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

CITY OF OXNARD CALIFORNIA

AMENDED AGENDA
Section F - Item 1 Language Edited
Consent - Item J.7 Attachment Revised
Reports - Item L.1 Updated

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street
November 1, 2022
Appointment Items - 5:30 PM
Regular Meeting - 6:00 PM

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

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 867 9506 3955**
3. **Passcode: 576844**

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

IN ACCORDANCE WITH ASSEMBLY BILL 361 AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THE LEGISLATIVE BODY WILL MEET IN-PERSON AND REMOTELY. TO PARTICIPATE REMOTELY VISIT **WWW.OXNARD.ORG.**

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

   a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
   b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

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

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

A. ROLL CALL, POSTING OF AGENDA
THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and the Community Development Commission Successor Agency.

B. APPOINTMENT ITEMS (5:30 PM)

1. Public Works Department
SUBJECT: Presentation by the County of Ventura on the Santa Clara River (SCR) Levees 1 and 3 Update.
RECOMMENDATION: That the City Council receive a verbal report and presentation from the County of Ventura on the Santa Clara River (SCR) Levees 1 and 3 Update.

(Live presentation by the County of Ventura.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

C. OPENING CEREMONIES (6:00 PM)
Pledge of allegiance to the flag of the United States.

D. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating November 11, 2022 as "Veterans Day" in the City of Oxnard.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not

had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. Public Works Department

SUBJECT: Resolution Ratifying Director Orders. (5 minutes)

RECOMMENDATION: That the City Council adopt a resolution ratifying orders issued by the Director of Emergency Services in response to the previously proclaimed water shortage emergency and mandatory water conservation measures and receive an update on the emergency and measures.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. City Manager Department

SUBJECT: Agreement to Fund Development of Future Ormond Beach Public Access Park. (15 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement No. A-8509 with Ormond Beach Power, LLC (GenOn) establishing a dedicated fund for the development of a future public access park at Ormond Beach if the State extends the operating life of Ormond Beach Generating Station.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/c5C7heDqBv8

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

3. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services.

RECOMMENDATION: That the City Council re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) the current COVID-19 situation, particularly with its variants, is causing, and will continue to cause, imminent risks to the health and safety of persons within the City, including City Council members, City staff, appointed officials, and members of the public; (ii) state and local officials continue to impose or recommend measures to promote social distancing; and (iii) the Governor's COVID-19 State of Emergency is still in effect; and (iv) numerous public agencies throughout Ventura County are still operating in accordance with Assembly 361, for the reasons stated herein.

Legislative Body: City Council
Contact: Stephen Fischer, (805) 385-7483

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

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

H. REVIEW OF INFORMATION/CONSENT AGENDA

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

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the September 20, 2022 and October 4, 2022 regular meetings as presented.
Legislative Body: City Council
Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department
SUBJECT: Additional Budget Appropriation for the Tree Mortality Grant – Round 1.
RECOMMENDATION: That the City Council approve and authorize the recognition of additional grant revenues and a budget appropriation in the amount of $1,181 for additional grant funding received in the State/Local Grant Fund (210) for dead tree removal services.

(This item did not originate in Committee.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Resolution for SMART Grant Program from U.S. Department of Transportation.
RECOMMENDATION: That the City Council adopt a resolution:

1. Authorizing the City Manager to submit a grant application for an amount not to exceed $2,000,000 in Strengthening Mobility and Revolutionizing Transportation grant funds to be used for the City of Oxnard Citywide Mobility and Safety Enhancements Planning Project; and
2. Authorizing the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. Police Department
SUBJECT: Department of Alcoholic Beverage Control Local Enforcement Grant.
RECOMMENDATION: That the City Council adopt a resolution authorizing:

1. The City Manager to apply for $35,000 in grant funds from the Department of Alcoholic Beverage Control to be used for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and six (6) Holiday Enforcement operations.
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award.
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of ABC Grant funds.
4. The Chief of Police or designee to submit all program-related progress or status reports.

(This item did not originate in Committee.)
Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

5. Housing Department
SUBJECT: Ratification of the Fourth Amendment to the Mercy House Shelter Agreement and Approval for Carryover of Measure O Funds for the Mercy House Shelter Operations.
RECOMMENDATION: That the City Council:

1. Ratify the Fourth Amendment to Agreement No. A-8194 with Mercy House, an immediate need amendment, for the provision of shelter and navigation center operations in Fiscal Year 2021-2022; and

2. Authorize the City Manager, or designee, to approve a carryover of Measure O funds in the amount of $641,202.23 (Project M1908 - Homeless Program) from fiscal year 2021-2022 to the 2022-2023 fiscal year for the Homeless Shelter operations.

(This item did not originate in Committee.)
Legislative Body: City Council
Contact: Emilio Ramirez, (805) 385-8094

6. City Manager Department
SUBJECT: Exempt Surplus Land Declaration - Successor Agency Meta Street Parcels.
RECOMMENDATION: That the Oxnard Community Development Commission Successor Agency:

1. Adopt a Resolution titled, “A Resolution Of The Oxnard Community Development Commission Successor Agency Declaring Successor Agency Owned Property, As Described Herein, To Be Exempt Surplus Land Pursuant To Government Code Section 54221(F)(1)(D) and Authorizing The Staff To Take Related Actions”; and
2. Enter into two separate Grant Deeds with the City for the transfer of two parcels from the

Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard (APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar ($1) each.

That the City Council:

1. Enter into two separate Grant Deeds with the Successor Agency for the transfer of two parcels from the Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard (APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar ($1) each.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)
Legislative Body: City Council, Oxnard Community Development Commission Successor Agency
Contact: Ashley Golden, (805) 385-7478

7. City Manager Department
SUBJECT: Professional Services Agreement A-8501 for Whistleblower Hotline Services.
RECOMMENDATION: That the City Council approve and authorize the execution of Agreement No. A-8501 with Syntrio, Inc. in the amount of $30,500.00 for a duration of five years to provide whistleblower hotline services.
Legislative Body: City Council
Contact: Shiri Klima, (805) 385-7487

K. PUBLIC HEARINGS

1. Community Development Department
SUBJECT: Ordinance Regarding Building Regulations. (15 minutes)
RECOMMENDATION: That City Council approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XII, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, California Energy Code, Fire Codes, and Fire Sprinklers.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/UTXsjAnHwVg
Legislative Body: City Council
Contact: Ashley Golden, (805) 385-7478

L. REPORTS

1. City Treasurer
SUBJECT: City Treasurer's Monthly Investment Report for the Period Ending September 30, 2022. (10 minutes)

RECOMMENDATION: That the City Council receive and file the report.

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/57AChjDDsDw
Legislative Body: City Council
Contact: Phillip Molina, (805) 385-7808

2. Finance Department
SUBJECT: Purchase and Financing of Two Fire Engines. (20 Minutes)
RECOMMENDATION: That the City Council:

1. Approve and authorize the execution of a Purchase Order with South Coast Emergency Fire Equipment for the purchase of two fire engines; and

2. Adopt a resolution approving and authorizing the execution of Equipment Schedule No. 26 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $2.1 million to reimburse the City for the purchase of two Fire Engines; authorizing the execution and delivery of other documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

(Presentation will be live upon consultant's request.)
Legislative Body: City Council
Contact: Betsy George, Alexander Hamilton, (805) 200-5400, (805) 385-7700

3. City Attorney Department
SUBJECT: Urgency Ordinance Amending Chapter 22, Article VIII of the Oxnard City Code Regarding Water Waste. (20 minutes)
RECOMMENDATION: That the City Council introduce for first reading by title only and adopt an Urgency Ordinance pursuant to Government Code section 36937(b), amending certain sections of Article VIII of Chapter 22 of the Oxnard City Code and implementing water conservation measures that is entitled:

"AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 22, ARTICLE VIII OF THE OXNARD CITY CODE TO COMPLY WITH AND ENFORCE EMERGENCY DROUGHT-RELATED WATER USE RESTRICTIONS".

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/EN-9Ivc8OIs
Legislative Body: City Council
Contact: Stephen Fischer, (805) 385-7483

4. City Attorney Department

SUBJECT: Ordinance Amending Chapter 22, Article VIII of the Oxnard City Code Regarding Water Waste (Non-Urgency). (20 minutes)
RECOMMENDATION: That the City Council introduce for first reading by title only an Ordinance amending certain sections of Article VIII of Chapter 22 of the Oxnard City Code and implementing water conservation measures that is entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 22, ARTICLE VIII OF THE OXNARD CITY CODE TO COMPLY WITH AND ENFORCE EMERGENCY DROUGHT-RELATED WATER USE RESTRICTIONS".

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/GeD2lAVRq1Y
Legislative Body: City Council
Contact: Stephen Fischer, (805) 385-7483

5. Public Works Department
SUBJECT: Recommended Speed Limits-2022 Engineering and Traffic Survey Results and Amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code. (15 minutes)
RECOMMENDATION: That the City Council:

1. Receive and comment on the 2022 speed limit survey results on 49 streets (175 roadway segments) in the City of Oxnard; and
2. Approve introduction of the 2022 Speed Limit Ordinance for the first reading by title only waiving further reading of the ordinance amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code.

(Public Works and Transportation Committee approved 2-0.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/70iF72z-JL8
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department
SUBJECT: Amendment to Trade Services Agreement A-8171 with Garcia's Landscaping Maintenance Inc. for Landscape and Ballfield Maintenance in Riverpark CFD 5. (20 minutes)
RECOMMENDATION: That the City Council approve and authorize the execution of the First Amendment to Trade Services Agreement No. A-8171 with Garcia's Landscaping Maintenance, Inc. to increase the not to exceed amount from $3,120,435 to $4,300,607 and to extend the term from November 5, 2022 to November 5, 2023 for the performance of Landscape and Ballfield Maintenance in Riverpark CFD 5.

(Public Works and Transportation Committee approved 2-0.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/3MiamqeIdTw

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department
SUBJECT: Update Report by Public Works Department Regarding Traffic Signal Improvement Projects. (15 minutes)
RECOMMENDATION: That the City Council receive and file a verbal report from the Public Works Department regarding traffic signal improvement projects.

(This item did not originate in Committee as it was a request at the September 20, 2022 City Council meeting.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/YCkyLE7pFTU
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department
SUBJECT: Grant Application for the 2022 Urban Community Drought Relief Grant Program. (10 minutes)
RECOMMENDATION: That the City Council adopt a resolution:

1. Authorizing the City Manager to submit a grant application for an amount not to exceed $9,450,000 in 2022 Urban Community Drought Relief Grant Program funds to be used for Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservations and Large-Scale Turf Replacement Projects (matching requirement of up to $2,400,000); and
2. Authorizing the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims; and the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/N_oRNGVZvcs
Legislative Body: City Clerk
Contact: Michael Wolfe, (805) 385-8055

M. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:30 PM)
AGENDA ITEM NO. B.1

DATE: November 1, 2022

TO: City Council

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

SUBJECT: Presentation by the County of Ventura on the Santa Clara River (SCR) Levees 1 and 3 Update.

RECOMMENDATION

That the City Council receive a verbal report and presentation from the County of Ventura on the Santa Clara River (SCR) Levees 1 and 3 Update.

(Live presentation by the County of Ventura.)

BACKGROUND

The Santa Clara River (SCR) levee projects, SCR1 and SCR3, are flood control projects under the jurisdiction of the County of Ventura. Staff from the Ventura County Watershed Protection District is managing the two projects (SCR1/SCR3) and will provide project updates.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact in receiving this verbal report.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michael Wolfe, Public Works Director

ATTACHMENTS

None

CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY
AGENDA ITEM NO. F.2

DATE: November 1, 2022

TO: City Council

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

SUBJECT: Agreement to Fund Development of Future Ormond Beach Public Access Park. (15 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement No. A-8509 with Ormond Beach Power, LLC (GenOn) establishing a dedicated fund for the development of a future public access park at Ormond Beach if the State extends the operating life of Ormond Beach Generating Station.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/c5C7heDqBv8

BACKGROUND

Under the State of California's existing Once-Through-Cooling (OTC) Policy, Ormond Beach Generating Station (OBGS), currently operated by Ormond Beach Power, LLC is operating under an extension mandated by the state for the period 2021-2023. In an agreement for the term of this state mandated extension, the City of Oxnard was successful in getting GenOn to establish a $25M trust fund for the dismantling of the plant post decommission. That fund is held in trust at the Ventura County Community Foundation, and thus far has a $15M balance.

This summer the State passed AB 205, empowering the State Water Resources Control Board ("Water Board") to consider another round of operating extensions for OBGS and other OTC power plants in order to meet California's electricity demands and grid reliability. Another state mandated extension is inevitable.

For its September 30, 2022 meeting, the Statewide Advisory Committee on Cooling Water Intake Structures (SACCWIS) published a report (https://www.waterboards.ca.gov/water_issues/programs/ocean/cwa316/docs/2022/saccwis_report.pdf) with the following recommendation

The Statewide Advisory Committee on Cooling Water Intake Structures (SACCWIS) has prepared this report to the State Water Resources Control Board (State Water Board) to summarize the State of California's current electrical grid reliability needs. This report includes a recommendation from the SACCWIS to the State Water Board to extend compliance dates set forth in the Water Quality Control Policy on the Use of Coastal and Estuarine Waters for Power Plant Cooling, also known as the Once-Through Cooling (OTC) Policy,1 for Alamitos Generating Station (Alamitos) Units 3, 4, and 5; Huntington Beach Generating Station (Huntington Beach) Unit 2; and Ormond Beach Generating Station (Ormond Beach) Units 1 and 2 for three years from December 31, 2023, through December 31, 2026, to support system reliability. (p.5)

While the final decision is yet to be made, the writing is on the wall. Hence, staff has worked with GenOn to fashion a

new funding agreement in the event the State mandates the next operating extension; this one to develop a future public access beach park, post demolition of the power plant.

Proposed Agreement Terms

The City and GenOn representatives have negotiated an agreement to establish a dedicated fund for the development of a public access park that will provide genuine coastal access for Oxnard residents at Ormond Beach. The Fund shall be between $5M and $10M, depending on the number of years the extension is mandated. During the term of the agreement, GenOn would make monthly deposits to the City, and we would restrict those funds for the stated purpose of the agreement. This agreement is triggered if and when the state mandates the operating extension of the Ormond Beach Power Plant. If this occurs, as we expect it will, staff will return to City Council with a Resolution restricting this fund for its intended purpose.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact with this item.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney, Alexander Nguyen, City Manager

ATTACHMENTS

1. GenOn-Ormond Beach Coastal Access Park Agreement (A-8509)
2. GenOn Fund II 11-01-2022

Agreement to Fund Development of Ormond Beach Public Access Park

This Agreement to Fund the Development of Ormond Beach Public Access Park ("Agreement") is made and entered into as of _____, 2022 by and between Ormond Beach Power, LLC ("GenOn"), a Delaware general partnership, and the City of Oxnard (the "City," and each of GenOn and the City individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, GenOn owns and operates the Ormond Beach Generating Station ("Ormond Beach"), a natural gas fired power plant that utilizes once-through cooling ("OTC") located within the City;

WHEREAS, the California State Water Resources Control Board ("Water Board") has adopted a policy referred to as the Once-Through Cooling Policy ("OTC Policy"), which implements the State of California's obligation to meet, in part, Section 316(b) of the federal Clean Water Act;

WHEREAS, on January 21, 2020, the City and GenOn entered into the Agreement for Demolition and Remediation of Ormond Beach ("2020 Agreement"), to establish a timetable and funding commitment for the orderly retirement of Ormond Beach Generating Station, remediation of the related property owned by GenOn (the "Ormond Beach Site") and a framework for cooperation and advocacy within existing and future regulatory proceedings to secure market based contracts and OTC extensions for Ormond Beach through December 31, 2023 and to fund the costs of site demolition and remediation as set forth therein;

WHEREAS, the date by which Ormond Beach is scheduled to cease operations pursuant to the OTC Policy compliance schedule is currently December 31, 2023;

WHEREAS, pursuant to the 2020 Agreement, the Parties are currently developing a plan for the ownership and use of the Ormond Beach Site after retirement and demolition of Ormond Beach, including potential use of a portion of the Ormond Beach Site for development of a battery storage facility ("Post-Demo Plan");

WHEREAS, on June 30, 2022, Assembly Bill 205 was approved by California Governor Gavin Newsom and took immediate effect, thereby authorizing the Department of Water Resources ("DWR") and California Energy Commission ("CEC") to take certain steps to extend the operating life of existing generating facilities planned for retirement, such as Ormond Beach, and creating one or more new state funds to provide funding for such extensions; and

WHEREAS, in exchange for the City's cooperation in securing the regulatory approvals needed to extend the operating life of Ormond Beach, as contemplated in Assembly Bill 205, the City and GenOn wish to provide additional funding to enhance the City's plans for public access to coastal resources near the Ormond Beach Site, as set forth in this Agreement, in the event that Ormond Beach continues to operate beyond December 31, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, GenOn and the City agree to the following terms and conditions.

Agreement to Fund Development of Ormond Beach Public Access Park

AGREEMENT

1. Ormond Beach Public Access Park.

a. Ormond Beach Public Access Park Planning. The City shall develop a plan for a coastal public access park near Ormond Beach ("Park") to facilitate access to coastal resources near the Ormond Beach Site ("Park Plan"). The Park Plan shall include a cost estimate, development timeline and proposed locations for the Park. The Park Plan shall be prepared by an engineering or other qualified firm with expertise in development of public parks or other public works projects and shall be completed and provided to GenOn no later than December 31, 2023. GenOn shall have a reasonable opportunity to provide comments on the Park Plan, and the City shall consider any such comments by GenOn in good faith.

b. Ormond Beach Public Access Park Funding. GenOn shall contribute funds for the development of the Park (the "Park Development Contribution") pursuant to the funding schedule in Section 2 below. The Park Development Contributions shall be maintained in a fund established pursuant to Section 1.c below. The Parties agree that the amount of GenOn's Park Development Contribution shall correspond to the period by which operation of Ormond Beach is extended beyond calendar year 2023, as set forth in Section 2 of this Agreement.

c. Ormond Beach Park Fund. The City shall establish a fund into which GenOn's Park Development Contributions shall be recorded (the "Park Fund"). The Park Fund shall be funded by GenOn pursuant to the funding schedule in Section 2 below and by any third parties from which funding is obtained pursuant to Section 1.d below. The funds in the Park Fund shall be used solely and exclusively to pay the costs of planning, land acquisition, and construction of the Park ("Park Development") in accordance with the Park Plan, or any amendment thereto, and any excess funds, once the Park Development work has been completed, shall be returned to GenOn and any third parties who contributed funds to the Park Fund in proportion to their respective contributions. All Park Development Contributions by GenOn shall be made in immediately available funds.

d. Third Party Commitments. GenOn and the City shall work together in good faith to obtain any available public or private funding or other third-party commitments to contribute to the Park Fund to support the Park Development.

2. Park Development Contribution Schedule.

a. If Ormond Beach is the subject of a resource adequacy contract ("RA Contract") or other market-based contract to operate after December 31, 2023, then GenOn shall make Park Development Contributions to the Park Fund as set forth in either, but not both, subsection (i) or subsection (ii):

i. If the RA Contract or other market-based contract permits or requires operations for all or any portion of calendar years 2024 and/or 2025, but not calendar year 2026, then GenOn shall make Park Development Contributions to the Park Fund totaling $5,000,000 in equal monthly installments starting with the first month in which GenOn receives revenue for operating after December 31, 2023 ("Post-

2023 Operating Revenue") and continuing through the end of the term of the RA Contract or other market-based contract.

ii. If the RA Contract or other market-based contract permits or requires operations for all of calendar years 2024, 2025 and 2026, GenOn shall make Park Development Contributions to the Park Fund totaling $10,000,000 in equal monthly installments starting with the first month in which GenOn receives Post-2023 Operating Revenue and continuing through the end of the term of the RA Contract, or other market-based contract, or December 31, 2026 (whichever is earlier).

b. For a given month in which GenOn receives Post-2023 Operating Revenue, GenOn shall make its Park Development Contribution to the Park Fund pursuant to Sections 2.a.i or 2.a.ii of this Agreement within thirty (30) calendar days of the end of that month.

c. If the cost estimate for the Park Development included in the Park Plan proposed by the City pursuant to Section 1.a is in an amount less than GenOn's total payment obligation under section 2.a.i or 2.a.ii (whichever is applicable), then GenOn's total payment obligation shall be reduced by an amount equal to the difference between GenOn's total payment obligation and the cost estimate.

d. For the avoidance of doubt, the Parties agree that the meaning of RA Contract(s) or other market-based contract(s) in this Agreement excludes any use of the Reliability Must Run ("RMR") or cost-based contract with respect to Ormond Beach.

e. If GenOn operates either of the Ormond Beach generating units after December 31, 2023 as contemplated by this Agreement, then the applicable Site Plan completion date in Sections 3.a through 3.c of the 2020 Agreement shall be extended by an amount of time equal to the period during which either of the Ormond Beach generating units operates.

3. Park Development.

a. The City may use any and all funds contributed to the Park Fund, whether contributed by GenOn pursuant to Section 2 or a third party pursuant to Section 1.d, to fund Park Development.

b. If the costs of Park Development exceed the total funds contributed to the Park Fund pursuant to Section 1.d and Section 2 of this Agreement, GenOn shall not be responsible for funding the remaining costs of Park Development.

4. Future Use and Ownership of the Park.

a. GenOn and the City shall work together on the Post-Demo Plan, including plans for ownership and use of the Ormond Beach Site and any use of the Ormond Beach Site for the Ormond Beach Public Access Park after the Site Plan work has been completed. The parties will work in good faith to advance and incorporate the Ormond Beach Public Access Park in the Post Demo Plan. The Ormond Beach Public Access Park will be developed for public use. GenOn will have no ownership interest in the Ormond Beach Public Access Park.

b. Notwithstanding what is stated in any part of the Agreement, the City retains full discretion acting in its governmental capacity pursuant to its police powers to review any application submitted by GenOn or any other person in connection with the Park Development, the Post-Demo Plan, or any other future development at or near the Ormond Beach Site (collectively, the "Project") and approve, condition, or deny any elements of the Project pursuant to the City's standard development review process, City Code, and applicable federal, state and local law, including *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116 and related jurisprudence. Consistent with *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, there is no guarantee or presumption that any of permits required for the development of the Project will be issued by City or by any other appropriate government agencies. The Parties acknowledge and agree that the decisions of the City, in its regulatory capacity, regarding approval of any and all permits for the Project shall be conditioned upon the City making all the necessary findings and determinations required by CEQA, in accordance with in *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116 and related jurisprudence, or otherwise required by applicable federal, state or local law.

c. If the Park Development cannot be completed because the City or another public agency does not issue any permit or other approval required for completion of the Park Development, then the City may amend the Park Plan, including the location of the proposed Park, to attempt to obtain any required permit or other approval or to mitigate or eliminate potential environmental impacts, and the funds in the Park Fund may be used to fund Park Development under such an amended Park Plan, as set forth in Sections 1 through 3 of this Agreement.

5. Agreed Regulatory Objectives.

a. The City and GenOn agree on the following regulatory objectives (the "Joint Regulatory Objectives"):

i. Government regulatory bodies with jurisdiction over Ormond Beach should authorize operation of Ormond Beach by GenOn after December 31, 2023, including without limitation the following (to the extent applicable):

A. Extension of Ormond Beach's OTC Policy compliance deadline by the State Water Resources Control Board;
B. Issuance of a new or amended National Pollutant Discharge Elimination System (NPDES) permit by the Los Angeles Regional Water Quality Control Board to GenOn, if needed for continued operation of Ormond Beach after December 31, 2023;
C. Issuance of a new or amended Title V air permit by the Ventura County Air Pollution Control District, if needed for continued operation of Ormond Beach after December 31, 2023;
D. Entry by the Department of Water Resources into an agreement or agreements under AB 205 with GenOn for operation of Ormond Beach after December 31, 2023; and
E. Certification of such agreement(s) between DWR and GenOn, as described in Sub-section 5.a.i.D, by the California Energy Commission under AB 205.

ii. To the extent Ormond Beach is required to be available to support system or local grid reliability, the Parties agree and will so advocate that RA Contract or other market-based contract is the best way for the City and GenOn to secure the joint objectives of this Agreement.

6. City of Oxnard's Commitments.

a. In consideration for the commitments of GenOn in this Agreement, including the provision of benefits to the Oxnard community by funding of the Ormond Beach Public Access Park as described in this Agreement, the City shall:

i. Support GenOn in entering into an agreement or agreements with government regulatory bodies for GenOn to operate Ormond Beach after December 31, 2023;

ii. Support the Joint Regulatory Objectives in State Water Resources Control Board, Statewide Advisory Committee on Cooling Water Intake Structures, Department of Water Resources, California Energy Commission, Los Angeles Regional Water Quality Control Board, or other agency proceedings relating to operation of Ormond Beach after December 31, 2023;

iii. Work to secure support for the objectives contemplated by this Agreement from Oxnard residents and community organizations, public interest organizations, as well as state and local regulators and legislators; and

iv. As set forth in Section 1.d, work together in good faith with GenOn to obtain any available public or private funding or other third-party commitments to contribute to the Park Fund.

7. Standard Terms and Conditions.

a. Nothing in this Agreement shall relieve GenOn of any of its obligations under any federal, state or local statute, ordinance, code, policy, rule, regulation, order, consent decree, judgment or common law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to: (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees, to hazardous substances or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal, including the National Environmental Policy Act (42 U.S.C. §4321 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984, the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Water Act (33 U.S.C. §1321 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Safe Drinking

Water Act (42 U.S.C. §3808 et seq.), and the provisions of any other federal, state or local law, statute, ordinance, or regulation now in effect or hereafter enacted or promulgated which pertains to health, industrial hygiene, or the regulation, protection or remediation of the environment, including, without limitation, ambient air, soil, groundwater, surface water, and/or land use.

b. Breach; Remedies. The Parties acknowledge that if this Agreement is breached by one Party, the other Party could be irreparably harmed and could not be made whole by monetary damages. Accordingly, each Party, in addition to any other remedy to which that Party may be entitled to by law or in equity, shall be entitled to seek an injunction or similar remedy to prevent a breach or threatened breach of this Agreement by the other Party and an order or injunction compelling specific performance by the other Party of its obligations under this Agreement. In no instance, however, shall the Parties be entitled to monetary damages.

c. Interpretation; Severability. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. As used in this Agreement, words in the singular include the plural and words in the plural include the singular, unless otherwise defined. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it was or may have been prepared by counsel for one of the Parties hereto, it being recognized that both GenOn and City have contributed substantially and materially to the preparation of this Agreement. It is agreed that neither the act of entering into this Agreement nor any contribution to the Account nor any action taken under this Agreement shall be deemed to constitute an admission of any liability or fault on the part of GenOn or the City with respect to the Park, Park Development, or otherwise, nor does it constitute a commitment or agreement, either express or implied, by any or all parties to undertake any further activities outside the scope of this Agreement. If one or more of the provisions of this Agreement or the application thereof shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

d. Assignment; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and any successors and assigns of GenOn. In no event shall the respective rights and obligations of City under this Agreement be assignable to any third party. The respective rights and obligations of GenOn under this Agreement shall not be assignable without the prior written consent of City, not to be unreasonably withheld, provided that such consent may only be withheld by City on the grounds that the assignee has not assumed all of GenOn's rights and obligations under this Agreement. Upon a valid assignment of this Agreement by GenOn pursuant to this Section, GenOn will have no further obligations under this Agreement and the City agrees that it will thereafter only look to GenOn's assignee for performance of GenOn's obligations hereunder.

e. Governing Law; Venue; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any otherwise applicable principles of conflicts of laws. To the extent permitted by applicable law, each

Party to this Agreement hereby consents to the exclusive jurisdiction of the state courts of California located in Ventura County or the United States Federal District Court with jurisdiction in Ventura County, waives any objections to such venue, waives personal service of any and all process upon it, consents to service of process by registered mail directed to it at the address stated in Section 7.f of this Agreement, and acknowledges that service so made shall be deemed to be completed upon actual delivery thereof (whether accepted or refused). TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO.

f. Notice. Any request, consent, notice or other communication to be delivered to a Party hereunder shall be deemed delivered and received when made in writing and transmitted to the applicable Party either by receipted courier service, or by the United States Postal Service, first class registered or certified mail, postage prepaid, return receipt requested, or by email, at the address or addresses indicated for such Party below:

If to GenOn:

1360 Post Oak Blvd. Suite 2000
Houston, TX 77056
Attn: _____, General Counsel
Phone: (xxx) xxx-xxxx
E-mail: _____@Genon.com

If to the City:

305 W. Third Street Suite 100E
Oxnard, CA 93030
Attention: Stephen Fischer, City Attorney
Phone: (805) 385-7483
Email: Stephen.Fischer@Oxnard.org

g. Authorization. Any person executing this Agreement on behalf of a Party hereto warrants and represents that he or she has the authority to do so on behalf of the respective Party and has the authority to bind that Party to the performance of its obligations hereunder.

h. Entire Agreement; Amendment. This Agreement, separate and apart from the 2020 Agreement, constitutes the entire agreement between the Parties hereto, and supersedes all previous promises, proposals, representations, understandings and negotiations, whether written or oral, between the Parties, with respect to the Park Development. No modification, amendment or supplement to this Agreement shall be binding on the Parties unless written and signed by both Parties' duly authorized representative.

i. No Third Party Beneficiaries. This Agreement is solely for the benefit of GenOn, its successors and assigns with respect to the obligations of City under this Agreement, and for the benefit of City with respect to the obligations of GenOn, its successors and assigns under this Agreement. This Agreement shall not be deemed to confer upon or give to any other party any remedy, claim, liability, reimbursement, cause of action, or other right.

j. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature for each Party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Hand signatures transmitted by electronic mail are also permitted as binding signatures to this Agreement and shall be deemed to constitute original signatures.

k. Termination. Following completion of the Park Development, this Agreement shall terminate 60 calendar days after written notice from City to GenOn, provided in accordance with Section 7.f, that all contemplated Park Development work is complete.

Signed and agreed to on this ____ day of _____, 2022, by

ORMOND BEACH POWER, LLC	THE CITY OF OXNARD, CALIFORNIA
_____	_____
Signature	Signature
_____	_____
[Name and Title]	[Name and Title]

NAI-1533709459v1

Agreement to Fund Development of Future Ormond Beach Public Access Park

City Council
November 01, 2022

Alexander Nguyen, City Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement No. A-8509 with Ormond Beach Power, LLC (GenOn) establishing a dedicated fund for the development of a future public access park at Ormond Beach if the State extends the operating life of Ormond Beach Generating Station.

BACKGROUND

- The power plant is operating under an extension mandated by the state for the period 2021-2023.

- In an agreement for the term of this state-mandated extension, the City of Oxnard was successful in getting GenOn to establish a $25M trust fund for the dismantling of the plant post decommission. That fund is held in trust at the Ventura County Community Foundation, and thus far has a $15M balance.

DISCUSSION

- This summer the state passed AB 205, empowering the State Water Resources Control Board ("Water Board") to consider another round of operating extensions for OBGS and other OTC power plants in order to meet California's electricity demands and grid reliability. Another state mandated extension is inevitable.

- For its September 30, 2022 meeting, the Statewide Advisory Committee on Cooling Water Intake Structures (SACCWIS) published a report recommending extensions.

(https://www.waterboards.ca.gov/water_issues/programs/ocean/cwa316/docs/2022/saccwis_report.pdf)

DISCUSSION

- We have negotiated an agreement to establish a dedicated fund for the development of a public access park that will provide genuine coastal access for Oxnard residents at Ormond Beach.
- Between $5M and $10M, depending on the number of years the extension is mandated.
- During the term of the agreement, GenOn would make monthly deposits to the City, and we would restrict those funds for the stated purpose of the agreement.
- This agreement is triggered if and when the state mandates the operating extension of the Ormond Beach Power Plant. If this occurs, as we expect it will, staff will return to City Council with a Resolution restricting this fund for its intended purpose.

Questions

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.1

DATE: November 1, 2022

TO: City Council

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the September 20, 2022 and October 4, 2022 regular meetings as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS
1. MINUTES 09 20 2022 CC Regular Meeting
2. MINUTES 10 04 2022 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
September 20, 2022

A. ROLL CALL, POSTING OF AGENDA

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

Councilmember Gabriela Basua was absent.

Councilmember Gabe Teran left the meeting at 5:35 p.m., and rejoined the meeting at 6:52 p.m.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen M. Fischer, City Attorney; Jennie Kelly, Assistant City Attorney; Michelle (Elle) McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Joseph Marcinko, Assistant Public Works Director; Tatiana B. Arnaout, P.E., City Engineer; Omar Castro, Water Division Manager; Abraham Maldonado, Water Resources Manager; Megan Schneider, Public Works Water Conservation/Outreach Supervisor; Jeff Pengilley, Community Development Assistant Director; Mike More, Human Resources Risk Manager and Rose Chaparro, City Clerk.

Staff member Shiri Klima, Deputy City Manager; Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: Starr v. City of Oxnard
   Ventura County Superior Court, Case No. 56-2017-00494475-CU-WM-VTA
   Legislative Body: City Council

2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
   Agency designated representatives: Alex Nguyen, City Manager and Steve Naveau, Director of Human Resources
   Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Public Safety Managers Association (OPSMA)
   Legislative Body: City Council

3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: Pedroso v. City of Oxnard

DRAFT

Ventura County Superior Court, Case No. 56-2020-00542336-CU-WT-VTA
Legislative Body: City Council

At 4:33 p.m., the City Council recessed to a closed session. At 5:40 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that items C.1, C.2, and C.3 were reviewed and that there were no reportable actions out of closed session.

D. APPOINTMENT ITEMS (5:00 PM)

1. City Manager Department
SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report. (15/10/5)
RECOMMENDATION: That the City Council receive the OCVB FY 21-22 Annual Report.

(Live presentation by Oxnard Convention & Visitors Bureau President & CEO, Julie Mino.)

Julie Mino Buffo, President & CEO and Brittney Hendricks, Vice President of Marketing & Communications with Visit Oxnard presented to Council their annual report. They provided an overview of the operations, accomplishments over the past year, activities included in their program, as well as the different ways in which they market and promote the City of Oxnard. They answered Council's questions.

2. Public Works Department
SUBJECT: Presentation by City Staff on Drought Response Actions and Current Drought Conditions. (10/10/10)
RECOMMENDATION: That the City Council receive a verbal report by City staff on the Water Conservation Update Report.

Michael Wolfe, Public Works Director provided Council a report on the drought response activities being implemented by staff, an update on the current drought conditions, and the water conservation efforts being implemented by the City. Public comments were received from Patricia Brown. Report was received and filed, no official action was required.

E. OPENING CEREMONIES (6:00 PM)
The flag salute was followed by a moment of silence.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating September 15 through October 15, 2022 as "Hispanic Heritage Month."

Mayor Zaragoza read the resolution and presented it to Javier Gomez, Artistic Director and Founder of Inlakech Cultural Arts Center and thanked him for his service to the community by creating, promoting, instructing and supervising the educational cultural arts program, as a cultural arts educator with a focus on diversity and inclusion initiatives. Director Gomez made a few remarks.

2. SUBJECT: Presentation of a Proclamation Designating the Month of October 2022 as " Multicultural Month" in the City of Oxnard.

Mayor Zaragoza read the proclamation and presented it to Chair Adam Lopez for the City of Oxnard's Community Relations Commission (CRC). He was recognized and commended for his contributions, outstanding accomplishments, and dedication to the community.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Dolores Lopez (VCTC Free Fare Program - Youth Ride Free), Patricia Brown (Drought, Sound System and Air Conditioning), Veronica Rivera (Food Trucks), Chris Hernandez (Unlicensed Street Vendors), Veronica Rivera (La Bonita Tacos – Street Vendors), and Jessica Ochoa (Street Vendors – Taco Trucks).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. Public Works Department

SUBJECT: Reconsideration of Local Emergency and Ratification of Director Orders Regarding the Water Shortage Emergency and Mandatory Water Conservation Measures.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution #15,631** confirming the need to continue the local emergency declared on May 17, 2022, due to drought conditions and lack of adequate water supply; and

2. Adopt **Resolution #15,632** ratifying DES Order No. 22-04 of the Director of Emergency Services modifying mandatory water conservation measures required during the local emergency.

It was moved by Mayor Zaragoza, seconded by Mayor Pro Tem MacDonald, to approve the recommended action as presented. VOTE: Lopez, MacDonald, Madrigal, Perello, and Zaragoza voted in favor; motion passed 4-0. Councilmember Basua was absent and Councilmember Teran was absent during this vote.

I. CITY COUNCIL REPORTS

Councilmember Perello spoke about food vendors and the presentation made by the County of Ventura Health Division. He attended the Seaview Neighborhood Council and the Harbor Neighborhood Council meetings. He asked staff to address the public restrooms located at the South West Park which are highly used by the public. He also made some comments regarding political sign locations.

Councilmember Madrigal also asked staff to address the public restrooms located at Colonia Park which are also highly used by the public. He attended the Colonia Neighborhood Council meeting and reported that it was well attended and that it was good to see the residents attend and participate. He also attended the Back to School Night at Fremont School. He reminded the public to be safe when riding bicycles and crossing the streets.

Mayor Pro Tem MacDonald announced that VCTC started a new program for students to ride the bus free of charge with proper identification. He also encouraged residents to take the Amtrak Pacific Surfliner train to San Diego instead of driving and to utilize public transportation whenever possible.

Councilmember Lopez attended the Blackstock Neighborhood Council meeting. She visited the Halaco Engineering Company Superfund Site in South Oxnard. She attended the 2022 League of Cities Annual Conference and represented the City.

Councilmember Teran thanked the County of Ventura for the event held in memory of Supervisor Carmen Ramirez. The event was well attended by members of the County of Ventura and residents from the City of Oxnard. He attended the Wagon Wheel Neighborhood Council and the Riverpark Neighborhood Council meetings. He reminded the public that September is Suicide Prevention Month. He announced the upcoming meeting regarding the South Oxnard Aquatic Center. He asked staff to review the list for the signal light upgrades and asked if the lights at the intersection of Doris and Ventura Road qualify for this upgrade.

Mayor Zaragoza reported attending a meeting with the County of Ventura to review proposals for the Fisherman's Wharf. Councilmember Perello, City Manager and City Attorney attended as well. He attended the "El Grito" celebration at Plaza Park. He also attended a presentation regarding pedestrian safety with Councilmember Lopez, Councilmember Perello, the Public Works Director, and the City Manager.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L-6 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Amanda Meere (L.6).

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the July 5, 2022 and July 19, 2022 regular meetings as presented.

2. Public Works Department

SUBJECT: Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency and Non-Emergency Maintenance Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement 9315-21-PW with Econolite Systems Incorporated to increase the not to exceed amount from $200,000 to $300,000 for traffic signal preventive, emergency and non-emergency maintenance services.

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

3. Public Works Department

SUBJECT: Agreement A-8484 with Weck Laboratories, Inc. for Contract Laboratory Chemical Testing Services.

RECOMMENDATION: That the City Council approve and authorize the:

1. Mayor to execute Agreement A-8484 with Weck Laboratories, Inc. for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three years, and for a total contract not-to-exceed amount over the entire possible contract term of $1,700,000 for laboratory chemical testing services; and

2. Purchasing Agent to execute amendments to extend the term of Agreement A-8484 up to a maximum term of three years.

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

4. Public Works Department
SUBJECT: City of Oxnard Water Division 2019-2021 Public Health Goals Report.
RECOMMENDATION: That the City Council receive and file the 2019-2021 Public Health Goals Report.

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

5. Fire Department
SUBJECT: Adoption **Resolution #15,633** Approving the 2022 Update of the Ventura County Multi-Jurisdictional Hazard Mitigation Plan.
RECOMMENDATION: That the City Council adopt **Resolution #15,633** approving the 2022 update of the Ventura County Multi-Jurisdictional Hazard Mitigation Plan.

6. City Manager Department
SUBJECT: Activation of the Wagon Wheel Neighborhood Council.
RECOMMENDATION: That the City Council certifies that the Wagon Wheel Neighborhood has completed the action necessary to participate in the Neighborhood Council Program.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem MacDonald, to approve the Information/Consent items as presented. VOTE: Lopez, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

M. REPORTS

1. Community Development Department
SUBJECT: Proposed City-wide Residential Curb Cut Program to enhance the parking availability in residential areas by allowing curb cuts while minimizing impacts to existing on-street parking inventories. (0/15/15)
RECOMMENDATION: That the City Council adopt **Resolution #15,634** titled: "A Resolution of the City Council of the City of Oxnard Adopting a City-Wide Residential Curb Cut Program."

Jeff Pengilley, Community Development Assistant Director, presented and answered questions. Michael Wolfe, Public Works Director was also available to answer questions. Public comments were received from Patricia Brown. Written comments were received and provided to Council. Discussion ensued among the Council and staff.

It was moved by Councilmember Teran, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Lopez, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

2. Public Works Department

SUBJECT: Agreement A-8492 with Toro Enterprises, Inc. for Lift Station Improvements Project (Stations 1, 2, and 30), Specification No. PW 21-89. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the following for a total of $3,586,800 in Project funds for the Lift Station Improvements Project (Stations 1, 2, and 30), Specification No. PW 21-89 (Project No. 226601):

1. The Mayor to execute Agreement A-8492 with Toro Enterprises, Inc. in the amount of $2,989,000 for the Project;

2. A Project contingency amount of $298,900;

3. A Project allocation amount of $298,900 for engineering, inspection, survey and project management; and

4. Authorize the City Manager or designee to approve a budget appropriation in the amount of $2,686,800 from the available Wastewater Operations Fund Balance for the use of this Project.

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

Tatiana B. Arnaout, P.E., City Engineer, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Lopez, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:59 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
October 4, 2022

A. ROLL CALL, POSTING OF AGENDA

At 5:05 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen M. Fischer, City Attorney; Alexander Hamilton, Fire Chief; Joseph Marcinko, Assistant Public Works Director; Emilio Ramirez, Housing Director; Kathleen Mallory, Planning and Sustainability Manager; Samantha Shapiro, Project Manager and Dee Lai, Assistant City Clerk.

Staff members Michael Wolfe, Public Works Director and Jason Benites, Police Chief participated via videoconference.

Heather Davis, Rincon Consultant and Amy Sinsheimer, Placeworks Consultant also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. APPOINTMENT ITEMS (5:00 PM)

1. City Manager Department
SUBJECT: Gold Coast Transit District Annual Report and Public Transit Update.
RECOMMENDATION: That the City Council receive a verbal report and presentation from Vanessa Rauschenberger, General Manager, Gold Coast Transit District.

Vanessa Rauschenberger, Gold Coast Transit District General Manager made a presentation to Council about the Gold Coast Transit District services available to the community. She reviewed the annual report and provided a public transit update. She announced the Ventura County Clean Air Summit and Expo on Wednesday, October 12, 2022. Public comments were received from William Kwon and Pat Brown. The report was received and filed, no formal action was required.

C. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

D. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2022 as "Domestic Violence Awareness Month."

Mayor Zaragoza read the proclamation and presented it to Police Department Sergeant Scott Aaron who thanked the Police Department team, the community, and the partner organizations which provide family services, resources, and support to the victims. Chief Benites also made some remarks and announced that

DRAFT

the Police Station will be lit-up in purple this month in support of domestic violence victims.

2. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2022 as "Breast Cancer Awareness Month."

Mayor Zaragoza read the proclamation and presented it to Fire Chief Alexander Hamilton who stressed the importance of early detection and treatment for breast cancer.

3. SUBJECT: Presentation of a Proclamation Designating the Week of October 9 - 15, 2022 as "Fire Prevention Week."

Mayor Zaragoza read the proclamation and presented it to Fire Chief Alexander Hamilton who made remarks about smoke alarms. Chief Hamilton announced upcoming events at local mobile home parks. He encouraged the residents to contact the Fire Department if you need a smoke detector or a carbon monoxide detector alarms for your home. He thanked Council for their support.

4. SUBJECT: Presentation of a Proclamation Designating October 10, 2022 as "Indigenous People's Day."

Mayor Zaragoza read the proclamation and presented it to Chumash ancestors Alikoi Parra and Marianne Parra. Marianne Parra introduced her aunt Melissa Parra-Hernandez and her grandmother Annie Sandoval, a Chumash Plant Medicine woman which continue their legacy and thanked them for their hard work. Marianne thanked Council for the recognition of their people, the original stewards of this land.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Francine Castanon (Aquatic Center) and Ronald Arruejo (General Election Candidate's forum on October 12, 2022).

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. Public Works Department
SUBJECT: Ratification of Director Orders regarding the water shortage emergency and mandatory water conservation measures.
RECOMMENDATION: That the City Council adopt a resolution ratifying orders issued by the Director in response to the previously proclaimed water shortage emergency and mandatory water conservation measures.

There were no orders to ratify the Director Orders; no formal action was taken on this item.

2. City Manager Department
SUBJECT: COVID-19 Update from Director of Emergency Services.
RECOMMENDATION: That the City Council re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) the current COVID-19 situation, particularly with its variants, is causing,

and will continue to cause, imminent risks to the health and safety of persons within the City, including City Council members, City staff, appointed officials, and members of the public; (ii) state and local officials continue to impose or recommend measures to promote social distancing; and (iii) the Governor's COVID-19 State of Emergency is still in effect; and (iv) numerous public agencies throughout Ventura County are still operating in accordance with Assembly 361, for the reasons stated herein.

No public comments were received. Stephen Fischer, City Attorney provided a brief summary regarding the vacancy for District 6.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

G. CITY COUNCIL REPORTS

All the Councilmembers congratulated Vianey Lopez on her appointment to County Supervisor.

Mayor Pro Tem MacDonald will be attending the Gold Coast Transit District meeting on Wednesday, October 5, 2022. He will also attend the Ventura County Transportation Commission meeting on Friday, October 7, 2022.

Councilmember Basua commended staff for the extensive outreach done in the community for the Aquatic Center and asked that staff provide a report of the outreach done. She stated that the aquatic center will be something great for the City of Oxnard for many years.

Councilmember Madrigal announced that he attended community events in his district over the last couple of months. He also attended the Multicultural Festival on October 1, 2022. He announced the clean-up event at Colonia Park will be on Saturday, October 8, 2022 and encouraged the community to come out and participate. He also wished a happy birthday to his grandmother who is 86 years old.

Councilmember Teran announced that he attended the Wagon Wheel Neighborhood Council, the Sierra Linda Neighborhood Council, and the Riverpark Neighborhood meetings. He thanked the City Manager and Cultural Community Service Director for also attending the meetings. He congratulated Clay Downing, the former Chair of the Riverpark Neighborhood Council who has accepted a new position and will be relocating to another state. He also attended the Multicultural Festival. He thanked staff and community members with booths for their hard work and efforts to organize this event.

Councilmember Perello announced that he attended the Police Department graduation ceremony and stated that it was a very impressive event. He also attended the Multicultural Festival. He thanked the Legal Women Voters Forum and participated in the event as well. He also thanked the indigenous people that made the presentation during the meeting.

Mayor Zaragoza commented that he was interviewed by Channel 9 News about the City of Oxnard being named the fourth most neighborly city in the United States. He thanked Adam Lopez, Chair of the Cultural Recreation Committee, Martha Guillen, Luly Lopez, Samantha Shapiro, and Dania Aguilar for their hard work in organizing a very successful Multicultural event at Plaza Park. He and City Manager Nguyen attended the Carriage Square Neighborhood Council meeting which was well attended.

1. City Manager Department

SUBJECT: Appointment of Member to Serve on the City's Parks, Recreation and Community Services Commission.

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Ismael Paredes Ulloa to the City's Parks, Recreation and Community Services Commission representing District 3.

Mayor Zaragoza and City Manager Nguyen introduced and presented the item. No public comments were received.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1 through J-5 were discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Patricia Brown (J-2).

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the July 28, 2022 regular meeting as presented.

2. Housing Department

SUBJECT: Letter of Support for Many Mansions State Funding Application.

RECOMMENDATION: That the City Council authorize the Mayor to sign a letter of support for Many Mansions in an application for state funding in support of Aspire Apartments located at 536 Meta Street.

3. Public Works Department

SUBJECT: Professional Services Agreement A-8491 with Tetra Tech, Inc. for Professional Engineering Services for the Kamala and Hobson Cast Iron Pipe Replacement Project PW 22-83.

RECOMMENDATION: That the City Council approve and authorize the following for a total of $935,000 in Project funds for the Kamala and Hobson Cast Iron Pipe Replacement Project, Specification No. PW 22-83 (Project No. 226502 & 226503):

1. The Mayor to execute Professional Services Agreement A-8491 with Tetra Tech, Inc. for professional engineering services in the amount of $850,000 for the Project; and
2. A Project contingency amount of $85,000 for the Project.

This item did not originate in Committee as this is a capital improvement project specifically

listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

4. Public Works Department

SUBJECT: Agreement A-8495 with Toro Enterprises, Inc. for the Water and Wastewater On-Call Construction and Repair Services Project, Specification No. PW 22-125.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8495 with Toro Enterprises, Inc. in the amount not to exceed $10,300,000 for a 5-year term ending October 17, 2027, for the Water and Wastewater On-Call Construction And Repair Services Project, Specification No. PW 22-125.

