SB 375, as well as the Air Resources Board’s 2017 Scoping Plan. The analysis will quantify carbon dioxide equivalent (CDE) units associated with future development facilitated by the General Plan and compare these emissions to appropriate thresholds. Programmatic mitigation will be identified as appropriate.

**Hazards and Hazardous Materials.** This section will discuss the potential for impacts relating to hazardous materials transport, storage, and use. The analysis will be based on searches of online databases and in consideration of federal, state, and local regulations pertaining to hazardous materials.

**Hydrology and Water Quality.** The hydrology and water quality analysis will evaluate potential impacts relating to hydrological conditions and flooding as well as potential impacts to surface and groundwater quality. As appropriate, National Pollutant Discharge Eliminate System (NPDES) and associated local regulations will be cited.

**Land Use and Planning.** This section of the EIR will examine land use policy issues, including an objective discussion of whether and how the proposed General Plan is consistent with existing City policy documents and regional plans and policies, such as the Southern California Association of Governments’ Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

**Noise.** The noise analysis will examine both temporary construction noise and long-term operational noise. Noise model calculations will be included as an appendix to the EIR, and the technical analysis will be summarized. Traffic noise will be estimated based on the noise contours developed in conjunction with the proposed General Plan Noise Element and data from the EIR traffic analysis.

**Population and Housing.** It is not anticipated that the proposed General Plan would displace people or housing. Therefore, this section will focus on a comparison of potential population and housing growth to SCAG regional growth forecasts for the City.

**Public Services and Recreation.** This section will address potential impacts relating to police protection and fire protection services, schools, and parks and recreational facilities. This will involve contact with local service agencies to determine service levels and existing and projected gaps in service. The analysis will focus on whether General Plan growth would create the need for new or expanded facilities, the construction of which may cause significant environmental effects.

**Transportation/Traffic.** Iteris will utilize the future year traffic forecasts to evaluate the impact of the proposed FGPU on the transportation network’s intersections and roadway segments. For the purposes of this analysis, it is assumed that forecasts will be developed for year 2040. Intersection-level LOS analysis will be prepared for the “No Build” and “Build (proposed General Plan Update)” scenarios in future year 2040, during a.m. and p.m. peak hour conditions. Future year roadway segment analysis for each scenario will be based on daily traffic volumes and capacity. Any locations

forecast to be significantly impacted by additional traffic resulting from the project will be determined. Feasible mitigation measures will be identified in order to reduce impacts to a level considered less than significant.

Iteris will prepare a Traffic Impact Study that will include the existing analysis, traffic modeling, and future year analysis. This will be to be included as an appendix to the EIR document and relevant portions of the study will be modified to become the Transportation/Traffic impact section of the EIR.

The report will include all figures and data collected for use in the analysis. Iteris will prepare transportation metrics resulting from the traffic modeling, data collection, and analysis, for use in the project team's Air and Noise technical studies. This data will include Vehicle Miles Traveled (VMT) by fleet mix and Average Daily Traffic (ADT) by fleet mix for the roadway segments in the study area. The data will be prepared for Existing, Proposed General Plan Update, and Current/Adopted General Plan scenarios.

**Tribal Cultural Resources.** This analysis will identify any potential tribal resources in Thousand Oaks and whether those resources would be impacted as a result Native American Consultation. Rincon will assist the City of Thousand Oaks staff with Native American government-to-government consultation in accordance with Senate Bill (SB) 18 and Assembly Bill (AB) 52. The results of the consultation process will be summarized in the Tribal Resources section of the EIR.

**Utilities and Service Systems.** This section will discuss potential impacts related to water supply and service systems, wastewater conveyance and treatment systems, and solid waste collection and disposal systems. The evaluations of service systems will involve contact with the service providers. Utility demands will be estimated based on standard factors and compared to available system capacities.

**Wildland Fire.** This section will address potential impacts related to wildland fire. State fire hazard maps will be consulted and areas potentially subject to significant wildland fire risk will be identified. As appropriate, measures related to the creation of defensible space will be developed.

**Alternatives Analysis.** As required by CEQA, the EIR will consider alternatives to the General Plan Update. These will likely include alternative land use scenarios that have previously been developed and additional scenarios that are oriented around addressing identified significant impacts of the proposed project. Up to four alternatives, including the "no project" alternative will be studied. These will be developed in coordination with City staff. The alternatives analysis will be less detailed than the project analysis, but will identify the magnitude of each impact and associated mitigation requirements.

**Other CEQA Sections.** The ADPEIR will provide, in addition to the sections discussed above, all other required CEQA sections, including areas of known controversy, growth inducement effects, and significant irreversible impacts.

## Task 7.4: Staff Review/Screen Check Draft Program EIR

Rincon will incorporate City input into the ADPEIR and provide City staff with digital versions of the ADPEIR in both Word and PDF formats. Following staff review of the ADPEIR, Rincon will incorporate appropriate revisions and prepare a Screen Check Draft Program EIR. The Screen Check version will be provided in digital format.

## Task 7.5: Draft Program EIR

Once the City approves the Screen Check Draft Program EIR, Rincon will prepare the Draft Program EIR (DPEIR), the Notice of Completion (NOC) and Notice of Availability (NOA) for public circulation. Rincon will prepare and distribute the required copies of the DPEIR, NOC and NOA to the State Clearinghouse. Rincon will also file the NOA with the County Clerk. City staff will distribute the NOA to responsible agencies, and interested agencies, organizations, and persons. The City will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius label mailing or onsite posting. As required by State law, the DPEIR will require at least a 45- day public review period.

## Task 7.6: Final Program EIR

The Final Program EIR (FPEIR) will be completed after the review period has closed and all comments submitted during that period have been received. The FPEIR will include corrections to the DPEIR (if warranted), comments received, and responses. It will also include a Mitigation Monitoring and Reporting Plan (MMRP). Rincon will prepare a Screen Check Final Program EIR for City staff review and confirmation followed by a FPEIR after incorporating comments from City staff on the Administrative Draft Final Program EIR.

The FPEIR will include the following tasks:

**Responses to Comments.** Within three weeks of receipt of all comment letters on the DPEIR, Rincon will prepare draft response to comments, based on a review of the comment letters received and coordination with City staff and legal counsel to discuss the comments received and proposed responses. This scope of work includes 100 professional staff hours to respond to public comments. Following internal comments on the draft responses, Rincon will prepare the final Responses to Comments/Final PEIR.

**Mitigation Monitoring and Reporting Program.** Concurrent with the Response to Comments, Rincon will prepare the MMRP, which will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

- Persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

The final version of the MMRP will be incorporated as an appendix to the Final Program EIR.

**Findings.** Rincon will prepare CEQA Findings of Fact, Resolutions and a Statement of Overriding Considerations, if required. Rincon will submit drafts of these documents to the City, and will revise the documents following receipt of comments so that they can be incorporated into the Staff Report for the General Plan adoption public hearings.

**Publication of Final PEIR.** Rincon will provide the FPEIR, including responses to comments, MMRP, Findings, and Statement of Overriding Considerations (if required).

**Notice of Determination.** Rincon will assist in the preparation and filing of the Notice of Determination. The City will pay the applicable filing fees. Within one day of FPEIR certification and approval of the General Plan, Rincon will submit the draft Notice of Determination (NOD) to City staff for delivery to the County Clerk and/or State Clearinghouse.

### Task 7 Deliverables

- Notice of Preparation
- Scoping Meeting Materials
- Summary of Scoping Comments
- Administrative Draft Program EIR
- Screencheck Draft Program EIR
- Public Review Draft Program EIR
- Administrative Final Program EIR and MMRP
- Screencheck Final Program EIR and MMRP
- Final Program EIR and MMRP
- Findings, Resolutions, and Statement of Overriding Considerations
- Notice of Determination

## Task 8: General Plan Implementation

### Task 8.1: Zoning Code Consistency Analysis

R+A will evaluate the General Plan and identify how zoning regulations would need to be amended to implement the land use designations, policies, and programs related to zoning and prepare a short report summarizing the findings. The report will identify sections of the current code that should be retained, amended, or discarded and new sections that are needed to implement the General Plan or to improve clarity and user-friendliness. The report will indicate what changes will need to be made to current regulations to implement the General Plan, including base and overlay districts, development standards, use regulations, and administrative procedures.