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

5. Finance Department

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

RECOMMENDATION: That the City Council adopt **Resolution # 15,636** declaring the intent of the City to be reimbursed for certain capital expenditures for the acquisition and equipping of fire vehicles from the proceeds of indebtedness.

(Finance and Governance Committee approved 3-0.)

It was moved by Councilmember Basua, seconded by Councilmember Madrigal, to approve the Information/Consent items as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

K. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Approval of Amended 2021-2029 6th Cycle Housing Element. (0/15/20)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Adopt **Resolution # 15,635** approving the Amended 2021-2029 6th Cycle Housing Element as Chapter 8 within the 2030 General Plan; and
3. Direct City Staff to finalize the Amended 2021-2029 6th Cycle Housing Element into the 2030 General Plan as Chapter 8 of Goals and Policies document and forward the Amended 2021-2029 Housing Element to the State of California Department of Housing and Community Development (HCD) for certification.
(This item did not originate in Committee.)

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

Kathleen Mallory, Planning & Sustainability Manager presented and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Barbara Macri-Ortiz, Sean Oxborough with Southwest Regional Carpenters, Jonathan Duran with Local

805 Carpenters, and Scott Zimmerman.

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

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:32 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.2

DATE: November 1, 2022

TO: City Council

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

SUBJECT: Additional Budget Appropriation for the Tree Mortality Grant – Round 1.

RECOMMENDATION

That the City Council approve and authorize the recognition of additional grant revenues and a budget appropriation in the amount of $1,181 for additional grant funding received in the State/Local Grant Fund (210) for dead tree removal services.

(This item did not originate in Committee.)

BACKGROUND

On October 30, 2015, Governor Brown proclaimed a state of emergency for drought-caused tree mortality. The proclamation included provisions to expedite the identification, removal and disposal of dead and dying trees that may pose a fall hazard or disease/insect vector hazard. Costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75 percent reimbursement under the California Disaster Assistance Act (CDAA), with an additional allowance for administrative costs borne by the City.

On May 22, 2018, City Council adopted a resolution authorizing the City Manager to submit an application for federal financial assistance under the Disaster Relief Act of 1974 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act to be used to remove dead trees (also called "the Tree Mortality Event Response"). A budget appropriation was subsequently approved by the City Council on June 18, 2019 to complete the work. The staff report for this action is attached.

The work for this Round 1 effort to remove the diseased or declining trees was concluded in late 2021.

DISCUSSION

The Tree Mortality Grant program allows the City to accumulate tree removal costs and then submit reimbursement requests to the State for reimbursement at a 75/25 ratio for the work performed. There is no specified or maximum amount for the grant. The City is only required to submit reimbursement requests for the actual tree removal costs.

The tree removal costs were estimated and budgeted for the project. The final invoice from West Coast Arborists (contractor for these services) was $1,181 over what was estimated and budgeted for in the State/Local Grant Fund (210) project. However, there was approved funding available in the Public Works operating budget that was appropriated and intended to be used to cover all of the tree removal costs. The final reimbursement request that was submitted to the State did not include the $1,181 in the final invoice amount, since it was not included in the original estimate. The State subsequently recommended that the City submit the full invoice amount, since the State was able to reimburse the City for 75% of the total invoice cost. Therefore, the additional $1,181 was subsequently received from the State.

A City Council-authorized budget appropriation is required in order to allocate the additional $1,181 to the State/Local Grant Fund (210).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The budget appropriation will increase the State grant revenues (2103302-48030) and professional services expenditures (2103302-53200) by $1,181.00 (Project M1912 - Tree Mortality Event Resp). This results in a net zero change to the fund balance (Fund 210 - State & Local Grants Fund). This grant was previously recorded in State/Local Grant Fund (219), Project MO5712 in the City's legacy ERP system.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. June 18, 2019 Agenda Report

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.11.

DATE: June 18, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Budget Appropriation to Leverage Grant Funding for Dead Tree Removal.

RECOMMENDATION

That the City Council approve a budget appropriation in the total amount of $376,250, including $87,500 from Measure O funds to be used to leverage $288,750 from grant funds for dead tree removal (called the "Tree Mortality Event Response"). (Public Works and Transportation Committee approved 3-0)

BACKGROUND

On October 30, 2015, Governor Brown proclaimed a state of emergency for drought-caused tree mortality. The proclamation included provisions to expedite the identification, removal and disposal of dead and dying trees that may pose a fall hazard or disease/insect vector hazard. Costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75 percent reimbursement under the California Disaster Assistance Act (CDAA), with an additional allowance for administrative costs borne by the City.

On May 22, 2018, City Council adopted a resolution authorizing the City Manager to submit an application for federal financial assistance under the Disaster Relief Act of 1974 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act to be used to remove dead trees (also called "the Tree Mortality Event Response").

DISCUSSION

The City of Oxnard has experienced a major die-off of several different species of trees throughout the City, which has been attributed to the ongoing drought. The drought has weakened trees, and a significant number have been unable to fight off infestations of insects and/or fungus. The proximity of the drought-affected trees to City and other adjacent structures prompted staff to take action and initiate removal of high risk trees.

In August of 2016, a hydrologist assessed the depth of the City's groundwater. The hydrologist determined that the groundwater levels in the City have dropped two to eight feet in the last five years, due to the drought. Historically, groundwater depths throughout the City had been 8.8 feet to 10.7 feet deep. Groundwater depths are now 11 feet to 19 feet deep in the same locations.

Since the hydrologist's assessment of groundwater depth, the City Arborist inspected several of the City's dead and dying trees and determined that the drought has played a significant role in causing their death or decline.

In addition, staff contacted the City's contracted, on-call tree service (West Coast Arborists) and had its arborist provide a second opinion. West Coast Arborists has come to the same conclusion and concurs with the findings of the City's

Arborist.

The City began the removal of 201 dead trees with locations throughout the City's park system in early 2018. There are an estimated 613 additional dead and dying trees throughout the City located in parks, medians, and right-of-ways. West Coast Arborists continues to remove dead trees throughout the City as funding permits.

Due to the rising costs associated with the tree removals and limited funds available for the increasing problem, staff began seeking additional funds to pay for the project. Under current conditions, the City is eligible to request reimbursement of expended funds through the CDAA Program, which reimburse removal costs up to 75 percent, with an additional allowance for administrative costs. In order to complete the tree removal work, an appropriation of $87,500 of Measure O funds is required. Out of the requested Measure O budget appropriation, approximately $25,000 will be used in FY 2019, and the remaining in FY 2020.

Water shortages in many cities are leading to the restrictions of recreation irrigation and our urban forest. Selecting species that are drought tolerant to our current conditions is the best long-term solution to a healthier, low-maintenance urban forest. Installing drip irrigation, mulch, and slow irrigation watering bags to establish new trees and a healthy urban forest is key to our current and future conditions.

The CAL Fire tree replanting grant that the city has received will help re-establish trees that were impacted by the drought conditions in prior years. The Parks Division with the help of City Corp will be planting one thousand non-evasive drought tolerant trees throughout the city and help restore our urban forest to thrive. This grant has allowed the City to purchase water bags that slowly introduce water to the tree so there is no run off.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

FINANCIAL IMPACT

The CDAA funding for the Tree Mortality Event Response provides 75 percent reimbursement for eligible tree identification, evaluation, removal and disposal efforts. A 10 percent administrative allowance is provided in addition to the 75 percent reimbursement from CDAA. This 10 percent allowance is applied as a percentage against the total approved State share to cover indirect costs associated with obtaining and administering CDAA funds. The 25 percent required City match will be paid using Measure O allocations, and this is estimated to be $87,500. Thus, the total cost to the City after reimbursable line items is $87,500. The estimated FY18-19 ending unassigned fund balance of Measure O (Fund 104) is $11.8 million, net of this appropriation request.

Funding Source	Fund	Amount	Percentage of Project
California Disaster Assistance Act Reimbursement (tree efforts)	219	$262,500	75%
City of Oxnard Measure O	104	$87,500	25%

Total Cost of City Share and Match		$350,000	100%
Additional 10% of Grant Share Admin Reimbursement	219	$26,250	10% Admin

COMMITTEE OUTCOME

The Public Works and Transportation Committee voted 3-0 on May 28, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. Resolution No. 15,121
2. Tree Mortality Budget Appropriation

RESOLUTION NO. 15,121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR FEDERAL AND/OR STATE ASSISTANCE TO BE USED FOR THE TREE MORTALITY EVENT RESPONSE

WHEREAS, on October 30, 2015, Governor Brown proclaimed a State of Emergency for drought-caused tree mortality. The Proclamation included provisions to expedite the identification, removal and disposal of dead and dying trees that may pose a fall hazard or disease/insect vector hazard. As a result, costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75% reimbursement under the California Disaster Assistance Act (CDAA); and

WHEREAS, the City of Oxnard has experienced a major die-off of several different species of trees throughout the City which has been attributed to the ongoing drought. The drought has weakened trees and a significant number have been unable to fight off infestations of insects and/or fungus. The proximity of the drought-affected trees to City and other adjacent structures prompted staff to take action and initiate removal of high risk trees.

THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard as follows:

SECTION 1. The City Manager is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment A).

SECTION 2. The City of Oxnard, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

SECTION 3. That this is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

PASSED, APPROVED, and ADOPTED, this 22nd day of May, 2018 by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSTAIN: None.

ABSENT: None.

Tim Flynn 5/23/18

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Ken Ryed for

Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Oxnard (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

_____ (Title of Authorized Agent), OR

_____ (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Oxnard (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Oxnard (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 22nd day of May, 2018

Tim Flynn 5/22/18
(Name and Title of Governing Body Representative) Mayor

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Michelle Ascencion (Name), duly appointed and City Clerk (Title) of City of Oxnard (Name of Applicant), do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the City Council (Governing Body) of the City of Oxnard (Name of Applicant)

on the 22nd day of May, 2018.

Michelle Ascencion
(Signature)

City Clerk
(Title)

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** June 4, 2019

Project/Program Manager: Eric Humel **Phone:** 805-271-2231

Reason for Appropriation:

To appropriate funds for Tree Mortality Event Response. Tree Removal.

Accounts and Descriptions		**AMOUNT**
Fund: 219 STATE/LOCAL - MY GRANTS		
Revenues/Transfers In		
Project number TBD		
219-5740-532-7231	STATE / LOCAL SOURCES / STATE GRANT REVENUES	288,750
	Sub-total Revenues	288,750
Expenditures/Transfers Out		
Project number TBD		
219-5740-805-8209	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	262,500
219-5740-805-8452	INDIRECT COST PLAN CHARGES	26,250
	Sub-total Expenditures	288,750
	Net Change to Fund Balance	**0**
Fund: 104 Half Cent Sales Tax		
Expenditures/Transfers Out		
Project Number TBD-Match		
104-5740-805-8209	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRA	87,500
	Sub-total Expenditures	87,500
	Net Change to Fund Balance	**(87,500)**
	Net Appropriation Change	**376,250**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.3

DATE: November 1, 2022

TO: City Council

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

SUBJECT: Resolution for SMART Grant Program from U.S. Department of Transportation.

RECOMMENDATION

That the City Council adopt a resolution:

1. Authorizing the City Manager to submit a grant application for an amount not to exceed $2,000,000 in Strengthening Mobility and Revolutionizing Transportation grant funds to be used for the City of Oxnard Citywide Mobility and Safety Enhancements Planning Project; and
2. Authorizing the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee.)

BACKGROUND

The Strengthening Mobility and Revolutionizing Transportation (SMART) grant program funds projects on a competitive basis to conduct demonstration projects focused on smart city or community technologies and systems to improve transportation efficiency or safety. The program funds projects that are focused on using technology interventions to solve real-world challenges and build data and technology capacity and expertise in the transportation sector.

The SMART Grants Program includes two stages: Stage 1 Planning and Prototyping Grants (Stage 1 grants) and Stage 2 Implementation Grants (Stage 2 grants). USDOT anticipates that only recipients of Stage 1 Planning and Prototyping Grants will be eligible for Stage 2 Implementation Grants and anticipates funding projects of up to $2,000,000 per project for Stage 1 and up to $15,000,000 per project for Stage 2.

This first round of the SMART Grants Program only funds Stage 1 projects for planning and prototyping grants.

DISCUSSION

Staff reviewed the grant program details and assessed how the grant's priorities fit with the City's. The grant priority category that is most relevant to current City needs is undergoing planning processes in order to increase the safety and reliability of the City's transportation system. The strategy that will be proposed is making safety and mobility enhancements through the use of sensors that collect continuous traffic data for passenger vehicles, trucks and buses, cyclists, and pedestrians, and integrate with traffic signalization systems and transportation planning tools (the City of Oxnard citywide mobility and safety enhancements planning efforts).

The grant application is presently being developed, and more project details will be clarified through the process. The grant application will be submitted to the U.S. Department of Transportation by the November 18, 2022 deadline.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The grant allows up to $2 million in SMART Grant Program funds if awarded. No matching funds are required to implement the planning project if the grant is awarded. Grant revenue will be recognized and appropriated upon award notification.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist, Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUBMITTAL OF A GRANT APPLICATION FOR STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION GRANT PROGRAM GRANT FUNDS

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

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the U.S. Department of Transportation for an amount not to exceed $2,000,000 in Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program funds to be used for the City of Oxnard Citywide Mobility and Safety Enhancements Planning Project.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager to the U.S. Department of Transportation for the purpose of obtaining grant funding for the City of Oxnard Citywide Mobility and Safety Improvements Planning Project. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.4

DATE: November 1, 2022

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Department of Alcoholic Beverage Control Local Enforcement Grant.

RECOMMENDATION

That the City Council adopt a resolution authorizing:

1. The City Manager to apply for $35,000 in grant funds from the Department of Alcoholic Beverage Control to be used for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and six (6) Holiday Enforcement operations.
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award.
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of ABC Grant funds.
4. The Chief of Police or designee to submit all program-related progress or status reports.

(This item did not originate in Committee.)

BACKGROUND

The Department of Alcoholic Beverage Control (ABC) is awarding grant funding to local law enforcement agencies to be utilized for the *Minor Decoy Program*, *Shoulder Tap Program*, and Holiday Enforcement operations.

The Oxnard Police Department is committed to reducing alcohol-related crimes and improving the quality of life for community members through innovative approaches and proven techniques while working closely with outside agencies. The City of Oxnard will apply for $35,000 in grant funds to be used to fund personnel costs for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and six (6) Holiday Enforcement operations. The increased ABC enforcement will increase awareness and help to reduce the use of alcohol by minors.

The goal of the Minor Decoy Program is to reduce the number of licensees who sell alcoholic beverages to minors. The Minor Decoy Program is an important and effective tool for law enforcement officials in combating sales of alcoholic beverages to persons under the age of 21 years. Local law enforcement agencies began using the program in the early 1980s. On April 4, 1994, the California Supreme Court issued a unanimous decision upholding the underage decoys by law enforcement officials.

The Shoulder Tap Program targets adults who furnish alcoholic beverages to minors. “Shoulder Tapping” refers to the practice used by minors to obtain alcohol from adult strangers near off-sale retail outlets. An underage decoy approaches adults outside an alcohol outlet and requests that the adult purchase alcohol on their behalf. Both the Minor Decoy and Shoulder Tap Programs are conducted under the strict supervision of law enforcement officers.

The Holiday Enforcement program consists of working undercover and high-profile enforcement targeting underage drinking, sales/furnishing to minors, sales to obviously intoxicated patrons, and other related violations. To help reduce youth-involved fatal and/or injury crashes, the dates for Holiday Enforcement operations have been determined by the National Highway Traffic Safety Administration (NHTSA)/Office of Traffic Safety (OTS) to be holidays with an influx of DUI crashes. The holidays are defined as Halloween, New Year’s Eve, St. Patrick’s Day, Cinco de Mayo, Memorial Day weekend, and 4th of July.

The Police Department seeks to accomplish the following goals and objectives by securing this grant funding:

- Reduce the number of establishments selling alcohol to minors.
- Reduce the number of adults purchasing alcohol for minors.
- Promote awareness that providing alcohol to minors is illegal, and those that do will be prosecuted.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact associated with submission of the grant application. The Department of Alcoholic Beverage Control grant does not require ongoing or one-time matching contributions. Upon confirmation of the grant award, the grant revenue will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Marc Amon, Police Department

ATTACHMENTS

1. ABC Grant Resolution FY 22-23
2. ABC Local Enforcement Grant Presentation FY 22-23

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD

APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE

ABC Grant – Alcohol Policing Partnership Program

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

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the Department of Alcoholic Beverage Control for $35,000 in grant funds, to be used to conduct Minor Decoy Operations, Shoulder Tap Operations, and Holiday Enforcement operations.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used to conduct Minor Decoy Operations, Shoulder Tap Operations, and Holiday Enforcement operations, and resolves to recognize grant revenue in the amount of $35,000 from the Department of Alcoholic Beverage Control. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 1st day of November, 2022 by the following vote:

AYES:

NOES:

ABSENT:

_____

John Zaragoza, Mayor

ATTEST:

_____

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

Department of Alcoholic Beverage Control (ABC) – Office of Traffic Safety (OTS) Local Enforcement Grant

Oxnard City Council

November 1, 2022

Marc Amon, Commander

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

Recommend that the City Council adopt a resolution authorizing:

- The City Manager to apply for $35,000 in grant funds from the Department of Alcoholic Beverage Control to be used for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and six (6) Holiday Enforcement operations.
- The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award.
- The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of ABC Grant funds.
- The Chief of Police or designee to submit all program-related progress or status reports.

Local Enforcement Grant

- Grant funding is offered through the Department of Alcoholic Beverage Control (ABC) to law enforcement agencies to be used for Minor Decoy Operations, Shoulder Tap Program, and Holiday Enforcement operations.
- Grant request amount: $35,000

Minor Decoy Operations

- Goal is to reduce licensees who sell alcohol to minors.
- An important and effective tool for law enforcement.
- Operation has been in use since early 1980s.
  - In 1994, California Supreme Court issued unanimous decision to use underage decoy operations.
- Oxnard Police Explorers are used for this operation and supervised by a police sergeant and police officers.

Shoulder Tap Program

- Targets adults who furnish/purchase alcohol for minors
- Operation is conducted near off-sale retail outlets.
- Minor “shoulder taps” adult and asks the adult to purchase alcohol on their behalf.
- Police Explorers used for this operation under strict supervision of law enforcement officers.

Holiday Enforcement will target

- Underage drinking
- Sales/furnishing alcohol to minors
- Sales to obviously intoxicated patrons

NHTSA and OTS identified the holidays as

1. Halloween
2. New Year's Eve
3. St. Patrick's Day
4. Cinco de Mayo
5. Memorial Day weekend
6. 4th of July

Goals and Objectives:

- Reduce the number of establishments selling alcohol to minors.
- Reduce the number of adults purchasing alcohol to minors.
- Promote awareness that providing alcohol to minors is illegal, and those that do will be prosecuted.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.5

DATE: November 1, 2022

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Ratification of the Fourth Amendment to the Mercy House Shelter Agreement and Approval for Carryover of Measure O Funds for the Mercy House Shelter Operations.

RECOMMENDATION

That the City Council:

1. Ratify the Fourth Amendment to Agreement No. A-8194 with Mercy House, an immediate need amendment, for the provision of shelter and navigation center operations in Fiscal Year 2021-2022; and

2. Authorize the City Manager, or designee, to approve a carryover of Measure O funds in the amount of $641,202.23 (Project M1908 - Homeless Program) from fiscal year 2021-2022 to the 2022-2023 fiscal year for the Homeless Shelter operations.

(This item did not originate in Committee.)

BACKGROUND

The Oxnard Navigation Center, located at 351 South K Street, is a 110-bed emergency shelter for homeless individuals that includes a multitude of services including meals and a safe place to sleep. Since the 2019 inception of the program, the City of Oxnard has partnered with Mercy House to operate the shelter.

FY 21-22 Amended Shelter Agreement

Agreement Number A-8194, between the City of Oxnard and Mercy House, began on January 1, 2020, and ended on June 30, 2022. The agreement was amended three times during this period. These amendments took place during the COVID-19 pandemic and included additional funds to cover the costs associated with the COVID-19 response. Not knowing how long the COVID-19 pandemic would last, the cumulative or 'not-to-exceed' amounts were often written as two separate amounts, where one was for the standard shelter operations and the other for the COVID response.

At the completion of the agreement, staff discovered that although the allocated funds for each fiscal year were correct, there were math errors in the cumulative not-to-exceed amounts. This mistake resulted in the not-to-exceed amount being under reported by $479,909.

The immediate need amendment (Fourth Amendment) was drafted and executed on September 22, 2022 to ensure that Mercy was paid for services already rendered and agreed upon in fiscal year 2021-2022. This immediate need was also warranted to close out the fiscal year. The City executed a Fourth Amendment, an immediate need amendment, pursuant to Oxnard City Code section 4-75.t. The Fourth Amendment rectifies the cumulative total of each amendment for a not-to-exceed amount of $6,207,278 (previously indicated as $5,027,349).

Funding sources for the $6,207,278, cost of 2021-22 services include Measure O, Permanent Local Housing Allocation (PLHA) and General Fund funding.

FY 2021-2022 Measure O Carryover for Homeless Services for Operating Year 2022-2023

For several years, the City has been allocating Measure O funds for homeless services. This funding has been a critical piece in supporting shelter operations within the past three years. Shelter operations average expenditures of approximately $180,000 per month, or approximately $2.16 million dollars, annually.

In March 2020, in response to COVID-19, a second shelter site was opened across the street from the Navigation center at 350 South K Street (the Police Activities League (PAL) building). This second site allowed COVID-responsive services with minimal impacts on the bed capacity. In fiscal year 2021-22, the City utilized Emergency Shelter Grant - CARES Act (ESG-CV) funding to operate the shelters in a COVID-responsive manner, including operations at a second site. That year, the shelter was predominantly funded with ESG-CV funds. Only $462,344 Measure O funds were used, leaving a balance of $641,202. The ESG-CV funds approved for the shelters have now been expended.

The secondary shelter closed in July 2022. All persons were able to move back to the Navigation Center, which is back to operating as a 110-bed facility. On June 30, 2022, City Council approved A-8474 for the navigation center operations for FY 22-23 in the amount of $2,796,891. As approved on June 30, 2022, the navigation center will be funded with a combination of Measure O, General Fund, and Permanent Local Housing Allocation (PLHA) grants. The Navigation center needs the prior year Measure O fund balance allocated to homeless services, to support the new fiscal year, 2022-2023, operations. Staff requests that Council approve a one-time carryover of the fiscal year 2021-2022 annual fund allocations to the current 2022-2023 fiscal year. The carryover funds requested will not be used for prior year expenditures.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The June 30, 2022 staff report indicated a Measure O carryover (Project M1908 – Homeless Program) amount of $795,5665 for the FY 22-23 shelter operations (A- 8474); however, after the close out of the 21-22 fiscal year, this amount has been reduced to $641,202.24.

Staff will return to Council to request $154,363 in PHLA funds to equal the approved agreement amount of $7,796,891.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Fourth Amendment To Agreement No. A-8194 For Professional Services Regarding Shelter And Navigation Center Operations

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES REGARDING SHELTER AND NAVIGATION CENTER OPERATIONS

This Fourth Amendment ("Fourth Amendment") to the Agreement for Professional Services regarding shelter and navigation center operations ("Agreement") is made and entered into in the County of Ventura, State of California, this 21tst day of September, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Mercy House ("Consultant"). This Fourth Amendment amends the Agreement entered into on January 1, 2020, by City and Consultant. The Agreement previously has been amended on March 22, 2020 by a First Amendment, on June 30, 2020 by a Second Amendment, and on June 29, 2021 by a Third Amendment.

WHEREAS, the Agreement entered into by City and Consultant was for a not-to-exceed amount of $1,186,560.00 for the performance period of January 2020 to June 2020; and

WHEREAS, the First Amendment to the Agreement increased the not-to-exceed amount in the Agreement by $236,707 in response to the COVID outbreak in March of 2020 from $1,186,560.00 to $1,423,267.00; and

WHEREAS, the Second Amendment to the Agreement increased the not-to-exceed amount from $1,423,267.00 by $1,244,189 to $2,667,456.00 to pay for regular shelter operations for the period of July 2020 to June 2021 with an additional COVID-19 emergency contingency amount of $936,727; and

WHEREAS, the Second Amendment to the agreement included a COVID-19 emergency contingency that erroneously double counted $236,707 already included for the period of March 2020 to June 2020 thus incorrectly stated a total not-to-exceed amount of $3,604,183.00 where the correct amount should have been $3,367,476.00; and

WHEREAS, the Third Amendment to the Agreement amended Section 6 on the Cover Page, purporting to increase the not-to-exceed amount from the incorrect amount stated in the Second Amendment of $3,604,183.00 by $2,139,782.00 for regular shelter operations for the period of July 2021 to June 2022; and

WHEREAS, the Third Amendment to the Agreement intended to increase the not-to-exceed amount by $2,139,782.00 but should have been from the correct amount of $3,367,476.00 reaching a not-to-exceed of $5,507,258.00 with an additional COVID-19 emergency contingency amount of $700,020.00 for a total not-to-exceed amount of $6,207,278.00; and

WHEREAS, the Third Amendment to the Amendment included a Rates and Costs Exhibit establishing the total shelter operations costs at $2,696,600.00, minus $500,000.00 which Consultant received in Homeless Housing Assistance and Prevention funds, and minus $56,818.00 which Consultant received to operate the Rapid ReHousing component of the shelter operations, bringing the total shelter operations costs down to $2,139,782.00; and

WHEREAS, the actual not-to-exceed value listed in Section 6 of the Agreement, as amended by the Third Amendment to the Agreement, should have been $6,207,278.00; and

WHEREAS, on June 29, 2021, staff presented the Third Amendment to the Agreement to the City Council with a recommendation that could have been written more clearly to indicate that the not-to-exceed amount of the Agreement is $6,207,278.00 rather than $5,727,369.00, a difference of $479,909.00; and

WHEREAS, Consultant continued to provide services under the Agreement and, pursuant to Oxnard City Code section 4-75, there is an immediate need to correct the error in the Agreement to clarify the not-to-exceed value of the Agreement in order for the Consultant to be paid for services already rendered to the City.

NOW THEREFORE, City and Consultant agree as follows:

1. Above recitals are hereby incorporated into this Fourth Amendment by this reference.

2. In Section 6 of the Agreement, the not-to-exceed amount of $5,027,349.00 with an additional annual COVID-19 Emergency Cost Increment not-to-exceed an additional $700,020 per year" is deleted and replaced "Notwithstanding the rates established in the Rates and Costs Exhibit, the Total Agreement Amount in Section 6 of the Cover Page of the Agreement is hereby amended to read $6,207,278.00.

3. Pursuant to City Code section 4-75, this Fourth Amendment will automatically terminate unless it is ratified by the City Council at one of the next three regular City Council meetings following the execution of this Fourth Amendment.

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

Alexander Nguyen, City Manager — Date: 9/22/2022

John C. Zaragoza[2] — Date: 9/22/2022

MERCY HOUSE

Larry Haynes, CEO[1] — Date: 9-22-22

Patti Long, COO — Date:

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) — Date: 9/22/22

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) — Date: 9/22/2022

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[1] The City requires the following for any contract:

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

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

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

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.6

DATE: November 1, 2022

TO: City Council, Oxnard Community Development Commission Successor Agency

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Exempt Surplus Land Declaration - Successor Agency Meta Street Parcels.

RECOMMENDATION

That the Oxnard Community Development Commission Successor Agency:

1. Adopt a Resolution titled, "A Resolution Of The Oxnard Community Development Commission Successor Agency Declaring Successor Agency Owned Property, As Described Herein, To Be Exempt Surplus Land Pursuant To Government Code Section 54221(F)(1)(D) and Authorizing The Staff To Take Related Actions"; and
2. Enter into two separate Grant Deeds with the City for the transfer of two parcels from the Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard (APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar ($1) each.

That the City Council:

1. Enter into two separate Grant Deeds with the Successor Agency for the transfer of two parcels from the Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard (APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar ($1) each.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

BACKGROUND

On July 28, 2022, the Oxnard Community Development Commission Successor Agency ("Successor Agency") recommended the declaration of two Successor Agency-owned properties (APNs 201-0-272-170 and 201-0-272-200) located on 6th Street and Meta Street in Downtown Oxnard (the "Additional Properties") as "exempt surplus," and transfer of the ownership to the City. This declaration allows for an "agency use," such as open space and recreational use (Attachment 1).

Additional Properties' Characteristics				
APN	**Parcel # (Attachment 2)**	**Sq ft.**	**LRPMP Estimated Value**	**Proposed Purchase Price**
201-0-272-170	4	7,404	$111,060	$1

201-0-272-200	5	2,465	$12,325	$1

Surplus Land Act

Assembly Bill 1486, also known as the Surplus Land Act or the "Act," requires a local agency to report annually on surplus land held by the local agency. The intent of the Act was, among other things, to improve the process for providing notice of surplus land to facilitate the development of affordable housing around the State.

Further, the Act requires a local agency to declare properties as "surplus land" or "exempt surplus land" before taking action to dispose of those properties. The Act defines "exempt surplus land," in part, as "surplus land that a local agency transfers to another local agency for that agency's use."

An "agency's use" is defined in the Act as land that is used or planned to be used for the agency's work or operations. As defined in the Act, "agency's use" excludes commercial or industrial uses, such as non-government retail, entertainment, or office development. Importantly, land for open space or recreational purposes is considered an "agency's use"; open space purposes means that the land is used for public recreation, enjoyment of scenic beauty, or conservation or use of natural resources.

The Successor Agency is being asked to declare the Additional Properties exempt surplus land, which the City will use for open space purposes.

A local agency that determines that a property is exempt surplus land shall support the determination with written findings, and the local agency shall provide a copy of the written determination to the State Housing and Community Development (HCD) at least thirty (30) days prior to disposition. Attached to this report is a resolution declaring the Additional Properties as "exempt surplus land," following the procedures defined by the Act (Attachment 3).

Grant Deed

At the July 28, 2022, Successor Agency meeting, staff indicated that a declaration of exempt surplus land would be presented to the Committee, along with an agreement between the City and Successor Agency for the transfer of the Additional Properties for one dollar ($1) each (Attachment 4). While staff had indicated on July 28, 2022, that the Successor Agency and City could enter into a purchase and sale agreement for the transfer and sale of the Additional Properties, the Successor Agency also has the legal authority pursuant to Health and Safety Code Section 34181(a) to "transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, and fire stations," to the City through a Grant Deed.

Due to the Additional Properties' dimensions and Downtown zoning requirements, staff is proposing to transfer the Additional Properties through a Grant Deed to the City, with the use of each parcel being a public open space. Doing so would save Successor Agency and City staff administrative time and costs associated with preparing a purchase and sale agreement, publishing hearing notices, conducting a hearing, and opening an escrow.

Oxnard Parks and Recreation Master Plan (2021)

The Oxnard Parks and Recreation Master Plan (Master Plan) seeks to guide decision-making for the future development and management of the City's parks, recreation facilities, beaches, and open spaces (Attachment 5). The Master Plan identifies Five Points as the City's most significant gap in park acres per 1,000 residents, with less than one (1) acre per 1,000 residents. The Master Plan states that the City "should consider acquiring some of the vacant lots in these areas to develop into parks, when and if resources become available" (page 54). In addition, the Master Plan states, "as Oxnard has a difficult time managing its existing parks, the City should focus funding on improving what they already have. The City should build Campus Park and Sports Park, and finish College Park while continuing to plan small neighborhood parks for neighborhoods that lack park acreage" (page 140).

Parks, Recreation, and Community Services Commission

On January 26, 2022, the Parks, Recreation, and Community Services Commission (PRCSC) discussed the need for open

space or recreational areas for residents in Five Points and identified the Additional Properties as potential future locations. The Public Works Parks Division (Parks) has briefed the PRCSC on the existing challenges with maintaining the City's current inventory of parks. The PRCSC has understood the concerns but still recommended that staff continue to research options for the acquisition of property due to the limited availability of land in the Five Points area.

On May 25, 2022, the PRCSC approved a recommendation to the City Council to allocate sufficient Measure O, Measure E, or General Funds for the purchase and basic improvements of the Additional Properties to create recreational green space in Five Points. The PRCSC desires to reserve Quimby funds for the development of the park.

Park Maintenance Concerns

As stated previously, Parks has expressed its concerns to the PRCSC about maintaining new public facilities in addition to the current facilities. Parks is not only responsible for maintaining thirty-eight General Fund parks, but they are also responsible for maintaining the Citywide street landscapes, landscapes for public facilities, City-owned undeveloped property, Oxnard Beach, and nearly 50,000 trees. Beginning in FY 2021-22, the City began reinvesting Measure E funds to restore proper maintenance in these areas with contract services. However, staff has not been able to complete necessary capital improvements in the parks as a result of the financial cuts from previous fiscal years, the long-term deferred maintenance, delays in manufacturing and delivery of parts and equipment, competing priorities, and the inability to hire qualified staff. Adding additional facilities to develop and maintain will further exacerbate these issues. Funding alone does not solve the years of deferred maintenance.

Quimby Funds

Quimby funds are funds paid by developers to cities in lieu of constructing new parks. Quimby funds cannot be used for the maintenance of a park but can be used for the acquisition and development of new parks or the improvements to existing ones. As of September 2022, there was approximately $1.25 million available in Quimby funds allocated to the Five Points Neighborhood to fund park improvements or new park development. These funds were acquired through the Gateway Station development, a 240-unit residential development just south of Five Points.

Next Steps

With the recommended action, staff will forward the Exempt Surplus Land Act Declaration Resolution and Grant Deed for the Additional Properties to the Successor Agency and City Council for approval (tentatively scheduled for November 1, 2022). As part of the 2012 Redevelopment Dissolution Law that dissolved all redevelopment agencies in the State of California, any action would require approval from the Ventura County Consolidated Oversight Board and the California Department of Finance.

Concurrently, per the guidelines established by the Act, staff will submit the resolution declaring the Additional Properties as “exempt surplus land” to HCD for approval.

If the declaration of the sites as exempt surplus and the Grant Deed to transfer the ownership to the City is not approved by any of the Ventura County Consolidated Oversight Board, DOF, or HCD, then this project would effectively end. The Successor Agency would then have to declare the Additional Properties “surplus land” in accordance with the Act in order to dispose of them, likely subjecting them to affordable housing purposes.

If the declaration of the sites as exempt surplus and the Grant Deed to transfer the ownership to the City are approved by the Successor Agency, City Council, Ventura County Consolidated Oversight Board, the California Department of Finance, and HCD, park ideas and potential recreational uses to serve the community will need to be explored.

Staff will return to the Committee with information on additional costs for the prospective design, construction, and maintenance of future open space on the Additional Properties. A landscape architectural firm will need to be contracted to develop biddable plans and specifications with an engineer's cost estimate for the park construction to be bid. The conceptual and final design will need to be brought before the City Council for final approval. Due to the already approved parks projects through the CIP and ARPA, there is not a timeline associated with these future actions described above.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

The additional Properties will be sold and transferred to the City for one dollar ($1) each rather than for an amount identified in an appraisal or Broker Opinion of Value, as set forth in the LRPMP (i.e., for $111,060 and $12,325, respectively, Attachment 6) because they will not be used by private owners for market use. Instead, they will be for the City's use (i.e., open space).

Sufficient funding is available in General Fund 101-1001-801-83.77 for the City to purchase the Additional Properties from the Successor Agency.

Per the redevelopment Dissolution Law, net proceeds from the sale of the Properties would be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities.

COMMITTEE OUTCOME

This item was recommended for Council approval by the Community Services, Public Safety, Housing & Development Committee on October 11, 2022, by a vote of 3-0.

The attached resolution has been updated to state that the City will purchase the Additional Properties from the Successor Agency for one dollar ($1) each and that the Additional Properties are not within a coastal zone, adjacent to a historical unit of the State Parks System, listed on the National Register of Historic Places, or within the Lake Tahoe region.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Staff Report - July 28, 2022
2. SA Parcels
3. Surplus Land Act Resolution_ Meta Properties
4. Grant Deeds
5. Oxnard Parks & Recreation Master Plan - Five Points
6. Long Range Property Management Plan - LRPMP
7. Presentation - Exempt Surplus Properties

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.4

DATE: July 28, 2022

TO: City Council, Community Development Commission Successor Agency, and Oxnard Housing Authority

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Reconsideration of Successor Agency and Oxnard Housing Authority Properties in the Meta Street Area. (0/10/10)

RECOMMENDATION

1. That the Board of Commissioners of the Housing Authority of the City of Oxnard upholds their October 5, 2021, decision to enter into a Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency for property located on 6th and 7th streets adjacent to Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130).

2. That the Oxnard Community Development Commission Successor Agency:

   i. Upholds their October 5, 2021, decision to enter into a Purchase and Sale Agreement with the Housing Authority of the City of Oxnard for property located on 6th and 7th streets adjacent to Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130);
   ii. If the October 5, 2021 decision is not upheld, provide direction to staff to return to Committee to consider the parcels as either:
      a. "Exempt Surplus Land" subject to the agency's use and transfer ownership to the City of Oxnard in exchange for the price identified on the Long Range Property Management Plan; or
      b. "Surplus Land" subject to future affordable housing construction through the California Department of Housing and Community Development.
   iii. Provide direction to staff to return to Committee to consider two (2) Successor Agency-owned properties (APNs 201-0-272-170, 201-0-272-200) as either:
      a. "Exempt Surplus Land" subject to the agency's use and transfer ownership to the City of Oxnard in exchange for the price identified on the Long Range Property Management Plan; or
      b. "Surplus Land" subject to future affordable housing construction through the California Department of Housing and Community Development.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Mytm7lQqo10

BACKGROUND

Executive Summary

On October 5, 2021, staff presented the Successor Agency and the Board of Directors of the Oxnard Housing Authority (OHA) with a Purchase and Sale Agreement (PSA) for the sale of four Oxnard Community Development Commission Successor Agency (Successor Agency) owned properties (collectively, the Properties) for affordable housing purposes, which was approved 7-0. At the meeting, questions were raised about options for these four Successor Agency-owned

properties. The responses provided to the Successor Agency were incomplete and incorrect. At that meeting, staff presented that the only options were:

1. Move forward with the PSA between OHA and Successor Agency for the development of affordable housing for four of the six parcels; or
2. Allow the Exclusive Negotiating Agreement (ENA) to expire, which would mean the parcels would be subject to the Surplus Land Act and development of affordable housing through the California Department of Housing and Community Development (HCD).

During the meeting, questions were raised about options available for the disposition of two other Successor Agency-owned properties that were not part of the October 5, 2021, subject action (APNs 201-0-272-170 and 201-0-272-200 (the Additional Properties). The response provided to the Successor Agency was incomplete and incorrect. At that meeting, staff presented that the only option was to declare the Additional Properties as surplus public land, subject to future affordable housing construction through the HCD.

That information was incomplete as the Successor Agency could also choose to declare these two properties as exempt surplus land, subject to the agency's (City) use for open space and recreational purposes. See additional information in the Surplus Land Act section of this report.

This report will provide information and context on the Successor Agency-owned parcels, including the Surplus Land Act, Housing Related Parks Program Grant Agreement & Measure O & Housing Element, the Purchase and Sale Agreement between OHA and the Successor Agency for the Properties, the Additional Properties, Oxnard Parks and Recreation Master Plan, Downtown Code, Parks, Recreation, and Community Services Commission recommendation, and Quimby funds.

Despite the incorrect and incomplete information, staff recommends that the Successor Agency and OHA uphold their October 5, 2021 decision to enter into a PSA between the two agencies, ensuring additional units of affordable housing in the City.

Surplus Land Act

Assembly Bill 1486 (the "Law") requires a local agency to annually report on surplus land held by the local agency. The intent of this legislation was, among other things, to improve the process for providing notice of surplus land to facilitate the development of affordable housing around the State. The Law requires that any land owned in fee simple "not necessary for the "agency use" be declared surplus prior to disposition of the land. "Agency's use" is defined in the Law as land that is used or planned to be used for the agency's work or operations. As defined in the Law, "agency use" expressly excludes commercial or industrial uses, such as non-government retail, entertainment, or office development. Land for open space or recreational purposes would be considered "agency's use." Exempt surplus land can mean properties less than five thousand (5,000) square feet in area or properties transferred from one agency to another for that "agency's use."

If an agency disposes of land to finance such a project or activity, that disposition must go through the surplus land process under the Law. Most recently, the Council declared 53 parcels surplus at their February 1, 2022 meeting.

Housing Related Parks Program Grant Agreement & Measure O & Housing Element

On November 14, 2017, the City Council authorized an agreement with HCD for grant funds to fund park facility improvements. As part of that report, there was a request from the Parks, Recreation, and Community Services Commission (PRCSC) to purchase land within the Five Points neighborhood, specifically property located at Seventh Street and Meta Street. Staff opposed the inclusion of these parcels due to their size, private ownership, development potential for affordable housing, and lack of budgets to maintain parks. These are the parcels that were part of the October 5, 2021, action authorizing a purchase and sale agreement for the development of affordable housing.

Despite staff's recommendation, ultimately in 2017, the Council authorized $278,000 in Measure O funding for the "possible purchase of this property understanding that this Affordable Housing Opportunity Site will need to identify a replacement site and denote replacement units in 2018 before the current site can be used for a park." These parcels

(APNs 201-0-272-030 and 201-0-272-020) were subject to the October 5, 2021, action and were designated in both the 5th and 6th cycle Housing Elements for affordable housing.

In January 2020, the Measure O Citizen Oversight Committee recommended that the funding allocated for the land acquisition in the Five Points Neighborhood for a park be removed. On February 18, 2020, the City Council took action to remove funding for the acquisition of land.

Purchase and Sale Agreement between OHA and the Successor Agency

On November 17, 2020, the Successor Agency authorized its Executive Director to enter into an ENA by executing Agreement No. A-8247 with the OHA for the Properties to construct affordable housing.

On December 17, 2020, with the Department Of Finance's approval, the Successor Agency entered into the ENA with the OHA to negotiate the terms of a PSA for the Properties.

On September 14, 2021, the Community Services, Public Safety, Housing & Development Committee recommended the approval of the PSA. On October 5, 2021, staff presented the Successor Agency and the Board of Commissioners of the OHA with a PSA between the Successor Agency and the OHA for the sale of the Properties located in the Meta area of Downtown Oxnard for affordable housing purposes (Attachment 1). The Successor Agency and the OHA both approved the PSA.

Staff recommends that the Successor Agency and OHA uphold their prior decision to enter into a PSA between the two agencies, ensuring the development of additional affordable housing units in the City.

If the action is upheld, the Housing Department and OHA staff will return to the City Council and the Housing Authority Board of Commissioners prior to the required December 29, 2022 deadline to satisfy all escrow conditions, as stated in the PSA, for authorization to execute a Grant Agreement between the City and the OHA, with the use of local or federal funds, to purchase the Properties.

Additional Successor Agency Properties (APNs 201-0-272-170, 201-0-272-200)

As stated earlier, on October 5, 2021, staff provided incomplete and incorrect information regarding the Additional Properties properties that the Successor Agency owns (Attachment 2). The Successor Agency actually has two options:

1. Declare either or both of the parcels as "exempt surplus," as defined earlier in this report which allows for "agency use" such as open space and recreational use; or
2. Declare either or both of the parcels as surplus and offer them through HCD to developers for development, with a priority for affordable housing.

These options have a variety of factors and different financial implications, which could be further explored at Committee should staff be directed to study these options further.

Oxnard Parks and Recreation Master Plan (2021)

The Oxnard Parks and Recreation Master Plan (Parks Master Plan) seeks to guide decision-making for the future development and management of the City's parks, recreation facilities, beaches, and open spaces (Attachment 4).

The Parks Master Plan identifies Five Points as the City's most significant gap in park acres per 1,000 residents, with less than one (1) acre per 1,000 residents. The Parks Master Plan states that the City "should consider acquiring some of the vacant lots in these areas to develop into parks, when and if resources become available" (page 54). In addition, the Parks Master Plan states, "as Oxnard has a difficult time managing its existing parks, the City should focus funding on improving what they already have. The City should build Campus Park and Sports Park, and finish College Park while continuing to plan small neighborhood parks for neighborhoods that lack park acreage" (page 140). Lastly, the Parks Master Plan states that "the City should consider privatized parks/open spaces as a way to supplement the amount of park space the City can maintain." The privatization of park space is discussed further in the Downtown Code section of this report.

Concerns about developing a park in Five Points include the lack of continuous open space for recreational activities and the lack of financial and staff resources and staff in the Public Works Department Parks Division (Parks Division) to maintain the existing parks in the City.

Downtown Code

The City's Downtown Code (Code), adopted in July 2019, which incorporates parts of three neighborhoods (Five Points, Wilson, and Hobson Park East), implements the City's development and uses of individual lots and buildings in the Downtown area (Attachment 5). The Code is intended to create main street mixed-use areas serving urban neighborhoods of pedestrian-oriented streets with a variety of housing types. Notably, the Code lays the foundation for the creation and standards of public and private open spaces within its boundaries.

The Code establishes standards for both private open space (such as balconies and patios) and public open space. The public open space requirement was first incorporated into the Code in July 2019. This public open space requirement is designed to function as a comprehensive public open space system that supports various mixed-use places and is maintained by the developer.

Per the Code, all new development located on a site of at least 20,000 square feet within the Downtown area is required to provide on-site public open space as a condition of the development:

Required Public Space - Downtown Core, General, and Edge Zones	
Site Size	**Min Public Space to be Provided**
20,000 sq ft to 2 acres	min 7%
> 2 acres	min 10%

Within the Five Points neighborhood of the Downtown area, pursuant to the 2019 Downtown Code, one new project (Aspire Apartments), will provide public open space, maintained by the private owner. This public open space is in addition to the private open space meant for the residents of the project.

The 88-unit Aspire Apartments project, located north of 6th Street on Meta Street, includes private and public open space. The second floor of the building includes a common area that will be landscaped and includes bench seating, tables, bike parking, and decorative hardscape. To the south of the building, the project will provide a 5,606 square-foot pocket park, in compliance with the Downtown code public open space requirement. The 5,606 square foot public pocket park is also on the July 28, 2022, Council agenda (Public Hearing item: "Successor Agency and Manay Mansions Purchase and Sale Agreement").

If the Successor Agency upholds their October 5, 2021 approval, the future affordable housing project for the Properties would also require public open space, maintained by the private property owner. Aspire Apartments and the subject Properties are within one block of each other.

Parks, Recreation, and Community Services Commission

On January 26, 2022, the PRCSC discussed the need for open space or recreational areas for residents in Five Points and identified the Additional Properties as potential future locations. The Parks Division has briefed the PRCSC on the existing challenges with maintaining the City's current inventory of parks. The PRCSC has understood the concerns but still recommended that staff continue to research options for the acquisition of property due to the limited availability of land in the Five Points area.

On May 25, 2022, the PRCSC approved a recommendation to the City Council to allocate sufficient Measure O, Measure E, or General Funds for the purchase and basic improvement of the Additional Properties to create recreational green

space in Five Points. The PRCSC desires to reserve Quimby funds for the development of a park.

Based on the Long Range Property Management Plan (LRPMP), the parcels are estimated to be valued at approximately $123,385 through a 2015 Broker Opinion of Value. Sufficient funding would be required to purchase these properties from the Successor Agency and the purchase would also require Ventura County Consolidated Oversight Board and Department of Finance approvals.

Additional Properties' Characteristics			
APN	**Parcel # (Attachment 3)**	**Sq. Ft**	**LRPMP Estimated Value**
201-0-272-170	4	7,404	$111,060
201-0-272-200	5	2,465	$12,325

Quimby Funds

Quimby funds are funds paid by developers to cities in lieu of constructing new parks. Quimby funds cannot be used for the maintenance of a park. As of May 2022, there was approximately $1.25 million available in Quimby funds allocated to Five Points to fund park improvements or new park development. These funds were acquired through the Gateway Station development, a 240-unit residential development just south of Five Points. During the review and approval for that project, in April 2015, the City took a position to remove a 1.4-acre city park designation from the Five Points neighborhood and instead supported the development of privately owned and maintained open space.

Constructing a new park generally starts at approximately $1 million per acre and increases based on added amenities such as structures and restrooms, hardscapes, and lighting. Although, the cost for the actual construction and maintenance of a new park is subject to design and size.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Regarding the OHA and Successor Agency recommendation to uphold their October 5, 2021, Recommendations 1 and 2(i):

As indicated in the October 5, 2021, staff report, the sale price for the Properties totaled $212,740. Per the redevelopment Dissolution Law, net proceeds from the sale of the properties would be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities. The City's General Fund, as a taxing entity, would potentially receive approximately $42,000, or an estimated 19.6% of any sales proceeds, in residual distribution from the County. This amount would be deposited into General Fund Residual Distribution to the City (account no. 101-1001-511.70-09).

Housing Department and OHA staff would return to the City Council and the OHA Board of Commissioners prior to the required December 29, 2022, deadline to satisfy all escrow conditions, as stated in the PSA, for authorization to execute a Grant Agreement between the City and the OHA, with the use of local or federal funds, to purchase the Properties.

Regarding Recommendations 2(ii)(a) and 2(ii)(b) on October 5, 2021:

If the Successor Agency and OHA elected to not uphold their October 5, 2021, decision and instead proceed with recommendation 2(ii)(a) for the Properties, staff would come back before Committee with a Law declaration of exempt surplus land and PSA between the City and Successor Agency. The actual cost of the Properties cannot be determined at

this time; the value from a 2015 Broker Opinion of Value in the LRPMP is $212,740 (Attachment 6). Staff would also return with information on additional costs for the prospective design, construction, and maintenance of future open space on the Properties.

If the Successor Agency elected to not uphold their prior decision and instead proceed with recommendation 2(ii)(b) for the Properties, staff would come back before Committee with a Law declaration of surplus land, subject to affordable housing through HCD.

Regarding Recommendations 2(iii)(a) and 2(iii)(b) (Additional Properties):

If the Successor Agency elected to proceed with recommendation 2(iii)(a) for the Additional Properties, staff would come back before Committee with a Law declaration of exempt surplus land and PSA between the City and Successor Agency. The actual cost of the Additional Properties cannot be determined at this time; the value from a 2015 Broker Opinion of Value in the LRPMP is $123,385 (Attachment 6). Staff would also return with information on additional costs for the prospective design, construction, and maintenance of future open space on the Additional Properties.

If the Successor Agency elected to proceed with recommendation 2(iii)(b) for the Additional Properties, staff would come back before Committee with a Law declaration of surplus land, subject to affordable housing through HCD.

COMMITTEE OUTCOME

As mentioned previously in this report, the Community Services, Public Safety, Housing & Development Committee approved the PSA between the OHA and Successor Agency 3-0 on September 14, 2021, to approve the staff recommendation and to forward the item for Successor Agency and OHA approval. On October 5, 2021, staff received approval from the Successor Agency and OHA. Subsequently, this item did not return to Committee.

Prepared by: Ashley Golden, Assistant City Manager, Adam Smith, Project Manager

ATTACHMENTS

1. Agreement No. A-8372 - Purchase & Sale Agreement
2. Staff Report - October 5, 2021
3. Additional SA Properties Location
4. Oxnard Parks & Recreation Master Plan - Five Points
5. Downtown Code - Downtown General Zone
6. Long Range Property Management Plan - LRPMP
7. Presentation

REMAINING SUCCESSOR AGENCY PARCELS

Location of 7 remaining Successor Agency Parcels

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. _____

A RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY DECLARING SUCCESSOR AGENCY OWNED PROPERTY, AS DESCRIBED HEREIN TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(D) AND AUTHORIZING THE STAFF TO TAKE RELATED ACTIONS

WHEREAS, Oxnard Community Development Commission Successor Agency ("Successor Agency") owns two properties located at 6th and Meta Street in Downtown Oxnard (the "Properties"), APNs 201-0-272-170 and 201-0-272-200; and

WHEREAS, the Properties were included in the Long Range Property Management Plan ("LRPMP") approved by the California Department of Finance on December 31, 2015 in accordance with Chapter 9 (commencing with Section 34191.1) of Part 1.85 Division 24 of the California Health and Safety Code; and

WHEREAS, the Surplus Land Act (the "Act") requires a local agency to either declare certain properties as "surplus land" or "exempt surplus land" before taking action to dispose of those properties; and

WHEREAS, Government Code Section 54221(f)(1)(D) of the Act defines "exempt surplus land", in part, as surplus land that a local agency transfers to another local agency for that agency's use; and

WHEREAS, Government Code Section 54221(d) of the Act defines "open-space purposes" as "the use of land for public recreation, enjoyment of scenic beauty, or conservation or use of natural resources"; and

WHEREAS, on July 28, 2022, the Successor Agency directed staff to declare the Properties as exempt surplus land, subject to the City of Oxnard's ("City") use for the purposes established in Government Code Section 54221(d), and to transfer ownership of the Properties to the City; and

WHEREAS, the Properties will be sold and transferred to the City for one dollar ($1) rather than for an amount identified in an appraisal or Broker Opinion of Value, as set forth in the LRPMP because the Properties will not be used by private owners for market use; and

WHEREAS, the Successor Agency wishes to declare the Properties as "exempt surplus land" to ensure compliance with the Act.

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NOW, THEREFORE, the Successor Agency resolves as follows:

1. The foregoing recitals are adopted as true and correct.

2. The Successor Agency hereby declares that the Properties are "exempt surplus land" under the Act.

3. Specifically, the Properties described in **Exhibit A**, attached hereto and incorporated herein by this reference, are exempt surplus land under Government Code Section 54221(f)(1)(D) in that the Properties will be transferred to the City for the purposes established in Government Code Section 54221(d).

4. Staff is authorized to proceed with the steps necessary or appropriate to effectuate the purposes of this Resolution.

5. The Properties are not (i) within a coastal zone, (ii) adjacent to a historical unit of the State Parks System, (iii) listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places, or (iv) within the Lake Tahoe region as defined in Government Code Section 66905.5, and therefore the Successor Agency is not required to issue a Notice of Availability of the Properties for open space purposes pursuant to Government Code Section 54221(f)(2).

6. The actions described in this Resolution are not subject to California Environmental Quality Act ("CEQA") because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. This action declares the Properties exempt surplus land and directs staff to effectuate the purpose of this Resolution. This is administrative activity of government which will not result in direct or indirect physical changes to the environment. No commitment to any project is being made at this time. CEQA review requirements must be completed before any commitment to a project occurs and appropriate environmental review pursuant to CEQA will be completed at such time.

7. This Resolution shall take effect from and after the date of its passage and adoption.

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PASSED, APPROVED AND ADOPTED THIS ____ DAY OF _____, 2022, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

ATTEST: John C. Zaragoza, Chairman

_____

Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

_____

Stephen M. Fischer, General Counsel

EXHIBIT A

LEGAL
DESCRIPTION

APN 201-0-272-200

The east one-half of Lot Ten (10) in Block "D", of the T.A. Rice Tract, as the same are designated and delineated upon that certain map entitled, "Rice Tract, map of subdivision of lands of T. A. Rice, part of Subdivision 31 of the Rancho El Rio de Santa Clara o' La Colonia, Ventura County, California", and filed in the office of the County Recorder of said Ventura county on the 14th day of February A.D. 1899. Said land having a 25 foot frontage on the Westerly line of Meta Street in said City of Oxnard, and having a depth of 75 feet, being the real property located 631 Meta St., Oxnard, California.

APN 201-0-272-170

Lots 2 and 3, Block "D", according to the map entitled "Rice Tract, Map of Subdivision of lands of T. A. Rice", in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County of February 14, 1889, in book 1A, page 34 of Miscellaneous Records.

RECORDING REQUESTED BY:

Oxnard Community Development
Commission Successor Agency
Attn: Adam Smith, MPA, Project Manager
City Manager's Office
300 West Third Street, Fourth Floor
Oxnard, CA 93030

WHEN RECORDED, MAIL TO AND SEND
TAX STATEMENTS TO:

City of Oxnard
Attn: Rose Chaparro, City Clerk
City Clerk's Office
300 West Third Street, Fourth Floor
Oxnard, CA 93030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Parcel Number(s): 201-0-272-170

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per California Government Code §27383

Exempt from Payment of Documentary Transfer Tax per California Revenue and Taxation Code Section 11922 (Governmental agency acquiring title)

GRANT DEED

FOR VALUABLE CONSIDERATION, including the payment of $1, receipt of which is hereby acknowledged, the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, herein called the "**Grantor**", acting to carry out the Long Range Property Management Plan (the "**LRPMP**") approved by the California Department of Finance on December 31, 2015 in accordance with Chapter 9 (commencing with Section 34191.1) of Part 1.85 of Division 24 of the California Health and Safety Code, and for other public purposes, hereby grants to the CITY OF OXNARD, a municipal corporation, herein called the "**Grantee**", the real property legally described in the Legal Description attached hereto as Exhibit A, incorporated herein by this reference (the "**Property**"), in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed (this "**Grant Deed**").

Whenever the term "Grantee" is used in this Grant Deed, such term shall include any and all successors and assigns of the Grantee in and to the Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance with LRPMP. The Property is conveyed in accordance with the LRPMP.

2. Nondiscrimination. The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In Deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In Leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In Contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1,

subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land."

3. Violations do not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the Property, or any interest therein or any portion thereof, shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. Covenants Run with Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

5. Covenants for Benefit of Grantor. All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against the Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

6. Revisions to Grant Deed. Both the Grantor, its successors and assigns, and the Grantee and the Grantee's successors and assigns in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Grantee and the Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside a Redevelopment Project Area, or any person or entity having any interest in any other such realty. No amendment to a Redevelopment Plan shall require the consent of the Grantee.

7. No Merger. None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to

obligations to be performed, kept or observed by the Grantee or the Grantor in respect to the Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

8. Administration. Whenever a reference is made in this Grant Deed to an action, finding, determination or approval to be undertaken by the Grantor, the Executive Director of the Grantor or designee is authorized to act on behalf of the Successor Agency unless specifically provided otherwise or the context should require otherwise. Notwithstanding the foregoing, the Executive Director of the Grantor may in his or her sole and absolute discretion refer any matter to the Successor Agency Board of Directors for action, direction or approval.

[*Signatures on Next Page*]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 202__.

"GRANTOR"

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY,
a public body, corporate and politic

Dated: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Kane, Ballmer & Berkman
Successor Agency Special Counsel

"GRANTEE"

CITY OF OXNARD,
a municipal corporation

Dated: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION

APN 201-0-272-170

Lots 2 and 3, Block "D", according to the map entitled "Rice Tract, Map of Subdivision of lands of T. A. Rice", in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County of February 14, 1889, in book 1A, page 34 of Miscellaneous Records.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 202__, from the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, to the CITY OF OXNARD, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Oxnard pursuant to authority conferred by the City Council through Resolution No. ____ adopted on _____, 2022, and the Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

CITY OF OXNARD,
a municipal corporation

Dated: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

RECORDING REQUESTED BY:

Oxnard Community Development
Commission Successor Agency
Attn: Adam Smith, MPA, Project Manager
City Manager's Office
300 West Third Street, Fourth Floor
Oxnard, CA 93030

WHEN RECORDED, MAIL TO AND SEND
TAX STATEMENTS TO:

City of Oxnard
Attn: Rose Chaparro, City Clerk
City Clerk's Office
300 West Third Street, Fourth Floor
Oxnard, CA 93030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Parcel Number(s): 201-0-272-200

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per California Government Code §27383

Exempt from Payment of Documentary Transfer Tax per California Revenue and Taxation Code Section 11922 (Governmental agency acquiring title)

GRANT DEED

FOR VALUABLE CONSIDERATION, including the payment of $1, receipt of which is hereby acknowledged, the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, herein called the "**Grantor**", acting to carry out the Long Range Property Management Plan (the "**LRPMP**") approved by the California Department of Finance on December 31, 2015 in accordance with Chapter 9 (commencing with Section 34191.1) of Part 1.85 of Division 24 of the California Health and Safety Code, and for other public purposes, hereby grants to the CITY OF OXNARD, a municipal corporation, herein called the "**Grantee**", the real property legally described in the Legal Description attached hereto as Exhibit A, incorporated herein by this reference (the "**Property**"), in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed (this "**Grant Deed**").

Whenever the term "Grantee" is used in this Grant Deed, such term shall include any and all successors and assigns of the Grantee in and to the Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance with LRPMP. The Property is conveyed in accordance with the LRPMP.

2. Nondiscrimination. The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In Deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In Leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In Contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1,

subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land."

3. Violations do not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the Property, or any interest therein or any portion thereof, shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. Covenants Run with Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

5. Covenants for Benefit of Grantor. All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against the Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

6. Revisions to Grant Deed. Both the Grantor, its successors and assigns, and the Grantee and the Grantee's successors and assigns in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Grantee and the Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside a Redevelopment Project Area, or any person or entity having any interest in any other such realty. No amendment to a Redevelopment Plan shall require the consent of the Grantee.

7. No Merger. None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to

obligations to be performed, kept or observed by the Grantee or the Grantor in respect to the Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

8. Administration. Whenever a reference is made in this Grant Deed to an action, finding, determination or approval to be undertaken by the Grantor, the Executive Director of the Grantor or designee is authorized to act on behalf of the Successor Agency unless specifically provided otherwise or the context should require otherwise. Notwithstanding the foregoing, the Executive Director of the Grantor may in his or her sole and absolute discretion refer any matter to the Successor Agency Board of Directors for action, direction or approval.

[*Signatures on Next Page*]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 202__.

"GRANTOR"

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY,
a public body, corporate and politic

Dated: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Kane, Ballmer & Berkman
Successor Agency Special Counsel

"GRANTEE"

CITY OF OXNARD,
a municipal corporation

Dated: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION

APN 201-0-272-200

The east one-half of Lot Ten (10) in Block "D", of the T.A. Rice Tract, as the same are designated and delineated upon that certain map entitled, "Rice Tract, map of subdivision of lands of T. A. Rice, part of Subdivision 31 of the Rancho El Rio de Santa Clara o' La Colonia, Ventura County, California", and filed in the office of the County Recorder of said Ventura county on the 14th day of February A.D. 1899. Said land having a 25 foot frontage on the Westerly line of Meta Street in said City of Oxnard, and having a depth of 75 feet, being the real property located 631 Meta St., Oxnard, California.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 202__, from the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, to the CITY OF OXNARD, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Oxnard pursuant to authority conferred by the City Council through Resolution No. ____ adopted on _____, 2022, and the Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

CITY OF OXNARD,
a municipal corporation

Dated: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
City Attorney

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State of California)
County of _____)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CITY OF OXNARD CALIFORNIA

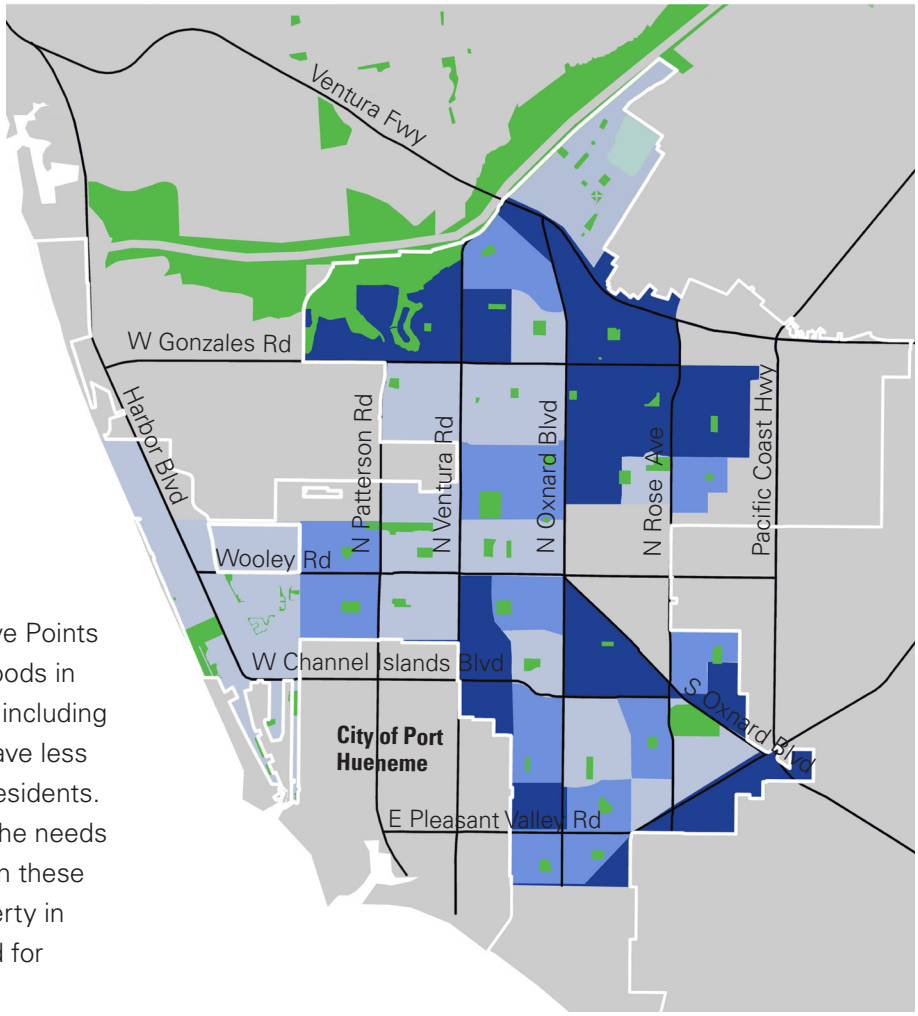
CITY OF OXNARD PARKS & RECREATION MASTER PLAN

FEBRUARY 2021

Park Acres Per 1,000 Residents

Park Acres per 1,000 Residents by Block Groups

- <1 acre
- 1 to 3 acres
- >3 acres
- Parks and Open Space
- Retention Basin
- City of Oxnard Boundary



The city's most significant gap is the Five Points neighborhood. Several other neighborhoods in the center and eastern edge of the city, including Tierra Vista, Mar Vista and Redwood, have less than one acre of park space per 1,000 residents. This is not enough park space to meet the needs of the city's current population density in these areas. It is unknown at this time if property in these areas could be potentially secured for additional space.

Source: www.parksforcalifornia.org/parkaccess

0 1 Mile 2 Miles 4 Miles

OXNARD PARK AMENITIES PER POPULATION STATISTICS

53 Parks

200,000 People

8 Soccer Fields Per 200,000 Residents

47 Basketball Courts Per 200,000 Residents

37 Baseball Diamonds Per 200,000 Residents

177 Picnic Shelters Per 200,000 Residents

15 Volleyball Courts Per 200,000 Residents

48 Playgrounds Per 200,000 Residents

1 Public Swimming Pool per 200,000 Residents

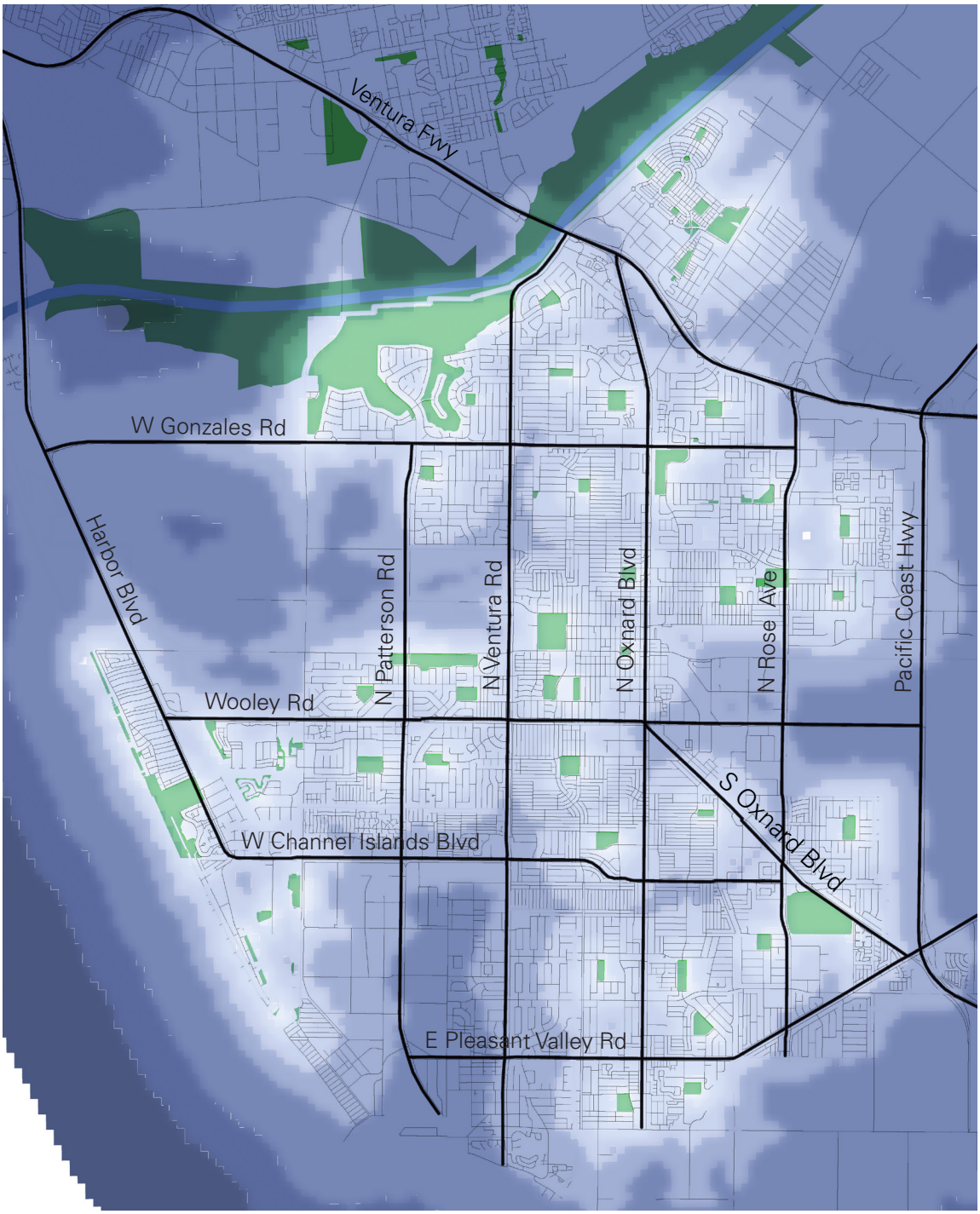
7 Community Centers Per 200,000 Residents

10 Park Jogging Paths per 200,000 Residents

37 Park Restrooms Per 200,000 Residents

More Detail Provided in Recreation Comparison Table

PARK WALKABILITY FROM RESIDENTIAL COMMUNITIES



The majority of Oxnard's neighborhoods are within a half a mile walk of a park. However, some communities in the southern regions of Oxnard are closer to one mile from a park. The neighborhoods that have a higher walk time to any major park should be considered first for new parks and recreation spaces.

Park Walkability in Miles

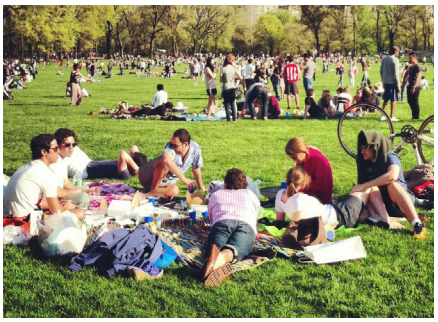
- 0' to 100'
- 100' to 500'
- 500' to .25 mile
- .25 to .5 mile
- .5 to 1 mile
- 1 to 3 miles
- 3 to 5 miles
- 5+ miles

Focus On Existing Parks Before Adding More

Oxnard has fewer parks than the national average. However, when considering the City's position between the coast, Ormond Beach, and the Santa Clara River, there are many opportunities for outdoor recreation. The diagram in Chapter 3 (p. 24) supports this, showing that the coverage of public parks (per mileage radius) leaves service gaps in areas that need more park space even if you include the future Sports Park and Campus Park. As Oxnard has a difficult time managing its existing parks, the City should focus funding on improving what they already have.

The beach could be a greater resource for the City if it were more accessible and programmed.

FOCUS ON OXNARD'S EXISTING PARKS AND OPEN SPACES



The City should build Campus Park and Sports Park, and finish College Park while continuing to plan small neighborhood parks for neighborhoods that lack park acreage. Both developments will be a resource for the entire community, prioritizing their needs for funding and maintenance resources.

Incorporate diverse programming into existing parks to attract more people and take full advantage of the current park acreage. Programs include public agriculture, community gardens, habitats, and orchards.

The City should consider privatized parks/open spaces as a way to supplement the amount of park space the City can maintain.

Oxnard Community Development Commission Successor Agency

REVISED Long-Range Property Management Plan

Prepared By

City of Oxnard Community Development Department

Contact Person
Kymberly R. Horner
Economic Development Director

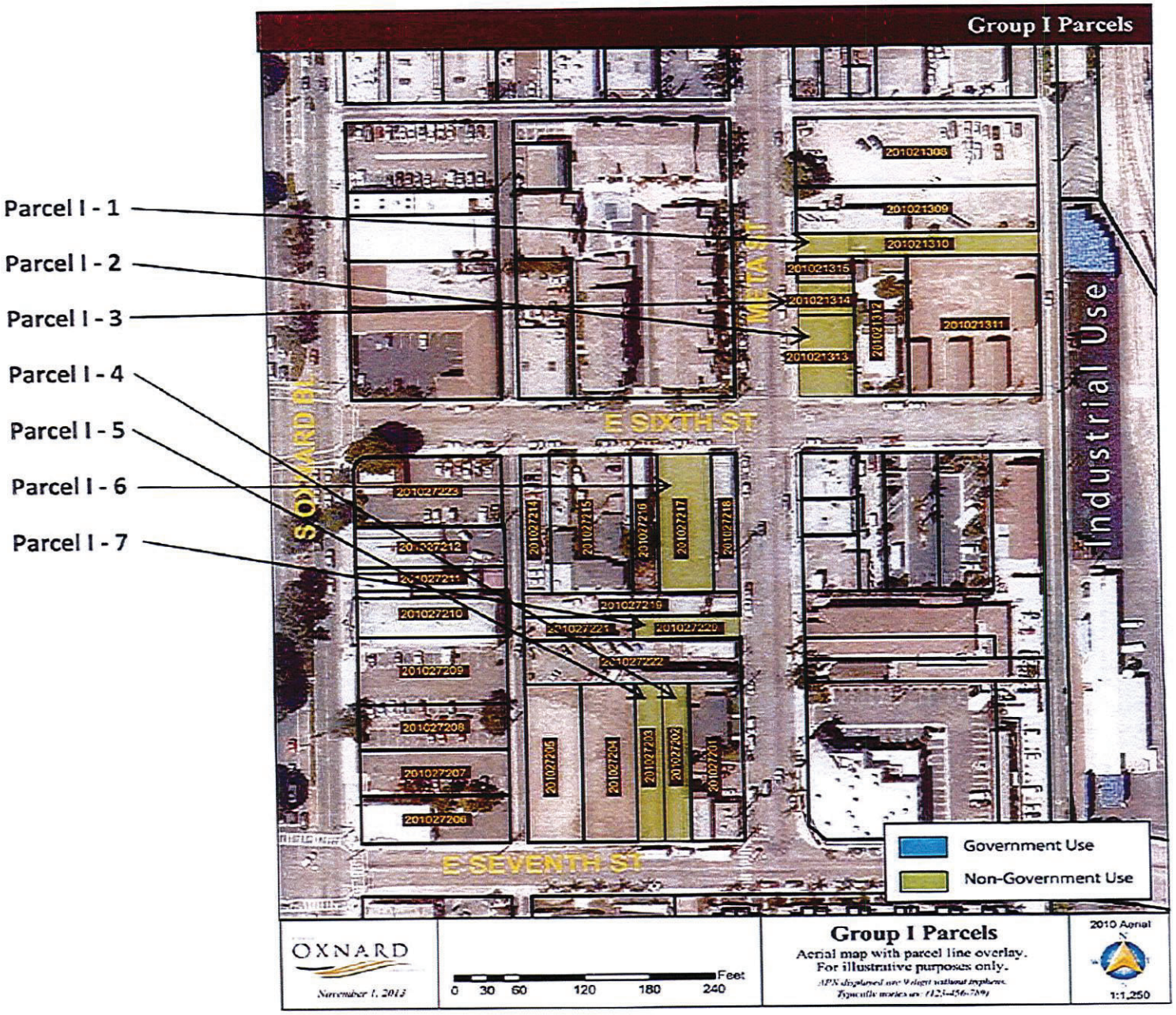
Revised LRPMP Approved by:
Oxnard Community Development Commission Successor Agency

By Resolution: No. 18 Date: October 20, 2015

Revised LRPMP Approved by:
Oversight Board to the Oxnard Community Development Commission Successor Agency

By Resolution: No. 65 Date: November 2, 2015

Oxnard Community Development Department
214 South C Street
Oxnard, CA 93030
805.385.7407
Fax 805. 385.7408
www.ci.oxnard.ca.us


Group I Parcels
Parcel I - 1
Parcel I - 2
Parcel I - 3
Parcel I - 4
Parcel I - 5
Parcel I - 6
Parcel I - 7
E SIXTH ST
E SEVENTH ST
S OXNARD RD
META ST
Industrial Use
201021308
201021309
201021310
201021315
201021314
201021312
201021311
201021313
201027223
201027212
201027211
201027210
201027209
201027208
201027207
201027206
201027214
201027215
201027216
201027217
201027218
201027219
201027221
201027220
201027222
201027205
201027204
201027203
201027202
201027201
Government Use
Non-Government Use
OXNARD
November 1, 2013
Feet
0 30 60 120 180 240
Group I Parcels
Aerial map with parcel line overlay.
For illustrative purposes only.
2010 Aerial
N
1:1,250

Group I

Parcels Located Near Meta Street Intersections with Sixth Street and Seventh Street

Parcels in Group I are vacant parcels and are designated for sale. All parcels are included within the City's Downtown Strategic Plan.

Assessor's Parcel No.	**201-0-213-100**	**Parcel ID No.**	**I - 1**
Address	538 South Meta Street		
Lot Size	5,628 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	May 18, 1990		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	$28,140 (Estimate pursuant to Broker Opinion of Value)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is vacant.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		

Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.

Assessor's Parcel No.	**201-0-213-130**	**Parcel ID No.**	**I - 2**
Address	No address assigned		
Lot Size	4,513 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	December 30, 1986		
Value at Time of Acquisition	$18,000		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	$90,260 (Estimate pursuant to a Broker Opinion of Value)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is vacant.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		

Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.

Assessor's Parcel No.	201-0-213-140	Parcel ID No. I - 3
Address	544 Meta Street	
Lot Size	1,825 sq.ft.	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	November 15, 1990	
Value at Time of Acquisition	$23,000	
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan	
Estimated Current Value	$36,500 (Estimate pursuant to a Broker Opinion of Value)	
Lease, Rental or other Revenues	No revenue is realized from this lot.	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.	
History of Environmental Contamination	No evidence of environmental contamination on record.	
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development	
History of Development Activity or Proposals	Lot is vacant.	
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.	
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.		

Assessor's Parcel No.	201-0-272-020	Parcel ID No. I - 4
Address	544 Meta Street	
Lot Size	4,299 sq.ft.	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	October 4, 1988	
Value at Time of Acquisition	Unknown	
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan	
Estimated Current Value	$42,990 (Estimate pursuant to Broker Opinion of Value)	
Lease, Rental or other Revenues	No revenue is realized from this lot.	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.	
History of Environmental Contamination	No evidence of environmental contamination on record.	
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development	
History of Development Activity or Proposals	Lot is vacant.	
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.	
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.		

Assessor's Parcel No.	201-0-272-030	Parcel ID No. I - 5
Address	No address assigned	
Lot Size	4,299 sq.ft.	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	December 30, 1986	
Value at Time of Acquisition	$16,000	
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan	
Estimated Current Value	$42,990 (Estimate pursuant to Broker Opinion of Value)	
Lease, Rental or other Revenues	No revenue is realized from this lot.	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.	
History of Environmental Contamination	No evidence of environmental contamination on record.	
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development	
History of Development Activity or Proposals	Lot is vacant.	
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.	
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.		

Assessor's Parcel No.	201-0-272-170	Parcel ID No. I - 6
Address	144 E. Sixth Street	
Lot Size	7,404 sq.ft.	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	December 30, 1986	
Value at Time of Acquisition	$32,000	
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan	
Estimated Current Value	$111,060 (Estimate pursuant to Broker Opinion of Value)	
Lease, Rental or other Revenues	No revenue is realized from this lot.	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.	
History of Environmental Contamination	No evidence of environmental contamination on record.	
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development	
History of Development Activity or Proposals	Lot is vacant.	
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.	
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.		

Assessor's Parcel No.	201-0-272-200	Parcel ID No. I - 7
Address	No address assigned	
Lot Size	2,465 sq.ft.	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	January 5, 1989	
Value at Time of Acquisition	$25,000	
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan	
Estimated Current Value	$12,325 (Estimate pursuant to Broker Opinion of Value)	
Lease, Rental or other Revenues	No revenue is realized from this lot.	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.	
History of Environmental Contamination	No evidence of environmental contamination on record.	
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development	
History of Development Activity or Proposals	Lot is vacant.	
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.	
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.		

Exempt Surplus Land Declaration - Successor Agency Meta Street Parcels

Community Services, Public Safety, Housing & Development Committee

October 11, 2022

Adam Smith, Project Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

2

That the Community Services, Public Safety, Housing & Development Committee recommends that the Oxnard Community Development Commission Successor Agency:

1. Adopt a Resolution titled, "A Resolution Of The Oxnard Community Development Commission Successor Agency Declaring Successor Agency Owned Property, As Described Herein, To Be Exempt Surplus Land Pursuant To Government Code Section 54221(F)(1)(D) and Authorizing The Staff To Take Related Actions"; and

2. Enter into two separate Grant Deeds with the City for the transfer of two parcels from the Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard (APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar ($1) each.

RECOMMENDATION

3

That the Community Services, Public Safety, Housing & Development Committee recommends that the City Council:

1. Enter into two separate Grant Deeds with the Successor Agency for the transfer of two parcels from the Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard (APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar ($1) each.

BACKGROUND

4

- On July 28, 2022, the Oxnard Community Development Commission Successor Agency ("Successor Agency") recommended the declaration of two Successor Agency-owned properties (APNs 201-0-272-170 and 201-0-272-200) located on 6th Street and Meta Street in Downtown Oxnard (the "Additional Properties") as "exempt surplus"

- This declaration allows for an "agency use," such as open space and recreational use

THE ADDITIONAL PROPERTIES

5

SURPLUS LAND ACT

6

- Assembly Bill 1486 (the Act) requires a local agency to annually report on surplus land held by the local agency; the Act seeks to improve the process to provide notice of surplus land for affordable housing
- Requires that any land owned in fee simple not necessary for "agency use" be declared surplus prior to disposition of the land
- Agency use = land that is used or planned to be used for the agency's work or operations
- The Successor Agency is being asked to declare the Additional Properties exempt surplus land, which the City will use for open space purposes

GRANT DEED

7

- At the July 28, 2022, Successor Agency meeting, staff advised that a declaration of exempt surplus land by resolution would be presented to the Committee

- While staff at that time indicated that the Successor Agency and City could enter into a purchase and sale agreement for the transfer and sale of the Additional Properties, the Successor Agency also has the authority to transfer ownership to the City through a Grant Deed

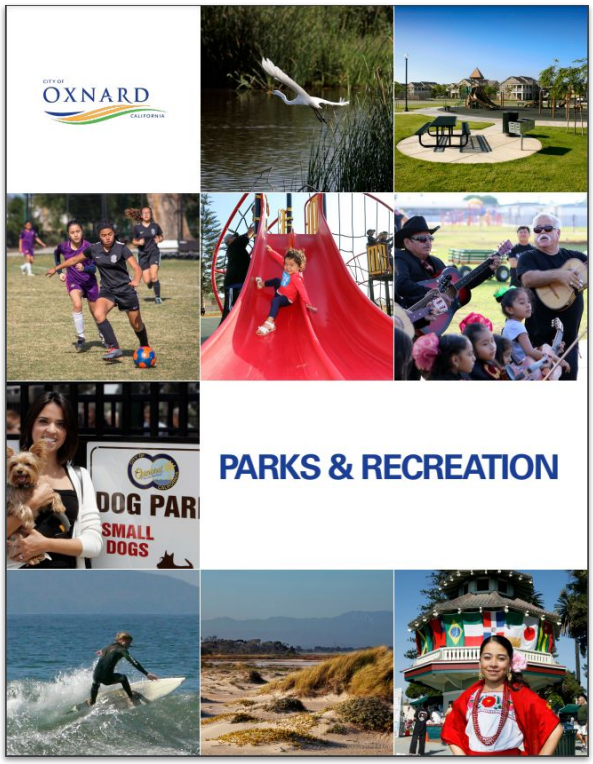
- Doing so would save Successor Agency and City staff administrative time and costs associated with preparing a purchase and sale agreement, publishing hearing notices, conducting a hearing, and opening an escrow

GRANT DEED

8

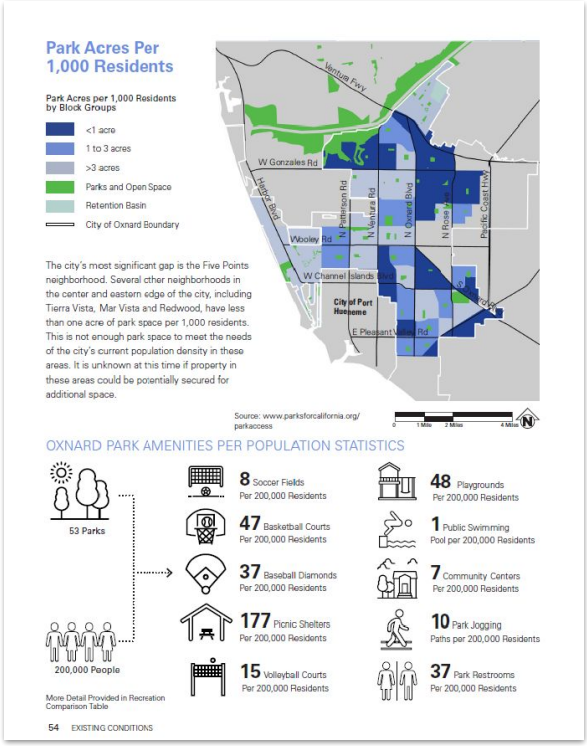
- The transfer of the Additional Properties is for one dollar ($1) each

- The use of each parcel being contemplated as a governmental use public open space



- The Parks Master Plan seeks to guide decision-making for the future development and management of the City's parks, recreation facilities, beaches, and open spaces
- Identifies Five Points as the City's most significant gap in park acres per 1,000 residents, with less than one (1) acre per 1,000 residents

- Plan states that the City "should consider acquiring some of the vacant lots in these areas to develop into parks, when and if resources become available"
- Also states the City "has a difficult time managing its existing parks, the City should focus funding on improving what they already have"



OXNARD PARKS AND RECREATION MASTER PLAN (2021)

11

- Finally, the Parks Master Plan states that "the City should consider privatized parks/open spaces as a way to supplement the amount of park space the City can maintain"
- Concerns for developing a park in Five Points include the lack of continuous open space for recreational activities
- Lack of financial and staff resources and staff in the Public Works Department Parks Division to maintain the existing parks in the City

PARKS, RECREATION, AND COMMUNITY SERVICES COMMISSION

12

- On January 26, 2022, the PRCSC discussed the need for open space or recreational areas for residents in Five Points
- Identified the Additional Properties as potential future locations

PARKS, RECREATION, AND COMMUNITY SERVICES COMMISSION

13

- PRCSC has understood Parks Division concerns on the challenges with maintaining City parks
- Still recommended that staff continue to research options for the acquisition of property due to the limited availability of land in the Five Points area
- On May 25, 2022, the PRCSC approved a recommendation to the City Council to allocate sufficient Measure O, Measure E, or General Funds for the purchase and basic improvement of the Additional Properties to create recreational green space in Five Points and reserve Quimby funds for the development of a park

PARK MAINTENANCE CONCERNS

14

- Currently, the City's Parks Division is responsible for maintaining thirty-eight General Fund parks, maintaining the Citywide street landscapes, landscapes for public facilities, City-owned undeveloped property, Oxnard Beach, and nearly 50,000 trees
- Staff has not been able to complete necessary capital improvements in the parks as a result of the financial cuts from previous fiscal years
- Issues include long-term deferred maintenance, delays in manufacturing and delivery of parts and equipment, competing priorities, and the inability to hire qualified staff

QUIMBY FUNDS

15

- Quimby funds are funds paid by developers to cities in lieu of constructing new parks
- Quimby funds cannot be used for the maintenance of a park but can be used for the acquisition and development of new parks or the improvements to existing ones
- As of September 2022, there was approximately $1.25 million available in Quimby funds allocated to Five Points

NEXT STEPS

16

- With the recommended action, staff will forward the Exempt Surplus Land Act Declaration Resolution and Grant Deed for the Additional Properties to the Successor Agency and City Council for approval (tentatively November 1, 2022)
- Concurrently, per the guidelines established by the Act, staff will submit the resolution declaring the Additional Properties as "exempt surplus land" to California Dept. of Housing and Community Development (HCD) for approval

NEXT STEPS

17

- If these actions are not approved by any of the Ventura County Consolidated Oversight Board (VCCOB), California Department of Finance (DOF), or HCD, then this project would effectively end

- The Successor Agency would have to declare the Additional Properties "surplus land" in accordance with the Act in order to dispose of them, likely subjecting them to affordable housing purposes

NEXT STEPS

18

- If the declaration of the sites as exempt surplus and the Grant Deed to transfer the ownership to the City are approved by the Successor Agency, City Council, VCCOB, DOF, and HCD, park ideas and potential recreational uses to serve the community will need to be explored

- Staff will return to the Committee with information on additional costs for the prospective design, construction, and maintenance of future open space on the Additional Properties

- A landscape architectural firm will need to be contracted to develop biddable plans and specifications with an engineer's cost estimate for the park construction to be bid

NEXT STEPS

19

- Concept and final design will need to be brought before the City Council for final approval
- Due to the already approved parks projects through the CIP and ARPA, there is no timeline associated with these future actions

FINANCIAL IMPACT

20

- With City Council and Successor Agency approval, the Additional Properties will be sold and transferred to the City for one dollar ($1) each
- Per the redevelopment Dissolution Law, net proceeds from the sale of the Properties would be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities

RECOMMENDATION

21

That the Community Services, Public Safety, Housing & Development Committee recommends that the Oxnard Community Development Commission Successor Agency:

1. Adopt a Resolution titled, "A Resolution Of The Oxnard Community Development Commission Successor Agency Declaring Successor Agency Owned Property, As Described Herein, To Be Exempt Surplus Land Pursuant To Government Code Section 54221(F)(1)(D) and Authorizing The Staff To Take Related Actions"; and

2. Enter into two separate Grant Deeds with the City for the transfer of two parcels from the Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard (APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar ($1) each.

RECOMMENDATION

22

That the Community Services, Public Safety, Housing & Development Committee recommends that the City Council:

1. Enter into two separate Grant Deeds with the Successor Agency for the transfer of two parcels from the Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard (APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar ($1) each.

CITY OF
OXNARD
CALIFORNIA

THE END

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.7

DATE: November 1, 2022

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Professional Services Agreement A-8501 for Whistleblower Hotline Services.

RECOMMENDATION

That the City Council approve and authorize the execution of Agreement No. A-8501 with Syntrio, Inc. in the amount of $30,500.00 for a duration of five years to provide whistleblower hotline services.

BACKGROUND

On June 1, 2021, City Council approved a third amendment to extend a consulting services agreement (No. A-7986) with Price Page and Company for whistleblower hotline services. On June 6, 2022, City staff was notified by Price Page that, due to capacity constraints, it would not be able to continue with the existing contract to monitor the whistleblower program. A formal letter was submitted from Price Page to the Chair of the Finance and Governance Committee in accordance with the agreement under the provisions of contract termination.

DISCUSSION

On August 22, 2022, the City solicited a request for proposals (RFP) for whistleblower hotline consultant services. The City's evaluation committee--which was comprised of Councilmember Gabe Teran, City Attorney Steve Fischer, and Deputy City Manager Shiri Klima -- selected Syntrio, Inc. and submitted a letter of intent award on September 19, 2022.

Syntrio is a global leader in governance, risk, compliance, and human resource solutions that helps more than 6,000 organizations improve workplace conditions. Syntrio solutions include a robust employee experience platform, reporting hotline and case management system, and more than 1,000 eLearning courses in Employment Law and Harassment, Ethics and Compliance, Diversity and Inclusion, Health and Safety, Business Skills and Cybersecurity. The whistleblower hotline services provided by Syntrio include:

- A dedicated North American toll-free number & all usage fees;
- 10 standard reporting categories;
- 6 authorized reviewers within the City who will have access to review specific report categories such as fraud, theft, and harassment;
- An unlimited number of reports through multiple reporting channels (Web, Live Agent, Voicemail);
- 24/7/365 reviewer access to the ClearView Connects™ Case Management System to search for, sort, manage, and generate reports;
- Complete implementation of the organization's profile into the ClearView system;
- A virtual dialogue capability allowing complainants to anonymously provide responses to the reviewers' questions and comments; and
- Reviewer training via webinar prior to the official Go Live date.

Syntrio will forward complaints related to HR or anything other than potential fraud, waste and abuse to the appropriate departments. All complaints related to potential fraud, waste and abuse will be sent directly to Vasquez, the City's internal auditor, who will filter the complaints in accordance with the City's Whistleblower Hotline Policy (Attachment 2). More specifically, Vasquez will do an initial review to assess if the matter lacks merit and relevance; if so, Vasquez will document and close the matter. Thereafter, Vasquez will review the complaint for priority according to the following definitions from the City's policy:

1. High Priority: Reasons why allegations may be considered high priority include a safety concern, losses to the City of Oxnard for more or equal to $75,000, criminal activity resulting in a loss of at least $400, high-level involvement, collusion of multiple wrongdoers, a major department-wide issue, or need for immediate action to stop a potential major issue.
2. Medium Priority: Allegations in this category could include a loss to the City of Oxnard for more or equal to $25,000, abuse of authority, medium to low-level employee involvement, minor department-wide issues, or patterns of small problems that could become serious in the aggregate.
3. Low Priority: Allegations in this category could include a loss to the City of less than $25,000, isolated instances of time abuse, wasteful practices that would lead to limited gains in efficiencies if corrected, or allegations that lack credibility and evidence. However, if the same or similar issues were reported multiple times, low priority items may become more of a priority.

The Internal Auditor will keep a running list, shared with the Chair of the Finance and Governance Committee, City Manager's office, and the City Attorney's office of the complaints as they are received and the priority of those complaints unless any one of those complaints implicated the Chair, City Manager's office or City Attorney's office (in which case the relevant individual or department would be omitted from learning of that complaint). The Internal Auditor would then immediately investigate all high priority complaints and discuss the prioritization of investigating medium and low priority complaints. Staff from the City Manager's or City Attorney's office will present a summary of the whistleblower complaints to the Committee at least every six months, and the Internal Auditor will present investigative findings with recommendations as they occur to the Committee and Council.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is funding in the General Fund Non-Departmental professional contract (Account 101-1001-801.-82-09) in Fiscal Year 2022-23 to cover the estimated costs for the remainder of the current fiscal year. Funding for future years' costs will be included in the respective budgets of each Fiscal Year (2023-24, 2024-25, 2025-26, and 2026-27).

Agreement Term (Calendar Year)	2022 & 2023	2024	2025	2026	2027	**Total Agreement**
Annual Subscription Fee	$6,000	$6,000	$6,000	$6,250	$6,250	**$30,500**

COMMITTEE OUTCOME

This item is scheduled to be presented to the Finance and Governance Committee on October 25, 2022. At the time of this City Council agenda's publication, the agreement had not been presented to the Committee. An update on the Committee's outcome will be provided during the November 1, 2022 City Council meeting.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. A-8501 Syntrio Agreement For Professional Services 10.25.22 Amended
2. Whistleblower Hotline Policy

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: November 2, 2022

(2) Consultant: Syntrio, Inc

(3) Services: This agreement is for whistleblower hotline consulting services.

(4) Schedule of Services: N/A

(5) Agreement Ending Date: December 31, 2027

(6) Total Agreement Amount: $30,500.00

(7) City's Project Manager: Shiri Klima, Deputy City Manager

(8) Consultant's Project Manager: Katie Hinds, Account Executive

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

Syntrio, Inc.
500 Lake Cook Road, Suite 350
Deerfield, IL 60015
Attn: Katie Hinds, Account Executive

FOR CITY:

City of Oxnard,
City Manager's Office
300 West Third Street
Oxnard, CA 93030
Attn: Shiri Klima, Deputy City Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER: khinds@syntrio.com

CITY'S PROJECT MANAGER: shiri.klima@oxnard.org

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

X Scope of Services Exhibit
X Rates and Costs Exhibit
X Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

6. Invoices. The parties agree to an annual payment schedule during the term of this Agreement. Consultant shall submit an annual invoice to City thirty (30) days prior to the beginning of each calendar year during the term of this Agreement. The invoice shall list the Services to be provided, costs of those Services, and total amount due for the year. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the years remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org. City shall issue payment to Consultant within 45 days of receipt of invoice.

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

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

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

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

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost,

Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

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

13. Termination. City or Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 60 days written notice prior to the beginning of each new calendar year during the Term of this Agreement. Such termination shall be effective at the expiration of the 60 day notice period, unless otherwise specified in the notice. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent

required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

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

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

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

16. Documents and Materials.

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

proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant

has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

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

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

facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

X John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

SYNTRIO, INC.

Victoria Richardson, Chief Financial Officer Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

10/25/2022
Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES EXHIBIT

A. Toll Free Hotline

1. The Consultant ("Hotline Administrator") shall provide a toll-free hotline number that will be unique to the City and the number will be retained by or transferred to the City after completion or termination of the contracted service.
2. Calls to the hotline must be answered by a live intake representative 24 hours a day, 7 days a week, and 365 days a year. The Hotline Administrator shall have sufficient staffing and technical capacity to answer multiple calls simultaneously.
3. The Hotline Administrator shall provide representatives who are fluent in a variety of languages. The hotline shall include English, French, Chinese, Tagalog and Spanish.
4. Complainants shall be given the option to remain anonymous. Where this option is selected, the anonymity of hotline complainants shall be protected. Calls will not be recorded and caller identification information will not be maintained.
5. The complainant shall be provided with an option to provide and receive follow-up communication regarding his or her complaint.
6. All telephone-based complaints shall be entered into the Hotline Administrator's electronic case management system within three (3) hours of its receipt of the complaint.
7. Allegations submitted telephonically must be appropriately routed to the designated City contact(s) by the Hotline Administrator within three (3) hours of the submission.