## **Task 8.2: General Plan On-Going Monitoring and Evaluation Plan**

During the development of the General Plan, R+A will leverage its transdisciplinary expertise to ensure that the planning process incorporates key elements for monitoring and evaluation of the plan once it is completed. To do this, we will ensure that the metrics identified in the existing conditions, for example, set a clear baseline for future comparison and monitoring.

Once the General Plan is completed, R+A will craft an evaluation plan that will support its successful implementation. The Evaluation Plan will help 1) track progress toward achieving the goals outlined in the plan; 2) maintain cross-sector engagement in activities outlined in the plan; and 3) adjust strategies/approaches, as necessary, to achieve the goals.

## **Task 8.3: E-Plan**

Using an outside software and vendor, the R+A team, working closely with staff, will convert the General Plan into a searchable, online e-plan. This will be similar to the e-plan R+A is finalizing for the Hermosa Beach General Plan. R+A will work with staff to develop a “code book” of key terms that can be searched in the e-plan. R+A will then work with the vendor to transform the General Plan into a draft and final e-plan.

### **Task 8 Deliverables**

- Technical Memorandum on Zoning Code Consistency Analysis
- On-going Evaluation Plan
- E-Plan

## **Task 9: Project Management and Team Meetings**

### **Task 9.1: On-going Project Management**

R+A and other team members will coordinate with the City about the project. This will include monthly in-person meetings and “informal” communication via email and phone. This task will also include meetings with individual City Council members, Planning Commissioners or others as needed to advance topics critical for the General Plan.

### **Task 9.2: Team Working Meetings**

At three points in the process, key members of the consultant team will prepare for and attend day-long working meetings to brainstorm and work collaboratively on cross cutting issues and concerns. The proposed timing of these meetings is as follows:

- Existing conditions and key issues – after drafts of the preliminary existing conditions reports are prepared

- Developing land use and transportation alternatives
- Develop goals, policies and actions for the General Plan

### **Task 9.3: Project Administration and Invoicing**

R+A will prepare monthly invoices and progress reports for the project that will summarize the number of hours spent by task and activities by task.

#### **Task 9 Deliverables**

- Monthly invoices
- Monthly meetings/teleconferences
- Three (3) day-long in-person working sessions with key team members
- Regular calls and informal communication

## Meeting Assumptions

The following is a summary for the firms that will be attending each meeting by type. Our scope and budget assume that more than one meeting will occur during single trips to Thousand Oaks. For example, In-Person Staff Meetings will likely occur on days when there are workshops or GPAC Meetings, the focus groups can occur on the same trip and stakeholder interview will occur on a single trip.

Meeting Type	R+A	HR+A	N\N	Iteris	Rincon	VTA	Arellano
Kick-Off Meeting	1	1	1	1	1	1	1
Stakeholder Interviews (15)	15						
Economic Development Focus Groups (2)		2					
General Plan Advisory Committee (12)	12	2	2	2	2	2	12
Community Workshops (4)	4		1			2	4
City Council Study Sessions (3)	3	2	2		2	2	
Focus Groups (6)	6					2	6
Neighborhood Meetings (6)							6
Pop-up workshops (12)	12						
Community Forums (2)	4						
Scoping Meeting (1)					1		
Meeting during DEIR public review period					1		
PC Hearings (up to 2)	2				2	2	
CC Hearings (up to 2)	2				2	2	
Team working meetings (3)	3	3	3	2	3	2	
Coordination with Outside Agencies (10)	6		3		8		

# Scope Assumptions

The following is a list of assumptions for the General Plan update and Program EIR.

- The level of effort for each task is limited to the general number of hours for each task listed in the budget spreadsheet. R+A team members may reallocate hours between tasks if individual tasks are completed in less time than anticipated.
- All data and information provided by the City will be assumed to be correct and up-to-date. The consultant team is not responsible for out-of-date or inaccurate information.
- All studies that the team will prepare are identified in the scope of work. Any studies, tasks, deliverables or reports not specifically identified are assumed to be not included.
- City review time for workshop materials and meeting materials will be approximately one week. City review of major products will be between two and four weeks, depending on the product and other responsible of City staff. All comments will be provided as a single set of non-conflicting and actionable comments.
- City comments on the Administrative Draft General Plan and EIR are provided in one consolidated set of comments and will not require new analysis or technical studies.
- City comments on the Screencheck Draft General Plan and EIR will be focused on typographical errors, formatting, and other minor edits only.
- The City shall provide data in GIS format, including but not limited to: existing land use, existing general plan land use designation, existing zoning districts, county assessor information, number of units per parcel, non-residential square footage per parcel, street centerlines, parks, public facilities, transit routes, pipeline development projects, infrastructure trunk lines and other existing built environment information that may be necessary during the General Plan update process. Additional data layers will be identified during Task 1.2.
- City staff will serve as partners to the consultant team in the update process and will be responsible for, at minimum, the following activities:
  - Writing all staff reports
  - Logistics of all meetings
  - Maintaining stakeholder database
  - Costs of meeting facilities and supplemental costs of meetings and workshops, including but not limited to, food, childcare, high-cost supplies, printing workshop materials
  - Printing copies of documents (the team will provide electronic versions and City staff will be responsible for printing)
  - Assisting with outreach to inform the community about General Plan events. This includes public notices, notices in newspapers, distributing meeting notices in public buildings, mailings, etc.
  - Reviewing the existing General Plan to determine the applicability of each policy
  - Timely response to consultant team questions.
  - Timely review of documents and materials prepared by the consultant team.
  - Participating in the tasks identified in the Implementation task.
  - Leading the effort to track and respond to public comments on the Public Draft General Plan
  - Other tasks as identified during the process.

# City of Thousand Oaks General Plan Update and PEIR Exhibit B: Billing Rates

**Raimi + Associates**

## 2019 Billing Rates

*The following is the Rate Schedule for Raimi + Associates through December 31, 2019.*

### Labor

Principal (Raimi, Malhotra, Dorman, Wells)	\$225/hour
Associate Principal (Yurkovich)	\$210/hour
Senior Associate/Associate (Altshuler, Welch)	\$190/hour
Associate (Sensenig)	\$180/hour
Senior Planner/Designer/Researcher (Reinhalter, Lundin, Guerra, Kruza)	\$160/hour
Intermediate Planner/Designer/Researcher (Miller, Stark, Benitez)	\$140/hour
Planner/Designer/Researcher	\$115/hour
Clerical/Intern (Munson, Intern)	\$85/hour

### Reimbursable Expenses

General Office Expenses	Billed at 3% of labor
Sub-consultant Markup	7%
Travel mileage	\$0.575/mile or current IRS rate
Travel - Airfare, Hotel, Meals	At cost / Per Contract
Printing (in-house)	11x17 Color - \$1.00/ea 8.5x11 Color - \$0.50/ea 11x17 B/W - \$0.20/ea 8.5x11 B/W - \$0.10/ea Binding - \$2.50 per document (8.5x11) or at cost from vendor Large Format Printing/Plotting – at cost from vendor Large volume print jobs (eg, final reports) – at cost from vendor



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**Los Angeles**  
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213.599.7671

**Riverside**  
3600 Lime Street, Suite 216  
Riverside, CA 92501  
951.801.5350



# RINCON CONSULTANTS, INC.

## Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical & Support Personnel*	Hourly Rate
Principal II / Director II	\$235
Principal / Director I	\$215
Senior Supervisor II	\$200
Supervisor I	\$190
Senior Professional II	\$170
Senior Professional I	\$156
Professional IV	\$140
Professional III	\$125
Professional II	\$112
Professional I	\$100
Associate III	\$92
Associate II	\$86
Associate I	\$80
Project Assistant	\$75
Senior GIS Specialist	\$136
GIS/CADD Specialist II	\$120
GIS/CADD Specialist I	\$108
Technical Editor	\$110
Production Specialist	\$86
Clerical	\$75

\*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.36 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.80 (B & W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs	\$10 / disc
Light duty /Passenger Vehicles**	\$85/day
4-WD/Off-Road Vehicles**	\$135/day

\*\* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

### Other Direct Costs

Other direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Other direct costs associated with completing a project that are not included in the hourly billing rates described above may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc.