B. Internet-based Complaint Reporting System

1. Hotline Administrator shall provide an internet-based complaint reporting system integrated with the toll-free telephone hotline.
2. The Hotline Administrator shall provide an internet-based reporting system through a secure website, customized for the City.
3. The website shall include a standardized web form allowing the complainant to submit allegations through the website.
4. All web-based complaints shall be entered into the Hotline Administrator's electronic case management system within three (3) hours of its receipt of the complaint.
5. Allegations submitted via the website must be read and appropriately routed to the designated City contact(s) by the Hotline Administrator within three (3) hours of the submission.
6. Complainants shall be provided with the option to receive follow-up communication regarding complaints.
7. Complainants shall be given the option to remain anonymous. Where this option is selected, the anonymity of online complainants shall be protected. IP addresses will not be tracked for complaints submitted via the website.
8. The website shall be accessible to persons with disabilities, including, but not limited to, accessible elements such as alt tags, long descriptions, and/or captions for photos, graphics, scanned images, and video. Documents posted on the website should be in HTML or a text-based format [even if posted in another format, such as Portable Document Format (PDF)], in order to be read by reader software. Online forms and tables should also be accessible.

C. Mail Service

1. The Hotline Administrator shall provide a mailing address for submitting complaints that will be unique to the City.
2. Mail sent to the hotline mailing address must be reviewed by a live intake representative in all days and hours that the United States Postal Service is operating and delivering mail.
3. All mail-based complaints shall be entered into the Hotline Administrator's electronic case management system within three (3) hours of its receipt of the complaint.
4. Allegations submitted by mail must be appropriately routed to the designated City contact(s) by the Hotline Administrator within three (3) hours of the submission.
5. The complainant shall be provided with an option to provide and receive follow-up communication regarding his or her complaint.

D. Staff

1. Intake representatives shall be trained to capture sufficient information from complainants upon which to initiate an investigation into the complaints and to ask questions as appropriate to solicit this information.
2. Intake representatives shall be trained in delivering excellent customer service and shall maintain a courteous and professional demeanor with complainants at all times.
3. Intake representatives shall be trained in recognizing when a complaint is a life-threatening emergency and shall inform the complainant to contact 911.
4. The Hotline Administrator shall provide a dedicated account representative as the single point of contact for any Contract and technical issues. The representative shall be a Hotline Administrator senior staff member.

E. Integrated Case Management System

1. The Hotline Administrator shall provide an integrated Case Management System ("System") in which all complaints can be tracked.
2. The system shall generate and deliver an electronic notification to the City of all new complaints, including a complaint summary, within three (3) hours of a new case being created in the system.
3. At a minimum, the complaint summary will include the date and time the complaint was submitted, the method the complaint was reported (via hotline, online or mail), a detailed description of the nature of the complaint, whether the complainant has selected the option for follow-up communication, and the priority of the complaint (low, medium or high, as defined in the City's policy), and the status of the matter.
4. If so requested by the complainant, the complaint summary will be anonymous as to the identity of the complainant.
5. The system shall generate and deliver an electronic notification to the City of all subsequent and follow up communication between the Hotline Administrator and the complainant within three (3) hours of said communication being entered into the system.
6. The system shall track initial complaints and any subsequent follow-up contact with complainants on the same allegations.
7. The system shall allow a designation of a broad case type including but not limited to fraud, waste, and abuse, employment/ HR related, or management issues.

8. The system shall allow the City to input and track complaints received directly by the City into the system.
9. The system shall automatically assign a unique case number to each new complaint. Case numbers shall be assigned in a systematic and serialized manner.
10. The system shall allow a system administrator from the City to assign specific cases to other users within the system for investigation.
11. The system shall allow the assigned City investigator (currently a consultant) to input status information into the system.
12. The system shall provide the ability to set a reminder for needed actions for specific cases.
13. The system shall report within 24 hours to the City investigator, a representative of the City Attorney's office and a representative of the City Manager's office any new complaint unless the City Attorney or City Manager's offices are implicated in that complaint, in which case the implicated office shall be omitted from the notification (even if the specific representative is not implicated).
14. The system shall allow the City to have a minimum of three (3) system administrators with full system access and rights to the City's data and the ability to add new users and assign access rights and twenty (20) end users with varying levels of system access and rights.
15. The system shall provide for the indefinite storage of the City's complaint and investigative data in accordance with California record retention requirements for local governments.
16. The system shall provide a method for the City to communicate with intake representatives regarding specific cases, including providing follow-up information and questions to be shared with the complainants by the intake representative.
17. The system shall include the ability to reflect the status of a particular case, at a minimum allowing the case to be reflected as open, in progress, or closed.
18. The system shall allow for the creation and downloading of reports at minimum levels of monthly, quarterly, annually, and year-to-date program activity. These reports shall be easily sortable by a variety of fields including date, nature of the complaint, and length of time from the initial complaint intake to when the case was reflected as closed in the system. These reports may be provided by the Hotline Administrator to the City electronically or run and downloaded by the City's system administrators.
19. The system shall be searchable based upon login security rights.

F. Communication

1. The Hotline Administrator shall provide the City with communication tools and other materials to promote and advertise the hotline including posters, business cards and brochures customized to the City for residents, non-resident concerned parties, and employees of the City.

2. The Hotline Administrator shall provide periodic reports to the City Council's Finance and Governance Committee, at least every six months, including a list of the allegations received through the Hotline, including the priority assigned and the status or disposition of each reported allegation.

G. Technical Support and Requirements

1. The Hotline Administrator shall provide dedicated support from the client services team for program set up, initial and periodic refresher system training, and on-going system maintenance.
2. The toll-free hotline must be accessible to persons with disabilities, including but not limited to individuals who use Text Telephone (TTY) and the Telecommunications Relay Service (TRS).
3. The Hotline Administrator shall ensure the network security and privacy of all City data maintained in the system. Administrator shall regularly patch and maintain its technology infrastructure, platforms, systems, and system components including the decommissioning and removal of end of life software and hardware prior to end-of-life date.
4. The Hotline Administrator shall maintain adequate capacity on its network during the Contract term to meet the City's usage needs
5. The Hotline Administrator shall provide a copy of its most current SOC 2 (Service Organizations Controls) compliance report and most recent network penetration test results.
6. The Hotline Administrator shall, upon City request, provide the City with a copy of City's data in a mutually agreed upon format within 60 days of contract termination.
7. The Hotline Administrator shall immediately report any breach of City's data to the City's Chief Information Officer. The report must identify all compromised and/or exposed records, sensitive data, incident details, remediation action plan, and regular progress/status updates.

RATES AND COSTS EXHIBIT

Agreement Term	2022 & 2023	2024	2025	2026	2027
Annual Subscription Fee	$6,000 USD	$6,000 USD	$6,000 USD	$6,250 USD	$6,250 USD

Pricing above indicates a total contract value of $30,500. The annual subscription fee for the City would include:

- 6 Authorized Reviewers within The City (who will have access to review specific report categories – e.g. Fraud, Theft, Harassment, etc.);
- 10 standard Reporting Categories;
- An unlimited number of reports through multiple reporting channels (Web, Live Agent, Voicemail);
- A dedicated North American toll-free number & all usage fees;
- 24/7/365 Reviewer access to the ClearView ConnectsTM Case Management System to search for, sort, manage,and generate reports;
- Complete implementation of your organization's profile into the ClearView system;
- A virtual dialogue capability allowing complainants to anonymously provide responses to the Reviewers' questions and comments; and
- Reviewer training via webinar prior to the official 'Go Live' date.
- All else required by this Agreement and the Scope of Services Exhibit.

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

7/6/2022

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

INSURED

COMPANIES AFFORDING INSURANCE COVERAGE

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE	$1,000,000
					PRODUCTS COMP/OP AGG .	$1,000,000
					PERSONAL & ADV. INJURY	$1,000,000
					EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$
					MED. EXPENSE (Any one person)	$
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT	$1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	$1,000,000
					DISEASE-POLICY LIMIT	$1,000,000
					DISEASE-EACH EMPLOYEE	$1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage	$1,000,000
					Each consultant/ & listed sub-consultant	$500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

COVERAGES

LIABILITY LIMITS IN THOUSANDS $

	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. ISSUE DATE (MM/DD/YY)

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to
coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

7. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

8. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

10. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

11. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
    a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
    b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT 1
City of Oxnard Whistleblower Hotline Policy

WHISTLEBLOWER PROTECTION

The City will take all appropriate steps to thoroughly evaluate any allegations of improper governmental action that are brought to its attention. No City official or employee shall take retaliatory action against any employee or member of the public who, based on a good faith belief, has made a complaint or allegation concerning improper governmental action. Any individual who files a complaint may elect to have their identity kept confidential to the extent permitted by law unless the employee waives confidentiality in writing. The City shall establish a Whistleblower Hotline in order to receive and investigate allegations of possible City Fraud, Waste, and Abuse. This policy reflects the City's ongoing commitment to support open, ethical, accountable, and transparent local government.

Purpose

It is the purpose of this policy to 1) encourage employees and members of the public to report information concerning any allegedly improper governmental action or subsequent retaliation by the City's officers or employees by providing them protection against retaliation, and 2) reinforce the expected values and behaviors of City officials and employees because of their role as guardians of the public trust and resources.

Procedures

The following procedures aim to ensure accountability by creating a consistent and logical method for receiving and tracking allegations received through the Whistleblower Hotline. These procedures describe how the Internal Auditor and others involved in the reporting process will handle these allegations. Additionally, the procedures lay out a risk-based approach for using the Internal Auditor's limited resources to investigate the allegations that could place the City of Oxnard at the greatest risk.

Receiving Allegations

City staff or members of the public may submit allegations by either calling the Whistleblower Hotline's toll-free number, **1-***-***-****,** or by completing the online form located at https://www.**********. In addition, individuals may also submit allegations directly to the Internal Auditor. Any individual who
files a complaint may elect to have their identity kept confidential. The individual's identity will be kept confidential to the extent permitted by law unless the individual waives confidentiality in writing. Information can be submitted in person, over the phone, by voicemail, by e-mail, or by mail. The following provides the general procedure for receiving allegations.

In-Person or Phoned-In A/legations

Persons responsible for intake of allegations should adhere to the following procedures:

1. Ask about the subject of the allegation to ensure that the complainant is reporting to the correct entity. Determine if the allegation is about a City Department, Employee, Vendor, or Contractor; or if the complaint would fall under another jurisdiction.
   - If the allegation is not related to City government (for example, it is about a State or County

Employee), refer the complainant to other relevant reporting options. See Reporting Options table. Enter the information in the Intake Log with a note about which entity the complainant was referred to.

2. If the allegation is about a City Department, Employee, Vendor, or Contractor, start a conversation with the complainant about the allegation.
3. After obtaining a basic understanding of the allegation, if the complainant had not already provided his or her name, ask for their name and contact information. Discuss the complainant's preference about remaining anonymous. Note this information on the Intake Form. Persons receiving allegations may enter notes on paper or directly into the electronic form.
4. After gathering this information, continue the conversation about the allegation. Ask the questions from the Intake Form, if appropriate. However, use your discretion to ask additional questions. The form's questions are meant to be used as a tool to aid the conversation and to solicit possible additional evidence.
5. After completing the conversation, enter/review Intake Form notes and save the file on the Investigations database.
6. Log the allegation information on the Intake Log.
7. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

Voicemail Allegations

1. Listen to the voicemail.
2. Log the allegation information on the Intake Log.
3. Complete the Intake Form.
4. If necessary and contact information is available, seek additional information by using any contact information that the complainant provided.
5. If contact is made, update the Intake Form to reflect additional information.
6. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

E-mailed or Mailed-In Allegations

1. Read the e-mail or letter.
2. Log the allegation information on the Intake Log.
3. Complete the Intake Form.
4. If necessary and contact information is available, seek additional information by using any contact information that the complainant provided.
5. If contact is made, update the Intake Form to reflect additional information.
6. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

Screening for Merit and Relevance

The Whistleblower Hotline is open to the public at large. As such, it welcomes an expansive range of complaints. Therefore, it is important to consider, during the interview process, how the allegation may

relate to waste, fraud, or abuse by the City or its Employees. To do this, intake staff should think broadly about how the provided statements could tie into a related matter. Allegations, from a cursory review, could appear to lack in merit or relevance due to a myriad of reasons. However, upon a thorough and professional evaluation, they may point to an issue that puts the City at risk, which merits further investigation. However, cases that lack merit and relevance, as determined by insubstantial statements, should be documented and closed as 'Dismissed: Does Not Appear to Have Merit' in the Whistleblower Intake Log in order to preserve Internal Auditor resources. Taking these necessary steps protects the integrity of the Whistleblower Hotline and efficiently preserves public resources for matters that have merit and relevance.

Allegations

The Intake Log and Intake Form requires Internal Auditor staff conducting the intake to rate the priority of the complaint using "low," "medium," and "high." This method is to help the Internal Auditor prioritize its investigations by targeting overall risk to the City of Oxnard. Any allegations that are rated "medium" or "high" should be presented to the City's Internal Auditor or relevant Internal Auditor staff as soon as practicable. Those rated "low" can be discussed during periodic hotline discussions. The following provides guidance about rating allegations:

High Priority

Reasons why allegations may be considered high priority include a safety concern, losses to the City of Oxnard for more or equal to $75,000, criminal activity resulting in a loss of at least $400, high-level involvement, collusion of multiple wrongdoers, a major department-wide issue, or need for immediate action to stop a potential major issue. High-priority items should be discussed immediately. In addition, addressing these items could take priority over other investigations and audits - at the Internal Auditor's discretion.

Medium Priority

Allegations in this category could include a loss to the City of Oxnard for more or equal to $25,000, abuse of authority, medium to low-level employee involvement, minor department-wide issues, or patterns of small problems that could become serious in the aggregate.

Low Priority

Allegations in this category could include a loss to the City of less than $25,000, isolated instances of time abuse, wasteful practices that would lead to limited gains in efficiencies if corrected, or allegations that lack credibility and evidence. The Internal Auditor would aim to investigate items in this list, but may not do so because of limited resources or if the complaint is insubstantial due to a lack of sufficient information to warrant an investigation. However, if the same or similar issues were reported multiple times, low priority items may become more of a priority.

Allegations Covered By the Internal Auditor

The hotline is designed to promote good government by providing City employees and members of the public with a way to report allegations of fraud, waste, and abuse.

In 2009, State Law went into effect that enabled local government auditors to establish whistleblower hotlines and to provide whistleblower protections. Local auditors are authorized under California

Government Code Section 53087.6 to create whistleblower hotlines with the approval of their respective legislative bodies.

The California Government Code defines "fraud, waste, or abuse" in this context as an activity by a local government or employee "that is in violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct."

The following further defines fraud, waste, and abuse:

Fraud-- The Association of Certified Fraud Examiners defines occupational fraud as "the use of one's occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization's resources or assets."

Some examples of possible fraud include theft of City funds or property, accepting or soliciting a bribe or kickback, falsifying payroll information, falsifying financial records to hide theft, submitting a false voucher, or using city property for non-City business.

Waste - Waste can be intentional or unintentional and can involve unnecessary or extravagant City expenditures or misuse of City resources.

Abuse - This is the use of an employee's position in the City to obtain personal gain for that employee or for someone else like a family member or friend.

The above definitions are meant to provide guidance, and are not meant to cover all types of allegations that will be investigated.

Additional Definitions

Employee means anyone employed by the City, whether in a permanent or temporary position, including full-time, part-time and intermittent workers. It also includes volunteers and members of appointed boards or commissions, whether or not paid.

Good faith belief means an honest and reasonable belief based on personal knowledge.

Improper governmental action means any activity by a local agency or employee that is undertaken *in* the performance of the employee's official duties, including activities deemed to be outside the scope of his or her employment, that is *in* violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct.

Retaliatory action means any adverse change in an employee's employment status or the terms and conditions of employment resulting from an employee's complaint or allegation ofan improper governmental action based on good faith belief.

Allegations Covered by Other City Offices

Some allegations are more appropriately investigated by other City Departments. The intent of establishing a whistleblower hotline is not to replace or limit other reporting options. Specifically, many Human Resources related issues should still be reported to the appropriate Human Resources staff. For example, labor grievances, discrimination allegations, and workers' compensation claims should be reported under the City's current procedures. Also, some callers may want to report legal issues to the City Attorney's Office, or code enforcement issues to the Development Services Department. As appropriate, the Internal Auditor will refer reporters to other City departments. However, it may also be appropriate for Internal Auditor staff to gather initial information in these areas to better understand the issues involved.

Internal Referrals Reporting Options:

Human Resources Department for workers' compensation information, union grievance procedures, and environmental health and safety programs like OSHA and DOT compliance:
805-385-7590
http://hr.cityofoxnard.org/l1

Financial Resources - Risk Management for liability claims:
805-385-7475
http://finance.cityofoxnard.org/8/

City Attorney:
805-385-7483
http://cityattorney.cityofoxnard.org/l

Code Compliance Division for neighborhood code, housing and dangerous buildings, business compliance, landscape requirements, rental house standards, and anti-graffiti:
805-385-7940
http://developmentservices.cityofoxnard.org/Uploads/code/

Police for non-emergencies:
805-385-7600
https://www.oxnardpd.org/

Reporting Options for Allegations Covered by Non-City Agencies

Jurisdiction	**Organization**	**Reporting**	**Methods**
County of **Ventura**	County Auditor-Controller	Audit Fraud Hotline	805-644-6019 Audit Fraud Hotline/ County of Ventura/ 800 South Victoria/ Ventura, CA 93009-1540
State of California	Bureau of State Audits	Whistleblower Hotline	800-952-5665 Investigations/ Bureau of State Audits/ *555* Capitol Mall, Suite 300/ Oxnard, CA 95814 http://www.bsa.ca.gov/hotline/filecomp
Consumer Complaints Against a Business	California Office of the Attorney General	Comment/ Complaint Form	https://oag.ca.gov/contact/consumer-complaint-against-business-or-company
Consumer Complaints Against a Business	Better Business Bureau	Complaints	https://www.bbb.org/consumer-complaints/file-a-complaint/get-started
California Attorneys	State Bar of California	Complaints	800-843-9053 http://www.calbar.ca.gov/Attorneys/LawyerRegulation/FilingaComplaint.aspx
California Judges	Commission on Judicial Performance	Complaints	415-557-1200 http://cjp.ca.gov/file_a_complaint.htm

Special Circumstances

I. The Internal Auditor may receive allegations about elected officials. As the Internal Auditor does not generally have the authority to audit the City Council without their request to be audited, allegations involving these officials shall be discussed with the Internal Auditor immediately. The Internal Auditor and other City officials, if necessary, will discuss how to evaluate these types of allegations.

2. Additionally, allegations may be received about members of the Internal Auditor's staff. If such allegations occur, those receiving the allegations should report them to the Internal Auditor immediately. The Internal Auditor and any other Internal Auditor staff who become aware of the complaint will evaluate the allegation, possibly with the advice of other City staff and officials, to determine if an investigation shall be conducted by the City or by an outside entity. The Internal Auditor's staff is expected to keep the allegation confidential and not inform the individual who is the subject of the allegation. If the complaint is about the designated Internal Auditor, the individual receiving the allegation should discuss it with another staff member and possibly seek guidance from City staff or officials to determine how to proceed.

Periodic Reporting

The Internal Auditor shall, at least every six months, report to the City Council on the allegations received through the Whistleblower Hotline, including the priority assigned and the status or disposition of each reported allegation.

Contact Information for the Internal Auditor Appointed by the Oxnard City Council:

To be determined within three weeks of contract approval by the City Council.

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. K.1

DATE: November 1, 2022

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Ordinance Regarding Building Regulations. (15 minutes)

RECOMMENDATION

That City Council approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XII, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, California Energy Code, Fire Codes, and Fire Sprinklers.

(This item did not originate in Committee.)

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

BACKGROUND

The State of California periodically updates the fire and life safety standards contained in the state's California Building Standards Code. These codes are based on model codes which act as national standards published by model code organizations made up of building officials, design professionals, academic bodies, construction related industries, contractors, and other construction related individuals. The publishers of these codes are mainly the International Code Council, National Fire Protection Agency, and the International Association of Plumbing and Mechanical Officials. State Agencies modify these model codes to address some of the challenges that California faces along with compliance to State laws, such as accessibility and other safety standards that the state has adopted over the years. The codes are completely replaced every three years. The 2022 codes were published July 1 and take effect January 1, 2023. This code adoption ordinance also adopts the International Property Maintenance Code and the Uniform Code for the Abatement of Dangerous Buildings, which are not California Codes, but serve as a valuable reference standard in property maintenance and abatement efforts by the Code Enforcement Division of Community Development.

A city may make modifications to the codes adopted by the State, when local conditions require special attention. This action adopts changes to the standards and customizes the codes to the specific challenges that Oxnard may face. When this occurs, the City Council is required to make express findings of the necessity for the changes due to local climatic, geographical, or topographical conditions. Based on the location of the City of Oxnard, modifications to the codes adopted by the state are necessary. The findings of necessity are included within the body of the ordinance and are further set forth in Exhibit A to the ordinance, entitled "Index and Summary to the California Codes and Amendments."

Local changes for climatic, geographical, or topographical conditions include, but are not limited to special requirements noted below. Topographic conditions dictate provisions to reduce the chance of flooding due to slow water runoff caused by the relatively flat topography in the city of Oxnard. Geological conditions dictate provisions for earthquakes due to

the proximity of faults, the type of soils found under Oxnard, and the level of groundwater. Climatic conditions dictate special roof construction, and other provisions for high moisture content of the air adjoining the ocean. Most of these changes are based on recommendations from local and regional building code official associations, as well as from experienced Oxnard Community Development staff. The majority of these changes have been adopted by Council many times over the years and are similar to changes made by many jurisdictions in southern California. Local administrative changes are made to accommodate local permit processing to better serve the City's customers.

This recommended action will adopt these updated codes by reference in the building and fire code ordinances to maintain consistency and uniformity in enforcement. The adoption of these codes is categorically exempt under the California Environmental Quality Act.

STRATEGIC PRIORITIES

This agenda item is a routine operational item and as such does not relate to the City Council strategic priorities.

FINANCIAL IMPACT

The cost of administering the codes that govern construction is recovered by fees. Costs associated with enforcement of these codes by administrative hearing and recourse to the courts is funded within Code Compliance and the City Attorney's Office.

COMMITTEE OUTCOME

This item did not originate in Committee as it is a routine operational item.

Prepared by: Jeff Pengilley, Assistant Community Development Director

ATTACHMENTS

1. 2022 California Building Code Ordinance_FINAL
2. Exhibit A_Ord index-summary 2022_Final
3. Presentation Placeholder (see link in Item Timeline for slides).

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING AND REENACTING ARTICLES II THROUGH XII, XV, AND XVI OF CHAPTER 14 OF THE OXNARD CITY CODE, PERTAINING TO THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA EXISTING BUILDINGS CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ENERGY CODE, FIRE CODES, FIRE SPRINKLERS.

The City Council of the City of Oxnard does ordain as follows:

PART 1. Articles II through XII, XV, and XVI of Chapter 14 of the Oxnard City Code are hereby repealed and reenacted.

PART 2. The following acronyms are used in this ordinance to clarify the sections of the City Code being added or amended.

ACI-318	American Concrete Institute – Building Code Requirements for Structural Concrete, 2019 Edition.
ANSI	American National Standards Institute
ASCE-7	American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures, 2016 Edition.
AWC SDPWS	American Wood Council – Special Design Provisions for Wind and Seismic, 2021 Edition.
CAC	California Administrative Code [Title 24, Part 1 of the California Code of Regulations (C.C.R.)]
CBC	California Building Code [Title 24, Part 2 of the California Code of Regulations (C.C.R.)]
CBSC	California Building Standards Commission
CEBC	California Existing Building Code [Title 24, Part 10 of the California Code of Regulations (C.C.R.)]

CEC	California Electrical Code [Title 24, Part 3 of the California Code of Regulations (C.C.R.)]
CALGreen	California Green Building Standards Code [Title 24, Part 11 of the California Code of Regulations (C.C.R.)]
CFC	California Fire Code [Title 24, Part 9 of the California Code of Regulations (C.C.R.)]
CHBC	California Historical Building Code [Title 24, Part 8 of the California Code of Regulations (C.C.R.)]
CMC	California Mechanical Code [Title 24, Part 4 of the California Code of Regulations (C.C.R.)]
CPC	California Plumbing Code [Title 24, Part 5 of the California Code of Regulations (C.C.R.)]
CRC	California Residential Code [Title 24, Part 2.5 of the California Code of Regulations (C.C.R.)]
Energy Code	California Energy Code [Title 24, Part 6 of the California Code of Regulations (C.C.R.)]
IAPMO	International Association of Plumbing and Mechanical Officials
NEC	National Electrical Code
OCC	Oxnard City Code

PART 3. Article II – California Building Code, Article III California Residential Code, Article IV – California Green Building Standards Code, Article V – Property Maintenance and Abatement Codes, Article VI – California Historical Building Code, Article VII - California Electrical Code, Article VIII – California Existing Buildings Code, Article IX - California Mechanical Code, Article X – California Referenced Standards Code, Article XI - California Plumbing Code, Article XII – California Energy Code, Article XV – Fire Codes, Article XVI – Fire Sprinklers, are added to Chapter 14 of the Oxnard City Code to read as follows:

ARTICLE II. CALIFORNIA BUILDING CODE

SEC. 14-2. CALIFORNIA BUILDING CODE ADOPTED.

The second part of twelve parts of the California Code of Regulations, Title 24, known as the California Building Code ("CBC"), 2022 Edition, including Appendices C, H, and J, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-3. AMENDMENTS TO THE CBC.

(A) Chapter 1 Division II, Section [A]101.4.4: Amend Section [A]101.4.4 to read as follows:

[A]101.4.4. Property Maintenance. The provisions of the Oxnard City Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibility of owners, operators and occupants; and occupancy of existing premises and structures.

(B) Chapter 1 Division II, Section [A]103.1: Amend Section [A]103.1 to read as follows:

[A]103.1. Creation of enforcement agency. The Building and Engineering Division of the Community Development Department is hereby created and the official in charge thereof shall be known as the building official.

(C) Chapter 1 Division II, Section [A]105.2: Amend Section [A]105.2, items 2 and 4, to read as follows:

Building:

2. Fences not over 6 feet high and concrete or masonry walls not over 3'-6" high as measured from the lowest finished grade to the top of the wall.

4. Retaining walls that are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or II-A liquids.

(D) Chapter 1 Division II, Section [A]105.3.2: Amend Section [A]105.3.2, to read as follows:

[A]105.3.2. Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for

additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(E) Chapter 1 Division II, Section [A]107.1: Amend Section [A]107.1, to read as follows:

[A]107.1. General. Plans, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs and other data shall constitute the submittal documents and shall be submitted in one or more sets with each application for a permit. When such plans are not prepared by an architect or engineer, the Building Official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a licensed architect or engineer. The Building Official may require plans, computations and specifications to be prepared and designed by an engineer or architect licensed by the state to practice as such even if not required by state law.

> EXCEPTION: The Building Official may waive the submission of plans, calculations, construction inspection requirements and other data if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this Code.

Computations, diagrams, schedules, soil reports, geological or geotechnical reports, hazardous material reports and other data sufficient to show the correctness and adequacy of the plans shall be submitted when required by the Building Official.

(F) Chapter 1 Division II, Section [A]109.2: Amend Section [A]109.2, to read as follows:

[A]109.2. Schedule of permit fees. On building, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be as set forth in the fee schedule adopted by resolution or ordinance of the City Council, in accordance with the most current policies and procedures as described in the Fees Charged to Developers document approved by the Community Development Director.

(G) Chapter 1 Division II, Section [A]110.3.12: Add Section [A]110.3.12.3 to read as follows:

[A]110.3.12.3. OSHPD 3 Inspection. For clinics and facilities covered by Office of Statewide Health Planning and development (OSHPD 3) requirements and requiring certification of the construction meeting OSHPD 3 requirements, prior to a final inspection by the building inspector, the owner shall employ an OSHPD certified inspector to conduct an inspection of all applicable OSHPD 3 requirements and prepare a report stating that the construction fully complies to all of California's OSHPD 3 requirements. The report shall be submitted to the building inspector for their review and approval prior to scheduling a final inspection for the facility.

(H) Section 903.2: Amend Section 903.2 to read as follows:

903.2. Where required. Approved automatic fire sprinkler systems shall be installed in all structures, occupancies, and locations as set forth in this section. For the purposes of this section, fire walls, fire barriers, and fire partitions shall not be considered as creating separate buildings.

(I) Section 1403.1: Amend Section 1403.1 to read as follows:

1403.1. General. The provisions of this section shall apply to exterior walls, wall coverings and components thereof. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(J) Section 1505.1: Amend the first paragraph of Section 1505.1 to read as follows:

1505.1. General. The roof covering on any structure regulated by this code shall be a Class A or B roof covering. The roof covering assembly includes the roof deck, underlayment, interlayment, insulation, and covering which is assigned a roof covering classification. Roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant-treated wood roof coverings shall be tested in accordance with ASTM D 2928.

(K) Section 1507.3.1: Amend Section 1507.3.1 to read as follows:

1507.3.1. Deck Requirements. Concrete and clay tile shall be installed only over solid sheathing.

(L) Section 1511.1: Amend the first paragraph of Section 1511.1 to read as follows:

1511.1. General. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of Chapter 15 of this Code, or as approved by the building official.

(M) Section 1613.5: Add Section 1613.5 to read as follows:

1613.5. Amendments to ASCE 7. The provisions of Section 1613.5 shall be permitted as an amendment to the relevant provisions of ASCE-7.

(N) Section 1613.5.1: Add Section 1613.5.1 to read as follows:

1613.5.1. Modification to ASCE 7 Section 12.2.3.1 Exception 3. ASCE 7 Section 12.2.3.1, Exception 3 is modified to read as follows:

3. Detached one-and two-family dwellings up to two stories in height of light frame construction.

(O) Section 1613.5.2: Add Section 1613.5.2 to read as follows:

1613.5.2 Modification to ASCE 7 Section 12.11.2.2.3. ASCE 7 Section 12.11.2.2.3 is modified to read as follows:

12.11.2.2.3. Wood Diaphragms. The anchorage of concrete or masonry structural walls to wood diaphragms shall be in accordance with AWC SDPWS 4.1.5.1 and this section. Continuous ties required by this section shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal, nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this section.

For wood diaphragms supporting concrete or masonry walls, wood diaphragms shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form sub-diaphragms to transmit the anchorage forces to the main continuous crossties.

2. The maximum diaphragm shear used to determine the depth of the sub-diaphragm shall not exceed 75% of the maximum diaphragm shear.

(P) Section 1613.5.3: Add Section 1615.3 to read as follows:

1615.3. Modification to ASCE 7 Section 12.12.3. ASCE 7 Section 12.12.3, Equation 12.12-1 is modified to read as follows:

$\delta_M = C_d \delta_{max}$ **(Eq. 12-12.1)**

(Q) Section 1704.6: Amend Section 1704.6 to read as follows:

1704.6. Structural Observations. Where required by the provisions of Section 1704.6.1 or 1704.6.2, or 1704.6.3, the owner shall employ a structural observer to perform structural observations. Structural observation does not include or waive the responsibility for the inspections in Section 110 or the special inspections in Section 1705

or other sections of this code. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or
2. A registered design professional designated by the registered design professional responsible for the structural design.

The registered design professional responsible for the structural design shall submit to the building official a written statement identifying the frequency and extent of structural observations. This written statement shall be made part of the construction documents prior to permit issuance.

At the conclusion of the work included in the permit, the structural observer shall submit a final report which states that all observed deficiencies have been resolved, prior to acceptance of the work by the building official.

(R) Section 1705.3: Amend Section 1705.3 to read as follows:

1705.3. Concrete Construction. The special inspections and verifications for concrete construction shall be as required by this section and Table 1705.3.

EXCEPTIONS: Special inspection and test shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less in height that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa).

2. Continuous concrete footings supporting walls of buildings three stories or less in height that are fully supported on earth or rock where:

2.1. The footings support walls of light-frame construction;
2.2. The footings are designed in accordance with Table 1809.7, or
2.3. The structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.

3. Nonstructural concrete slabs supported directly on the ground, including concrete patios, driveways and sidewalks

(S) Section 1705.13.2: Amend Section 1705.13.2, Exception, to read as follows:

Exception: Special inspections are not required for wood shear walls, shear panels and diaphragms, including nailing, bolting, anchoring and other fastening to other elements of the seismic-force-resisting system, where either (1) the fastener spacing of the sheathing

is more than 4 inches (102mm) on center (o.c.), or (2) the tabular values for allowable shear design values are reduced to seventy-five percent (75%).

(T) Section 1803.2: Amend the first paragraph of Section 1803.2 to read as follows:

1803.2. Investigations required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5. Whenever unusual soil conditions are found which justify a special site investigation to determine soil stability or questionable adequacy of the overall building site, the building official may require that the owner obtain a special geological, hydrological, soil gas profile, soil chemical analysis, soils contamination, or other report as may be deemed appropriate. The investigation shall be conducted by trained and experienced professionals licensed by the State of California to prepare such evaluations, recommendations, and reports.

(U) Section 1804.4: Amend Section 1804.4 to read as follows:

1804.4. Site Grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 50 units horizontal (2-percent) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048 mm) of horizontal distance, a 2-percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped not less than 2 percent where located within 10 feet (3048mm) of the building foundation. Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped not less than 2 percent away from the building.

> **Exception:** Impervious surfaces shall be permitted to be sloped less than 2 percent where the surface is a door landing or ramp that is required to comply with Section 1010.1.4, 1012.3 or 1012.6.1.

The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Provisions shall be made for the control and drainage of surface water around buildings. Concentrated drainage such as rainwater from gutters and downspouts, scuppers, and roof valleys shall be diverted away from building foundations by means of concrete splash blocks or other approved non-erosive devices. Unless an alternate design is approved by the building official, under floor access crawl holes shall be provided with curbs extending not less than six (6) inches above adjacent grade to prevent surface water from entering the under floor area.

Gutters and Downspouts - when buildings are located on expansive soil having an expansion index greater than 50, gutters, downspouts, piping, and/or other non-erosive devices shall be provided to collect and conduct rainwater to a street, storm drain, or other approved watercourse or disposal area.

Lot Drainage - All lots shall be graded to drain to a street or public way that abuts the site or shall be provided with approved drainage devices. Minimum gradient of all lots shall comply with the following:

	Longitudinal	Cross Slope
1. Pervious surfaces --	1 percent slope	2 percent slope
2. Asphalt surfaces --	1/2 percent slope	1 percent slope
3. Concrete surfaces --	1/4 percent slope	½ percent slope

(2 percent = ¼ inch per foot; 1 percent = 1/8" per foot; ½ percent = 1/16" per foot; and ¼ percent = 1/32 inch per foot.)

In rural areas where curbs or gutters have not been installed, drainage design plans shall be submitted for approval by the building official.

(V) Section 1808.7.4: Amend Section 1808.7.4 to read as follows:

1808.7.4. Foundation Elevation. The top of any exterior foundation shall extend above the elevation of the lowest adjacent street gutter or the inlet of an approved drainage device not less than 25 inches. Alternative elevations are permitted subject to approval of the building official, provided that it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site.

(W) Section 1905.1: Amend Section 1905.1 to read as follows:

1905.1. General. The text of ACI 318 shall be modified as indicated in Sections 1905.1.1 through 1905.1.11.

(X) Section 1905.1.7: Amend Section 1905.1.7 to read as follows:

1905.1.7. Section 14.1.4 of ACI 318 is not adopted. It is replaced with the following:

14.1.4 – Plain concrete in structures assigned to Seismic Design Category C, D, E, or F.

14.1.4.1 Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plan concrete, except as follows.

(a) Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement per cubic yard.

(b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

(c) In detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, plain concrete footings having a total area of longitudinal reinforcing steel of not less than 0.002 times the

gross cross-sectional area of the footing, with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted. In addition, where the foundation system consists of a plain concrete footing and a plain concrete stemwall, an additional longitudinal reinforcing bar not smaller than No. 4 shall be provided at the top of the stemwall, and vertical bars not less than No.4 shall be placed in the stemwall at 24" on center, with a standard 90 degree hook into the footing.

(Y) Section 1905.1.9: Add Section 1905.1.9 to read as follows:

1905.1.9. Modify ACI 318 Section 18.7.5, by adding Section 18.7.5.8 and 18.7.5.9 to read as follows:

18.7.5.8 - Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 18.7.5.1, items (a) through (c), over the full height of the member.

18.7.5.9 – At any section where the design strength, φP_n, of the column is less than the sum of the shears V_e computed in accordance with ACI 318 Sections 18.7.6.1 and 18.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 18.7.5.1 through 18.7.5.3 shall be provided. For beams framing into opposite sides of the column, the moment components may be assumed to be of opposite sign. For the determination of the design strength, φP_n, of the column, these moments are permitted to be assumed to result from the deformation of the frame in any one principal axis.

(Z) Section 1905.1.10: Add Section 1905.1.10 to read as follows:

1905.1.10. Modify ACI 318 Section 18.10.4, by adding Section 18.10.4.7 to read as follows:

18.10.4.7 – Walls and portions of walls with $P_u > 0.35P_o$ shall not be considered to contribute to the calculated shear strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318 Section 18.14.

(AA) Section 1905.1.11: Add Section 1905.1.11 to read as follows:

1905.1.11. Modify ACI 318, by adding section 18.12.6.2 as follows:

18.12.6.2 - Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76mm) or 6 d_b thick, where d_b is the diameter of the largest reinforcement in the topping slab.

(BB) Section 2304.10.2: Amend Section 2304.10.2 to read as follows:

2304.10.2. Fastener requirements. Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2302.1. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.10.1. Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

> **Exception:** Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(CC) Section 2304.10.3.1: Add Section 2304.10.3.1 to read as follows:

2304.10.3.1. Quality of Nails. Mechanically driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum length, and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails.

(DD) Section 2305.4: Add Section 2305.4 to read as follows:

2305.4. Hold-down connectors. In Seismic Design Category D, E, or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76mm) in size. Hold-down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing.

(EE) Section 2306.2: Amend Section 2306.2 to read as follows:

2306.2. Wood-frame diaphragms. Wood-frame diaphragms shall be designed and constructed in accordance with AWC SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

> **Exception:** Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E, or F shall be applied directly to the framing members.

Exception: Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

(FF) Section 2306.3: Amend Section 2306.3 to read as follows:

2306.3. Wood-frame shear walls. Wood-frame shearwalls shall be designed and constructed in accordance with AWC SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AWC SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.

2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E, or F is 400 pounds per linear foot (plf), and shall not exceed 200 pounds per linear foot (plf) for plywood structural panels containing three or fewer laminated layers.

   Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the building official.

3. Where shear design values using allowable stress design (ASD) exceed 350 plf or load and resistance factor design (LRFD) exceed 500 plf, all framing members receiving edge nailing from abutting panels shall not be less than a single 3-inch nominal member or two 2-inch nominal members fastened together in accordance with Section 2306.1 to transfer the design shear value between framing members. Wood structural panel joint and sill plate nailing shall be staggered at all panel edges. See Section 4.3.6.1 and 4.3.6.4.3 of AWC SDPWS for sill plate size and anchorage requirements.

4. Nails shall be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting member for shears of 350 plf or less using ASD or 500 plf or less using LRFD.

5. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, application of Table 4.3C of AWC SDPWS shall not be used below the top level in a multi-level building, and the allowable seismic shear values shall not exceed 90 plf for Portland cement plaster and 30 plf for

gypsum. Table 4.3C shall not be allowed for structures assigned to Seismic Design Category E, or F.

Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

> **Exception:** Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Table 2306.3(1), 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AWC SDPWS.

> ***Exception: [DSA-SS DSA-SS/CC and OSHPD 1,2,&4]*** *Wood structural panel walls using staples as fasteners are not permitted by DSA and OSHPD.*

(GG) Section 2307.2: Add Section 2307.2 to read as follows:

2307.2. Wood-frame shear walls. Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

(HH) Table 2308.6.1: Amend Table 2308.6.1 by modifying footnote "b" to read as follows:

> b. See section 2308.6.3 for full description of bracing methods. Bracing methods DWB, SFB, PBS, HPS, and GB are not permitted in Seismic Design Categories D or E.

(II) Section 2308.6.8.1: Amend Section 2308.6.8.1, first Exception, to read as follows:

Exception: For structures in Seismic Design Category A, B, or C, with a maximum plan dimension not more than 50 feet (15 240mm), continuous foundations are required at exterior walls only.

(JJ) Section 2308.6.9: Amend Section 2308.6.9 to read as follows:

2308.6.9. Attachment of Sheathing. Fastening of braced wall panel sheathing shall not be les than that prescribed in Table 2308.6.1 or Table 2304.10.1. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(KK) Appendix Chapter J, Section J103.2, Exception 1: Amend Appendix Chapter J, Section J103.2, Exception 1, to read as follows:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, the total quantity of graded soil does not exceed 150 cubic yards, and that such grading will not adversely affect adjoining properties.

(LL) Appendix Chapter J, Section J104.1: Amend Appendix Chapter J, Section J104.1 to read as follows:

J104.1. Submittal Requirements. Application for a grading permit shall be accompanied by four sets of plans and specifications, and supporting data consisting of a soils engineering report (and an engineering geology report where required by the Building Official.) The sets of plans submitted for final approval shall be submitted on mylar. The plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications when required by the building official. The dates of the soils engineering (and engineering geology report if required) along with the names, addresses, and phone numbers of the firms or individuals who prepared the reports, shall appear on the grading plans. In addition to the provisions of Section 105.3, and 1.8.4, as applicable, the applicant shall state the estimated quantities of excavation and fill.

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

SEC. 14-4. CALIFORNIA RESIDENTIAL CODE ADOPTED .

The part 2.5 of twelve parts of the California Code of Regulations, Title 24, known as the California Residential Code ("CRC"), 2022 Edition, including Appendix AH and AQ, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-5. AMENDMENTS TO THE CRC.

(A) Chapter One – Division II ADMINISTRATION. Except for Sections 101.1, 101.2, and 101.3, entitled "Title," "Scope," and "Purpose," Chapter One, entitled "Division II Administration" is hereby deleted from the CRC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

(B) Section R301.2.2.11: Add Section R301.2.2.11 to read as follows:

R301.2.2.11. Anchorage of mechanical, electrical, or plumbing components and equipment. Mechanical, electrical, or plumbing components and equipment shall be anchored to the structure. Anchorage of the components and equipment shall be designed to resist loads in accordance with the California Building Code and ASCE7, except where the component is positively attached to the structure and flexible connections are provided between the component and associated ductwork, piping, and conduit; and either:

1. The component weighs 400 lb. or less and has a center of mass located 4ft. or less above the supporting structure; or
2. The component weighs 20 lb. or less or, in the case of a distributed system, 5 lb/ft or less.

(C) Section R313: Add Section R313 to read as follows:

R313. General. Approved automatic fire extinguishing systems shall be installed and maintained in accordance with Chapter 14 of the Oxnard City Code, Article XVI.

(D) Section R401.1: Amend the Exception to Section R401.1 to read as follows:

Exception: Wood foundations in Seismic Design Categories D_0, D_1, and D_2 shall not be permitted. The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:
1. In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200 square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

(E) Section R403.1.2: Amend Section R403.1.2 to read as follows:

R403.1.2. Continuous footing in Seismic Design Categories D_0, D_1, and D_2. The braced wall panels at exterior walls of buildings located in Seismic Design Categories D_0, D_1, and D_2 shall be supported by continuous footings. All required interior braced wall panels in buildings shall be supported by continuous footings.

(F) Section R403.1.3.6: Section R403.1.3.6 is deleted in its entirety.

(G) Section R404.2: Amend Section R404.2 to read as follows:

R404.2. Wood foundation walls. Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D_0, D_1, and D_2.

(H) Table R602.3(1): Amend Table R602.3(1) by adding footnote "j" to be applicable to the entire table and to read as follows:

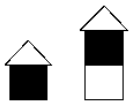
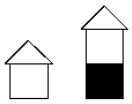
j. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, and D_2.

(I) Table R602.3(2): Amend Table R602.3(2) by revising footnote "b" to read as follows:

b. Staples shall have a minimum crown width of 7/16-inch diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, and D_2.

(J) Table R602.10.3(3): Amend Table R602.10.3(3) to read as follows:

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

SOIL CLASS D[a] WALL HEIGHT = 10 FT 10 PSF FLOOR DEAD LOAD 15 PSF ROOF/CEILING DEAD LOAD BRACED W			MINIMUM TOTAL LENGTH (feet) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[b]			
Seismic Design Category (SDC)	Story Location	Braced Wall Line Length	Method LIB, DWB, SFB, PBS, and HPS	Methods[c] GB and PCP	Method WSP[d]	Continuous Sheathing[d]
SCD D_2		10	NP	8.0	2.5	2.1
		20	NP	16.0	5.0	4.3
		30	NP	24.0	7.5	6.4
		40	NP	32.0	10.0	8.5
		50	NP	40.0	12.5	10.6
		10	NP	NP	5.5	4.7
		20	NP	NP	11.0	9.4
		30	NP	NP	16.5	14.0
		40	NP	NP	22.0	18.7
		50	NP	NP	27.5	23.5

a. Wall bracing lengths are based on a soil site class "D." Interpolation of bracing length between the *Sd.*, values associated with the seismic design categories shall be permitted when a site-specific *Sds* value is determined in accordance with Section 16

b. Foundation cripple wall panels shall be braced in accordance with Section R602.10.9

c. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1.

d. Wood Structural Panel shall have a minimum thickness in SDC D_2 of 15/32", and shall not be attached using staples.

(K) Table R602.10.4: Amend Table R602.10.4 by adding footnote "f" to be applicable to the entire table and to read as follows:

f. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, and D_2.

(L) Section R703.1: Amend Section R703.1 to read as follows:

R703.1. General. Exterior walls shall provide the building with a weather-resistant exterior wall envelope. The exterior wall envelope shall included flashing as described in Section R703.4. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(M) Section R902.1: Amend the first paragraph of Section R902.1 to read as follows:

R902.1. Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section or where the edge of the roof is less than 3 feet from a lot line. Class A or B roofing required by this section shall be tested in accordance with UL 790 or ASTM E108.

(N) Section R902.1.2: Amend Section R902.1.3 to read as follows:

R902.1.3. Roof coverings in all other areas. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of this Chapter, or as approved by the building official.

(O) Appendix Chapter AH, Section AH103.2: Amend Appendix Chapter AH, Section AH103.2 to read as follows:

AH 103.2. Light, ventilation and emergency egress. Exterior openings required for light and ventilation shall be permitted to open into a patio structure conforming to Section AH101. Where such exterior openings serve as an exit from the dwelling unit, the patio structure, unless unenclosed, shall be provided with exits conforming to the provisions of Section R311 of this code. Emergency egress or rescue openings from sleeping rooms shall not open into a patio structure.

(P) Appendix Chapter AQ, Section AQ106: Appendix Chapter AQ, Section AQ106 is deleted in its entirety.

ARTICLE IV. CALIFORNIA GREEN BUILDING STANDARDS CODE

SEC. 14-6. CALIFORNIA GREEN BUILDING STANDARDS CODE ADOPTED.

The part eleven of twelve parts of the California Code of Regulations, Title 24, known as the California Green Building Standards Code ("CALGreen"), 2022 Edition, as published by the California Building Standards Commission, 2524 Natomas Park Drive, Suite 130, Sacramento, CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE V. PROPERTY MAINTENANCE AND ABATEMENT CODES

SEC. 14-8. INTERNATIONAL PROPERTY MAINTENANCE CODE AND UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS ADOPTED.

The International Property Maintenance Code, 2021 Edition, and the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition, as published respectively by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, D.C. 20001, and the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, are hereby adopted by reference. One true copy of these codes is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-9. AMENDMENTS.

(A) Section 101.1: Amend Section 101.1 to read as follows:

101.1. Title. These regulations shall be known as the Oxnard Property Maintenance Code (OPMC), hereinafter referred to as "this code".

(B) Section 103.1: Amend Section 103.1 to read as follows:

103.1. Creation of Agency. The Code Compliance Division is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be in the implementation, administration and enforcement of the provisions of this code.

(C) Section 201.3: Amend Section 201.3 to read as follows:

201.3. Terms Defined in Other Codes. Where terms are not defined in this code and are defined in the California Building Standards Code or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

(D) Section 302.4: Amend Section 302.4 to read as follows:

302.4. Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation any duly authorized employee of the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

(E) Section 302.8: Amend Section 302.8 to read as follows:

302.8. Motor Vehicles. Except as provided for in other regulations, inoperative, unregistered, or unlicensed motor vehicles, motorcycles, vessels or trailers shall not be parked, kept, or stored on any premises, and shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of motor vehicles, motorcycles, vessels or trailers is prohibited unless conducted inside an approved spray booth.