# RINCON CONSULTANTS, INC.

Equipment	Day Rate
<b>Environmental Site Assessment</b>	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
<b>Natural Resources Field Equipment</b>	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
<b>Water &amp; Marine Resources Equipment</b>	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (26 ft. Radon or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
<b>Insurance, Hazard &amp; Safety Fees</b>	
L & H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25 X hourly
Level C Health and Safety	\$60 person



**NELSON\NYGAARD BILLING RATES**  
 Thousand Oaks General Plan Update

Labor Category	Total Billing Rate
Principal 8	\$320.00
Principal 7	\$300.00
Principal 6	\$270.00
Principal 5	\$250.00
Principal 4	\$225.00
Principal 3	\$210.00
Principal 2	\$195.00
Principal 1	\$180.00
Senior Associate Engineer 2	\$180.00
Senior Associate Engineer 1	\$165.00
Senior Associate 2	\$165.00
Senior Associate 1	\$150.00
Associate Engineer 2	\$145.00
Associate Engineer 1	\$115.00
Associate 2	\$130.00
Associate 1	\$100.00
Intern	\$70.00
Administrative Assistant	\$70.00
GIS Manager	\$150.00
Manager	\$150.00
Assistant Manager	\$140.00
Senior Marketing Coordinator	\$130.00
Senior GIS Analyst	\$130.00
Senior Designer	\$130.00
Marketing Coordinator	\$110.00
GIS Analyst	\$110.00
Designer	\$110.00
Project Accountant	\$110.00
Junior GIS Analyst	\$100.00
Junior Designer	\$100.00

Valid until December 31, 2019



## Standard Fee Schedule

CLASSIFICATION	STANDARD BILLING RATES	
	MIN	MAX
Support Staff	\$70	\$120
Assistant Planner/Engineer	\$100	\$125
Associate Planner/Engineer	\$125	\$135
Planner/Engineer	\$135	\$175
Senior Planner/Engineer	\$175	\$265
Associate Vice President/Principal	\$265	\$300
Vice President	\$300	\$325

*Valid until March 31, 2020*



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**HR&A Advisors, Inc. 2019 Discounted Public-Sector and Non-Profit Hourly Rates**

Hourly rates for HR&A staff are as follows:

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<b>Chair/Vice Chair</b> .....	<b>\$455</b>
<b>Senior Advisors</b> .....	<b>\$375-455</b>
<b>Other Officers/Partners</b> .....	<b>\$375</b>
<b>Principals</b> .....	<b>\$330</b>
<b>Directors</b> .....	<b>\$295</b>
<b>Senior Analysts</b> .....	<b>\$225</b>
<b>Analysts</b> .....	<b>\$175</b>
<b>Research Analysts</b> .....	<b>\$145</b>
<b>Analyst Fellows</b> .....	<b>\$145</b>
<b>Administrative</b> .....	<b>\$105</b>

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\*

Depositions and trial testimony hours are billed at time and one-half.

HR&A bills for customary out-of-pocket expenses (e.g., travel costs, mass reproduction, specialized graphics, long-distance telephone, messenger and overnight delivery) at their direct cost to HR&A without mark-up.



VERONICA TAM AND ASSOCIATES

**Veronica Tam and Associates, Inc.**  
**2019 Rate Schedule**

Veronica Tam, AICP	Principal	\$160/hour
Brandy Adair	Planner/Grants Specialist	\$100/hour
Holli Anderson	Planner	\$90/hour
Mayra Navarro	Planner	\$100/hour
GIS Specialist		\$90/hour

Billing rates will be adjusted annually relative to the CPI.



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arellanoassociates.com

## 2019 Rate Sheet

Staff Classification	Range Per Classification
Principal-in-Charge	\$300.27
Executive Vice President	\$288.26
Senior Project Manager	\$192.17 - \$264.24
Project Manager	\$144.13 - \$192.17
Senior Project Coordinator	\$96.09 - \$156.14
Project Coordinator	\$60.05 - \$108.10
Graphic Designer/E-Media Coordinator	\$60.05 - \$108.10
Assistant Project Coordinator	\$48.04 - \$60.05
Staff Intern	\$36.03 - \$48.04

\* Fully burdened, including overhead and profit.

\*\* Rates effective 01/01/2019 – 12/31/19





# Thousand Oaks General Plan Update

## Exhibit C: Project Schedule