> **Exception.** A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

(F) Section 304.1.1: Amend the first sentence of Section 304.1.1 to read as follows:

304.1.1. Unsafe Conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the California Building Standards Code as required for existing buildings:

(G) Section 304.14: Amend Section 304.14 to read as follows:

304.14. Insect Screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen doors used for insect control shall have a self closing device in good working condition.

> **Exception.** Screens shall not be required where other approved means, such as air curtains or insect repellant fans, are employed.

(H) Section 305.1.1 : Amend the first sentence of Section 305.1.1 to read as follows:

305.1.1. Unsafe Conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the California Building Standards Code as required for existing buildings:

(I) Section 306.1.1: Amend the first sentence of Section 305.1.1 to read as follows:

306.1.1. Unsafe Conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be required or replaced to comply with the California Building Standards Code as required for existing buildings:

(J) Section 401.3: Amend Section 401.3 to read as follows:

401.3. Alternative Devices. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the California Building Standards Code shall be permitted.

(K) Section 502.5: Amend Section 502.5 to read as follows:

502.5. Public Toilet Facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the California Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

(L) Section 505.1: Amend Section 505.1 to read as follows:

505.1. General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the California Plumbing Code.

(M) Section 505.5.1: Amend Section 505.5.1 to read as follows:

505.5.1. Abandonment of Systems. Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the owner ceases use of the system, the system shall be abandoned in accordance with the California Plumbing Code.

(N) Section 602.2: Amend Section 602.2 to read as follows:

602.2. Residential Occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68℉ (20℃) in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating. The

installation of one or more portable space heaters shall not be used to achieve compliance with this section.

> **Exception:** In areas where the average monthly temperature is above 30℉ (-1℃), a minimum temperature of 65℉ (18℃) shall be maintained.

(O) Section 602.3: Amend Section 602.3 to read as follows:

602.3. Heating Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68℉ (20℃) in all habitable rooms, bathrooms and toilet rooms.

(P) Section 602.4: Amend Section 602.4 to read as follows:

602.4. Occupiable Work Spaces. Indoor occupiable works spaces shall be supplied with heat to maintain a minimum temperature of 65℉ (18℃) during the period the spaces are occupied.

> **Exceptions:**
> 1. Processing, storage and operation areas that require cooling or special temperature conditions.
> 2. Areas in which persons are primarily engaged in vigorous physical activities.

(Q) Section 604.3.1.1: Amend the first sentence of Section 604.3.1.1 to read as follows:

604.3.1.1. Electrical Equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motos and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the California Electrical Code.

(R) Section 604.3.2.1: Amend the first sentence of Section 604.3.2.1 to read as follows:

604.3.2.1. Electrical Equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the California Electrical Code.

(S) Section 702.1: Amend Section 702.1 to read as follows:

702.1. General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the California Fire Code.

(T) Section 702.2 Aisles: Amend Section 702.2 Aisles to read as follows:

702.2. Aisles. The required width of aisles in accordance with the California Fire Code shall be unobstructed.

(U) Section 702.3: Amend Section 702.3 to read as follows:

702.3. Locked Doors. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the California Building Code.

(V) Section 702.4: Amend Section 702.4 to read as follows:

702.4 Emergency Escape and Rescue Openings. Required emergency and rescue openings shall be maintained in accordance with the code in effect at the time of construction, and both of the following:

1. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with the California Building Code. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

(W) Section 703.2: Amend Section 703.2 to read as follows:

703.2 Unsafe Conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with the California FireCode. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to the code under which the building was constructed or altered. Where the condition of components is such that any building, structure or portion thereof presents an imminent danger to the occupants of the building, structure or portion there, the fire code official shall act in accordance with the California Fire Code.

(X) Section 703.7: Amend Section 703.7 to read as follows:

703.7. Vertical Shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required by the California Fire Code. New floor openings in existing buildings shall comply with the California Building Code.

(Y) Section 704.1: Amend Section 704.1 to read as follows:

704.1. Inspection, Testing and Maintenance. Fire protection and life safety systems shall be maintained in accordance with the California Fire Code in an operative condition at all times, and shall be replaced or repaired where defective.

(Z) Section 704.1.1: Amend Section 704.1.1 to read as follows:

704.1.1. Fire Protection and Life Safety Systems. Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code the California Fire Code and the California Building Code.

(AA) Section 704.1.2: Amend Section 704.1.2 to read as follows:

704.1.2. Required Fire Protection and Life Safety Systems. Fire protection and life safety systems required by this code, the California Fire Code or the California Building Code shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception or reduction to the provisions of this code, the California Fire Code or the California Building Code has been granted shall be considered a required system.

(BB) Section 704.1.3: Amend Section 704.1.3 to read as follows:

704.1.3. Fire Protection Systems. Fire protection systems shall be inspected, maintained and tested in accordance with the California Fire Code requirements.

(CC) Section 704.3: Amend Section 704.3 to read as follows:

704.3. Systems Out of Service. Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, either the building shall be evacuated or an approved fire watch shall be provided for all occupants left unprotected by he shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected premises and keeping watch for fires. Actions shall be taken in accordance with the California Fire Code to bring the systems back in service.

Exception: Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

(DD) Section 704.3.1: Amend Section 704.3.1 to read as follows:

704.3.1. Emergency Impairments. Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in the California Fire Code.

(EE) Section 704.4.2: Amend Section 704.4.2 to read as follows:

704.4.2. Removal of existing occupant-use hose lines. The Fire Code Official is authorized to permit the removal of existing occupant-use hose lines where all of the following apply:

1. The installation is not required by the California Fire Code or the California Building Code.
2. The hose line would not be used by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

(FF) Section 704.4.3: Amend Section 704.4.3 to read as follows:

704.4.3. Termination of Monitoring Service. For fire alarm systems required to be monitored by the California Fire Code, notice shall be made to the fire code official whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

(GG) Section 704.5.1: Amend Section 704.5.1 to read as follows:

704.5.1. Fire Department Connection Access. Ready access to the fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable objects. Access to fire department connections shall be approved by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the California Fire Code and a means of emergency operation. The gate and the means of emergency operation shall be approved by the fire chief and maintained operational at all times.

(HH) Section 704.6.4: Amend Section 704.6.4 to read as follows:

704.6.4. Smoke Detection System. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements of the California Fire Code.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the dwelling or sleeping unit in accordance with the California Fire Code.
3. Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the dwelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with the California Fire Code.

(II) Section 705.1: Amend Section 705.1 to read as follows:

705.1. General. Carbon monoxide alarms shall be installed in dwellings in accordance with the California Fire Code, except that alarms in dwellings covered by the California Residential Code shall be installed in accordance with Section R315 of that code.

ARTICLE VI. CALIFORNIA HISTORICAL BUILDING CODE

SEC. 14-10. CALIFORNIA HISTORICAL BUILDING CODE ADOPTED .

The eighth part of twelve parts of the California Code of Regulations, Title 24, known as the California Historical Building Code ("CHBC"), 2022 Edition, including Appendix A, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE VII. CALIFORNIA ELECTRICAL CODE

SEC. 14-11. CALIFORNIA ELECTRICAL CODE ADOPTED.

The third part of twelve parts of the California Code of Regulations, Title 24, known as the California Electrical Code ("CEC"), 2022 Edition, which incorporates by reference the National Electrical Code ("NEC"), 2020 Edition, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-12. AMENDMENTS.

(A) Article 90-10: Add Article 90-10 to read as follows:

Article 90-10. Administration. The legal jurisdiction and administration of this electrical code is regulated by the administrative sections as adopted in Chapter 14, Article II of the Oxnard City Code.

(B) Article 695.3: Amend Article 695.3 to read as follows:

Article 695.3. Power Source(s) for Electric Motor-Driven Fire Pumps. Electric motor-driven fire pumps shall have a reliable source of power. Power provided by the local serving utility company shall only be considered a reliable source of power where an onsite generator is provided as an alternate source of power. *[OSHPD 1, 1R, 2, 3, 4, & 5] Such reliable source of power shall consist of a normal source and an onsite generator as the alternate source.*

ARTICLE VIII. CALIFORNIA EXISTING BUILDING CODE

SEC. 14-13. CALIFORNIA EXISTING BUILDING CODE ADOPTED.

The tenth part of eleven parts of the California Code of Regulations, Title 24, known as the California Existing Buildings Code ("CEBC"), 2022 Edition, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE IX. CALIFORNIA MECHANICAL CODE

SEC. 14-14. CALIFORNIA MECHANICAL CODE ADOPTED.

The fourth part of eleven parts of the California Code of Regulations, Title 24, known as the California Mechanical Code ("CMC"), 2022 Edition, and Appendices B and C thereof, and Standards contained therein, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-15. AMENDMENT.

(A) Chapter One, Division II– Administration. Except for Sections 101.1, 101.2, and 101.3, entitled "Title," "Purpose," and "Scope," Chapter One, Division II entitled "Administration" is hereby deleted from the CMC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE X. CALIFORNIA REFERENCED STANDARDS CODE

SEC. 14-16. CALIFORNIA REFERENCED STANDARDS CODE ADOPTED.

The twelfth part of twelve parts of the California Code of Regulations, Title 24, known as the California Referenced Standards Code ("CRSC"), 2022 Edition, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE XI. CALIFORNIA PLUMBING CODE

SEC. 14-17. CALIFORNIA PLUMBING CODE ADOPTED.

The fifth part of eleven parts of the California Code of Regulations, Title 24, known as the California Plumbing Code ("CPC"), 2022 Edition, including Appendices A, B, D, I, and K thereof, and standards contained therein, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-18. AMENDMENT.

(A) Chapter One, Division II– Administration. Except for Sections 101.1, 101.2, and 101.3, entitled "Title," "Purpose," and "Scope," Chapter One, Division II entitled "Administration" is hereby deleted from the CPC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE XII. CALIFORNIA ENERGY CODE

SEC. 14-19. CALIFORNIA ENERGY CODE ADOPTED.

The sixth part of twelve parts of the California Code of Regulations, Title 24, known as the California Energy Code ("Energy Code"), 2022 Edition, including Appendices 1-A and 1-B, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE XIII. (RESERVED)

ARTICLE XIV. (RESERVED)

ARTICLE XV. CALIFORNIA FIRE CODE

SEC. 14-24. CALIFORNIA FIRE CODE – ADOPTED.

The California Fire Code ("CFC") 2022 Edition, including Appendix Chapter 4, Appendix B, Appendix C, Appendix D, Appendix F, and Appendix O, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One copy of such code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-25. AMENDMENTS

(A) Chapter 1, Section [A] 101.1: Amend Section [A] 101.1 to read:

[A] 101.1. Title. These regulations shall be known as the Fire Code of the City of Oxnard, hereinafter referred to as "this code".

(B) Chapter 1, Section [A] 103.1: Amend Section [A] 103.1 to read:

[A] 103.1 Creation of agency. The Oxnard Fire Prevention Bureau is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

(C) Chapter 1, Section 104.13: Add Section 104.13 to read:

104.13. General. When the chief finds in any building, on any premises, or on any lot or parcel combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or finds unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors, or windows that reasonably tend to interfere with the operations of the Fire Department or the egress of the occupants of such building or premises; or finds that this code is being violated, the chief is authorized to issue orders as necessary for the enforcement of the fire prevention laws and ordinances governing the same and for the safeguarding of life and property from fire.

(D) Chapter 1, Section 104.13: Add Section 104.13.1 to read:

104.13.1. Cost Recovery. Where an emergency situation is caused or exacerbated by a willful act, a negligent act, or a violation of the Fire Code, Building Code, or any other applicable law, ordinance or regulation, the cost of mitigating and securing any emergency that is within the responsibility of the Fire Chief shall be charged against the

person who caused the emergency or who caused the circumstances leading to the creation of the emergency. Damages and expenses incurred by any public agency providing mutual aid shall constitute debt of such person and shall be collectible by the Fire Chief for proper distribution in the same manner as in the case of an obligation under contract expressed or implied. Expenses as stated above shall include, but not limited to, equipment and personnel committed and any payments required by the public agency to outside business firms requested by the public agency to mitigate or secure the emergency, monitor remediation, and clean up.

(E) Chapter 1, Section 104.1:. Add Section 104.14 to read:

104.14. Stopping uses, evacuation. The chief is authorized to order an operation or use stopped, or the evacuation of any premises building or vehicle or portion thereof which has or is a fire hazard, hazardous condition or situation which presents a hazard to life or property.

(F) Chapter 1, Section 105.5.54: Add Subsection 4 to read:

4. **Cannabis.** An operational permit is required to dispense, test, distribute, grow, manufacture, or cultivate cannabis for commercial use.

(G) Chapter 1, Section 105.5.54: Add Subsection 5 to read:

5**. Wood and Wood Composite Pallet Manufacturing and Recycling Facilities.** Wood and wood composite pallet manufacturing and recycling facilities require an operational permit.

(H) Chapter 1, Section 105.5.54: Add Subsection 6 to read:

6**. Electronic Gate Access**. Where section 503.7 Electronic and Electric Access Gates applies, an operational permit is required.

(I) Section [A] 112.4: Amend Section [A] 112.4 to read:

[A] 112.4. Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than One Thousand Dollars ($1,000.00) or by imprisonment not exceeding (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(J) Section 202: The following definitions are added or amended to read as follows:

Fire Chief. The Chief Officer of the Fire Department serving the jurisdiction.

Fire Code Official. The fire chief or other member of the fire department appointed by the fire chief charged with the administration and enforcement of this code.

Operational Fire Permit. An official document or certificate issued by the Oxnard Fire Department which authorizes performance of a specific activity.

(K) Section 401.10: Add Section 401.10 to read:

401.10. Immediate Reporting of a Release or a Threatened Release. Any person who stores, transports, dispenses, uses, or handles hazardous materials, or any facility required by Occupational Safety and Health Administration (OSHA) regulations to prepare or maintain a Material Safety Data Sheet (MSDS)/Safety Data Sheets (SDS), including those who store extremely hazardous substances shall provide an immediate, verbal report of any release or threatened release of a hazardous material to the City of Oxnard Fire Department accessing the 911 emergency reporting system without delay as soon as:
1. a person has knowledge of the release or threatened release;
a. notification can be provided without impeding immediate control of the release or threatened release;
b. Notification can be provided without impeding immediate emergency medical measures.
2. The immediate reporting pursuant to subsection #1. of this section shall include, as a minimum:
a. the exact location of the release or threatened release;
b. the name of the person reporting the release or threatened release;
c. the hazardous materials involved in the release or threatened release;
d. an estimate of the quantity of hazardous materials involved; and
e. if known, the potential hazards presented by the hazardous material involved in the release or threatened release**.**

(L) Section 503.1.2.1: Add Section 503.1.2.1 to read:

503.1.2.1. Difficult Apparatus Access. If the Fire Code Official determines that access for fire apparatus to any building or structure is unduly difficult, installation of an automatic fire-extinguisher system shall be required.

(M) Section 503.2.1: Amend Section 503.2.1 to read:

503.2.1. Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (7925 mm) and an unobstructed height of not less than 13 feet 6 inches (4115 mm).
Exceptions:
1. Alleys without fire hydrants must have an unobstructed width of not less than 20 feet (6096 mm).
2. Approved security gates in accordance with Section 503.6.

(N) Section 503.7: Add Section 503.7 to read:

503.7. Electronic and Electric Access Gates. When access to or within a structure or area is impeded by an electronically or electrically secured opening or gate, such electronically or electrically secured opening or gate shall be constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department. The Fire Code Official or Oxnard Police Department shall not approve such plans unless the plans allow emergency vehicles and emergency personnel to open such electronically or electrically secured openings or gates by City approved radio equipment used by such emergency vehicles or personnel.

On or before August 1, 2006, all existing electronically or electrically secured openings or gates that impede access to a structure or area shall either be (a) removed, or (b) constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department.

For the purposes of this section 503.7, "opening" shall be limited to an exterior door for a commercial or industrial building or a door on a commercial, industrial, or residential property that limits access to a common area that is an accessway to more than one commercial, industrial, or residential occupancy.

(O) Section 503.7.1: Add Section 503.7.1 to read:

503.7.1.Battery Backup. Electronic and Electric Access Gates shall be installed with battery back up to ensure functionality in the case of power failure to the primary means of power.

(P) Section 503.7.2: Add Section 503.7.2 to read:

503.7.2. Electronic and Electric Access Gates Maintenance. Electronic and Electric Access Gates shall be maintained in working order at all times. Inspections, testing and maintenance shall occur on an annual basis to verify proper functionality of Electronic and Electric Access Gates. Electronic and Electric Access Gates found to be not functioning properly shall be secured in a manner which ensures access at all times as needed. Notification of non working Electronic and Electric Access Gates shall be made to the fire code official at time of discovery.

(Q) Section 503.7.3: Add Section 503.7.3 to read:

503.7.3. Electronic and Electric Access Gates Maintenance Records. All contractors who service, test, install and/or maintain Electronic and Electric Access Gates within the city are required to enroll and utilize the designated and approved single-point repository service to file records of all system inspections, tests, and maintenance as required by the fire code official. This repository service shall be maintained electronically and provided to the fire code official through a third party inspection reporting system. Fees, as applicable, will be paid directly from the contractor to the approved single-point repository service vendor. It is the responsibility of the third party testing company to upload test data to the single-point repository within 30 days of test completion

(R) Section 507.5: Amend Section 507.5 to read:

507.5. Fire Hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Oxnard Fire Department published Standards and Appendix C or by an approved method.

(S) Section 507.5.1.1: Amend Section 507.5.1.1 to read:

507.5.1.1. Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within 50 feet (15 m) of the fire department connections.

> **Exception:** The distance shall be permitted to exceed 50 feet (15 m) where approved by the fire code official.

(T) Section 901.6.3.2: Add Section 901.6.3.2 to read:

901.6.3.2 System Records. All contractors or property owners who service, test, install and/or maintain fire protection systems and devices within the city are required to enroll and utilize the designated and approved single-point repository service to file records of all system inspections, tests, and maintenance required by the referenced standards. This repository service shall be maintained electronically and provided to the fire code official through a third party inspection reporting system. Fees, as applicable, will be paid directly from the Responsible Party to the approved single-point repository service vendor. It is the responsibility of the third party testing company to upload test data to the single-point repository within 30 days of test completion.

(U) Section 903.4.2.1: Add Section 903.4.2.1 to read:

903.4.2.1. Exterior Strobe. Provide an approved exterior strobe, in an approved location, visible from the street or approach roadway or drive aisle.

(V) Section 904.3.5: Amend Section 904.3.5 to read:

904.3.5. Monitoring. Where a building fire alarm system, or a monitoring and alarm system complying with section 903.4, is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm system or the monitoring and alarm system in accordance with NFPA 72.

(W) Section 906.1, #10. Add Section 906.1, #10 to read:

10. As required by the Fire Code Official.

(X) Section 907.3.5: Add Section 907.3.5 to read:

907.3.5. Fog or Smoke Emitting Systems. No system shall be installed in any building/structure or portion thereof, which discharges any gas, vapor, liquid or other product when the primary intent of system discharge is to obscure the vision, cause disorientation, or otherwise incapacitate any occupant of said building/structure or portion thereof. Nothing in this section is intended to preclude the installation of an approved fire suppression system.

(Y) Section 907.5.2.3.5: Add Section 907.5.2.3.5 to read:

907.5.2.3.5. Exterior Strobe. Provide an approved exterior strobe, in an approved location, visible from the street or approach roadway or drive aisle.

(Z) Section 3901.1: Amend Section 3901.1 to read:

3901.1. Scope. Plant cultivation, processing, or extraction facilities shall comply with this chapter and the California Building Code. The extraction process includes the act of extraction of the oils and fats by use of a solvent, desolventizing of the raw material, production of the miscella, distillation of the solvent from the miscella, and solvent recovery. The use, storage, transfilling, and handling of hazardous materials in these facilities shall comply with this chapter, other applicable provisions of this code, Chapter 38 of NFPA 1, and the California Building Code.

(AA) Add Sections 4908 through 4908.9.1 to read:

4908. VERY HIGH FIRE HAZARD SEVERITY ZONE-REQUIREMENTS SPECIFIC TO OXNARD.

4908.1. Very High Fire Hazard Severity Zone Established. The Very High Fire Hazard Severity Zone shall be established as set forth in Sections 4908.1.1 through 4908.1.3.

4908.1.1. Very High Fire Hazard Severity Zone Ordinance and Map. The Very High Fire Hazard Severity Zones are hereby established and declared to be those districts and areas included within the boundary described and set forth in the most current map, ATTACHMENT A, which is incorporated herein and made a part hereof for all purposes and shall be available at the Fire Marshal's Office.

FIGURE 4908.1.1

VERY HIGH FIRE HAZARD SEVERITY ZONE MAP

4908.1.2. Modified Boundary Lines. When in the course of improvement of undeveloped areas of the City, new streets, lots and building sites are created where none existed before, and such new streets, lots and building sites overlap the existing boundary line of the Very High Fire Hazard Severity Zone, the boundary line of such zone shall be

deemed to be relocated to coincide with the property boundary or along the center line of such newly created streets that lie closest to the original boundary line location.

4908.1.3. Legal Description. The Fire Code Official shall, by regulation, establish a legal description of the Very High Fire Hazard Severity Zone. Such regulation shall be amended from time to time to reflect changes necessitated by Section 4908.1.2, or for other necessary purposes. Every such regulation of the Fire Code Official shall be established according to the requirements of Section 104.1.1.

4908.2. Posting of Signs Prohibiting Smoking and Burning. There shall be no open burning or smoking in the Very High Fire Hazard Severity Zone. The Fire Code Official shall cause such districts to be posted at all times by suitable signs giving notice thereof.

4908.3. Authority to Construct. Maintain and Close Fire Roads, Fire Trails and Firebreaks. The Fire Code Official shall have authority to construct fire roads and firebreaks in or upon any undeveloped lands in any mountain or hill area, whether or not such lands are public or private, with the consent of the owner thereof, and to maintain the same on a permanent basis when the Fire Code Official determines that such fire roads and firebreak are necessary for the protection of life and property against fire or panic.

4908.3.1. Authority to Secure. The Fire Code Official may install gates or cables, and securely lock the same, to prevent the use by unauthorized persons of any fire road, truck trail or other road which is not a public highway and over which the Fire Department has the right to pass, whether by easement, license, City ownership or otherwise, for purposes relating to fire protection or control.

4908.4. Authority in Public Lands. All lands within the limits of the City of Oxnard and lying within the boundaries of any State or Federal lands may be closed to the public by the Fire Chief or by any duly authorized State or Federal officer, provided such closure is not in conflict with any State or Federal law. No person shall enter upon any lands so closed except by valid Special Permit from the Fire Code Official pursuant to Section 105.8. Notice of such closure shall be deemed sufficient when provided pursuant to Section 4908.8.1.

Exception:
Closure of private lands shall not prohibit the use or entry upon such lands by the owner, his guests or invitees, provided such guests or invitees have written permission of the owner of such private lands to enter upon the same.

4908.5. Open Flame Prohibited. There shall be no open flame or self-contained device capable of producing flame permitted or located upon any road, street or fire road within the Very High Fire Hazard Severity Zone.

4908.6. Smoking Prohibited. It shall be unlawful for any person to light, ignite or smoke any cigar, cigarette, tobacco in a pipe or other form of smoldering substance within the Very High Fire Hazard Severity Zone.

4908.7. Clearance of Vegetative Growth From Electrical Transmission Lines. Any person owning, leasing, controlling, operating or maintaining any electrical transmission line over any mountainous forest, brush, or hazardous vegetation covered land shall at all times cut, trim, or otherwise remove all forked, dead, decadent, rotten, diseased, or weakened branches of trees, or trees that may contact or fall upon any transmission line. Live trees shall remain pruned and trimmed to prevent exposure to electrical transmission or branch lines.

4908.8. Restricted Entry or Presence in the Very High Fire Hazard Severity Zone. Any person who enters or is present in the Very High Fire Hazard Severity Zone, except upon public roadways, inhabited areas, or established trails and campsites open to the public, is committing a trespass. Notice of said offense shall be deemed sufficient where provided pursuant to Section 4908.8.1.

Exceptions:
This subsection shall not prohibit residents or owners of private property or their invitees or guests from going to or from such private property, provided that such invitees or guests have the permission of the owner or resident to be in or upon such private property.

This subsection shall not restrict any public officer in the pursuit of his/her duty.

4908.8.1. Notice. For purposes of Sections 4908 through 4908.9.1, notice may be given as follows:

Posted Property. By posted signs identifying the property closed to the public within the Very High Fire Hazard Severity Zone, bearing the words "PROPERTY CLOSED TO THE PUBLIC – TRESPASSING FORBIDDEN BY LAW" in letters not less than 3 inches in height, at the entrance thereto and along all exterior boundaries at equal intervals not less than three to the mile, and at all roads and trails entering the property; or

Personal Notice. By personal notice given directly to a person found in an area of the Very High Fire Hazard Severity Zone closed to the public, advising the person that the area is closed to the public and that if the person refuses or fails immediately to leave the closed area, or if the person leaves and returns, the person's presence in the non-public area constitutes trespassing.

4908.8.2. Trespass. No person shall travel or trespass upon any identified Fire Hazard Severity Zone.

4908.8.3. Special Permit. No person shall operate, drive or park any motorcycle, motor scooter or other vehicle within the Very High Fire Hazard Severity Zone, except upon clearly established public or private roads, without first having secured a Special Permit from the Fire Code Official pursuant to Section 105.8.

4908.8.4. Unauthorized Parking. No unauthorized person shall park any vehicle so as to obstruct the entrance to any identified Fire Hazard Severity Zone.

4908.9. Tampering With Established Locks, Signs, Barriers, or Water Tanks. No person, except one authorized and acting within the scope of his official duties, shall unlock, open, damage, or tamper with or cause to be unlocked, opened, damaged, or tampered with any lock, gate, door, barrier, seal, water tank enclosure, water valve, hydrant, or other fire protection equipment or facility installed by or under control of the designated Fire Authority.

4908.9.1. Defacing Signs. No person, except one authorized and acting within the scope of his official duties, shall remove, deface, mar, mutilate, or change the position of any sign, installed by the Fire Code Official pursuant to this article, designating "CLOSED AREA," "NO SMOKING," "NO OPEN FIRES," "RESTRICTED ENTRY," or other sign or device installed to give warning and to regulate persons' actions within the Very High Fire Hazard Severity Zone.

(BB) Section B105: Amend Table B105.2 to read:

Table B105.2. Column two - Minimum Fire-flow, Row two of three:
50% of the value in Table B105.1(2)[a]
Table B105.2. Column two - Minimum Fire-flow, Row three of three:
50% of the value in Table B105.1(2)[b]

(CC) Section D102.1: Amend Section D102.1, to read:

D102.1. Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete of or approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 76,000 pounds (34,550 kg).

(DD) Section D103.5 #1: Amend Section D103.5 #1, to read:

#1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 15 feet (4572 mm).

ARTICLE XVI. FIRE SPRINKLERS

SEC. 14-26. AUTOMATIC FIRE SPRINKLER SYSTEM.

The California Fire Code ("CFC") 2022 Edition, Section 903, Automatic Sprinkler Systems, is hereby amended.

(A) Section 903.1.2: Add Section 903.1.2 to read as follows:

903.1.2. Definitions. The following words and terms shall, for the purposes of section 903, have the following meanings:
Bathroom. A room or compartment containing one or more of the following: a toilet, a tub, or a shower.

(B) Section 903.2: Amend Section 903.2 to read as follows:

903.2. Where required. Approved automatic fire sprinkler systems shall be installed in all structures, occupancies, and locations as set forth in this section. For the purposes of this section, fire walls, fire barriers, and fire partitions shall not be considered as creating separate buildings.

(C) Sections 903.2.1 through 903.2.21: Sections 903.2.1 through 903.2.21 are deleted in their entirety and sections 903.2.1, 903.2.2, and 903.2.3 are added as follows:

903.2.1. New Construction. Automatic fire sprinkler systems shall be installed, maintained, and accessible for service in all new buildings, regardless of location, floor area, construction type, or occupancy.

Exceptions:

1. Spaces and areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.

2. Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17

3. The Fire Code Official is authorized to make an exception for trash enclosures that are of non-combustible construction including the roof or cover, and at least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.

4. The Fire Code Official is authorized to make an exception for carports, storage sheds, and similar structures having less than 500 square feet of roof area including overhangs, if the structure is least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.

5. The Fire Code Official is authorized to make an exception for structures of non-combustible construction that do not have occupiable space, and that have no storage, insignificant fire load, and no exposures.

903.2.2. Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire structure containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.

2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

903.2.3. Existing Construction. Automatic fire sprinkler systems shall be installed, maintained, and accessible for service throughout existing structures and additions in the following situations.

1. Whenever there is a change in occupancy in the structure or change in use classification to a higher or more hazardous occupancy or use classification based on the Building Code classifications or as determined by the Fire Code Official.

2. Whenever permits for additions or alterations result in an increase of cumulative area of more than 1,000 square feet of total structure area, including mezzanines and additional stories. Additional area determination shall be cumulative, from the effective date of this ordinance: December 27, 2007. Sprinkler coverage shall include the entire existing structure, garage(s), and adjacent accessory structures.

3. In rooms where nitrate film is stored or handled.

4. In protected combustible fiber storage vaults as defined in this code.

5. When more than 75% of the existing ceiling is removed or exposed then the entire structure must be retrofitted with an NFPA 13 compliant Fire Sprinkler System.

6. Occupancies that require a cannabis permit to operate.

(D) Remove Section 903.3.1.1.2 in its entirety.

(E) Section 903.3.1.2. Add sections 903.3.1.2.4 through 903.3.1.2.7 to read:

903.3.1.2.4. Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

903.3.1.2.5. Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

903.3.1.2.6. Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

903.3.1.2.7. Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

(F) Section 903.3.1.3. Add sections 903.3.1.3.1 through 903.3.1.3.4 to read:

903.3.1.3.1. Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

903.3.1.3.2. Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

903.3.1.3.3. Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

903.3.1.3.4. Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

PART 4. The City Council, following due consideration, hereby finds and determines that all the amendments, deletions, and additions to the forgoing California Building Standards Code and other codes are due to the following local conditions:

(A) Climatic

1. The City experiences periods of high temperatures accompanied by low humidity and high winds each year. The City also experiences periods of intense rainfall, which creates the need for special drainage precautions. Close proximity to the ocean may accelerate some building components to erode, corrode, decay, and expose beach homes to ocean wave force and damp corrosive microclimates.

2. During the months October through March, the City experiences wind conditions known as the "Santa Ana" winds. These very strong, hot, dry northeasterly winds considerably aid the spread of fire and create a strong possibility of a conflagration in all structures during this period. During these wind conditions, much of the Fire Department's resources are used to combat life safety problems such as downed power lines. The Fire Department is forced to provide standby protection for extended periods because the electric utility is overloaded with high priority calls. The Fire Department equipment used on these non-firefighting calls is, therefore, not available for response to structure fires. Thus, even a fire in one structure not immediately extinguished such as by a fire sprinkler system could spread and cause significant property damage and/or loss of life.

3. Although there are few brush or forest areas within the City, the Fire Department receives requests for aid from jurisdictions involved in firefighting these types of fires outside the City. This response leaves the City's firefighting resources at a lower than normal level and impacts the Fire Department's ability to promptly respond to structure fires when they occur at the same time.

4. During the hot, dry wind period, the number of outside fires, such as trash and grass fires, increases dramatically. These fires do not pose a serious threat to life or property, but do occupy firefighting resources and seriously impact the Fire Department's ability to respond to structure fires when they occur at the same time.

(B) Geological

1. The City is located in close proximity to 3 major fault systems capable of producing earthquakes ranging from 6.7 to 7.3 in magnitude, and has been determined by the State of California Seismic Hazards Mapping program to be underlain by soil layers that are prone to liquefaction failure. Special seismic design, construction, and inspection considerations must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas. Additionally, the potential for multiple fires occurring simultaneously after a large seismic event will tax available firefighting resources. Built-in fire protection will assist in extinguishing or controlling fires.

2. The City is located in an area with expansive soils, high groundwater table, and ocean frontage. Special foundation considerations and soils analysis

requirements must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas.

(C) Topographical

1. The City has flat land and waterfront developments that require special drainage and coastal precautions. Structures would be subject to water damage without special requirements addressing site drainage and coastal wave and wind forces.

2. During the rainy season, from December through April, the City is subject to flooding, making various parts of the City inaccessible to firefighting equipment on short notice. This prolongs the Fire Department's response time to structure fires.

3. The City is on a flat, coastal plain, and is in a tsunami inundation zone. Additionally, many of the evacuation routes from this zone pass through the City. The arrival time of a tsunami may be predicted, but not its magnitude. Therefore, evacuation measures may be taken, but the entire area is defenseless when it strikes. During and after a tsunami, these coastal areas will not be easily accessible to firefighting and other emergency equipment.

The City Council further finds that such amendments, deletions, and additions are necessary to best serve the public health and welfare. The City Council further finds and determines that all the amendments, deletions, and additions are also required for the reasons set forth in the Index and Summary to Model Codes and Amendments, which is attached hereto and incorporated herein as Exhibit A.

PART 5. The City Attorney, who was designated to prepare a summary of this ordinance, has determined that it is not feasible to prepare a fair and adequate summary thereof. The City Council thus orders that a display advertisement of at least one quarter page containing the information required by Government Code Section 36933(c)(2) be published in a newspaper of general circulation in the City at least five days prior to adoption of this ordinance, and another such display advertisement be similarly published within 15 days after its adoption, including the names of the Councilmembers voting for and against the ordinance.

PART 6. This ordinance was introduced for first reading on this _____day of 2022, and passed on _____ 2022, by the following roll call vote and shall take effect thirty days after final passage.

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

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fisher, City Attorney

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

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PART 3

ARTICLE II.
CALIFORNIA AND BUILDING CODE

Section 14-2 References the adoption of the California Building Code, 2022 Edition.

Section 14-3 Amendments to the CBC.

A. **Chapter 1 Division II, Section [A]101.4.4.** Corrects an inaccurate administrative reference.

Finding of Need: *Administrative.*

B. **Chapter 1 Division II, Section [A]103.1.** Administrative clarification of terminology.

Finding of Need: *Administrative.*

C. **Chapter 1 Division II, Section [A]105.2** Clarifies restrictions on items exempt from permits.

Finding of Need: *Local Climatic Condition #1, Local Geological Conditions #1 and #2.*

D. **Chapter 1 Division II, Section 105.3.2.** Modifies the time limit of permit extensions granted by the Building Official.

Finding of Need: *Administrative.*

E. **Chapter 1 Division II, Section 107.1.** Clarifies who can draw plans and prepare technical documents and when an Architect or Engineer is required.

Finding of Need: *Administrative.*

F. **Chapter 1 Division II, Section 109.2.** Clarifies how fees adopted by City Council are to be charged.

Finding of Need: Administrative.

G. **Chapter 1 Division II, Section 110.3.12.** Ensures that for projects that include licensing requirements from the Office of Statewide Health Planning and Development (OSHPD) are inspected by inspectors that are certified to do this type of project, and who is responsible for the cost of this work.

Finding of Need: Administrative.

H. **Section 903.2. Where Fire Sprinklers are Required**. This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: *Editorial reference.*

I. **Section 1403.1. Waterproofing Weather-Exposed Areas**. Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: *Local Climatic Condition #1*

J. **Section 1505.1. Roof Covering Requirements**. Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

K. **Section 1507.3.1. Deck Requirements**. Amends the CBC to ensure that the support of the roof covering, as recommended by the Structural Engineers Association.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

L. **Section 1511.1. Re-roofing Requirements**. Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

M. **Section 1613.5. Amendments to ASCE 7.** This amendment creates a section in the CBC for the various revisions to ASCE 7 described below.

Finding of Need: *Administrative, editorial.*

N. **Section 1613.5.1. Values for vertical combination .** The proposed modification to limit mixed structural systems to two stories, limits the impact of vertical irregularities of the structural system. Reducing the possibility for damage during an earthquake.

Finding of Need: *Local Geological Condition #1.*

O. **Section 1613.5.2, ASCE 7 Section 12.11.2.2.3.** The revision to section 12.11.2.2.3 of ASCE 7-05 strengthens and clarifies the requirements for anchorage of concrete and masonry bearing walls to wood roofs, and is intended to increase life safety by preventing failures observed in recent past earthquakes.

Finding of Need: *Local Geological Condition #1.*

P. **Section 1613.5.3. Modification to ASCE 7 Section 12.12.3. Equation 12-12.1**. The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospitals, schools, assembly occupancies, and other important structures.

Finding of Need: *Local Geological Condition #1.*

Q. **Section 1704.6. Structural Observations.** It is important to recognize that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design or their designee who were involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the

structural observer and the method of reporting and correcting observed deficiencies to the building official.

Finding of Need: *Local Climactic Condition #1, and Local Geological Condition #1 and #2.*

R. **Section 1705.3. Special Inspection for Concrete Construction.** This provision limits the types of concrete construction elements that can be installed without deputy inspection and is intended to increase quality control of critical structural elements.

Finding of Need: *Local Geological Conditions #1 and #2.*

S. **Section 1705.13.2. Special Inspection of Wood Shearwalls.** Allows for an exemption to special inspection of wood shearwalls if compensating design and construction limitations are observed.

Finding of Need: *Local Geological Conditions #1.*

T. **Section 1803.2. Investigations required**. Due to soil conditions observed, special soils investigations are required.

Finding of Need: *Local Geological Condition #1 and #2.*

U. **Section 1804.4. Site Grading**. Due to the relatively flat topography of the City, additional drainage and moisture protection requirements are required.

Finding of Need: *Local Climactic Condition #1, Local Topographical Condition #1.*

V. **Section 1808.7.4. Foundation Elevation**. Due to the relatively flat topography of the City, additional drainage and moisture protection requirements are required.

Finding of Need*: Local Climactic Condition #1, Local Topographical Condition #1.*

W. **Section 1905.1. General**. Modifies the references to subsequent code sections so as to be consistent with other local code modifications contained herein.

Finding of Need*: Administrative clarification relating to the scoping of this section.*

X. **Section 1905.1.7. ACI 318 Section 14.1.4**. Amends this section to limit the use of un-reinforced or under-reinforced concrete in areas of high seismic activity so as to protect building structures and occupants from unnecessary damage.

Finding of Need: *Local Geological Conditions #1 and #2.*

Y. **Section 1905.1.9. ACI 318 Section 18.7.5.8 and 18.7.5.9.** Carries over important provisions from previous codes relating to the design of concrete columns in frames that resist seismic loads.

Finding of Need: *Local Geological Condition #1.*

Z. **Section 1905.1.10. ACI 318 Section 18.10.4.** Carries over important provisions from previous codes relating to the design of concrete shear walls.

Finding of Need: *Local Geological Condition #1.*

AA. **Section 1905.1.11. ACI 318 Section 18.12.6.2.** Carries over important provisions from previous codes relating to the design of seismic load resisting elements in concrete topping slabs.

Finding of Need: *Local Geological Condition #1.*

BB. **Section 2304.10.2. Fastener requirements.** Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limits the use of staple fasteners in resisting or transferring seismic forces. Limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This proposed amendment is a continuation of a similar amendment adopted during previous code adoption cycles

Finding of Need: *Local Geological Condition #1.*

CC. **Section 2304.10.3.1. Quality of Nails.** Ensures that nails and connectors used in seismic elements of the structure all meet minimum standards to which these elements were tested to.

Finding of Need: *Local Geological Condition #1.*

DD. **Section 2305.4. Hold-down connectors.** ICC-ES AC 155 Acceptance Criteria for Hold-downs (Tie-Downs) Attached to Wood Members is widely used to establish allowable values for hold-down connectors in evaluation reports. AC 155 uses monotonic loading to establish allowable values. Yet, cyclic and dynamic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a monotonic manner. However, the engineering, regulatory and manufacturing industries have not reached consensus on the appropriate cyclic or dynamic testing protocols. This amendment reflects the recommendations by the Structural Engineers Association of Southern California (SEAOSC) that investigated the poor performance observed in 1994 Northridge Earthquake. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles with additional editorial revisions for clarification.

Finding of Need: *Local Geological Condition #1.*

EE. **Section 2306.2 Wood Structural Panel Diaphragms.** Provides additional restrictions for wood structural diaphragms in areas of high seismic activity.

Finding of Need: *Local Geological Condition #1.*

FF. **Section 2306.3. Wood-Frame Panel Shear Walls.** Provides additional restrictions for wood structural shear walls in areas of high seismic activity. The Structural Engineers Association of Southern California (SEAOSC) recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing, due to finding from the 1994 Northridge earthquake.

Finding of Need: *Local Geological Condition #1.*

GG. **Section 2307.2 Wood-frame Shear Walls.** Correct reference created by amendment.

Finding of Need: *Local Geological Condition #1.*

HH. **Table 2308.6.1 Braced Wall Line Support.** With the higher seismic demand placed on buildings and structures in this region, materials for lateral bracing that have exhibited poor performance in seismic events, or that have not been demonstrated through cyclic testing to be capable of performing adequately in a seismic event, have been removed in order to improve the expected seismic performance level of buildings.

Finding of Need: *Local Geological Condition #1.*

II. **Section 2308.6.1 Braced Wall Line Support.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Condition #1.*

JJ. **Section 2308.6.9 Attachment of Sheathing.** This proposed amendment is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structures in this region.

Finding of Need: *Local Geological Condition #1.*

KK. **Appendix Chapter J, Section J103.2, Exception 1.** The City is very flat and there is a concern for safe drainage design; therefore, the exemptions for a grading permit were limited 150 cubic yards of earth.

Finding of Need: *Local Topographical Condition #1.*

LL. **Appendix Chapter J, Section J104.1.** Clarifies grading plan submittal requirements including final submittal media, supporting reports, number of sets, and earthwork estimate requirements.

Finding of Need: *Administrative.*

ARTICLE III.
CALIFORNIA RESIDENTIAL CODE

Section 14-4. References adoption of the California Residential Code, 2022 Edition.
Section 14-5. Amendments to the California Residential Code.

A. **Chapter 1 Division II, Administration.** Uses the administration sections already adopted in the Building code to avoid duplication.

Finding of Need: *Administrative.*

B. **Section 301.2.2.11. Anchorage of mechanical, electrical, or plumbing components and equipment.** Ensures that additional items are anchored as required in the loading provisions of ASCE 7.

Finding of Need: *Local Climactic Condition #1, Local Geological Conditions #1 and #2.*

C. **Section R313. Where Fire Sprinklers are Required**. This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: *Editorial reference.*

D. **Section R401.1. Wood Foundations.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood- destroying organisms. However, an exception is made for non-occupied, single-story storage structures that pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.

Finding of Need: *Local Geological Conditions #1 and #2, Local Topographical #1.*

E. **Section R403.1.2. Continuous footing in Seismic Design Categories D_0, D_1, and D_2.** Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring

interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor seismic performance of buildings or structures.

Finding of Need: *Local Geological Conditions #1 and #2.*

F. **Section R403.1.3.6. Isolated Concrete Footings.** This amendment eliminates the use of un-reinforced concrete footings to prevent poor seismic performance and to maintain the structural integrity of the building or structure against adverse soils conditions.

Finding of Need: *Local Geological Conditions #1 and #2.*

G. **Section R404.2. Wood foundation walls.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation walls that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms.

Finding of Need: *Local Geological Conditions #1 and #2, Local Topographical #1.*

H. **Table R602.3(1).** Cyclic tests conducted indicate that wood structural panels fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2.*

I. **Table R602.3(2).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2.*

J. **Table R602.10.3.(3) Bracing Requirements Based on Seismic Design Category.** This revision simplifies this table because California does not allow three stories conventional framing and Oxnard is composed entirely of Seismic Design Category D_0, D_1, and D_2 per the Residential Code. Poor performance of the diagonal wood boards, structural fiberboard sheathing, gypsum board, particle board sheathing, portland cement plaster, and hardboard panel siding, during the Northridge earthquake justifies reduction or removal of these values. Limited cyclic testing provided to the ICC Los Angeles Chapter Structural Code Committee shows that stapled wood structural shear panels do not exhibit the same seismic behavior as the nailed wood structural shear panels.

Finding of Need: *Local Geological Conditions #1 and #2.*

K. **Section R602.10.4. Braced Wall Line Support for Seismic Design Category D_0, D_1, and D_2.** Cyclic tests conducted indicate that wood structural panels fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D_0, D_1, and D_2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2.*

L. **Section R703.1. General**. Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: *Local Climatic Condition #1*

M. **Section R902.1. Roofing covering materials**. Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

N. **Section R902.1.2. Roof coverings in all other areas**. Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

O. **AH 103.2. Light, ventilation and emergency egress.** Amends the optional chapter Appendix AH which governs Patio Covers to restore the requirements of the regular code to require that emergency egress windows to exit directly to a yard or court.

Finding of Need. *Local Climatic Conditions #'s 2 and 3 and Local Geological Condition #1 to assure public health and welfare.*

P. **AQ 106. Energy Conservation.** This section is deleted to remove conflicts caused by code references to standards that are not adopted in the State of California.

Finding of Need. *Administrative.*

ARTICLE IV.
CALIFORNIA GREEN BUILDING STANDARDS CODE

Section 14-6. References adoption of the California Green Building Standards Code, 2022 Edition.

ARTICLE V.
PROPERTY MAINTENANCE AND ABATEMENT CODES

Section 14-8. References adoption of the International Property Maintenance Code, 2021 Edition, and the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition.

Section 14-9 Amendments to the International Property Maintenance Code.

A. Section 101.1. Title. Administrative clarification of terminology.

Finding of Need: *Administrative.*

B. Section 103.1. Creation of Agency. Administrative clarification of terminology.

Finding of Need: *Administrative.*

C. Section 201.3. Terms Defined in Other Codes. Clarifies code references for consistency.

Finding of Need: *Administrative.*

D. Section 302.4. Weeds. Provides necessary dimensions that are not defined in the model code.

Finding of Need: *Administrative.*

E. Section 302.8. Motor Vehicles. Administrative clarification of terminology.

Finding of Need: *Administrative.*

F. Section 304.1.1 Unsafe Conditions. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

G. Section 304.14. Insect Screens. Removes seasonal dates due to lack of intemperate conditions in our local climate.

Finding of Need: *Administrative.*

H. Section 305.1.1. Unsafe Conditions. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

I. Section 306.1.1. Unsafe Conditions. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

J. Section 401.3. Alternative Devices. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

K. Section 502.5. Public Toilet Facilities. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

L. Section 505.1. General. Administrative clarification of code references for consistency..

Finding of Need: *Administrative.*

M. Section 505.5.1 Abandonment of Systems. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

N. Section 602.2. Residential Occupancies. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

O. Section 602.3. Heating Supply. Removes seasonal dates due to lack of intemperate conditions in our local climate.

Finding of Need: *Administrative.*

P. Section 602.4. Occupiable Work Spaces. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

Q. Section 604.3.1.1. Electrical Equipment. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

R. Section 604.3.2.1. Electrical Equipment. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

S. Section 702.1. General. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

T. Section 702.2. Aisles. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

U. Section 702.3. Locked Doors. Administrative clarification of code references for consistency..

Finding of Need: *Administrative.*

V. **Section 702.4. Emergency Escape and Rescue Openings.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

W. **Section 703.2. Unsafe Conditions.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

X. **Section 703.7. Vertical Shafts.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

Y. **Section 704.1 Inspection, Testing and Maintenance.** Administrative clarification of code references for consistency..

Finding of Need: *Administrative.*

Z. **Section 704.1.1. Fire Protection and Life Safety Systems.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

AA. **Section 704.1.2. Required Fire Protection and Life Safety Systems.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

BB. **Section 704.1.3. Fire Protection Systems.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

CC. **Section 704.3. Systems Out of Service.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

DD. Section 704.3.1. Emergency Impairments. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

EE. Section 704.4.2. Removal of existing occupant-use hose lines. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

FF. Section 704.4.3. Termination of Monitoring Service.. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

GG. Section 704.5.1. Fire Department Connection Access. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

HH. Section 704.6.4. Smoke Detection System. Administrative clarification of code references for consistency.

Finding of Need: *Administrative.*

II. Section 705.1. General. Administrative clarification of code references for consistency..

Finding of Need: *Administrative.*

ARTICLE VI.
CALIFORNIA HISTORICAL BUILDING CODE

Section 14-10. References adoption of the California Historical Building Code, 2022 Edition.

ARTICLE VII.
CALIFORNIA ELECTRICAL CODE

Section 14-11. References adoption of the California Electrical Code, 2022 Edition.
Section 14-12 Amendments to the California Electrical Code.

A. Article 90-10. Administration. The administrative provisions for the CEC shall be those in Article II of this chapter.

Finding of Need: *Administrative.*

B. Article 695.3 Power Source(s) for Electric Motor-Driven Fire Pumps. Clarifies the requirements for a reliable source of power for fire pumps.

Finding of Need: *Local Climatic Conditions #2, #3, #4 and Local Geological Condition #1.*

ARTICLE VII.
CALIFORNIA EXISTING BUILDING CODE

Section 14-13. References adoption of the California Historical Building Code, 2022 Edition.

ARTICLE IX.
CALIFORNIA MECHANICAL CODE

Section 14-14. References adoption of the California Mechanical Code, 2022 Edition.
Section 14-15. Amendments to the California Mechanical Code.

A. Chapter One, Division II– Administration. The administrative provisions for the CMC shall be those in Articles I and II of this chapter.

Finding of Need: *Administrative.*

ARTICLE X.
CALIFORNIA REFERENCED STANDARDS CODE

Section 14-16. References adoption of the California Referenced Standards Code, 2022 Edition.

ARTICLE XI.
CALIFORNIA PLUMBING CODE

Section 14-17 References adoption of the California Plumbing Code, 2022 Edition.
Section 14-18 Amendments to the California Plumbing Code.

A. **Chapter One, Division II– Administration.** The administrative provisions for the CPC shall be those in Articles I and II of this chapter.

Finding of Need: *Administrative.*

ARTICLE XII.
CALIFORNIA ENERGY CODE

Section 14-19 References adoption of the California Energy Code, 2022 Edition.

ARTICLE XV.
CALIFORNIA FIRE CODE

SEC. 14-24. References Adoption of the California Fire Code, 2022 Edition.

SEC. 14-25. Amendments to the California Fire Code.

A. **Section 101.1. Title.** Administrative reference to the Fire Code of the City of Oxnard.

Finding of Need: *Administrative.*

B. **Section 103.1. Creation of agency**. Administrative reference to the Oxnard Fire Prevention Bureau and the fire code official.

Finding of Need: *Administrative.*

C. **Section 104.12. General**. This amendment allows the fire code official to issue orders with regard to a lot or parcel if there exists a fire hazard thereon.

Finding of Need: *Administrative.*

D. **Section 104.12.1. Cost Recovery**. This addition allows the fire code official to seek cost recovery due to willful or negligent acts, or violations of Fire or Building Codes that result in an emergency response.

Finding of Need: *Administrative.*

E. **Section 104.13. Stopping uses, evacuation**. This addition allows the fire code official to stop a use or order an evacuation if there is a hazardous condition or situation which presents a hazard to life or property.

Finding of Need: *Administrative.*

F. **Section 105.5.54. Cannabis**. This addition clarifies that an operational permit is required for specified cannabis related uses.

Finding of Need: *Administrative.*

G. **Section 105.5.54. Wood and Wood Composite Pallet Manufacturing and Recycling Facilities**. This addition clarifies that an operational permit is required for specified uses.

Finding of Need: *Administrative.*

H. **Section 105.5.54. Electronic Gate Access**. This addition clarifies that an operational permit is required for electronic and electric gates.

Finding of Need: *Administrative.*

I. **Section 112.4. Violation Penalties**. This amendment specifies violation penalties for various fire code offenses.

Finding of Need: *Administrative.*

J. **Section 202, Definitions**. This section adds and amends definitions for clarity and consistency.

Finding of Need: *Administrative.*

K. **401.10 Immediate Reporting of a Release or a Threatened Release.** This section adds reporting requirements for a release or threatened release.

Finding of Need: *Administrative.*

L. **Section 503.1.2.1. Difficult Apparatus Access.** This added section clarifies the authority to require enhanced fire protection due to difficult access conditions.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

M. **Section 503.2.1. Dimensions**. This amendment clarifies fire apparatus access dimensions.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

N. **Section 503.7. Electronic and Electric Access Gates.** This added section clarifies the requirements for electronic and electric access gates.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

O. **Section 503.7.1 Battery Backup.** This added section clarifies the requirements for electronic and electric access battery backup systems.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

P. **Section 503.7.2 Electronic and Electric Access Gates Maintenance.** This added section clarifies the requirements for electronic and electric access gate maintenance.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

Q. **Section 503.7.3 Electronic and Electric Access Gates Maintenance Records.** This added section clarifies the requirements for electronic and electric access gate maintenance records.

Finding of Need: *Administrative.*

R. **Section 507.5. Fire Hydrant systems.** This amendment clarifies the standards for fire hydrant systems.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

S. **Section 507.5.1.1 Hydrant for standpipe systems**. This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

T. **Section 901.6.3.2 System Records**. This section sets requirements for maintenance recordkeeping consistent with the requirements of the Fire Department for electronic recordkeeping.

Finding of Need: *Administrative.*

U. **Section 903.4.2.1 Exterior Strobe**. This requirement facilitates fire-fighting personnel in locating the correct building in alarm more quickly, especially in inclement conditions.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

V. **Section 904.3.5 Monitoring**. This requirement facilitates firefighting by enabling fire extinguishing system notification more quickly.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

W. **Section 906.1, #10.** This amendment allows the fire code official discretion in dealing with the placement of fire extinguishers in high theft areas.

Finding of Need: *Administrative.*

X. **Section 907.3.5. Fog or Smoke Emitting Systems.** This requirement provides for firefighting personnel protection and facilitates a more rapid response to building interiors for firefighting.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

Y. **Section 907.5.2.3.5. Exterior Strobe.** This requirement facilitates fire-fighting personnel locating the correct structure more quickly where the alarm has been triggered, especially in inclement conditions.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

Z. **Section 3901.1 Scope.** This requirement clarifies scoping and standards for plant cultivation, processing, and extraction.

Finding of Need: *Administrative.*

AA. **Sections 4908 through 4908.9.1.** These sections are being added to implement the Very High Fire Hazard Severity Zone requirements specific to Oxnard.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

BB. **Section B105.** This ensures that sufficient water is available for firefighting, in concordance with fire department and water department operational guidelines.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

CC. **Section D102.1 Access and loading.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

DD. **Section D103.5 #1. Gate width.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3.*

ARTICLE XV. FIRE SPRINKLERS

SEC. 14-26. FIRE SPRINKLERS This section adopts modifications to the California Code relating to Fire Sprinkler requirements.

A. **Section 903.1.2.** This amendment clarifies definition(s) for consistency in the application of this code.

Finding of Need: *Administrative*

B. **Section 903.2.** This amendment updates Fire Code requirements regarding fire sprinkler systems to clarify and enhance threshold requirements for fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

C. **Sections 903.2.1 through 903.2.21.** This amendment updates Fire Code requirements regarding fire sprinkler systems to clarify and enhance threshold requirements for fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

D. **903.3.1.1.2 Bathrooms.** This amendment updates Fire Code requirements regarding fire sprinkler systems to clarify and enhance threshold requirements for fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

E. **Section 903.3.1.2.** This amendment updates Fire Code requirements regarding fire sprinkler systems to clarify and enhance threshold requirements for fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

F. **Section 903.3.1.3.** This amendment updates Fire Code requirements regarding fire sprinkler systems to clarify and enhance threshold requirements for fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

Ordinance Adopting and Modifying The 2022 California Building Standards Codes, International and Uniform Codes.

Jeff Pengilley, Assistant Director of Community Development

City Council
November 1, 2022

CITY OF OXNARD CALIFORNIA

BACKGROUND

- The State of California updates the building regulations contained in the California Building Standards Code every three years. The current code is the 2019 version which took effect on January 1, 2020.
- The 2022 California Building Standards Code will become effective on January 1, 2023.
- State Codes are based on model codes published by the International Code Council, National Fire Protection Agency, the International Association of Plumbing and Mechanical Officials, and other referenced Standards.
- State Agencies modify these model codes to comply to State laws and other California mandates.
- This Ordinance also adopts the 2021 International Property Maintenance Code, and the 1997 Uniform Code for the Abatement of Dangerous Buildings.

The California Building Standards Code includes the following:

- California Building Code
- California Residential Code
- California Green Building Code
- California Electrical Code
- California Mechanical Code
- California Plumbing Code
- California Fire Code
- California Energy Code
- California Historical Code, Administrative Code, and others.

Local Amendments

Local jurisdictions may make amendments to the California Building Standards Code based on specific findings:

- **Administrative**
  - Amendments that relate to code administration, titles, etc.

- **Technical - Climatic, Geological, and Topographical Amendments based on findings that relate to local conditions.**
  - Local Seismic Conditions and associated hazards such as liquefaction
  - High ground water table
  - High clay content soils
  - Santa Ana winds and the associated fire hazards
  - Flat topography prone to flooding.
  - Beachfront construction

Local Amendment Highlights

- **Local seismic and weather protection modifications:**
  - ➢ Provisions to ensure people's dwelling and other structures do not flood in a heavy rain storm - minimum foundation elevations and grading criteria for drainage away from structures.
  - ➢ Modifications to seismic design regulations due to Oxnard's high Seismic Design Category - implements numerous ongoing post-Northridge earthquake code modifications and simplifies the prescriptive design requirements.

- **Fire Protection:**
  - ➢ Adoption of fire sprinkler requirements
  - ➢ Adoption of regulations for Very High Fire Hazard Severity Zones
  - ➢ Clarifications for fire access gates, hydrants, portable fire extinguishers, operational permits, etc.

Local Amendment Highlights

- **Administrative:**
  - How long a permit or plan check is active - provides additional time for a permit extension.
  - Items exempt from permits & plan submittal requirements - slightly reduces fence and retaining wall heights allowed without permits; allows the Building Official to require a licensed engineer or architect where the nature of the work warrants a licensed professional; allows for the Building Official to require soils/geotechnical reports, structural calculations, and other supporting documents for a project.
  - Clarifies the name of the enforcement agency
  - Permit fees and other administrative items - clarifies that plan check and permit fees are calculated as adopted by the Oxnard City Council.

Recommendation

That City Council:

Approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XII, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Building Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, California Energy Code, Fire Codes, and Fire Sprinklers.

CITY OF
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CALIFORNIA

End of Presentation

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.1

DATE: November 1, 2022

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: City Treasurer's Monthly Investment Report for the Period Ending September 30, 2022. (10 minutes)

RECOMMENDATION

That the City Council receive and file the report.

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/57AChjDDsDw

BACKGROUND

The City of Oxnard's September 2022 investment report will be brief this reporting period and is required to be submitted to the City Clerk and the City Council pursuant to California Government Code section 53646 and the Investment Policy adopted by the City Council.

But first, I wish to give a special thanks to the city staff without whose assistance this report could not be generated. This report does not show the fund balances, disbursements, or total receipts of the City of Oxnard, because the Oxnard Municipal Code identifies the Oxnard Finance Department is charged with producing that information. This report does reflect the monthly investment information in a similar format that has been presented in previous months along with the amounts in the Bank statements as of September 30, 2022. The following data is included in this report.

For the month of September, the investment portfolio earned an estimated $436,380.63 including LAIF and the Ventura County Investment Pool, and an efficiency rating of 94%.

Not in this sequence, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested. You will notice the large buildup of cash in the bank account for the city's general business. This is the result of the anticipated Federal payments, and it is the intent of the Treasurer to greatly increase the amount of cash invested so that once again it exceeds 90%. For September we were at 1.56% and have exceeded our goal.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return. Third, we explain the cash flows over the last 15 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for a short period, overnight investments versus 2-, 3-, 4-, or 5-year maturities. Fourth, we will show you the daily cash position for September 30, 2022, so that you can see how the Treasurer's department reviews our cash balances every day to assure that the city has enough liquidity to cover its obligations.

And next, we make available the detailed list of every investment that the city currently holds as of the last day of September 31, 2022, upon request.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council, and the public can begin to see the actual amounts in the city's bank accounts at Bank of America. The graphs are created in order to show trends and relationships that are best understood in that method of presentation. So, while this report is brief in the number of pages, we hope to respond to any questions you may have.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The City's total amount invested as of September 30, 2022, at an estimated market value was $349,936.709.20 purchased at a tax cost of $375,418,077.50. Because the upward movement in the GSE market interest rates produces greater earnings, it also results in an estimated net market loss if we had to sell the older lower-yielding instruments in the market today.

In a market (the city's policy requires a risk-free rate of return) of fixed interest rates, any instrument purchased today will decrease in value as the interest rates increase and vice versa. However, with a passive portfolio, one where we intend to hold each instrument until it matures, we can expect to receive the PAR or Face value when we sell back each individual GSE (government-sponsored enterprise bond) or CD so that there would be no market loss.

ITEM	Sept 2022
Cost of investments (bank calc.)	$375,418,077.50
Par or face value	$375,310,000.00

USBank's tax costs and PAR/Face Value

Cash balances on the 30th day of September 2022 in each authorized city bank account with Bank of America totaled $26,694,886.22 in the four Bank of America accounts.

City Treasurer's bank accounts	Sept 2022
City's General Fund bank account	$21,806,316.81
Successor Agency bank account	$4,483,495.57
W/C (workers compensation) account	$91,114.59
Parking Citations updated	$313,959.25
TOTAL CASH IN BANK ACCOUNTS	$26,694,886.22

(Per Bank Statements as of September 30, 2022)

The investments have a par value of $ 375,310,000. Some were purchased months or years earlier and during the period of controlled GSE interest rates set by the former President. To provide a greater return, we can try to reduce the amount invested with LAIF and spread that over the 2,3,4, and 5- year terms. Recently, LAIF was generating an average return that is now moving upward with the City's average portfolio return. LAIF's September average apportionment rate was 1.27%, which is less than the current GSE (government-sponsored enterprise) rates and less than our average portfolio yield. Reducing the amount in LAIF would produce greater returns. However, doing so would also reduce the liquidity of the portfolio.

ITEM	Sept 2022
Cost of investments (bank calc.)	$375,418,077.50
Par or face value	$375,310,000.00
USBank est Market value	$349,936,709.20

Estimated market value

The major portfolio's average current earnings have a yield on a 365-day basis of 1.56% year to date. Based on the face value of the investments, using the average portfolio yield for estimating the amount of interest earnings for the month of September produces estimated interest earnings with an annual total of $ 5,236,567.50 million:

total est monthly earnings	$436,380.63
City's investment rate	1.56%
total est annual earnings	$5,236,567.50

Estimated annual and monthly earnings

Now, when we look back at the monthly cash flows of the recent years, we found that the month with the highest cash outflow was in 2018 with a one-month outflow of $37.4 million. And the fact that we have $65 million invested in LAIF and $31 million in the Ventura County Investment Pool, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity. Before we reveal the details, we want to know the level of efficiency in our investment team. But first, we look to see how much cash is available, and how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of the available cash, and we know that for normal/average operations we should retain a daily balance of $3-5 million in the bank accounts. For the month of September, our efficiency rating is 94%.

amount invested @ tax cost	$375,418,077.50
total available cash to invest	$397,629,468.15
percent invested = efficiency	94%

Efficiency rating

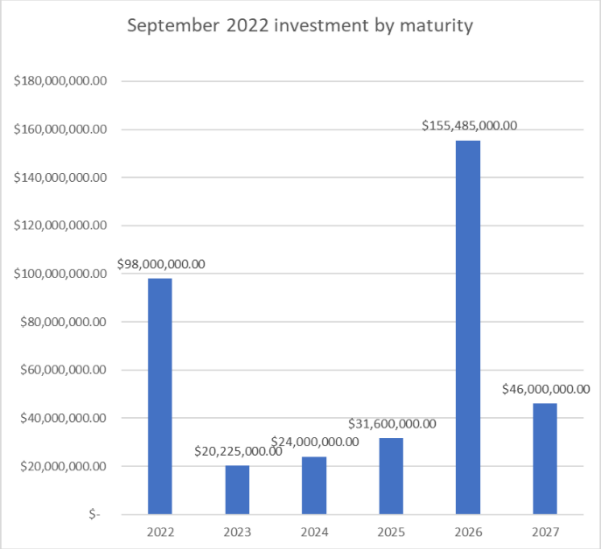
The daily cash report for the last working day in September shows sufficient available cash to satisfy the city's booked short-term obligations.

I reviewed the daily cash report showing $21,321,639.71 in the General Bank account and $4,484,055.72 in the CDC bank account.

DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT
DATE: 09/29/22

	CREDIT ESTIMATE	DESCRIPTION
Collected/Closing Available Balance	**21,077,315.11**	**As of 09/28/22**
1 Day Float	**462,178.10**	**As of 09/28/22**
Credit Cards-C2G/OTC	**78,809.73**	
Auto Pay	**71,165.45**	
Other	**82,213.15**	**Co of Vta**
Other	**15,282.24**	**FEMA**
Other		
TOTAL CREDITS	**$ 21,786,963.78**	
	DEBIT ESTIMATE	
Accounts Payable to Clear	**300,000.00**	
Other	**165,324.07**	**Supp Retirement**
TOTAL DEBITS	**$ 465,324.07**	
GENERAL ACCOUNT BALANCE	**$ 21,321,639.71**	
SUCCESSOR AGENCY	**$ 4,484,055.72**	
LAIF	**$ 57,000,000.00**	
VCIP	**$ 31,000,000.00**	

The bar chart below shows the maturities of the City's investment portfolio and reflects the fact that, as our older instruments are being called early, we find the need to acquire shorter-term notes, but not unless we can guarantee a rate of .79 % or higher as explained above.



Details of investments are available upon request.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS
None

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.2

DATE: November 1, 2022

TO: City Council

FROM: Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org
Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Purchase and Financing of Two Fire Engines. (20 Minutes)

RECOMMENDATION

That the City Council:

1. Approve and authorize the execution of a Purchase Order with South Coast Emergency Fire Equipment for the purchase of two fire engines; and

2. Adopt a resolution approving and authorizing the execution of Equipment Schedule No. 26 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $2.1 million to reimburse the City for the purchase of two Fire Engines; authorizing the execution and delivery of other documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

(Presentation will be live upon consultant's request.)

BACKGROUND

The Oxnard Fire Department (OFD) is an all-hazards agency, providing response for a full range of emergency and non-emergency services to the community. These services include but are not limited to, fire suppression, Urban Search and Rescue, emergency medical service, hazardous materials response, vehicle and industrial accident response, ocean and surf rescue, public fire and life safety education, fire investigation, regulation of hazardous material uses, disaster preparedness and inspection of new construction. In calendar year 2022, OFD responded to 19,227 calls for service. The OFD fleet consists of eight frontline and six reserve fire engines.

On June 21, 2022, City Council approved the FY22/23 Operating and Capital Improvement Budget that included $2,000,000 in Lease Purchase allocation for the purchase of two fire engines. The two new engines will replace E63 and E85 as frontline apparatus, allowing the older engines to be moved to reserve status. The average mileage for the engines to be replaced is currently 115,500. However, with a three year anticipated build time, there may be an additional 25,000 or more miles traveled per apparatus by the time of replacement. Placing the engines into reserve status will allow the retirement of one reserve status engine that has exceeded the National Fire Protection Association 1901 Standard for Automotive Fire Apparatus suggestions that a fire engine service life not exceed 25 years; by the time the engine is removed from service, it will be 28 years of age with an excess of 131,000 miles. Engine 166 will also be removed from service at 20 years of age and 175,000 miles in 2025.

The City has a positive prior relationship with Banc of America and has used Banc of America to finance equipment

purchases several times since 2014. The City Council previously approved a Master Equipment Lease Agreement A-7667, and staff executed the agreement on June 17, 2014. Banc of America Public Capital Corp has approved the attached Master Equipment Lease Purchase Agreement ("Master Lease") with the City, which operates similar to a line of credit. Each equipment purchase functions like a draw on the line of credit and is authorized through Equipment Schedules.

DISCUSSION

Authorizing the Purchase of Fire Engines

The OFD engine fleet currently consists of eight frontline and six reserve engines. The frontline engines are assigned one per station and are dispatched to emergencies based on the closest resource. Reserve engines are placed in service when a frontline engine is being repaired or when additional staffing is required for mutual aid response or preventative increase in staffing due to a weather event or other known issue in the City or larger operational area.

The City does not currently have a vehicle replacement plan for fire engines. However, practice at Los Angeles Fire Department is to replace frontline apparatus after 10 years of service and both Ventura County and Ventura City replace apparatus after 12 years. Currently five of Oxnard frontline engines are 12 to 17 years old with respective mileage between 103,719 to 150,318 miles with three replacement engines on order that have an anticipated delivery date of Spring 2024.

Fire engines are customized vehicles that may take up to three years to assemble. The current estimated delivery time for this order is 31 months (June 2025). The two engines identified to be moved to reserve status are E63 and E85. These engines responded to an average of 2,570 calls in 2021. It can be assumed by the time the new vehicles are assembled, each frontline engine will log an additional 25,000 miles. Once E63 and E85 are moved to reserve status, fire engines 166 and 168 will be removed from service in the fire fleet. Once removed from the active fleet, the apparatus will either be donated for use by Oxnard's Sister City in Ocotlan, Mexico or a local fire academy to be used in the education and training of future firefighters. If, by chance, a recipient for donation cannot be found, reserve engines 166 and 168 can be submitted for sale at auction.

The following table identifies the eight frontline and six reserve fire engines that are currently in service. The chart reflects the recommended status updates based on the delivery of the three engines ordered in January 2021 and two engines to be ordered on November 2, 2022, subject to review of maintenance costs and service status by Fleet Services and the Fire Department at time of delivery.

Frontline Engines

Number	Replacement Status	Model Year	Age (Years)	Manufacturer	Current Mileage
E81	N/A	2019	3	Pierce	24,678
E62	Move to reserve in Spring 2024	2009	13	Pierce	125,216
E63	Move to reserve in Fall 2024	2010	12	Pierce	120,326
E84	Move to reserve in Spring 2024	2009	13	Pierce	150,318
E85	Move to reserve in Fall 2024	2010	12	Pierce	103,719
E66	N/A	2019	3	Pierce	25,472
E87	Move to reserve in Spring 2024	2005	17	Pierce	116,967
E68	N/A	2015	7	Pierce	73,134

Reserve Engines

Number	Replacement Status	Model Year	Age (Years)	Manufacturer	Current Mileage
E181	N/A	2005	17	Pierce	131,413
E162	Remove from fleet in Spring 2024	1997	25	Seagrave	151,300
E163	Remove from fleet in Spring 2024	1997	25	Seagrave	197,310
E185	Remove from fleet in Spring 2024	1997	25	Seagrave	170,562
E166	Remove from fleet in Fall 2024 possibly up to Spring 2025	2005	17	Pierce	140,029
E168	Remove from fleet in Fall 2024 possibly up to Spring 2025	1997	25	Seagrave	131,018

Pursuant to City of Oxnard Ordinance Number 2943, adopted June 19, 2018, the use of cooperative purchasing, whereby multiple government agencies, cooperative entities, or jurisdictions enter into a contract to procure from each other or to collectively procure a vendor, contractor or consultant is permitted. For the procurement of the two engines, South Coast Fire Equipment will represent Pierce Fire Engines utilizing Houston-Galveston Area Council (H-GAC) cooperative pricing; contract FS12-19 is effective from April 1, 2020, to May 31, 2024.

OFD, in partnership with Oxnard Fleet Services and South Coast Fire Equipment, have worked hand in hand to customize the fire engine built to incorporate a "clean cab design." The clean cab design is one step in the commitment OFD has made to reduce personnel exposure to carcinogens. As cancer is the leading cause of firefighter deaths, the Department is dedicated to taking cancer prevention measures in the designs of future apparatus, stations, and PPE. Fire engine manufacturers have increased pricing over the past two years, and Pierce is no exception. Pierce increased the price by 7% on February 1, 2022, and will have an additional 7% increase in November 2022. Competitors of Pierce have increased their prices up to 15% in the same time frame.

The purchase of two additional Pierce fire engines assists in maintaining a fleet of fire engines that are at the forefront of fire service industry standards. The purchase of these Pierce fire engines will also continue to allow consistency to OFD personnel who operate from these fire engines 24 hours a day every day of the year and the fleet personnel that ensure they are mechanically response ready. Having apparatus that operate the same, store tools and equipment in the same locations and require similar maintenance all contribute to the safest and most efficient emergency response for the residents and business owners within the City of Oxnard.

South Coast Fire Equipment has provided a price quote of $995,231.14 per engine including tax, bond, and fees; $1,990,462.28 total. This amount represents two cost savings strategies employed by City staff. First, Pierce plans to increase prices by approximately 6% after November 1, 2022. Accordingly, staff anticipate bringing the purchase item before Council on November 1st and then signing the purchase agreement on the evening of November 1st. This action is expected to save the City approximately $145,000. The second cost savings strategy employed by City staff is a 100% prepayment when the engines are ordered. This results in $78,000 in savings to the City. Combined, these two strategies are estimated to save the City approximately $223,000 in purchase costs.

Authorization of Financing

It is staff's intention to enter into an equipment financing to reimburse the City for the upfront cost of these engines. Pending City Council approval, the City will utilize the existing Master Lease with Banc of America. This master lease

has been in place since 2014, and the City has financed several vehicles over the years. Each financing is considered a "draw" on the Master Lease and is designed as an Equipment Schedule. The current draw for the two fire engines is Equipment Schedule No. 26.

Staff anticipates that funds will be drawn from Equipment Schedule No. 26 in mid-November 2022. Consistent with the City's other equipment leases, staff will submit reimbursement requests to withdraw funds from the escrow for the Equipment Schedule No. 26 to reimburse the City once the authorized equipment has been purchased, delivered, and paid for.

Banc of America has provided a locked, 10-year fixed interest rate of 3.694%. Locking the interest rate removes the risk that interest rates will go up between now and mid-November when the financing is expected to close.

The documents related to this financing are the original Master Equipment Lease/Purchase Agreement, Equipment Schedule No. 26, and the Escrow and Account Control Agreement. Those documents are summarized below:

> **Master Equipment Lease/Purchase Agreement** – this document was approved by the City Council back in 2014. The terms of this document are not changing, but this agreement governs the terms underlying all of the City's outstanding Equipment Schedules with Banc of America.
>
> **Equipment Schedule No. 26** – This document identifies the specific terms for the financing of two fire engines. This document identifies the specific amortization schedule, interest rate, and prepayment provisions for this equipment lease.
>
> **Escrow and Account Control Agreement** – This agreement between the City, Banc of America and Computershare Trust Company, N.A, ("Escrow Agent") outlines the process by which the Escrow Agent will disburse the funds from the escrow to the City to reimburse the City for costs associated with the purchase of the vehicles and for costs associated with entering into the equipment lease.

Based on good faith of closing costs, the principal amount of Equipment Schedule No. 26 is $2,035,000. The principal includes the $1.990 million cost of the equipment plus approximately $44,000 in estimated financing/closing costs. Staff is requesting approval of an aggregate principal amount not to exceed $2.1 million dollars to allow for revised closing costs and other nominal unforeseen costs.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for two engines is $1,990,462.28. The Fiscal Year 2022-23 budget includes an appropriation and lease proceeds of $2,000,000 in the Lease Purchase Equipment Fund (313)/Project 232201. Annual payments for the engines under the lease purchase will be included in future budget requests.

The cost to upfit and equip an engine to be response ready is approximately $181,500 per apparatus. Upfitting will take place once the engines have been built, which is estimated to be two and half years, 31 months, from the placement of the order. The Fire Department will request funds for upfitting to be allocated in the Fiscal Year 2024/25 Operating Budget.

Equipment leases provide an option for the City to make critical equipment purchases under favorable financing conditions. In addition, this lease allows the City to finance equipment over the expected life of the equipment rather than fronting the cost. Based on the locked, fixed 10-year interest rate of 3.694% for the financing, there will be $128,000 combined principal and interest payments every 6 months ($256,000 per fiscal year) through the final maturity of June 1, 2032.

<u>GOOD FAITH ESTIMATES</u>

The good faith estimates set forth herein are provided with respect to Equipment Schedule No. 26 in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by the Municipal Advisor as of October 13, 2022.

Principal Amount. The Municipal Advisor has informed the City that, based on the City's purchase agreements, financing plan, and current market conditions, its good faith estimate of the aggregate principal amount of Equipment Schedule No. 26 is $2,035,000, (the "Estimated Principal Amount").

True Interest Cost of Equipment Schedule No. 26 . The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of Equipment Schedule No. 26 is 3.69%.

Finance Charge of Equipment Schedule No. 26 . The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for Equipment Schedule No. 26, which means the sum of all fees and charges paid to third parties (or costs associated with Equipment Schedule No. 26), is $44,538.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for Equipment Schedule No. 26 is $1,990,462.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on Equipment Schedule No. 26 is $2,435,379, which excludes any reserves or capitalized interest paid or funded with proceeds of Equipment Schedule No. 26 (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only as of October 13, 2022, and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of Equipment Schedule No. 26, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual closing date of Equipment Schedule No. 26 being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Equipment Schedule No. 26 being different from the Estimated Principal Amount, (c) the actual amortization of Equipment Schedule No. 26 being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of funding of Equipment Schedule No. 26 being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of closing of Equipment Schedule No. 26 and the actual principal amount of Equipment Schedule No. 26 will be determined by the City based on the timing of the need for proceeds of the Equipment Schedule No. 26 and other factors. The actual interest rates borne by Equipment Schedule No. 26 will depend on market interest rates at the time of closing thereof. The actual amortization of Equipment Schedule No. 26 will also depend, in part, on market interest rates at the time of closing thereof. Market interest rates are affected by economic, national, international and other factors beyond the control of the City, or the Municipal Advisor.

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on October 11, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: NHA Advisors

ATTACHMENTS

1. Oxnard Resolution - Eqpt Schedule No. 26
2. Oxnard A7667-Master Lease Agreement
3. Escrow Agreement - Eqpt. Schedule No. 26.101822
4. Schedule of Property - Eqpt. Schedule No. 26

5. Engine Quote Pre and Post Price Increase
6. Oxnard CC 11-01-22 Presentation - Fire Engines Purchase and Financing.101822

RESOLUTION NO. _____

AUTHORIZING RESOLUTION (LEASE)

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OXNARD, CALIFORNIA, AUTHORIZING THE PURCHASE OF CERTAIN EQUIPMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF SCHEDULE(S) OF PROPERTY TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF THAT CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Oxnard (the *"Lessee"*), a City duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California is authorized by the laws of the State of California to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the *"City Council"*) has determined that a need exists for the acquisition, financing and leasing of certain equipment with a cost not to exceed $2,100,000 and consists of fire engines, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the *"Equipment"*) on the terms herein provided;

WHEREAS, the City has received a quote from South Coast Emergency Fire Equipment for the purchase of the Equipment in the amount of $1,990,462.28;

WHEREAS, the City Council has previously approved a reimbursement resolution detailing the City's intention to pay certain capital expenditures in connection with the Equipment prior to the issuance of one or more series of tax-exempt obligations and the City reasonably expects that certain of the proceeds of indebtedness will be used to reimburse the City for the Equipment;

WHEREAS, in order to reimburse the City for the cost of acquiring such Equipment, the Lessee proposes to enter into those certain Schedule(s) of Property (the "*Equipment Schedule(s)*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the *"Lessor"*), substantially in the proposed form presented to the City Council at this meeting, which Equipment Schedule incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of April 8, 2014, by and between Lessor and Lessee (the *"Agreement")*; and

WHEREAS, the City Council deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Equipment Schedule and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Authorization to Purchase and Prepay. The Mayor, City Manager, or Chief Financial Officer are hereby authorized to execute a purchase order for South Coast Emergency Fire Equipment in the amount of $1,990,462.28 for the prepayment and purchase of the Equipment.

Section 2. Findings and Determinations. It is hereby found and determined that the terms of the Equipment Schedule(s) and the form of Rental Payment Schedule(s), in the form presented to the City Council at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 3. Approval of Documents. The form, terms and provisions of the Equipment Schedule(s) and Rental Payment Schedule(s) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by City Manager or Chief Financial Officer of the Lessee or other members of the governing body of the Lessee (the *"Authorized Officials"*) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Equipment Schedule(s) under which a separate Lease (as defined in the Agreement) is created, the Rental Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto.

Section 4. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 5. No General Liability. Nothing contained in this Resolution, the Lease, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 6. Appointment of Authorized Lessee Representatives. The City Manager and Chief Financial Officer of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 9. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 1st day of November, 2022.

City of Oxnard, CA
as lessee

[SEAL]

By:_____
Printed Name: _____
Title: _____

ATTEST:

By:_____
Printed: Name: _____
Title: _____

APPROVED AS TO FORM:

By:_____
Printed: Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the above Resolution No. ___ (the *"Resolution"*), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on November 1, 2022. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of _____, 20__.

_____
Name:_____
Title:_____

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the *"Agreement"*) dated as of April 8, 2014, and entered into between Banc of America Public Capital Corp., a Kansas corporation (*"Lessor"*), and City of Oxnard, California, a municipal corporation existing under the laws of the State of California (*"Lessee"*).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and in the event of a conflict the terms of a Schedule prevail; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the Schedules hereto for the purposes set forth herein; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means the amount specified in each Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease.

"Acquisition Fund" means, with respect to any Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

"Acquisition Fund Agreement" means, with respect to any Lease, an Acquisition Fund and Account Control Agreement, substantially in the form of Exhibit A attached hereto, in form and substance acceptable to and executed by Lessee, Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered.

"Acquisition Fund Custodian" means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

"Acquisition Period" means, with respect to each Lease, that period stated in the Schedule to such Lease during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs.

A-7667

COUNCIL APPROVAL
DATE: 6/17/14 AGENDA # S-12

"Agreement" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.05.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

"Contract Rate" means the rate identified as such in the applicable Schedule.

"Equipment" means the property listed in each of the Leases and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means the total cost of the Equipment listed in each Lease, including soft costs such as freight, installation and taxes paid up front by Lessor and all capitalizable consulting and training fees approved by Lessor, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease; *provided* that (i) any such soft costs on a cumulative basis shall not exceed a percentage of the Maximum Equipment Cost approved by Lessor and (ii) in no event shall capitalizable delivery charges, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor's prior consent.

"Event of Default" means an Event of Default described in Section 12.01.

"Lease" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule. Each Schedule shall constitute a separate and independent Lease.

"Lease Proceeds" means, with respect to each Lease, the total amount of money to be paid by Lessor to the Acquisition Fund Custodian for deposit and application in accordance with such Lease and the Acquisition Fund Agreement.

"Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

"Material Adverse Change" means (a) prior to the Utilization Period Expiration, a downgrade in Lessee's external debt rating of two or more subgrades by either Moody's Investors Service, Inc, or Standard & Poor's Ratings Group or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee's credit rating to be below investment grade, and (b) thereafter, any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee and its subsidiaries taken as a whole, or (ii) Lessee's ability to perform its obligations under this Agreement or any Lease.

"Maximum Equipment Cost" means the cumulative amount specified in the latest Schedule executed under this Agreement.

"Original Term" means the period from the Commencement Date for each Lease until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Purchase Price" means, with respect to the Equipment listed on a Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

"Renewal Terms" means the renewal terms of each Lease, each having a duration of one year and a term coextensive with Lessee's fiscal year, as specified in the Schedule applicable thereto.

"Rental Payments" means the basic rental payments payable by Lessee under each Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

"Schedule" means each separately numbered Schedule of Property substantially in the form of Exhibit B-1 hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit B-2 hereto.

"State" means the State of California.

"Utilization Period Expiration" means the date, with respect to each Lease not funded under an Acquisition Fund Agreement, by which Lessee must deliver an Acceptance Certificate for the Equipment under such Lease as indicated in Section 3.04(b).

"Vendor" means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier with whom Lessor arranged Lessee's acquisition and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under each Lease.

(g) Lessee has kept, and throughout the Lease Term of any Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year when approved but not later than 30 days prior to its current fiscal year end. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the

Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term to such item.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's security interest in the Equipment and Lessor's rights and benefits under this Lease.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms of this Master Lease, Lessor agrees to provide the funds specified in each Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of each Lease, Lessor demises, leases, transfers and lets to Lessee, and Lessee acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law,

to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, executed by Lessee and the Acquisition Fund Custodian, unless Lessor pays 100% of the Acquisition Amount directly to the Vendor upon execution of the Lease;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) A certified copy of a resolution, ordinance or other official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D respecting such Lease and otherwise satisfactory to Lessor;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) A copy of a fully completed and executed Form 8038-G;

(ix) If any Equipment units are motor vehicles, properly completed certificates of title for such vehicles; and

(x) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to any Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than the date listed as the Utilization Period Expiration in the applicable Schedule.

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor or, if authorized by Lessee's governing body, will reimburse Lessee for the prior payment of any such Acquisition Amounts by Lessee to the Vendor, upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest payments as more fully detailed on each Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the Balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each

Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by Lessee, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

Section 4.05. Tax Covenants.

(a) Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) In the event that Lessee does not spend the moneys in the Acquisition Fund within six (6) months of the date the deposit is made pursuant to Section 3.04(c), Lessee will, if required by section 148(f) of the Code to pay rebate: (i) establish a Rebate Account and deposit the Rebate Amount (as defined in Section 1.148-3(b) of the Federal Income Tax Regulations) not less frequently than once per year after the applicable Commencement Date; and (ii) rebate to the United States, not less frequently than once every five (5) years after the applicable Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Rental Payments or the Purchase Price as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Lessee shall determine the Rebate Amount, if any, at least every year and upon payment of all Rental Payments or the Purchase Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Rental Payments or the Purchase Price.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, *"Event of Taxability"* means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

Section 4.07. Mandatory Prepayment. If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date, pro rata to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit E.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule in the forms attached hereto as Exhibits B-1 and B-2. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

Section 5.02. Quiet Enjoyment of Equipment. So long as Lessee is not in default under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be relocated from the base location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-

certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During each Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.02. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

Section 6.03. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during each Lease Term.

Section 7.02. Insurance. Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment; (b) liability insurance naming Lessor as additional insured that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) worker's compensation coverage as required by the laws of the State; *provided* that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clause (a). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee in connection with a Lease or any material misrepresentation provided by Lessee in connection with a Lease. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all

obligations under all Leases or the termination of the Lease Term under any Lease for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section, the replacement equipment (the *"Replacement Equipment"*) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessor shall receive a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase all of the Equipment listed in a Lease, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "*Purchase Option Commencement Date*"), on the Rental Payment dates specified in each Lease, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option (which shall be the earlier of the next Rental Payment date or 60 days after the casualty event) upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of $1.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's security interests in and to such Equipment will be terminated.

ARTICLE XI

Section 11.01. Assignment by Lessor.

(a) Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases, its security interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided,* that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; *provided* such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands neither the Lease nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; *provided further,* that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity.

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During each Lease Term, Lessee shall keep, or cause to be

kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

(c) If Lessor notifies Lessee of its intent to assign the Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of Exhibit F attached to this Lease within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under any Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an *"Event of Default"* under a Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under any Lease within 10 days of the date when due as specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor under which there is outstanding, owing or committed an aggregate amount of at least 10% of Lessee's aggregate current long- and short-term indebtedness, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any

such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. Applicable Law. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By: Bridgett Arnold
Name: Bridgett Arnold
Title: Authorized Agent

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rena Bassett
Fax No.: _____

By: _____
Name: _____
Title: _____

(Seal)

Attest:

By: James Cameron
Name: _____
Title: _____

List of Exhibits

Exhibit A -- Acquisition Fund and Account Control Agreement
Exhibit B-1 -- Schedule of Property
Exhibit B-2 -- Rental Payment Schedule
Exhibit C -- Certificate
Exhibit D -- Opinion of Counsel Form
Exhibit E -- Acceptance Certificate
Exhibit F -- Notice and Acknowledgement of Assignment

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By: _____

Name: _____

Title: _____

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rena Bassett
Fax No.: _____

By: _____

Name: Carmen Ramirez,

Title: Mayor Pro Tem

(Seal)

Attest:

By: _____

Name: James Cameron

Title: Chief Financial Officer

List of Exhibits

Exhibit A -- Acquisition Fund and Account Control Agreement
Exhibit B-1 -- Schedule of Property
Exhibit B-2 -- Rental Payment Schedule
Exhibit C -- Certificate
Exhibit D -- Opinion of Counsel Form
Exhibit E -- Acceptance Certificate
Exhibit F -- Notice and Acknowledgement of Assignment

EXHIBIT A

ACQUISITION FUND AND ACCOUNT CONTROL AGREEMENT

(Will be provided upon request)

EXHIBIT B-1

SCHEDULE OF PROPERTY NO. ___

Re: Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp., as Lessor, and City of Oxnard, California, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Master Equipment Lease"*).

2. *Equipment.* The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Quantity	Description	Serial No.	Model No.	Location

3. *Payment Schedule.*

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit _____. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit E to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this

Agreement and the Leases pursuant to [Resolution No. _____] [Ordinance No. _____], approved on _____, 20____; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (f) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

[OPTION: IF ACQUISITION FUND AGREEMENT IS USED:

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Acquisition Fund Custodian in connection with this Schedule is $_____, of which $_____ is for deposit to the Expense Fund and the balance is for deposit to the Acquisition Fund. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule No. _____.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment described in this Schedule to be paid to the Vendor is $ _____.]

[OPTION: IF ACQUISITION FUND AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the ____ month following the date hereof.]

[7][8]. *Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____.

[8][9]. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is _____.

[OPTION: IF NO ACQUISITION FUND AGREEMENT IS USED:

[9][10]. *Utilization Period Expiration.* The Utilization Period Expiration is _____.]

[10][11]. *Maximum Equipment Cost.* The Maximum Equipment Cost approved on a cumulative basis under the Lease for this Schedule and all previous Schedules is $_____.

[11][12]. *Contract Rate.* The Contract Rate for this Schedule is _____%.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[12][13]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) Registered Owner: City of Oxnard, California

(b) Lienholder: Banc of America Public Capital Corp.
555 California Street, 4th Floor
Mail Code CA5-705-04-01
San Francisco, California 94104

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

Dated: _____

LESSOR:
Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

By: _____

Name: _____

Title: _____

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rena Bassett

EXHIBIT ONLY-DO NOT EXECUTE

By: _____

Name: _____

Title: _____

(Seal)

Attest:

By: _____

Name: _____

Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B-2

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Purchase Price [excluding Prepayment Premium]

Prepayment Premium for purposes of Section 10.01(a) is _____[insert formula]_____.

For purposes of this Lease, *"Taxable Rate,"* with respect to the interest component of Rental Payments, means an annual rate of interest equal to _____%.

LESSEE:
City of Oxnard, California

EXHIBIT ONLY-DO NOT EXECUTE

By: _____

Name: _____

Title: _____

EXHIBIT C

CERTIFICATE

The undersigned, a duly elected and acting _____ [Secretary] [City Clerk] of City of Oxnard, California (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of April 8, 2014 and the Schedule(s) thereunder and all future Schedule(s) (the *"Agreements"*) by and between Lessee and Banc of America Public Capital Corp., and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT ONLY-DO NOT EXECUTE

Dated: _____

By: _____

Name: _____

Title: _____

(The signer certifying this Certificate cannot be listed above as authorized to execute the Agreements.)

EXHIBIT D

OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp., as Lessor, and City of Oxnard, California, as Lessee

Ladies and Gentlemen:

As legal counsel to City of Oxnard, California (*"Lessee"*), I have examined (a) an executed counterpart of a certain Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, and Exhibits thereto by and between Banc of America Public Capital Corp. (*"Lessor"*) and Lessee (the *"Agreement"*) and an executed counterpart of Schedule of Property No. _____, dated _____, by and between Lessor and Lessee (the *"Schedule"*), which, among other things, provides for the lease of certain property listed in the Schedule (the *"Equipment"*) and a certain Acquisition Fund and Account Control Agreement among Lessor, Lessee, and _____ as Acquisition Fund Custodian, dated _____, (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease", and the Lease and the Acquisition Fund and Account Control Agreement are referred to collectively as the "Transaction Documents."

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and [has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power][is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code].

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Lease.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

[6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of _____ personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.]

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Printed Name: _____ Signature: _____

Firm: _____ Dated: _____

Address: _____

Telephone No.: _____

EXHIBIT E

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp., as Lessor, and City of Oxnard, California, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the *"Schedule"*) has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

LESSEE:
City of Oxnard, California

EXHIBIT ONLY-DO NOT EXECUTE

By: _____

Name: _____

Title: _____

(Seal)

EXHIBIT F

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

DATED _____

BANC OF AMERICA PUBLIC CAPITAL CORP. (*"Assignor"*) hereby gives notice that it has assigned and sold to [_____] (*"Assignee"*) all of Assignor's right, title and interest in, to and under [Schedule of Property] No. [_____], dated [_____] (the *"Lease"*) to the Master Equipment Lease/Purchase Agreement (*"Equipment Lease"*) dated as of [_____], between Assignor and _____ (*"Lessee"*).

For purposes of this Notice and Acknowledgment of Assignment (the *"Acknowledgment"*), "Lease" means collectively the Lease identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "Lease" specifically excludes all other [Schedules of Property] entered into under the Equipment Lease and rental payments other than with respect to the [Schedule of Property] identified above. Each capitalized term used but not defined herein has the meaning set forth in the Equipment Lease described above.

1. Pursuant to the authority of Resolution _____ adopted on _____, Lessee hereby acknowledges the effect of the assignment of the Lease and absolutely and unconditionally agrees to deliver to Assignee all rental payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Lease, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section [_____] of the Lease, the obligations of Lessee to make rental payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	–	_____
Amount of Each Rental Payment	–	$_____
Total Amount of Rents Remaining	–	$_____
Frequency of Rental Payments	–	_____

Next Rental Payment Due – _____

Funds Remaining in Escrow Fund – $_____

4. The Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Lessee related to the Lease and any requests for escrow disbursements, if applicable, and all rental payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

_____

_____

_____

ACKNOWLEDGED AND AGREED:

LESSEE: _____
[FOR EXHIBIT PURPOSES ONLY]

By: _____

Name: _____

Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP.
[FOR EXHIBIT PURPOSES ONLY]

By: _____

Name: _____

Title: _____

Escrow Agreement

This Escrow Agreement (this "Agreement") dated as of November 15, 2022by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), the City of Oxnard, California, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "Lessee") and Computershare Trust Company, N.A., a national banking association organized under the laws of the United States (hereinafter referred to as "Escrow Agent").

Reference is made to that certain Master Equipment Lease/Purchase Agreement dated as of April 8, 2014 between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount $2,035,000.00 be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment. The Parties acknowledge that the Escrow Agent is not a party to, is not bound by, and has no duties or obligations under the Lease, that all references in this Agreement to the Lease are for convenience, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "Oxnard Equipment Escrow Account Schedule 26" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed, and returned in accordance with the terms hereof. Following execution hereof, the Acquisition Amount of $ in immediately available funds shall be wired by the Lessor to the Escrow Agent in order to be deposited and held in the Escrow Account.

(b) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Account and any investment income thereon as set forth in Exhibit B hereto or as set forth in any subsequent written instruction signed by Lessee. All funds invested by Escrow Agent at the direction of Lessee shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any additional cash is received by the Escrow Agent for the Escrow Account after the cut-off time for the designated investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee designating an investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing

appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest earned on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of California State law. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Agreement. Lessee acknowledges that the Escrow Agent is not providing investment supervision, recommendations, or advice. Lessee agrees that confirmations of permitted investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered. No investment statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The parties may obtain confirmations at no additional cost upon its written request.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) Lessor and Lessee each respectively represent and warrant that each person signing this Agreement are duly authorized and has legal capacity to execute and deliver this Escrow Agreement, along with each exhibit, agreement, document, and instrument to be executed and delivered by the Parties to this Agreement. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity,

authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent's conduct is determined to be gross negligence or willful misconduct with regard to its duties hereunder, to the extent permitted by law, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement. The Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstance will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Agreement. This Agreement sets forth all matters pertinent to the Escrow Account contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Agreement or the Lease. The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as duties. No provision of this Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Agreement.

(l) The Escrow Agent shall not be liable, directly or indirectly, for any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have resulted from the Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect, punitive, or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

(m) Lessor and Lessee are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Lessor or Lessee, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Account escheat by operation of law.

(n) The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by Lessee on the date hereof. The fee agreed upon for the services rendered hereunder is intended as

full compensation for the Escrow Agent's services as contemplated by this Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Agreement, or there is any assignment of interest in the subject matter of this Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) calendar days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount up to the highest rate permitted by applicable law.

(o) In the event that any Acquisition Amount shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Acquisition Amount, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. The Escrow Agent shall further have no obligation to pursue any action that is not in accordance with applicable law.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee, Lessor and Escrow Agent that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment and to pay a portion of the City's costs of issuance.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements

shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-1 Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Escrow Agent shall confirm each funds transfer instruction received in the name of a Lessee or Lessor by means of the security procedure selected by such Lessor and Lessee respectively and communicated to the Escrow Agent through a signed certificate in the form of Exhibit A-1 or Exhibit A-2 attached hereto, which upon receipt by the Escrow Agent shall become a part of this Agreement. Once delivered to the Escrow Agent, Exhibit A-1 or Exhibit A-2 may be revised or rescinded only by a writing signed by an authorized representative of the Lessor or Lessee. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit A-1 or A-2 or a rescission of an existing Exhibit A-1 or A-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the Lessor and Lessee under this Agreement. Lessor and Lessee understand that the Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the security procedure selected by such Party may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and

2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied. Absent gross negligence or willful misconduct on the part of the Escrow Agent, the Escrow Agent shall not be liable for any action taken or not taken by it in accordance with an executed Disbursement Request.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the

Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of California ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been notified or has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity

who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease, provided however, the Escrow Agent will not be responsible to determine or to make inquiry into any term, capitalized, or otherwise, not defined herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor:	Banc of America Public Capital Corp 11333 McCormick Road Mail Code: MD5-032-07-05 Hunt Valley, MD 21031 Attn: Contract Administration Fax: (443) 541-3057
If to Lessee:	City of Oxnard, California 300 W. Third Street, Third Floor Oxnard, CA 93030 Attn: Betsy George, CFO Email: betsy.george@oxnard.org
If to Escrow Agent	Computershare Trust Company, N.A. CTSO Mail Operations Attn: Christine Magnuson, Corporate Trust Services MAC: N9300-070 600 South 4th Street, 7th Floor Minneapolis, MN 55415 Telephone: (612) 667-6759 E-mail: christine.magnuson@computershare.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto consent to jurisdiction in the State of California and venue in any state or Federal court located in the County of Ventura. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY LITIGATION, ACTION, PROCEEDING IN ANY COURT ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. The Parties and Escrow Agent represent and warrant that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. This Agreement shall be binding on and inure to the

benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

15. The failure of any party to this Agreement to any time or times to require performance of any provision under this Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Agreement.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

By: _____

Name: _____

Title: _____

City of Oxnard, California
as Lessee

By: _____

Name: _____

Title: _____

Computershare Trust Company, N.A.,
as Escrow Agent

By: _____

Name: _____

Title: _____

SCHEDULE 1
to the Escrow Agreement

FORM OF DISBURSEMENT REQUEST

Re: Master Equipment Lease/Purchase Agreement dated as of April 8, 2014 by and between Banc of America Public Capital Corp, as Lessor, and City of Oxnard, California, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of _____ (the "Escrow Agreement") by and among Banc of America Public Capital Corp ("Lessor"), the City of Oxnard, California ("Lessee") and _____, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
	<invoice list OR "see attached" with a spreadsheet>		
	<invoice list OR "see attached" with a spreadsheet>		

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the "Payee Information") is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

Dated: _____

CITY OF OXNARD, CALIFORNIA

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

EXHIBIT A-1

City of Oxnard ("Lessee") certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit A-1 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of Lessee, and that the option checked in Part III of this Exhibit A-1 is the security procedure selected by Lessee for use in verifying that a funds transfer instruction received by the Escrow Agent is that of Lessee.

Lessee has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit A-1 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit A-1, Lessee acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by Lessee.

NOTICE: The security procedure selected by Lessee will not be used to detect errors in the funds transfer instructions given by Lessee. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that Lessee take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Lessee

Name	Title	Telephone Number	E-mail Address	Specimen Signature
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

Name	Title	Telephone Number	E-mail Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Part III

<u>Means for delivery of instructions and/or confirmations</u>

The security procedure to be used with respect to funds transfer instructions is checked below:

☐ *<u>Option 1. Confirmation by telephone call-back</u>*. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit A-1.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

☐ *<u>Option 2. Confirmation by e-mail</u>*. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit A-1. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit A-1. Lessee understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. Lessee further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

☐ **<u>Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation</u>*. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If ["_____"] wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If ["_____"] chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

☐ **<u>Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation</u>*. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

**The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this ____ day of _____, 20__.

By _____
Name:
Title:

EXHIBIT A-2

Banc of America Public Capital Corp ("Lessor") certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit A-2 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of Lessor, and that the option checked in Part III of this Exhibit A-2 is the security procedure selected by Lessor for use in verifying that a funds transfer instruction received by the Escrow Agent is that of Lessor.

Lessor has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit A-2 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit A-2, Lessor acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by Lessor.

NOTICE: The security procedure selected by Lessor will not be used to detect errors in the funds transfer instructions given by Lessor. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that Lessor take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Lessor

Name	Title	Telephone Number	E-mail Address	Specimen Signature
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

Name	Title	Telephone Number	E-mail Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Part III

<u>Means for delivery of instructions and/or confirmations</u>

The security procedure to be used with respect to funds transfer instructions is checked below:

☐ *<u>Option 1. Confirmation by telephone call-back</u>*. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit A-2.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

☐ *<u>Option 2. Confirmation by e-mail</u>*. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit A-2. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit A-2. Lessor understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. Lessor further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

☐ **<u>Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation</u>*. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If ["_____"] wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If ["_____"] chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

☐ **<u>Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation</u>*. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

**The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this ____ day of _____, 20__.

By _____
Name:
Title:

EXHIBIT B

Investment Direction to be attached.

Computershare

Deposit Option Investment Direction Form

Direction to use the following Computershare Trust Company, N.A. (Computershare) Deposit Option for cash balances for the following account(s):

Account name:	**City of Oxnard, California / Banc of America Public Capital Corp Equipment Schedule 26 – Escrow Account**
Account number(s):	xxxx7600

You are hereby directed to deposit, as indicated below, or as I shall direct further in writing from time to time, all cash in the account(s) in the following Computershare Deposit Option:

☒	**Computershare Domestic Deposit Option (DDOM)** **(SEI CUSIP = VP7000301)**

I acknowledge that I have full power and authority to direct investments of the account(s) and have determined that the deposit option is an appropriate investment for the account(s).

I understand that Computershare shall have no responsibility or liability for any diminution of the funds that may result from any deposit or investment made by Computershare in accordance with this direction, including any losses resulting from a default by any bank, financial institution or other third party.

I understand that deposits held in the above mentioned Deposit Option will be held with financial institutions as described in the Fact Sheet that was provided to me.

I understand that amounts on deposit in the DDOM are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of $250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of $250,000.

I understand that Computershare may from time to time receive compensation in connection with such deposits or investments.

I understand that I may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

EXHIBIT C

FEES OF ESCROW AGENT

Corporate Trust Services Schedule of fees to provide escrow agent services

SCHEDULE OF PROPERTY NO. 26

Re: Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp, as Lessor, and City of Oxnard, California, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Master Equipment Lease"*). For purposes of this Schedule the following defined terms in the Master Equipment Lease shall be defined as the following:

a. The Acquisition Fund shall be deemed the Oxnard Escrow Account created under the Acquisition Fund Agreement.

b. The Acquisition Fund Agreement shall be deemed that certain Escrow Agreement, dated as of November 15, 2022, by and among Lessor, Lessee and the Acquisition Fund Custodian.

c. The Acquisition Fund Custodian shall be deemed Computershare Trust Company, N.A., a national banking association, as Escrow Agent under Escrow Agreement, dated as of November 15, 2022, by and among Lessor, Lessee and Computershare Trust Company, N.A.

2. *Equipment*. The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Three (3) fire trucks consisting of two (2) engines and one (1) ladder truck as further described in each Disbursement Request under the Escrow Agreement, together with all attachments, additions, accessions, parts, repairs, improvements, replacements, and substitutions thereto as provided in the Agreement

3. *Payment Schedule*.

(a) *Rental Payments*. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit B. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit E to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(b) *Purchase Price Schedule*. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment

Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this Agreement and the Leases pursuant to Agenda Item No. _____, approved on _____, 2022; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (f) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Acquisition Fund Custodian in connection with this Schedule is $2,035,000.00, of which $2,035,000.00 is for deposit to the Acquisition Fund. It is expected that by eighteen (18) months from the date of this Schedule of Property No. 26, Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or eighteen (18) months from the date of this Schedule of Property No. 26.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the 18th month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and (10) Ten consecutive Renewal Terms, with the final Renewal Term ending on June 1, 2032.

9. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is June 1, 2028.

10. *Maximum Equipment Cost*. The Maximum Equipment Cost approved on a cumulative basis under the Lease for this Schedule and all previous Schedules is $25,590,000.00.

11. *Contract Rate.* The Contract Rate for this Schedule is 3.6940%.

12. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a)	Registered Owner:	City of Oxnard, California
(b)	Lienholder:	Banc of America Public Capital Corp Bank of America Plaza 600 Peachtree Street, NE, 11th Floor Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

[*Remainder of page intentionally left blank; signature page follows*]

Dated: November 15, 2022

LESSOR:
Banc of America Public Capital Corp
555 California Street, 6th Floor
San Francisco, California 94104
Attention: Contract Administration

By: _____

Name: _____

Title: _____

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rovee Oera

By: _____

Name: _____

Title: _____

(Seal)

Attest:

By: _____

Name: _____

Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Purchase Price
11/15/2022				2,035,000.00	
6/1/2023	128,178.47	40,927.47	87,251.00	1,947,749.00	N/A
12/1/2023	128,177.92	35,974.92	92,203.00	1,855,546.00	N/A
6/1/2024	128,177.93	34,271.93	93,906.00	1,761,640.00	N/A
12/1/2024	128,177.49	32,537.49	95,640.00	1,666,000.00	N/A
6/1/2025	128,178.02	30,771.02	97,407.00	1,568,593.00	N/A
12/1/2025	128,177.91	28,971.91	99,206.00	1,469,387.00	N/A
6/1/2026	128,177.58	27,139.58	101,038.00	1,368,349.00	N/A
12/1/2026	128,178.41	25,273.41	102,905.00	1,265,444.00	N/A
6/1/2027	128,177.75	23,372.75	104,805.00	1,160,639.00	N/A
12/1/2027	128,178.00	21,437.00	106,741.00	1,053,898.00	N/A
6/1/2028	128,177.50	19,465.50	108,712.00	945,186.00	945,186.00
12/1/2028	128,177.59	17,457.59	110,720.00	834,466.00	834,466.00
6/1/2029	128,177.59	15,412.59	112,765.00	721,701.00	721,701.00
12/1/2029	128,177.82	13,329.82	114,848.00	606,853.00	606,853.00
6/1/2030	128,177.57	11,208.57	116,969.00	489,884.00	489,884.00
12/1/2030	128,178.16	9,048.16	119,130.00	370,754.00	370,754.00
6/1/2031	128,177.83	6,847.83	121,330.00	249,424.00	249,424.00
12/1/2031	128,177.86	4,606.86	123,571.00	125,853.00	125,853.00
6/1/2032	128,177.50	2,324.50	125,853.00	-	-
	---	---	---		
TOTALS	2,435,378.90	400,378.90	2,035,000.00		

Prepayment Premium for purposes of Section 10.01(a) is 0.00%.

For purposes of this Lease, *"Taxable Rate,"* with respect to the interest component of Rental Payments, means an annual rate of interest equal to 4.7147%.

LESSEE:
City of Oxnard, California

By: _____

Name: _____

Title: _____

PROPOSAL FOR FURNISHING FIRE APPARATUS

September 16, 2022

Oxnard Fire Department
360 W Second Street
Oxnard , CA, 93030

The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Ontario, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension
Two 2 Arrow XT Triple Combination 1500 GPM Pumpers	$ 951,963.00	$ 1,903,926.00
Multiple Unit Discount		$ (10,000.00)
100% Prepayment Discount	$ (39,000.00)	$ (78,000.00)
Customers Price After Discounts	**$ 912,963.00**	**$ 1,815,926.00**
Sales Tax @ 9.250%	$ 84,449.08	$ 167,973.16
Performance Bond	$ 2,271.06	$ 4,542.12
California Tire Fee	$ 10.50	$ 21.00
Consortium Fee HGAC Fee	$ 1,000.00	$ 2,000.00
TOTAL PREPAY PURCHASE PRICE	**$ 1,000,693.64**	**$ 1,990,462.28**
Less 100% Pre-payment at Contract Signing	$ 1,000,693.64	$ 1,990,462.28
BALANCE DUE AT DELIVERY	$0.00	$0.00

100% PRE-PAYMENT DISCOUNT SHOWN ABOVE IS AVAILABLE IN TWO WAYS:

a) If your department makes a 100% cash pre-payment at contract signing.
b) If your department signs up for a lease-purchase with Pierce Financial Solutions. This would require no money down and no payments for one (1) year if desired.

Said apparatus and equipment are to be built by the manfacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about **890-950** calender days after receipt of this order and the acceptance thereof at our office in Ontario, California, and to be delivered to you at **Oxnard**

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from the specified date, the right is reserved to withdraw this proposition.

Respectfully Submitted,

South Coast Fire Equipment, Inc.

Bryden M Newell

Bryden Newell
Sales Representative

* Discount for the 100% pre-payment option includes discounts for the chassis, interest, aerial (if applicable), and flooring charges.
* Any item added after this option is elected will come at additional cost and will be added to the final invoice.

PROPOSAL FOR FURNISHING FIRE APPARATUS

September 16, 2022

Oxnard Fire Department
360 W Second Street
Oxnard , CA, 93030

The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Ontario, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension	
Two 2 Arrow XT Triple Combination 1500 GPM Pumpers	$ 1,018,670.00	$ 2,037,340.00	POST PRICE INCREASE
Multiple Unit Discount		$ (10,000.00)	
100% Prepayment Discount	$ (39,000.00)	$ (78,000.00)	
Customers Price After Discounts	**$ 979,670.00**	**$ 1,949,340.00**	
Sales Tax @ 9.250%	$ 90,619.48	$ 180,313.95	
Performance Bond	$ 2,271.06	$ 4,542.12	
California Tire Fee	$ 10.50	$ 21.00	
Consortium Fee HGAC Fee	$ 1,000.00	$ 2,000.00	
TOTAL PREPAY PURCHASE PRICE	**$ 1,073,571.04**	**$ 2,136,217.07**	
Less 100% Pre-payment at Contract Signing	$ 1,073,571.04	$ 2,136,217.07	
BALANCE DUE AT DELIVERY	$0.00	$0.00	

100% PRE-PAYMENT DISCOUNT SHOWN ABOVE IS AVAILABLE IN TWO WAYS:

a) If your department makes a 100% cash pre-payment at contract signing.
b) If your department signs up for a lease-purchase with Pierce Financial Solutions. This would require no money down and no payments for one (1) year if desired.

Said apparatus and equipment are to be built by the manfacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about **890-950** calender days after receipt of this order and the acceptance thereof at our office in Ontario, California, and to be delivered to you at **Oxnard**

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South Coast Fire Equipment, Inc.

Bryden M Newell

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Sales Representative

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* Any item added after this option is elected will come at additional cost and will be added to the final invoice.

PURCHASE and FINANCING Of TWO FIRE ENGINES

NHA Advisors LLC

CITY OF OXNARD CALIFORNIA

November 1, 2022

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute a Purchase Order with South Coast Emergency Fire Equipment for the purchase of two fire engines; **and**

2. Adopt a resolution approving and authorizing the execution of Equipment Schedule No. 26 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $2.1 million to reimburse the City for the purchase of two Fire Engines; authorizing the execution and delivery of other documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

1. Approving the Purchase of the Fire Engines

CITY OF OXNARD CALIFORNIA

DISCUSSION – Purchase of Fire Engines

- Oxnard Fire Department continues to improve and modernize fleet
  - No formal vehicle replacement plan in place, but the City actively replacing older vehicles
  - Currently 5 of the City's frontline engines are between 12 and 17 years old
    - City purchased 3 engines back in March 2022, expected delivery is Spring 2024
- Current need for two new fire engines:
  - Pierce Arrow XT Triple Combination 1500 GPM Pumpers
  - Will utilize the new "Clean Cab" design to minimize firefighter exposure to carcinogens
  - Two current engines (E63 and E85) will be moved to reserve status upon delivery of the new engines

E63 - 2010 Pierce Arrow XT - 120,326 Miles

E85 - 2010 Pierce Arrow XT - 110,518 Miles

DISCUSSION – Purchase of Fire Engines

- City staff have selected South Coast Emergency Fire Equipment as the vendor
- Purchase cost reflects H-GAC Cooperative pricing
- Strategy to reduce the purchase costs of the vehicles results in combined $224k total reduction in the purchase price

1

Accelerating the purchase saves $145,000

Pierce implementing a 7% price increase on 11/2/2022; purchasing before then saves $72,877 per engine.

2

Prepaying for the Vehicles reduces purchase price by $78,000

Prepayment	Pay on receipt
$ 995,231.14	$ 1,034,231.14
x 2 engines	x 2 engines
$1,990,462.28	$2,068,462.28

FINANCIAL IMPACT – Purchase of Fire Engines

Cost to Purchase Two (2) Engines is $1,990,462.28

- $2,000,000 allocated in Fiscal Year 2022/2023 Operating Budget Lease Purchase Equipment Fund (313) Project 232201.

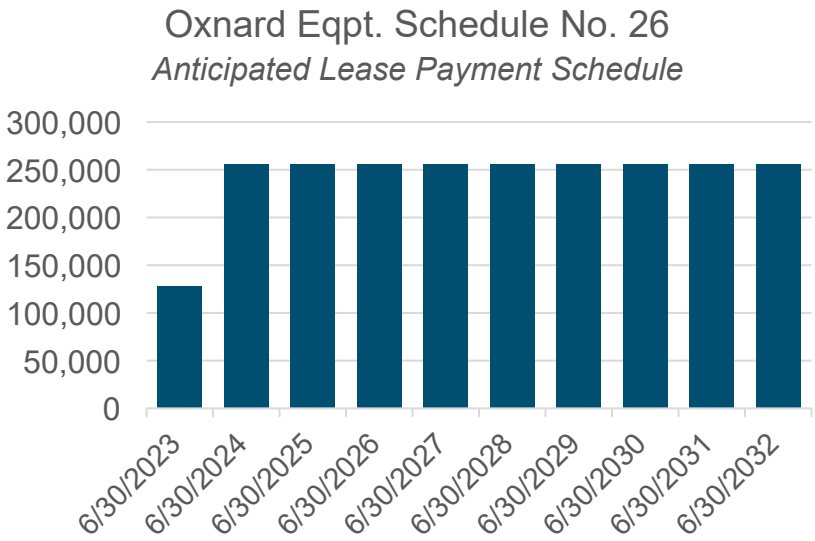
- Equipping the engine and final upfitting will be an additional $181,500 per apparatus. This will not take place until Fiscal Year 2024/2025.

II. Approve the Financing for the Fire Engines

CITY OF OXNARD CALIFORNIA

Financing Overview

- City plans to utilize the existing line of credit with Bank of America (BofA) to reimburse City for the purchase of the vehicles
  - Current agreement has been in place since 2014 and has been used several times to finance equipment
  - Current draw is Schedule No. 26; will have a 10-year term (final payment 6/1/2032)
  - Amount borrowed expected to be just over $2.0 million
- Locked, fixed 10-year interest rate of 3.694%
  - Semi-Annual debt service payments of $128,000
  - Annual payments of $256,000



Summary of Legal Documents

Authorizing Resolution

- Authorize legal documents and authorize City staff to execute documents
- Identifies not-to-exceed amounts related to the Equipment Schedule No. 26

Master Equipment Lease/Purchase Agreement

- Approved and executed back in 2014
- Provides for the ongoing line of credit relationship with Bank of America
- Governs all outstanding equipment schedules

Equipment Schedule No. 26

- Identifies terms related to specific equipment financing (two fire engines)
- Includes the amortization/repayment schedule

Escrow and Account Control Agreement

- Agreement between the City and Escrow Agent governing the process by which funds are withdrawn from the escrow to pay for the vehicles

Anticipated Timing

Late September:

Lock Interest rate

October 11, 2022:

Finance and Governance Committee and

Public Safety Committee

Mid-Late October:

Finalize structure of the Equipment Lease

November 1, 2022:

City Council considers Equipment Lease and Purchase Order

Mid November:

Closing and funding of equipment lease

CITY OF
OXNARD
CALIFORNIA

QUESTIONS?

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.3

DATE: November 1, 2022

TO: City Council

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

SUBJECT: Urgency Ordinance Amending Chapter 22, Article VIII of the Oxnard City Code Regarding Water Waste. (20 minutes)

RECOMMENDATION

That the City Council introduce for first reading by title only and adopt an Urgency Ordinance pursuant to Government Code section 36937(b), amending certain sections of Article VIII of Chapter 22 of the Oxnard City Code and implementing water conservation measures that is entitled:

"AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 22, ARTICLE VIII OF THE OXNARD CITY CODE TO COMPLY WITH AND ENFORCE EMERGENCY DROUGHT-RELATED WATER USE RESTRICTIONS".

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/EN-9Ivc8OIs

BACKGROUND

California is experiencing a drought emergency following the three driest years on record.

On March 18, 2022, the Department of Water Resources (DWR) announced that State Water Project (SWP) allocations would be 5%, down from 15% the previous year. Following the announcement, Metropolitan Water District of Southern California (MWD) indicated that SWP dependent regions of its service area have insufficient supplies to meet current water demands.

The Calleguas Municipal Water District (CMWD) receives most of its water from MWD via the SWP, receiving 80% of its water from outside sources. The City of Oxnard receives up to 40% of its water from CMWD.

On March 28, 2022, Governor Newsom issued Executive Order N-7-22 in response to the historic drought conditions. The Order requires all water providers to implement a minimum Stage 2 of their Water Shortage Contingency Plans (WSCP). On April 27, 2022, CMWD declared a Stage 3 Water Shortage and called on all water users within its service area to immediately reduce water use by up to 30%.

On April 26, 2022, MWD adopted a framework for an Emergency Water Conservation Program (EWCP) to reduce non-essential water use and preserve available supply for the greatest public benefit in SWP dependent areas. The framework includes two paths for affected MWD Member Agencies to reduce the use of SWP supplies: 1) reduce outdoor watering to one-day per week or 2) meet a monthly allocation limit. Thereafter, CMWD adopted an Emergency Water Conservation Program including the two path compliance framework consistent with that of MWD.

On May 17, 2022, City Council proclaimed in Resolution No. 15,569 the existence of a local emergency due to water shortage conditions and adopted new mandatory water conservation measures consistent with Stage 2 of the City's WSCP. One week later, the State Water Resources Control Board (SWRCB) adopted an emergency regulation implementing a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs"). SWRCB has defined non-functional turf as " turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events." The SWRCB regulation will remain in effect for one year, unless the SWRCB modifies, readopts, or lifts the regulation before then.

In response, the City issued Director Order 20-03 on June 23, 2022, establishing a 10 minute per day per station irrigation limit with the exception of the hand watering of food plants outside of the designated watering period with use of a container or hose with a shut off nozzle in line with MWD's EWCP. The Director Order also banned the use of potable water for irrigation of non-functional turf at Commercial, Industrial and Institutional properties, including Home Owner Associations (HOA) in line with SWRCB's emergency regulation.

Efficient enforcement of water conservation measures requires amending certain sections in article VIII of Chapter 22 of the Oxnard City Code (OCC). The Urgency Ordinance provides for new water conservation measures and enforcement procedures, keeping the City in compliance with state and local mandates and helping reduce water use.

This Urgency Ordinance is submitted pursuant to Government Code section 36937, which authorizes the adoption of an urgency ordinance for the immediate preservation of the public peace, health, or safety.

DISCUSSION

An Urgency Ordinance allows the City Council to immediately adopt and implement a new law for the preservation of public health and safety, pursuant to Government Code section 36937, subdivision (b). This Ordinance is also before the Council as Agenda Item L.3, proceeding as a Regular Ordinance pursuant to Government Code sections 36933 through 36934. The Ordinances and their amendments to Chapter 22, Article VIII are identical. The Urgency Ordinance, if adopted by the Council, will go into effect immediately. Whereas, the Regular Ordinance, if adopted by the Council, will go into effect in January of 2023. The Urgency Ordinance provides the City with the immediate ability to comply with and enforce water waste prohibitions and water conservation measures required during a declared drought emergency, while the Regular Ordinance is pending before the Council.

The Urgency Ordinance updates the City's Water Waste code by implementing emergency water conservation measures that apply only when the City Council or the Director of Emergency Services declares a drought emergency in the City. Additionally, the Urgency Ordinance updates the enforcement mechanism for water waste violators, by issuing administrative citations for violations of permanent and emergency water conservation measures. The water conservation measures set forth in the Urgency Ordinance implement restrictions on the watering of non-functional turf—defined as turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events, and limiting outdoor irrigation to a certain number of days per week.

The Urgency Ordinance allows for the hand watering of trees, food plants or other perennials with a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle. The use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the watering restriction is allowed. Sports activity fields may irrigate more frequently, but only as necessary to maintain the playing surface quality and is dependant upon the drought stage as declared by the City Council or Director of Emergency Services.

The Urgency Ordinance also updates the Water Waste Code to be in conformity with Oxnard's Water Shortage Contingency Plan (WSCP). The WSCP created six stages of drought and corresponding water conservation measures for the City to apply depending on the drought stage the City is facing. Currently, the City is in a Stage 2 drought.

This Urgency Ordinance amends certain sections in Article VIII of Chapter 22 in the OCC. First, the Urgency Ordinance creates a new Section 22-137 entitled "Water Waste Prohibited - Emergency Provisions". This section addresses day-to-day water waste prohibitions that correspond to a particular drought stage. Second, sections 22-138 and 139 replace the prior enforcement scheme and create an administrative violation process. The first two violation notices are

informational. The administrative fine scheme in Section 22-138 is for repeat and egregious offenders. The fine amounts are as follows: $100 for a third violation, $300 for a fourth violation and $700 for a fifth violation. Additional violations could be subject to the installation of flow restricting devices. The City is currently responding to water waste violations with an informational approach, and has gained compliance with this method.

The water waste prohibitions shall only be in effect when the City Council or Director of Emergency Services proclaim a drought emergency. If and when the proclamation of a drought emergency ceases or is rescinded by City Council, these prohibitions, while still available in the OCC, will not be in effect or enforced. Conversely, the permanent water waste provisions in Section 22-136 shall apply at all times and will be enforced under the same administrative process and fine schedule as the emergency water waste provisions.

Staff will continue to implement a vigorous public information campaign to notify City water customers of the increased level of water conservation requirements with a focus on gaining willful compliance. The City will increase the level of monitoring, notification, and enforcement as necessary and may assess fines and penalties for violations of the Urgency Ordinance. Staff will be seeking funding from MWD to aid in the enforcement activities, such as water waste patrols.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The financial impact of adopting this ordinance is unknown. City staff, particularly code compliance officers and water utility staff, will spend additional time investigating water waste violations, issuing water waste citations, and participating in the review hearing process. These activities will occur in the normal course of duty, but may result in increased expenditures associated with water conservation compliance efforts.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Chelsey Ballot, Deputy City Attorney, Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Urgency Ordinance
2. 10.19.21-Drought-SOE-1
3. 22-03 2022 SWP Allocation Decrease 5 Percent 031822
4. March-2022-Drought-EO
5. MET Resolution-9305-signed
6. Calleguas Reso 2042_042722
7. Oxnard Reso 15,569
8. 2022-0606-03E-Approval
9. Urgency Ordinance Presentation

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 22, ARTICLE VIII OF THE OXNARD CITY CODE TO COMPLY WITH AND ENFORCE EMERGENCY DROUGHT-RELATED WATER USE RESTRICTIONS

WHEREAS, the Oxnard City Council adopted a water waste ordinance, codified in Chapter 22, Article VIII of the Oxnard City Code (OCC), and in 2020 adopted a Water Shortage Contingency Plan; and

WHEREAS, OCC Chapter 22 Article VIII includes permanent water waste measures, and the City Council desires to implement emergency water waste measures; and

WHEREAS good cause exists pursuant to Government Code section 36937, subdivision (b), to implement Ordinance No._____ as an Urgency Ordinance pursuant to Government Code section 36934 for the reasons listed below; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency exists in all California counties due to ongoing drought conditions; and

WHEREAS, on March 18, 2022 the California Department of Water Resources (DWR) declared that State Water Project (SWP) allocations would be reduced from 15% to 5%; and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 requiring all water providers to implement, at minimum, Stage 2 of their Water Shortage Contingency Plans (WSCP) and reduce water use by 20-30%; and

WHEREAS, on April 26, 2022, the Metropolitan Water District of Southern California Board (MWD) adopted an Emergency Water Conservation Program, declaring a Water Shortage Emergency in SWP dependent areas due to insufficient supplies to meet current water demands and that the Emergency Water Conservation Program shall continue through June 30, 2023; and

WHEREAS, on April 27, 2022, Calleguas Municipal Water District (CMWD), a SWP dependent agency, declared a Stage 3 Water Shortage requiring all water users within the service area to immediately reduce water use by up to 30%; and

WHEREAS, the City receives up to 40% of its water from the CMWD; and

WHEREAS, on May 17, 2022, the Oxnard City Council approved Resolution No. 15,569 declaring a Stage 2 water shortage exists within the city; and

WHEREAS, on June 10 2022, the State Water Resources Control Board (SWRCB) adopted an emergency regulation, effective immediately, prohibiting the irrigation of non-functional turf with potable water at commercial, industrial, and institutional sites including homeowners' associations, condominiums, retirement communities, and other housing developments comprised of individually owned units and shared facilities. The SWRCB regulation defines non-functional turf as turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events; and

WHEREAS, the City intends to reduce customer water use during emergency drought conditions to comply with state and local water conservation mandates, in addition to the conservation measures listed in the Oxnard Water Shortage Contingency Plan, by implementing this Urgency Ordinance which limits outdoor irrigation and implements other water conservation measures; and

WHEREAS, all other permanent water conservation measures in the Oxnard City Code remain in effect; and

WHEREAS, the State of California, MWD, and/or CMWD will likely issue additional water use restrictions , and the City Manager / Director of Emergency Services is authorized to implement those requirements and shall submit additional water conservation measures to the City Council for ratification in its discretion at a future meeting; and

WHEREAS, Any violation of this Urgency Ordinance shall be subject to civil fines and administrative review and appeal procedures set forth in OCC Chapter 7, Article III; and

WHEREAS, The City Council determines that the OCC must be further reviewed and possibly revised to protect the public against potential negative health, safety, and welfare impacts associated with the severe water shortage if water conservation goals are not achieved or additional conservation measures are mandated; and

WHEREAS, The City intends to study, within a reasonable time, amendments required to the OCC to effectively meet state and local water conservation mandates; and

WHEREAS, Government Code section 36937 authorizes the adoption of an urgency ordinance for the immediate preservation of the public peace, health, or safety.

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

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

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 of this Ordinance to Chapter 22, Article VIII as set forth below.

Part 3. Addition to the Oxnard Municipal Code. The Oxnard Municipal Code is amended by renumbering current Sections 22-137 through 22-142 to read as Sections 22-138 through 22-143 in Chapter 22, Article VIII; creating a new Section 22-137 to include emergency water waste provisions; and amending new Sections 22-138, 22-139, 22-140 (formerly Sections 22-137, 22-138, 22-139) in Chapter 22 Article VIII to read as follows:

ARTICLE VIII. WATER WASTE

SEC. 22-137 WATER WASTE PROHIBITED – EMERGENCY PROVISIONS

(A) The city council further declares during emergency drought conditions when the city council has adopted a declaration or resolution declaring a water shortage emergency that further emergency water conservation measures shall be mandatory on all persons using city water within city limits, and persons using city water outside the city limits but within the Oxnard Municipal Water's service area, and are in addition to the conservation measures in Section 22-136.

(B) Therefore, the city council orders the emergency restrictions on water use as specified below:

(1) Stage 1 (10% reduction in available supplies). The following water conservation requirements apply during a stage 1 water supply condition:

(a) Water Days. Outdoor Irrigation is limited to three days per week using a landscape irrigation system or a watering device. The outdoor irrigation measures set forth in Section 22-136(B)(1) through (4) apply to this provision. These outdoor irrigation restrictions do not apply to the following categories:

(i) The hand watering of trees, food plants or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a positive self closing shut-off nozzle;

(ii) The use of drip irrigation systems to apply water at a weekly volume consistent with the three days per week watering restriction;

(iii) Irrigation of sport activity fields as necessary to maintain playing surface quality.

(2) Stage 2 (10-20% reduction in available supplies). The following water conservation requirements apply during a declared stage 2 water supply condition:

(a) Water Days. Outdoor Irrigation is limited to two days per week using a landscape irrigation system or a watering device for no more than 10 minutes per day per station. The outdoor irrigation measures set forth in Section 22-136(B)(1),(2) and (4) apply to this provision. These outdoor irrigation restrictions do not apply to the following categories:

(i) The hand watering of trees, food plants or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a positive self closing shut-off nozzle;

(ii) The use of drip irrigation systems to apply water at a weekly volume consistent with the two days per week watering restriction;

(iii) Irrigation of sport activity fields as necessary to maintain playing surface quality.

(b) Watering of non-functional turf, which is turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs") is prohibited.

(c) Prompt Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired promptly, and in no event more than 48 hours after discovery or receipt of notice from the City.

(d) Limits on Filling Ornamental Ponds or Fountains. Filling or refilling ornamental lakes or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that aquatic life has been actively managed within the ornamental pond or fountain prior to declaration of a stage 2 water supply condition.

(3) Stage 3 (20-30% reduction in available supplies). The following water conservation requirements apply during a declared stage 3 water supply condition:

(a) Water Days. Outdoor Irrigation is limited to one day per week, using a landscape irrigation system or a watering device for no more than 10 minutes per station. The outdoor irrigation measures set forth in Section 22-136(B)(1), (2) and (4) apply to this provision. These restrictions do not apply to the following categories:

(i) The hand watering of trees, food plants or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a positive self closing shut-off nozzle;

(ii) The use of drip irrigation systems to apply water at a weekly volume consistent with the one day per week watering restriction;

(iii) Irrigation of sport activity fields as necessary to maintain playing surface quality.

(b) Watering of non-functional turf, which is turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events, at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs") is prohibited.

(c) Prompt Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired promptly, and in no event more than 24 hours after discovery or receipt of notice from the City.

(d) Limits on Filling Ornamental Ponds or Fountains. Filling or refilling ornamental lakes or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that aquatic life has been actively managed within the ornamental pond or fountain prior to declaration of a stage 3 water supply condition.

(4) Stage 4 (30-40% reduction in available supplies). The following water conservation requirements apply during a declared stage 4 water supply condition:

(a) Water Days. Outdoor Irrigation is prohibited. This restriction does not apply to the following category:

(i) The hand watering of trees, food plants or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a positive self closing shut-off nozzle.

(ii) The use of drip irrigation systems to apply water as needed for trees, food plants or other perennials.

(b)Prompt Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired promptly, and in no event more than 24 hours after discovery or receipt of notice from the City.

(c)Limits on Filling Ornamental Ponds or Fountains. Filling or refilling ornamental lakes or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that aquatic life has been actively managed within the ornamental pond or fountain prior to declaration of a stage 4 water supply condition.

(5) Stage 5 (40-50% reduction in available supplies). The following water conservation requirements apply during a declared stage 5 water supply condition:

(a) Water. Watering with potable water is prohibited. This restriction does not apply to the following categories:

(i) Maintenance of vegetation, including trees and food plants;

(ii) Maintenance of existing landscape necessary for fire protection;

(iii) Maintenance of existing landscape for erosion control;

(iv) Maintenance of plant materials identified to be rare or essential to the well-being of protected species;

(b) Prompt Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired promptly, and in no event more than 24 hours after discovery or receipt of notice from the City.

(6) Stage 6 (Greater than 50% reduction in available supplies) the following water conservation requirements apply during a declared stage 6 water supply condition:

(a) Water. Outdoor Irrigation with potable water is prohibited.

(b) Prompt Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired immediately upon discovery or receipt of notice from the City.

SEC. 22-138. FAILURE TO COMPLY

Any violation of the provisions of this article shall be prosecuted as an administrative citation, pursuant to Chapter 7, Article III or as a criminal citation pursuant to Chapter 1, Article 1, Section 1-10 as determined by the City Attorney. The following administrative remedies shall be imposed against any person for violation(s) of this Article:

(A) For the first violation, a written warning shall be issued to the responsible person or entity listed on the water service record for the location where the violation occurred or is occurring.

(B) For the second violation during a 12-month period, a written notice to correct the violation shall be issued to the responsible person or entity listed on the water service record for the location where the violation occurred or is occurring.

(C) For the third violation during a 12-month period, an administrative citation and fine in the amount of $100.00 shall be issued to the responsible person or entity listed on the water service record for the location where the violation occurred or is occurring.

(D) For the fourth violation during a 12-month period an administrative citation and fine in the amount of $300.00 shall be issued to the responsible person or entity listed on the water service record for the location where the violation occurred or is occurring.

(E) For the fifth violation during a 12-month period an administrative citation and fine in the amount of $700.00 shall be issued to the responsible person or entity listed on the water service record for the location where the violation occurred or is occurring.

(F) (1) For a Sixth violation during a 12-month period, and upon a written notice of violation, the city shall be able to install, at the expense of the responsible person or entity, a flow-restricting device of one gallon per minute capacity on the location receiving water service through up to 1½-inch size distribution systems and comparatively sized restricting devices on locations receiving water service through larger distribution systems. These devices shall be installed for a period of not less than 48 hours on the service of the responsible person or entity at the location at which the violation occurred or is occurring.

(2) The charge for installation of such a flow-restricting device shall be based upon the size of the responsible person's or entity's meter and the actual cost of installation.

(3) The flow-restricting device shall remain installed until removed as authorized by the city manager. The charge for removal of the flow-restricting device and restoration of normal service shall be based on the city's actual cost.

(4) For any violations after the sixth violation during a 12-month period, the city may discontinue water service to the violator at the location at which the violation(s) occurred, or impose such other penalty as deemed appropriate by the city manager, until such time that the city manager determines that further violations are not likely to occur.

SEC. 22-139. NOTICE TO CUSTOMER.

(A) The city shall provide notice of each violation of this article to the responsible person or entity at the location where the violation occurred, pursuant to the provisions of Chapter 7, Article III, Sections 7-54 and 7-55 and as follows:

(1) For a first violation and subsequent violations, the city shall give written notice of the fact of such violation to the responsible person by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the responsible person of the violation.

(2) If the installation of a flow restrictor is scheduled, or the discontinuance of water service to the responsible person for any period of time may occur, advance notice shall be given in the following manner:

(a) Written notice to the responsible person by personal service;

(b) If the responsible person is absent from or unavailable at either the customer's residence or place of business, by leaving a copy of the notice with an adult at either location, and by delivery of the notice through regular United States mail addressed to the customer at either the responsible person's place of business or residence; or

(c) If such residence or place of business cannot be ascertained, or an adult cannot be found at the location of the violation, then by affixing a copy of the notice in a conspicuous place at the location where the violation has occurred, and by delivery of a copy of the notice through regular United States mail addressed to the responsible person at the responsible person's water utility billing address and to the subject location.

(B) All notices shall contain, in addition to the facts of the violation, a statement of the possible remedies for each violation, a statement informing the responsible person of his/her right to an administrative hearing on the violation, the amount of the fine, the date and time the water flow shall be restricted, or the water service discontinued.

SEC. 22-140. RIGHT TO HEARING.

(A) Any responsible person against whom a fine has been issued or on whose water service is scheduled for flow restriction, or whose water service may be discontinued, shall have a right to a hearing to be conducted by a person selected by the city manager. The responsible person shall file the written request for a hearing or complete an administrative hearing request form with the city manager's designee within 30 days of the date of notification of the violation and intended remedy. All hearings shall be conducted in conformity with the provisions of this Section, Chapter 7, Article III, Sections 7-58 through 7-63, and Chapter 1 Article III.

(B) A responsible person against whom a fine has been issued may request a waiver of fine deposit pursuant to Chapter 7, Article III, section 7-59.

(C) (1) The hearing shall be conducted promptly following the request for hearing. The responsible person may present any relevant evidence at the hearing which tends to show that the alleged violation has not occurred.

(2) The formal rules of evidence shall not apply and all relevant evidence customarily relied upon by reasonable persons in the conduct of serious business affairs shall be admissible, unless a sound objection warrants its exclusion.

(3) The decision of the city manager's designee shall be final and exhaust the administrative process.

(D) The responsible person may seek judicial review of the hearing officer's decision by filing an appeal with the Ventura County Superior Court Clerk within 20 calendar days after the responsible person receives a copy of the notice of decision in accordance with Cal. Gov't Code, Section 53069.4. Any appeal filed with the superior court shall contain a proof of service showing that a copy of the appeal was served upon the city. The responsible person must pay the appropriate filing fees.

SEC. 22-141. RESTORATION OF DISCONTINUED WATER SERVICE.

When water service is discontinued, the service shall be restored upon the following conditions:

(A) Proof submitted by the violator of correction of the condition or activity satisfactory to the city manager or his designee; and

(B) Payment of the estimated restoration charge, including the cost of any inspection fees or required staff time, and all other fees and charges still outstanding, including, but not limited to, fines and/or installation and removal charges for flow restrictors.

SEC. 22-142. LIMITATIONS ON CURTAILMENT.

Nothing contained in this article shall be construed to allow the city to curtail the supply of water to any customer when, in the discretion of the city manager or Ventura County Environmental Health Department, such water is required by that customer to maintain a minimum level of public health and safety.

SEC. 22-143. ENFORCEMENT PERSONNEL.

The employees of the police, fire, development services and public works departments and other designated persons shall be responsible for enforcement of the various sections of this article under their respective authority or as is specifically assigned to them by the city manager.

Part 4. Compliance with California Environmental Quality Act (CEQA). The City Council exercises its independent judgment and finds that this Urgency Ordinance is not subject to CEQA pursuant to California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

Part 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent

jurisdiction, the remaining portions of this Urgency Ordinance shall nonetheless remain in full force and effect. The Council of the City of Oxnard hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Urgency Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Urgency Ordinance be declared invalid or unenforceable.

Part 6. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the Urgency Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

Part 7. The City Clerk shall certify as to the adoption of this Ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Urgency Ordinance No. _____was first read on November 1, 2022, and adopted on November 1, 2022, and is effective immediately.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a second consecutive year of dry conditions, resulting in drought in all parts of the State and extreme or exceptional drought in most of the State; and

WHEREAS the meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS on April 12, 2021, May 10, 2021, and July 8, 2021, I proclaimed states of emergency to exist in the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kern, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba, due to severe drought conditions; and

WHEREAS since my July 8, 2021 Proclamation, sustained and extreme high temperatures have increased water loss from reservoirs and streams, increased demands by communities and agriculture, and further depleted California's water supplies; and

WHEREAS the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Francisco, and Ventura are now experiencing severe drought conditions; and

WHEREAS long-term weather forecasts for the winter rainy season, dire storage conditions of California's largest reservoirs, low moisture content in native vegetation, and parched soils, magnify the likelihood that drought impacts will continue in 2022 and beyond; and

WHEREAS the increasing frequency of multiyear droughts presents a significant risk to California's ability to ensure adequate water supplies for communities, agriculture, and fish and wildlife; and

WHEREAS the most impactful action Californians can take to extend available supplies is to re-double their efforts to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of my July 8, 2021 Executive Order N-10-21; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions to ensure the protection of health, safety, and the environment; and

WHEREAS under Government Code Section 8558(b), I find that the conditions caused by the drought, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under Government Code Section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code Section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in the State due to drought in the remaining counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Francisco, and Ventura, such that the drought state of emergency is now in effect statewide.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government are to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Governor's Office of Emergency Services and the State Emergency Plan. Also, to protect their safety, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.

2. The orders and provisions contained in my April 21, 2021, May 10, 2021, and July 8, 2021 Proclamations remain in full force and effect, except as modified herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.

3. Operative paragraphs 3, 5, 6, and 10 of my July 8, 2021 Proclamation are withdrawn and replaced with paragraphs 4 through 8 below.

4. Consistent with the policies stated in Water Code Section 1011.5(a), local agencies are encouraged to take actions to coordinate use of their available supplies and to substitute an alternate supply of groundwater from existing groundwater wells for the unused portion of surface water that the local agency is otherwise entitled to use. For actions taken pursuant to this paragraph, the provisions of Chapter 3 (commencing with Section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are suspended for any (a) actions taken by state agencies pursuant to this paragraph, (b) actions taken by a local agency where the state agency with primary responsibility for implementing the directive concurs that local action is required, and (c) permits or approvals necessary to carry out actions under (a) or (b). The entities implementing this paragraph shall maintain on their websites a list of all activities or approvals that rely on the suspension of the foregoing Water Code provisions.

5. To support voluntary approaches where hydrology and other conditions allow, the State Water Resources Control Board (Water Board) shall expeditiously consider water transfer requests. For purposes of carrying out this paragraph, the following requirements of the Water Code are suspended:

    a. Section 1726(d) requirements for written notice and newspaper publication, provided that the Water Board shall post notice on its website and provide notice through electronic subscription services where interested persons can request information about temporary changes; and
    b. Section 1726(f) requirement of a 30-day comment period, provided that the Water Board shall afford a 15-day comment period.

6. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of the drought. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of the drought. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.

7. To proactively prevent situations where a community runs out of drinking water, the Water Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research shall assist local agencies with identifying acute drinking water shortages in domestic water supplies, and shall work with local agencies in implementing solutions to those water shortages.

8. To preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions next year, local water suppliers are directed to execute their urban Water Shortage Contingency Plans and agricultural Drought Plans at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year. Suppliers shall ensure that Urban and Agricultural Water Management Plans are up to date and in place.

9. The Water Board may adopt emergency regulations, as it deems necessary, to supplement voluntary conservation by prohibiting certain wasteful water practices. Wasteful water uses include:

    a. The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard-surfaced areas, except in cases where health and safety are at risk.
    b. The use of potable water that results in flooding or runoff in gutters or streets.

c. The use of potable water, except with the use of a positive shut-off nozzle, for the individual private washing of motor vehicles.
d. The use of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain.
e. The use of potable water for irrigation of ornamental turf on public street medians.
f. The use of potable water for street cleaning or construction purposes, unless no other source of water or other method can be used or if necessary, to protect the health and safety of the public.
g. The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds which utilize recycled water.

10. The California Department of Food and Agriculture, in collaboration with other relevant state agencies, shall evaluate water efficiency measures implemented in California agriculture over the past several years and develop a report with recommendations on how to further increase efficiencies.

11. The Office of Emergency Services shall provide assistance under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, title 19, section 2900 et seq., as appropriate to provide for, or in support of, the temporary emergency supply, delivery, or both of drinking water or water for sanitation purposes.

12. For purposes of carrying out or approving any actions contemplated by the directives in operative paragraphs 5, 6, and 9, the environmental review by state agencies required by the California Environmental Quality Act in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought.

    For purposes of carrying out the directive in operative paragraph 4 and 7, for any (a) actions taken by the listed state agencies pursuant to that directive, (b) actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19th day of October 2021.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

NOTICE TO STATE WATER PROJECT CONTRACTORS

Date: March 18, 2022

Number: **22-03**

Subject: **2022 State Water Project Table A Allocation Decrease from 15 to 5 Percent**

From: Original signed by
Ted Craddock
Deputy Director, State Water Project
Department of Water Resources

Based on the driest January and February in more than 100 years and other aspects of current water supply conditions, the Department of Water Resources (DWR) is decreasing the State Water Project (SWP) Table A Allocation from 15 percent to 5 percent of most SWP long-term contractors' 2022 requested Table A amounts. Attached is the revised 2022 SWP allocation table.

In addition, DWR will continue to allocate water to meet the human health and safety (HH&S) needs as defined in NTC 21-07 issued on December 1, 2021. Please note that this revised Table A Allocation will continue to reduce, on a 1:1 basis, any HH&S need volumes that were previously identified in the SWP contractors' submittals to DWR.

This Table A Allocation decrease is made consistent with the long-term water supply contracts, legal requirements, and public policy. In determining available SWP supplies, DWR has considered several factors including SWP contractors' 2022 demand, existing storage in SWP conservation reservoirs, estimates of future runoff under very dry conditions, SWP operational and regulatory constraints such as, federal Endangered Species Act, California Endangered Species Act requirements, and water rights obligations under the State Water Resources Control Board's authority. DWR may revise this and any subsequent allocations if warranted by the year's developing hydrologic conditions and available SWP water supplies.

To develop the 5 percent water delivery schedule, DWR will utilize the SWP Contractors' 5 percent schedules that were submitted in October 2021 (as part of initial requests), including any subsequent updates that may have been provided to DWR. If a Contractor foresees significant changes to previously submitted schedules (including HH&S needs), they are requested to communicate such changes to DWR at the earliest possible time. DWR will provide approved monthly water delivery schedules to the SWP Contractors.

If you have any questions or need additional information, please contact John Leahigh, Water Operations Executive Manager, at (916) 902-9876.

Attachment

Attachment
2022 STATE WATER PROJECT ALLOCATION

SWP CONTRACTORS	TABLE A (Acre-Feet) (1)	INITIAL REQUEST (Acre-Feet) (2)	APPROVED ALLOCATION (Acre-Feet) (3)	PERCENT INITIAL REQUEST APPROVED (4) = (3)/(2)
FEATHER RIVER				
County of Butte	27,500	27,500	3,000	11%
Plumas County FC&WCD	2,700	2,700	135	5%
City of Yuba City	9,600	9,600	1,440	15%
Subtotal	**39,800**	**39,800**	**4,575**	
NORTH BAY				
Napa County FC&WCD	29,025	29,025	4,354	15%
Solano County WA	47,756	47,756	7,164	15%
Subtotal	**76,781**	**76,781**	**11,518**	
SOUTH BAY				
Alameda County FC&WCD, Zone 7	80,619	80,619	4,031	5%
Alameda County WD	42,000	42,000	2,100	5%
Santa Clara Valley WD	100,000	100,000	5,000	5%
Subtotal	**222,619**	**222,619**	**11,131**	
SAN JOAQUIN VALLEY				
Oak Flat WD	5,700	5,700	285	5%
County of Kings	9,305	9,305	466	5%
Dudley Ridge WD	41,350	41,350	2,068	5%
Empire West Side ID	3,000	3,000	150	5%
Kern County WA	982,730	982,730	49,137	5%
Tulare Lake Basin WSD	87,471	87,471	4,374	5%
Subtotal	**1,129,556**	**1,129,556**	**56,480**	
CENTRAL COASTAL				
San Luis Obispo County FC&WCD	25,000	25,000	1,250	5%
Santa Barbara County FC&WCD	45,486	45,486	2,275	5%
Subtotal	**70,486**	**70,486**	**3,525**	
SOUTHERN CALIFORNIA				
Antelope Valley-East Kern WA	144,844	144,844	7,243	5%
Santa Clarita Valley WA	95,200	95,200	4,760	5%
Coachella Valley WD	138,350	138,350	6,918	5%
Crestline-Lake Arrowhead WA	5,800	5,800	290	5%
Desert WA	55,750	55,750	2,788	5%
Littlerock Creek ID	2,300	2,300	115	5%
Metropolitan WDSC	1,911,500	1,911,500	95,575	5%
Mojave WA	89,800	89,800	4,490	5%
Palmdale WD	21,300	21,300	1,065	5%
San Bernardino Valley MWD	102,600	102,600	5,130	5%
San Gabriel Valley MWD	28,800	28,800	1,440	5%
San Gorgonio Pass WA	17,300	17,300	865	5%
Ventura County WPD	20,000	20,000	1,000	5%
Subtotal	**2,633,544**	**2,633,544**	**131,679**	
TOTAL	**4,172,786**	**4,172,786**	**218,908**	**5%**

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

WHEREAS on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

WHEREAS the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

WHEREAS the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

WHEREAS the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

WHEREAS delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

WHEREAS the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

WHEREAS the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.

2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at SaveOurWater.com provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.

3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:

    a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and

c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining "non-functional turf" (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.

5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.

7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.

8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.

9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:

    a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.

11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.

12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.

15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

RESOLUTION 9305

DECLARING A WATER SHORTAGE EMERGENCY CONDITION AND IMPLEMENTING AN EMERGENCY WATER CONSERVATION PROGRAM IN PORTIONS OF ITS SERVICE AREA

WHEREAS, Severe Drought Conditions Are Constraining Available Water Supplies from Northern California.

Beginning in water year 2020 (October 1, 2019, to September 30, 2020), the watersheds supplying the California State Water Project (SWP) received below-average precipitation. The California Department of Water Resources (DWR) classified water years 2020 and 2021 as dry and critically dry, respectively. Persistent dry conditions will likely result in a critically dry designation for water year 2022.

The three-year sequence of water years 2020 - 2022 (October 1, 2019, through September 30, 2022) is projected to be the driest on record in California for statewide precipitation. Precipitation in Northern California during the three months from January through March 2022 was the driest on record for that region.

In addition to reduced precipitation since 2020, California's climate is transitioning to a warmer setting in which historical relationships among temperature, precipitation, and runoff are changing. In 2021, the DWR's snowmelt runoff forecast over-estimated the runoff that occurred by 68 percent. In 2022, DWR's median runoff forecast for the Sacramento River dropped from 16.7 to 9.7 million acre-feet, a reduction of 42 percent.

WHEREAS, Governor Newsom Has Declared a State of Emergency to Exist in All California Counties Due to These Severe Drought Conditions.

On October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions. This proclamation follows other increasingly expansive drought declarations and executive orders that have been issued since April 2021.

At that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans (WSCPs) "at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year."

WHEREAS, Governor Newsom Has Issued an Executive Order Calling on Urban Water Suppliers to Activate Their Water Shortage Contingency Plans.

As part of their Urban Water Management Plans (UWMPs), local and regional water providers are required to prepare and adopt WSCPs. These plans identify voluntary and mandatory response actions that will be taken under various water shortage conditions. These actions may include mandatory conservation activities to reduce water use by 10 to 50 percent, depending on the severity of the shortage.

Due to worsening drought conditions, including a record-breaking dry period in January and February, Governor Newsom issued Executive Order N-7-22 on March 28, 2022, specifically requiring all urban water suppliers to implement, at a minimum, the response actions identified in their WSCPs for a shortage level of up to 20 percent (Level 2).

This executive order further encouraged urban water suppliers to conserve more than the minimum required and to voluntarily activate more stringent local requirements based on a shortage level of up to 30 percent (Level 3).

WHEREAS, Metropolitan's State Water Project Supplies Have Been and Are Being Curtailed.

On March 18, 2022, DWR reduced the SWP Table A allocation for 2022 from 15 to only five percent of contract amounts. Table A allocations for 2020 and 2021 were 20 and five percent, respectively. The last three years marks the lowest three-year combined deliveries of allocated water in the history of the SWP.

Three consecutive years of low Table A allocations have strained water supplies for portions of Metropolitan's service area that currently are served primarily through the SWP. Referred to as the "SWP Dependent Area," this area has limited or no access to Colorado River Supplies.

As a result, there will be insufficient SWP supplies this year to meet the minimum human health and safety (HH&S) needs in the SWP Dependent Area. HH&S needs are defined as "the amount of water necessary for prevention of adverse impacts to human health and safety, for which there is no feasible alternative supply." In general, HH&S needs are limited to domestic supply, sanitation, public health and fire protection purposes, and cannot exceed 55 gallons per person per day.

To supplement the low Table A allocation, DWR has agreed to provide additional SWP supplies to SWP contractors if necessary to fulfill their unmet HH&S needs. However, DWR is requiring any SWP contractor receiving such supplies to impose mandatory restrictions on water use within its service area consistent with these emergency circumstances. DWR also is requiring any SWP water accessed for HH&S purposes be returned to the state within five years or as wetter conditions return.

WHEREAS, Metropolitan's SWP Supplies Are Essential to Meet the Total Demands of Its Member Agencies.

Over the past 20 years, the SWP has provided about 30 percent of the region's total water needs and a portion of the supply delivered to each of Metropolitan's 26 Member Agencies.

Diamond Valley Lake, Metropolitan's largest surface water reservoir and source of dry-year and emergency water supplies, has only been replenished with SWP supplies since the discovery of Quagga mussels in Colorado River water in Jan. 2007.

Under a five percent Table A allocation, Metropolitan cannot meet normal demands in the SWP Dependent Area, serve SWP supplies to other Member Agencies, or replenish storage in Diamond Valley Lake.

WHEREAS, Metropolitan, Its Member Agencies, and Others in the Region Have Taken Extraordinary Steps to Reduce Demands and Bolster Supplies.

In conjunction with its Member Agencies, counties, cities, and wholesale and retail water suppliers, Metropolitan decreased potable water demands within the service area by 40 percent, roughly 80 gallons per person per day, since 1990.

Metropolitan has invested $1.5 billion in conservation, local water recycling, and local groundwater recovery since 1990, resulting in a cumulative savings of nearly 7.6 million acre-feet.

Metropolitan has invested more than $3 billion in increasing storage capacity with Diamond Valley Lake and conveyance capacity with the Inland Feeder to capture SWP supply when available for later use in dry years.

Local water suppliers and communities have also made multi-billion-dollar strategic and forward-looking investments in water conservation (within and outside the MWD service area), water recycling, stormwater capture and reuse, groundwater storage, seawater desalination and other strategies to improve drought resilience.

Water conserved throughout the service area, among other things, has helped preserve storage in Metropolitan's diverse storage portfolio during these dry conditions.

Continued action by Southern California residents to conserve water and extend local groundwater and surface water supplies will provide greater resilience if the drought continues in future years.

Metropolitan established the Member Agency Administered Program (MAAP) to assist Member Agencies in implementing local conservation activities. A portion of the funded projects can be used when water savings are not readily quantifiable, such as drought messaging and local water-use related code enforcement programs.

WHEREAS, Metropolitan and Its Member Agencies Have Taken Specific Actions to Preserve SWP Supplies.

Metropolitan and its Member Agencies have invested billions of dollars to preserve and enhance the availability and utilization of local supplies and, in turn, to decrease the overall use of Metropolitan's imported supplies.

Metropolitan has established water management programs to increase Member Agency flexibility to shift from or temporarily defer taking Metropolitan's supply from the SWP.

In 2021 and 2022, Metropolitan made targeted investments in its delivery system to reduce Member Agency dependency on SWP supplies. These investments have significantly improved operational flexibility, allowing delivery of water from either of Metropolitan's two imported supply sources to most of the service area.

Metropolitan's Member Agencies have, where feasible, operated their systems to reduce dependency on Metropolitan's supply delivered through service connections fed from the SWP system.

On August 17, 2021, Metropolitan's Board adopted a resolution declaring a "Condition 2 – Water Supply Alert" to preserve Metropolitan's supply for the region.

On November 9, 2021, Metropolitan's Board adopted a resolution recognizing the statewide drought emergency, declaring specified emergency conditions to exist within portions of its service area, and calling on Member Agencies to take various actions to preserve Metropolitan's supply from the SWP. Among other things, Member Agencies were urged to make all reasonably practicable changes in their operations and to implement mandatory conservation and efficiency measures to reduce the use of SWP supplies.

WHEREAS, Metropolitan Has Determined that It Must Take Additional Actions Immediately to Conserve the Remaining Available SWP Supplies.

In December 2014, Metropolitan's Board adopted a revised Water Supply Allocation Plan (WSAP) pursuant to which it may determine that a regional shortage exists, establish a regional shortage level, and impose an Allocation Surcharge on Member Agencies for water use above a predetermined allotment. The WSAP was designed and intended only for use during periods of regionwide water shortages and requires a more extended period to implement. As such, the current WSAP cannot effectively or efficiently address the water shortages anticipated to occur this year in the SWP Dependent Area.

Likewise, while actions being taken pursuant to the November 9, 2021, Board resolution are helpful, they are not sufficient to address in a timely manner the urgent circumstances present in the SWP Dependent Area. That resolution specifically noted that if drought conditions persisted or worsened, Metropolitan's Board would consider declaring a Water Shortage Emergency Condition and imposing appropriate regulations, restrictions and penalties to conserve Metropolitan's water supplies.

Unfortunately, drought conditions have persisted, and the water supply outlook has worsened, particularly with respect to SWP supplies. Accordingly, Metropolitan believes it is necessary, desirable, and in the best interests of Metropolitan and its Member Agencies to declare that a Water Shortage Emergency Condition exists in the SWP Dependent Area, to adopt the framework for an Emergency Water Conservation Program encompassing the SWP Dependent Area, and to take certain other actions as set forth below and described in Board Letter 7-1 dated April 26, 2022, so as to reduce water use and preserve remaining SWP supplies.

Adopting an Emergency Water Conservation Program is consistent with actions taken by our Member Agencies and other retail agencies and will assist Metropolitan and its Member Agencies in public outreach efforts to communicate the severity of the current drought and the need for conservation and collective action.

Metropolitan further believes that it is necessary, desirable, and in the best interest of Metropolitan to work closely with Member Agencies to identify near-term actions to address this drought emergency and to grant the General Manager certain additional powers and authorities to assist in carrying out such activities promptly.

WHEREAS, Metropolitan Is Authorized and Required to Take These Additional Actions.

Article X, Section 2 of the California Constitution requires all water resources in the state to be put to beneficial use and prohibits the waste or unreasonable use of such resources. What constitutes reasonable use is dependent on exigent circumstances, and may change during periods of drought.

Water Code Section 350 et seq. requires the distributor of a public water supply to declare that a water shortage emergency condition exists "whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply needed for human consumption, sanitation, and fire protection." Upon making such a declaration, the water supplier is authorized to adopt such regulations and restrictions as will, in its sound discretion, "conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection."

Water Code Section 375 et seq. authorizes retail and wholesale water providers to adopt water and enforce conservation programs, which may include specific water-use limitations. Water providers may impose civil and criminal penalties for violating the requirements of such programs and/or may enforce water-use limitations by imposing "a volumetric penalty in an amount established by the public entity."

Water Code Section 10620 et seq. requires every urban water supplier to prepare and adopt an UWMP, which must include a WSCP to be implemented during times of shortage. Governor Newsom has directed all urban water suppliers to implement, at a minimum, the response actions identified in their WSCPs for a shortage level of up to 20 percent (Level 2).

DWR is requiring any SWP contractor receiving HH&S supplies to impose mandatory restrictions on water use within its service area consistent with these emergency circumstances.

The Metropolitan District Act and Metropolitan's Administrative Code authorize and support taking specific actions to address the current drought emergency. In particular, Administrative Code Section 4512 provides that deliveries of water "shall be subject to operational, supply or demand conditions, as determined by the General Manager."

WHEREAS, Metropolitan Held a Noticed Public Hearing to Receive Input on These Additional Actions.

On April 26, 2022, a public hearing was held to receive input, comments, and/or protests on the proposed declaration of a Water Shortage Emergency Condition and adoption of the framework of an Emergency Water Conservation Program for the SWP Dependent Area, as well as the other actions set forth below and described in Board Letter 7-1 dated April 26, 2022. A copy of Board Letter 7-1 was posted on Metropolitan's website (https://mwdh2o.legistar.com/Calendar.aspx) and was available for review prior to the hearing.

Notice of this hearing was published on April 14, 2022, in six different newspapers of general circulation encompassing all six counties within Metropolitan's service area: *Los Angeles Times* (Los Angeles County), *Orange County Register* (Orange County), *Inland Valley Daily Bulletin* (San Bernardino County), *Ventura County Star* (Ventura County), *Press Enterprise* (Riverside County), and *San Diego Union Tribune* (San Diego County).

At this public hearing, Metropolitan's Board received information, comments, testimony, and other evidence provided by Board members, Member Agency representatives, staff, and the public pertaining to these matters, and all persons present were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of The Metropolitan Water District of Southern California hereby declares a **Water Shortage Emergency Condition** to exist in the SWP Dependent Area. Per this declaration, the Board calls on all Member Agencies to:

(1) Make all possible changes in their operations to reduce their use of Metropolitan's SWP supplies.
(2) Immediately mandate and implement such conservation requirements, water-use efficiency measures, and drought-related limitations consistent with their WSCPs and substantively conforming to the Emergency Water Conservation Program.

BE IT FURTHER RESOLVED that the General Manager is hereby authorized and directed to finalize and implement an **Emergency Water Conservation Program** in the SWP Dependent Area, subject to the following conditions:

(1) The Emergency Water Conservation Program shall conform to the framework outlined in Board Letter 7-1, dated April 26, 2022. (A copy of this Board Letter may be accessed through Metropolitan's website at https://mwdh2o.legistar.com/Calendar.aspx.) This framework includes volumetric penalties for non-compliance of up to $2,000 per acre-foot for use exceeding specified allocation limits.
(2) The Emergency Water Conservation Program shall include a provision for Member Agencies in the SWP Dependent Area to use 100 percent of their MAAP allocations for any conservation-related activities and projects, even where the water savings from such activities and projects are not readily quantifiable. Uses of MAAP funding could include drought-related actions, messaging, and code enforcement. Upon termination of the Emergency Water Conservation Program, the MAAP allocations would revert back to the previously established formula for non-documented water-saving program funding requests.
(3) The General Manager shall consult with all affected Member Agencies on the final terms of the Emergency Water Conservation Program.
(4) The General Manager shall finalize the Emergency Water Conservation Program within 30 days of Board adoption of this resolution.
(5) The Emergency Conservation Program shall continue through Jun. 30, 2023, unless otherwise terminated as described below.

BE IT FURTHER RESOLVED that the General Manager is hereby directed to continue the actions and activities specified in August 17, 2021, and November 9, 2021, Board resolutions, except as expanded or limited herein.

BE IT FURTHER RESOLVED that the Board hereby declares Metropolitan's support for the Governor's Executive Order N-7-22 and directs staff to work with the relevant state agencies to implement the Executive Order.

BE IT FURTHER RESOLVED that, should drought conditions persist in the coming months, or should demand management actions not sufficiently preserve available supplies, the General Manager may impose additional conditions or requirements as part of the Emergency Water Conservation Program described in Board Letter 7-1, which may include a prohibition on all outdoor uses of water or a requirement for affected Member Agencies to conform to specified volumetric limits.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Directors of The Metropolitan Water District of Southern California at its meeting held on Apr. 26, 2022.

Secretary of the Board of Directors
of The Metropolitan Water District
of Southern California

RESOLUTION NO. 2042

RESOLUTION OF THE BOARD OF DIRECTORS
OF CALLEGUAS MUNICIPAL WATER DISTRICT
DECLARING A WATER SHORTAGE EMERGENCY CONDITION AND
ADOPTING AN EMERGENCY WATER CONSERVATION PROGRAM

WHEREAS, Calleguas Municipal Water District ("Calleguas" or "District") is a municipal water district created under the Municipal Water District Law of 1911, Water Code §§ 71000 et. seq., and is responsible for providing a reliable supply of high-quality, supplemental water to the communities of southeastern Ventura County; and

WHEREAS, Calleguas is a member public agency of the Metropolitan Water District of Southern California ("Metropolitan"), is reliant upon deliveries of water imported by Metropolitan from the California State Water Project ("SWP"), and is therefore considered a SWP dependent agency within the Metropolitan service area; and

WHEREAS, the California Department of Water Resources ("DWR") classified water years 2020 and 2021 as dry and critically dry, respectively, and the three year sequence of water years 2020 - 2022 is projected to be the driest on record in California for statewide precipitation; and

WHEREAS, the adverse effect of drought on SWP resources has been the primary reason for the historic water shortages currently being experienced by Calleguas. SWP allocations in the last three consecutive years have been 20 percent in 2020, 5 percent in 2021, and 5 percent to date for 2022. For the 2021-22 water year, precipitation, northern Sierra snowpack, and resultant runoff are markedly below the levels which are needed to meet water demands for the 2022 calendar year; and

WHEREAS, in June 2021, Calleguas adopted an Urban Water Management Plan ("UWMP") pursuant to California law, which includes a Water Shortage Contingency Plan ("WSCP") that is triggered during water shortage conditions and describes staged actions the District may take to manage demand and allocate available supplies; and

WHEREAS, on August 18, 2021, the Board of Directors of Calleguas adopted Resolution No. 2024 which declared a Stage 2 Water Shortage and called for enhanced water use efficiency efforts; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom proclaimed that a state of emergency exists in all California counties due to severe drought conditions, and called on all local and regional water suppliers to implement WSCPs that are responsive to local conditions; and

WHEREAS, on November 9, 2021, Metropolitan declared that specified drought emergency conditions exist within its service area and called on all member agencies to immediately implement conservation to reduce the use of SWP supplies; and

WHEREAS, on November 17, 2021, the Board of Directors of Calleguas adopted Resolution No. 2033 which called upon those purveyors receiving water from Calleguas to implement appropriate measures to achieve a 15 percent reduction in demands from 2020 levels to extend SWP storage reserves; and

WHEREAS, on March 18, 2022, DWR announced that it had reduced the calendar year 2022 SWP allocation to 5 percent, and current projections indicate that the final allocation will remain 5 percent; and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 calling on each urban water supplier that has developed a WSCP to implement, at a minimum, response actions for a Water Shortage level of 20 percent (Level 2) and encouraged the activation of more stringent local requirements based on a Water Shortage level of up to 30 percent (Level 3); and

WHEREAS, on April 6, 2022, the Board of Directors of Calleguas adopted Resolution No. 2041 declaring a Stage 3 Water Shortage pursuant to its WSCP; calling for the implementation of mandatory conservation measures; and stating the intent of the District to adopt appropriate regulations, restrictions and penalties for the 2022 calendar year, subsequent to Metropolitan's adoption of same; and

WHEREAS, DWR has provided notice to SWP contractors, including Metropolitan, that DWR is prepared to provide access to a limited supply of water pursuant to SWP contract terms to utilize for Human Health and Safety ("HH&S") subject to the following requirements: SWP contractors must impose mandatory water restrictions on water use consistent with emergency circumstances and any SWP water accessed for HH&S purposes must be returned within 5 years or as wetter conditions return; and

WHEREAS, Metropolitan has insufficient supplies to meet normal demands in its SWP dependent areas in calendar year 2022, even with the utilization of HH&S water; and

WHEREAS, on April 26, 2022, Metropolitan adopted a resolution declaring a water shortage emergency condition and implementing an Emergency Water Conservation Program ("EWCP") in the SWP dependent area, pursuant to Water Code §§350 et. seq., Water Code §§375 et. seq., and other applicable authorities, and that resolution is incorporated herein by this reference; and

WHEREAS, pursuant to Water Code §§350 et. seq., the District is authorized to declare a water shortage emergency condition to prevail within the area served by the District whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, pursuant to Water Code §§375 et. seq., the District is authorized to adopt and enforce a water conservation program to reduce the quantity of water used by those persons within its service area for the purpose of conserving the water supplies of the public entity by ordinance or resolution adopted by a majority of the members of the governing body after holding a public hearing upon notice and making appropriate findings of necessity for the adoption of a water conservation program; and

WHEREAS, pursuant to Water Code §§71640 et. seq., the District may restrict the use of District water during any emergency caused by drought or other threatened or existing water shortage; prohibit the wastage of District water or the use of District water during such periods for any purpose other than household uses or such other restricted uses as the District determines to be necessary; and prohibit use of District water during such periods for specific uses which it finds to be nonessential; and

WHEREAS, Calleguas Ordinance No. 12 codifies rules and regulations for water service, including service during times of a Water Shortage Emergency; and

WHEREAS, Calleguas Ordinance No. 12 authorizes that, in the event reduced water supplies cause Metropolitan to impose water allocations among its member agencies and surcharges for deliveries exceeding those allocations, the Board of Directors may similarly allocate available supplies among District member purveyors and levy any surcharges as deemed appropriate, including those imposed on the District by Metropolitan; and

WHEREAS, the District held a public hearing on April 27, 2022, on the matter of whether the Calleguas Board of Directors should declare that a water shortage emergency condition exists within its service area and adopt an EWCP, the analysis presented at the hearing supports the findings in this resolution, and that analysis is incorporated into this resolution as though set forth in full; and

WHEREAS, notice of said hearing was published in accordance with Government Code §6061 on April 20, 2022, in the Ventura County Star, a newspaper of general circulation printed and published within the County; and

WHEREAS, at said hearing, all persons were given an opportunity to be heard by the Calleguas Board of Directors in accordance with Water Code §351 and Water Code §375; and

WHEREAS, the Calleguas Board of Directors heard and considered public testimony, staff's presentation, information, and other evidence presented at said hearing;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF CALLEGUAS MUNICIPAL WATER DISTRICT AS FOLLOWS:

1. A Water Shortage Emergency Condition exists in the Calleguas service area as set forth in Water Code §§350 et. seq. and Water Code §§71640 et. seq.

2. The actions set forth in this Resolution are in accordance with the powers of the District under the Water Code, District Ordinance No. 12, the District's UWMP and WSCP, the Governor's Executive Orders related to the drought, and recent directives from DWR concerning the use of SWP supplies, and are taken in effort to reduce the quantity of water used within the District service area for the purpose of conserving water supplies because ordinary demands and requirements of water consumers cannot be satisfied without depleting water supplies to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

3. Calleguas hereby adopts an EWCP to reduce non-essential uses of water and preserve available water supplies for the greatest public benefit in the District's service area, which will be implemented in phases. It is the intent of the Board of Directors that the District's EWCP, and its framework, be based upon, consistent with, and pass through the EWCP adopted by Metropolitan on April 26, 2022 and any revisions thereto, including, but not limited to, Metropolitan provisions relating to water use restrictions, enforcement, and penalties for non-compliance.

4. The EWCP includes two paths for purveyors to reduce the use of Metropolitan's SWP supplies and achieve compliance with the EWCP:

    a. The first path allows a purveyor to restrict outdoor irrigation to one day per week (or its equivalent) beginning June 1, 2022. The Calleguas General Manager is authorized to modify this restriction to ban all non-essential outdoor irrigation or enforce volumetric limits should conditions warrant as the year develops. Purveyors that document adoption and enforcement mechanisms of these restrictions by May 31, 2022 will be deemed compliant with the EWCP. Non-compliant purveyors will face volumetric penalties of $2,000 per acre-

foot on any water supplied by Metropolitan from the SWP system that exceeds certain monthly allocation limits.

b. The second path allows a purveyor to comply with monthly allocation limits directly. As described in and consistent with the Metropolitan EWCP, the specific limit for each purveyor is based on an allocated share of the HH&S water provided by DWR and certain additional SWP supplies delivered through the SWP system. Purveyors that meet these limits will be deemed compliant with the EWCP. Non-compliant purveyors will face volumetric penalties of $2,000 per acre-foot on any water supplied by Metropolitan from the SWP system that exceeds certain monthly allocation limits.

5. The EWCP is effective immediately upon adoption of this Resolution and penalties for non-compliance shall be assessed beginning June 1, 2022. Penalties under the EWCP will only be applied to Metropolitan supplies delivered from the SWP system. Volumetric penalties would accrue and be billed monthly. A purveyor can avoid penalties for non-compliance if it takes, and can demonstrate, sufficient action to eliminate its use of Metropolitan supplies at its designated connections to Calleguas.

6. The General Manager is authorized to implement, amend, and augment the terms of the EWCP to make it conform to and/or reconcile with the EWCP adopted by Metropolitan and any revisions and/or modifications of the Metropolitan EWCP. This includes, but is not limited to, establishing equivalent methods for compliance and/or implementing any exceptions and/or exemptions to the EWCP.

7. The General Manager will report regularly to the Board on the effectiveness of the EWCP and inform the Board and purveyors of any need to implement modified and/or more stringent conservation requirements.

8. Calleguas hereby expresses support for the Governor's Executive Order N-7-22 and calls on all purveyors classified as urban water suppliers to reduce water use by 20-30 percent depending on local conditions.

9. Calleguas hereby calls on all of its purveyors to make all possible changes in their operations to reduce their use of Metropolitan's SWP supplies and to immediately mandate and implement such conservation requirements, water use efficiency measures, and drought-related limitations consistent with their WSCP's and substantively conforming to the EWCP.

ADOPTED, SIGNED AND APPROVED this twenty-seventh day of April, 2022.

Steve Blois

Steve Blois, President
Board of Directors

I HEREBY CERTIFY that the foregoing Resolution was adopted at the regularly scheduled meeting of the Board of Directors of Calleguas Municipal Water District held on April 27, 2022.

ATTEST:

Raul Avila, Secretary
Board of Directors (SEAL)

Res. No. 2042

RESOLUTION NO. 15,569

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RESCINDING RESOLUTION 14,741 AND ADOPTING NEW MANDATORY WATER CONSERVATION MEASURES

WHEREAS, severe drought conditions are constraining available water supplies throughout California; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions; and

WHEREAS, at that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans ("WSCPs") "at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year;" and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 which directs a number of actions in response to the historic drought conditions the State, and by extension the City, is currently facing; and

WHEREAS, among these actions are steps to increase water conservation, emergency regulations requiring all water providers to implement a minimum Stage 2 of their WSCPs, and groundwater recharge programs; and

WHEREAS, approximately 40% of the City's water supply is imported from northern California via the State Water Project ("SWP"); and

WHEREAS, this supply is distributed to the City via Calleguas Municipal Water District ("CMWD"), which receives SWP water from the Metropolitan Water District of Southern California ("MWD"); and

WHEREAS, the California Department of Water Resources ("DWR") had initially set the 2022 SWP allocation at 15%, however after a historically dry start to the year with no significant storms in the forecast a cutback was required; and

WHEREAS, on March 18, 2022 DWR announced that SWP allocations would be slashed from 15% to 5%; and

WHEREAS, following the 5% SWP allocation update, MWD indicated that SWP dependent regions of its service area, including CMWD, have insufficient supplies to meet current water demands; and

WHEREAS, in response, CMWD declared a Stage 3 Water Shortage on April 6, 2022 and called on all water users within its service area to immediately reduce water use by up to 30%; and

WHEREAS, on April 12, 2022, MWD presented an informational item to their Water Planning and Stewardship Committee with a proposed Water Shortage Emergency Condition and Emergency Water Conservation Program (the "Program") to preserve supplies in the SWP Dependent Area; and

WHEREAS, the first phase of the Program includes: limiting landscape watering to one day per week in the SWP Dependent Area; requiring those member agencies whose service areas encompass all or a portion of the SWP Dependent Area to adopt and implement effective enforcement mechanisms to ensure compliance with this limit; and imposing volumetric penalties of up to $2,000 per acre-foot (AF) for non-compliance; and

WHEREAS, on April 26, 2022, MWD adopted a resolution and updated their original Emergency Water Conservation Plan, and declaring that a water shortage emergency condition exists in the SWP Dependent Area; and

WHEREAS, on April 27, 2022, CWMD adopted a resolution declaring a water shortage emergency conditions exists in the CMWD Service Area; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to water shortage emergency conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. Resolution 14,741 is hereby rescinded.

Section 3. Stage 2 water shortage conditions exist within the city.

Section 4. a. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.

b. The following watering schedule is established:

i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY

ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY

iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)

iv. No watering between 9 a.m. and 6 p.m. (daylight savings time).

c. Exceptions to allow for irrigation outside of the designated periods shall include (1) the hand watering of trees or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.

d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.

e. Sport activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.

f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resources Code 4291.

g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.

i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.

j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.

k. Irrigation of ornamental turf on medians with potable water is prohibited.

Section 5. Pursuant to Oxnard City Code ("OCC") section 22-151(C), the mandatory water conservation requirements established in Section 4 of this Resolution ("water conservation requirements") shall remain in effect unless otherwise amended or rescinded by further action of the City Council. Notwithstanding the requirements of OCC section 22-151(C), the Director of Emergency Services is authorized to modify the water conservation requirements, pursuant to OCC section 6-3(C)(1) during a proclaimed local emergency.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 17th day of May, 2022, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello and Teran

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Zaragoza

John C. Zaragoza, Mayor

ATTEST:

R. Chaparro 5/17/22

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

State of California
Office of Administrative Law

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 996
Amend sections:
Repeal sections:

NOTICE OF APPROVAL OF EMERGENCY REGULATORY ACTION

Government Code Sections 11346.1 and 11349.6

OAL Matter Number: 2022-0606-03

OAL Matter Type: Emergency (E)

This emergency action by the State Water Resources Control Board adopts a new regulation which requires urban water suppliers to submit preliminary supply and demand assessments to the Department of Water Resources and to implement Level 2 demand reduction actions (actions intended to result in a 10 to 20 percent savings). The regulation bans the irrigation of non-functional turf with potable water in commercial, industrial, and institutional sectors and establishes that such irrigation is an infraction punishable by a fine of up to five hundred dollars for each day in which the violation occurs pursuant to Water Code section 1058.5(d).

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code. Pursuant to Water Code section 1058.5(b), the Finding of Emergency in this matter was exempt from Office of Administrative Law Review.

This emergency regulatory action is effective on 6/10/2022 and, pursuant to Water Code section 1058.5(c), will expire on 6/10/2023. The Certificate of Compliance for this action is due no later than 6/9/2023.

Date: June 10, 2022

Dale Mentink
Assistant Chief Counsel

For: Kenneth J. Pogue
Director

Original: Eileen Sobeck, Executive Director
Copy: Garrett Lenahan

STATE OF CALIFORNIA--OFFICE OF ADMINISTRATIVE LAW

NOTICE PUBLICATION/REGULATIONS SUBMISSION

EMERGENCY

STD. 400 (REV. 10/2019)

For use by Secretary of State only

OAL FILE NUMBERS	NOTICE FILE NUMBER	REGULATORY ACTION NUMBER	EMERGENCY NUMBER
	Z-	2022-0606-03E	

For use by Office of Administrative Law (OAL) only

OFFICE OF ADMIN. LAW
2022 JUN 6 PM3:19

NOTICE

REGULATIONS

ENDORSED - FILED
in the office of the Secretary of State
of the State of California
JUN 10 2022

2:06 PM

AGENCY WITH RULEMAKING AUTHORITY
State Water Resources Control Board

AGENCY FILE NUMBER (If any)

A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)

1. SUBJECT OF NOTICE

TITLE(S)

FIRST SECTION AFFECTED

2. REQUESTED PUBLICATION DATE

3. NOTICE TYPE
☐ Notice re Proposed Regulatory Action ☐ Other

4. AGENCY CONTACT PERSON

TELEPHONE NUMBER

FAX NUMBER (Optional)

OAL USE ONLY — ACTION ON PROPOSED NOTICE
☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/ Withdrawn

NOTICE REGISTER NUMBER

PUBLICATION DATE

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S)
Water Demand Reduction Emergency Regulation

1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)

2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) **(Including title 26, if toxics related)**

SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)

ADOPT
996

AMEND

TITLE(S)
23

REPEAL

3. TYPE OF FILING

☐ Regular Rulemaking (Gov. Code §11346)

☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)

☒ Emergency (Gov. Code, §11346.1(b))

☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute.

☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)

☐ Emergency Readopt (Gov. Code, §11346.1(h))

☐ File & Print

☒ Other (Specify) Water Code Section 1058.5

☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)

☐ Print Only

4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)

5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100)

☐ Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a)) ☒ Effective on filing with Secretary of State ☐ §100 Changes Without Regulatory Effect ☐ Effective other (Specify)

6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY

☐ Department of Finance (Form STD. 399) (SAM §6660) ☐ Fair Political Practices Commission ☐ State Fire Marshal

☐ Other (Specify)

7. CONTACT PERSON
Garrett Lenahan

TELEPHONE NUMBER
(916) 341-5179

FAX NUMBER (Optional)

E-MAIL ADDRESS (Optional)

8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE
Eric Oppenheimer
Digitally signed by Eric Oppenheimer
Date: 2022.06.06 14:24:44 -07'00'

DATE
6/6/2022

TYPED NAME AND TITLE OF SIGNATORY
Eric Oppenheimer, Chief Deputy Director, State Water Resources Control Board

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

ADOPTED EMERGENCY REGULATION TEXT

Title 23. Waters
Division 3. State Water Resources Control Board and Regional Water Quality Control Boards
Chapter 3.5. Urban Water Use Efficiency and Conservation
Article 2. Prevention of Drought Wasteful Water Uses

§ 996. Urban Drought Response Actions

(a) As used in this section:

(1) "Commercial, industrial and institutional" refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners' associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities' members or separate interests.

(2) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(3) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(4) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(5) "Non-functional turf" means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) "Plant factor" has the same meaning as in section 491.

(7) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(8) "Turf" has the same meaning as in section 491.

(9) "Urban water supplier" has the same meaning as Water Code section 10617.

(10) "Water shortage contingency plan" means the plan required by Water Code section 10632.

(b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1

of the Water Code no later than June 1, 2022 or the effective date of this section, whichever comes later, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.

(c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2).

(2) Notwithstanding subdivision (c)(1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.

(3) Notwithstanding subdivision (c)(1), an urban water supplier may implement the actions identified in subdivision (d) in lieu of implementing the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code section 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), provided the supplier meets all of the following:

(i) The supplier's annual water supply and demand assessment submitted to the Department of Water Resources demonstrates an ability to maintain reliable supply until September 30, 2023.

(ii) The supplier does not rely on, for any part of its supply, the Colorado River, State Water Project, or Central Valley Project, and no more than ten (10) percent of its supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources.

(iii) The supplier's average number of gallons of water used per person per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.

(d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), implement at a minimum the following actions:

(1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.

(2) Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.

(3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.

(e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.

(2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

(3) Notwithstanding subdivision (e)(1), an urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.

(f) The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars ($500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(g) A decision or order issued under this section by the Board, or an officer or employee of the Board, is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1058.5, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976

Urgency Ordinance Amending Chapter 22, Article VIII of the Oxnard City Code Regarding Water Waste

City Council
November 1, 2022

Stephen Fischer
City Attorney

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council introduce for first reading by title only and adopt an Urgency Ordinance pursuant to Government Code section 36937, amending certain sections of Article VIII of Chapter 22 of the Oxnard City Code and implementing water conservation measures that is entitled: "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 22, ARTICLE VIII OF THE OXNARD CITY CODE TO COMPLY WITH AND ENFORCE EMERGENCY DROUGHT-RELATED WATER USE RESTRICTIONS".

BACKGROUND

- March 18, 2022: Department of Water Resource (DWR) announced that State Water Project (SWP) allocations would be 5%, down from 15% the previous year

- March 28, 2022: Governor Newsom issued Executive Order N-7-22 in response to the historic drought conditions

- April 26, 2022: Metropolitan Water District of Southern California (MWD) adopted a framework for an Emergency Water Conservation Program (EWCP)

- May 17, 2022: City Council proclaimed in Resolution No. 15,569 the existence of a local emergency due to water shortage conditions and adopted new mandatory water conservation measures

BACKGROUND

- June 23, 2022: City issued Director Order 20-03 establishing a 10 minute per day per station irrigation limit with the exception of the hand watering of food plants outside of the designated watering period with use of a container or hose with a shut off nozzle in line with MWD's EWCP

- Efficient enforcement of water conservation measures require amending certain sections in article VIII of Chapter 22 of the Oxnard City Code (OCC)

- The Urgency Ordinance provides for new water conservation measures and enforcement procedures, keeping the City in compliance with state and local mandates and helping reduce water use

DISCUSSION

- The Urgency Ordinance
  - Updates the City's Water Waste code by implementing emergency water conservation measures that apply only when the City Council or the Director of Emergency Services declares a drought emergency in the City
  - Updates the enforcement mechanism for water waste violators, by issuing administrative citations for violations of permanent and emergency water conservation measures
  - Allows for the hand watering of trees, food plants or other perennials with a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle
  - Updates the Water Waste Code to be in conformity with Oxnard's Water Shortage Contingency Plan (WSCP)
  - Amends certain sections in Article VIII of Chapter 22 in the OCC. First, the Urgency Ordinance creates a new Section 22-137 entitled "Water Waste Prohibited - Emergency Provisions"

FINANCIAL IMPACT

- The financial impact of adopting this ordinance is unknown
- City staff, particularly code compliance officers and water utility staff, will spend additional time investigating water waste violations, issuing water waste citations, and participating in the review hearing process

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.4

DATE: November 1, 2022

TO: City Council

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

SUBJECT: Ordinance Amending Chapter 22, Article VIII of the Oxnard City Code Regarding Water Waste (Non-Urgency). (20 minutes)

RECOMMENDATION

That the City Council introduce for first reading by title only an Ordinance amending certain sections of Article VIII of Chapter 22 of the Oxnard City Code and implementing water conservation measures that is entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 22, ARTICLE VIII OF THE OXNARD CITY CODE TO COMPLY WITH AND ENFORCE EMERGENCY DROUGHT-RELATED WATER USE RESTRICTIONS".

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/GeD2lAVRq1Y

BACKGROUND

California is experiencing a drought emergency following the three driest years on record.

On March 18, 2022, the Department of Water Resources (DWR) announced that State Water Project (SWP) allocations would be 5%, down from 15% the previous year. Following the announcement, the Metropolitan Water District of Southern California (MWD) indicated that SWP dependent regions of its service area have insufficient supplies to meet current water demands.

The Calleguas Municipal Water District (CMWD) receives most of its water from MWD via the SWP, receiving 80% of its water from outside sources. The City of Oxnard receives up to 40% of its water from CMWD.

On March 28, 2022, Governor Newsom issued Executive Order N-7-22 in response to the historic drought conditions. The Order requires all water providers to implement a minimum Stage 2 of their Water Shortage Contingency Plans (WSCP). On April 6, 2022, CMWD declared a Stage 3 Water Shortage and called on all water users within its service area to immediately reduce water use by up to 30%.

On April 26, 2022 MWD adopted a framework for an Emergency Water Conservation Program (EWCP) to reduce non-essential water use and preserve available supply for the greatest public benefit in SWP dependent areas. The framework includes two paths for affected MWD Member Agencies to reduce the use of SWP supplies: 1) reduce outdoor watering to one-day per week or 2) meet a monthly allocation limit. Thereafter, CMWD adopted an Emergency Water Conservation Program including the two path compliance framework consistent with that of MWD.

On May 17, 2022 City Council proclaimed in Resolution No. 15,569 the existence of a local emergency due to water shortage conditions and adopted new mandatory water conservation measures consistent with Stage 2 of the City's WSCP. One week later, the State Water Resources Control Board (SWRCB) adopted an emergency regulation implementing a statewide ban on the use of potable water for irrigating non-functional turf at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs"). The SWRCB has defined non-functional turf as "turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events." The SWRCB regulation will remain in effect for one year, unless the SWRCB modifies, readopts, or lifts the regulation before then.

In response, the City issued Director Order 20-03 on June 23, 2022, establishing a 10 minute per day per station irrigation limit with the exception of the hand watering of food plants outside of the designated watering period with use of a container or hose with a shut off nozzle in line with MWD's EWCP. The Director Order also banned the use of potable water for irrigation of non-functional turf at Commercial, Industrial and Institutional properties, including Home Owner Associations (HOA) in line with SWRCB's emergency regulation.

Efficient enforcement of water conservation measures requires amending certain sections in article VIII of Chapter 22 of the Oxnard City Code (OCC). The Ordinance provides for new water conservation measures and enforcement procedures, keeping the City in compliance with state and local mandates and helping reduce water use.

DISCUSSION

This Ordinance is also before the Council as Agenda Item L.2, which is proceeding as an Urgency Ordinance pursuant to Government Code section 36937, subdivision (b). The Ordinances and their amendments to Chapter 22, Article VIII are identical. The Urgency Ordinance, if adopted by the Council, will go into effect immediately. Whereas the earliest the regular ordinance could go into effect is January of 2023. The Urgency Ordinance provides the City with the immediate ability to comply with and enforce water waste prohibitions and water conservation measures required during a declared drought emergency, while the Regular Ordinance is pending before the Council.

The Ordinance updates the City's Water Waste Code by implementing emergency water conservation measures that apply only when the City Council or the Director of Emergency Services declares a drought emergency in the City. Additionally, the Ordinance updates the enforcement mechanism for water waste violators, by issuing administrative citations for violations of permanent and emergency water conservation measures. The water conservation measures set forth in the Ordinance implement restrictions on the watering of non-functional turf—defined as turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events, and limiting outdoor irrigation to a certain number of days per week.

The Ordinance allows for the hand watering of trees, food plants or other perennials with a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle. The use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the watering restriction is allowed. Sports activity fields may irrigate more frequently, but only as necessary to maintain the playing surface quality and is dependent upon the drought stage as declared by the City Council or Director of Emergency Services.
The Ordinance also updates the Water Waste Code to be in conformity with Oxnard's Water Shortage Contingency Plan (WSCP). The WSCP created six stages of drought and corresponding water conservation measures for the City to apply depending on the drought stage the City is facing. Currently, the City is in a Stage 2 drought.

This Ordinance amends certain sections in Article VIII of Chapter 22 in the OCC. First, the Ordinance creates a new Section 22-137 entitled "Water Waste Prohibited - Emergency Provisions". This section addresses day-to-day water waste prohibitions that correspond to a particular drought stage. Second, sections 22-138 and 139 replace the prior enforcement scheme and create an administrative violation process. The first two violation notices are informational. The administrative fine scheme in Section 22-138 is for repeat and egregious offenders. The fine amounts are as follows: $100 for a third violation, $300 for a fourth violation and $700 for a fifth violation. Additional violations could be subject to the installation of flow restricting devices. The City is currently responding to water waste violations with an informational approach, and has gained compliance with this method.

The water waste prohibitions shall only be in effect when the City Council or Director of Emergency Services proclaim a drought emergency. If and when the proclamation of a drought emergency ceases or is rescinded by City Council, these

prohibitions, while still available in the OCC, will not be in effect or enforced. Conversely, the permanent water waste provisions in Section 22-136 shall apply at all times and will be enforced under the same administrative process and fine schedule as the emergency water waste provisions.

Provided there is an operative motion by Council on this Ordinance at the November 1, 2022 council meeting, this item will be brought to Council at the December 6, 2022 meeting for consideration by the Council for adoption of the Ordinance. Staff will continue to implement a vigorous public information campaign to notify City water customers of the increased level of water conservation requirements with a focus on gaining willful compliance. The City will increase the level of monitoring, notification, and enforcement as necessary and may assess fines and penalties for violations of the Ordinance. Staff will be seeking funding from MWD to aid in the enforcement activities, such as water waste patrols.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The financial impact of adopting this ordinance is unknown. City staff, particularly code compliance officers and water utility staff will spend additional time investigating water waste violations, issuing water waste citations, and participating in the review hearing process. These activities will occur in the normal course of duty, but may result in increased expenditures associated with water conservation compliance efforts.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Chelsey Ballot, Deputy City Attorney, Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Water Waste Regular Ordinance
2. 10.19.21-Drought-SOE-1
3. 22-03 2022 SWP Allocation Decrease 5 Percent 031822
4. March-2022-Drought-EO
5. MET Resolution-9305-signed
6. Calleguas Reso 2042_042722
7. Oxnard Reso 15,569
8. 2022-0606-03E-Approval
9. Water Waste Ordinance Presentation

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 22, ARTICLE VIII OF THE OXNARD CITY CODE TO COMPLY WITH AND ENFORCE EMERGENCY DROUGHT-RELATED WATER USE RESTRICTIONS

WHEREAS, the Oxnard City Council adopted a water waste ordinance, codified in Chapter 22, Article VIII of the Oxnard City Code (OCC), and in 2020 adopted a Water Shortage Contingency Plan; and

WHEREAS, OCC Chapter 22 Article VIII includes permanent water waste measures, and the City Council desires to implement emergency water waste measures; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency exists in all California counties due to ongoing drought conditions; and

WHEREAS, on March 18, 2022 the California Department of Water Resources (DWR) declared that State Water Project (SWP) allocations would be reduced from 15% to 5%; and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 requiring all water providers to implement, at minimum, Stage 2 of their Water Shortage Contingency Plans (WSCP) and reduce water use by 20-30%; and

WHEREAS, on April 26, 2022, the Metropolitan Water District of Southern California Board (MWD) adopted an Emergency Water Conservation Program, declaring a Water Shortage Emergency in SWP dependent areas due to insufficient supplies to meet current water demands and that the Emergency Water Conservation Program shall continue through June 30, 2023; and

WHEREAS, on April 27, 2022, Calleguas Municipal Water District (CMWD), a SWP dependent agency, declared a Stage 3 Water Shortage requiring all water users within the service area to immediately reduce water use by up to 30%; and

WHEREAS, the City receives up to 40% of its water from the CMWD; and

WHEREAS, on May 17, 2022, the Oxnard City Council approved Resolution No. 15,569 declaring a Stage 2 water shortage exists within the city; and

WHEREAS, on June 10 2022, the State Water Resources Control Board (SWRCB) adopted an emergency regulation, effective immediately, prohibiting the irrigation of non-functional turf with potable water at commercial, industrial, and institutional sites including homeowners' associations, condominiums, retirement communities, and other housing developments comprised of individually owned units and shared facilities. The SWRCB regulation defines non-functional turf as turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events; and

WHEREAS, the City intends to comply with state and local water conservation mandates, in addition to the conservation mandates as stated in the Oxnard Water Shortage Contingency Plan by implementing this Urgency Ordinance to facilitate the reduction of water use during emergency drought conditions, by limiting outdoor irrigation and implementing other water conservation measures as set forth in the Urgency Ordinance; and

WHEREAS, all other permanent water conservation measures in the Oxnard City Code remain in effect; and

WHEREAS, additional water use restrictions are anticipated to be issued by the State of California, MWD, and/or CMWD, therefore the City Manager / Director of Emergency Services is authorized to implement those requirements and shall submit additional water conservation measures to the City Council for ratification in its discretion at a future meeting; and

WHEREAS, Any violation of this Urgency Ordinance shall be subject to civil fines and administrative review and appeal procedures set forth in OCC Chapter 7, Article III; and

WHEREAS, The City Council determines that the OCC must be further reviewed and possibly revised to protect the public against potential negative health, safety, and welfare impacts associated with the severe water shortage if water conservation goals are not achieved or additional conservation measures are mandated; and

WHEREAS, The City intends to study, within a reasonable time, amendments required to the OCC to effectively meet state and local water conservation mandates.

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

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

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 of this Ordinance to Chapter 22, Article VIII as set forth below.

Part 3. Addition to the Oxnard Municipal Code. The Oxnard Municipal Code is amended by renumbering current Sections 22-137 through 22-142 to read as Sections 22-138 through 22-143 in Chapter 22, Article VIII; creating a new Section 22-137 to include emergency water waste provisions; and amending new Sections 22-138, 22-139, 22-140 (formerly Sections 22-137, 22-138, 22-139) in Chapter 22 Article VIII to read as follows:

ARTICLE VIII. WATER WASTE

SEC. 22-137 WATER WASTE PROHIBITED – EMERGENCY PROVISIONS

(A) The city council further declares during emergency drought conditions when the city council has adopted a declaration or resolution declaring a water shortage emergency that further emergency water conservation measures shall be mandatory on all persons using city water within city limits, and persons using city water outside the city limits but within the Oxnard Municipal Water's service area, and are in addition to the conservation measures in Section 22-136.

(B) Therefore, the city council orders the emergency restrictions on water use as specified below:

(1) Stage 1 (10% reduction in available supplies). The following water conservation requirements apply during a stage 1 water supply condition:

(a) Water Days. Outdoor Irrigation is limited to three days per week using a landscape irrigation system or a watering device. The outdoor irrigation measures set forth in Section 22-136(B)(1) through (4) apply to this provision. These outdoor irrigation restrictions do not apply to the following categories:

(i) The hand watering of trees, food plants or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a positive self closing shut-off nozzle;

(ii) The use of drip irrigation systems to apply water at a weekly volume consistent with the three days per week watering restriction;

(iii) Irrigation of sport activity fields as necessary to maintain playing surface quality.

(2) Stage 2 (10-20% reduction in available supplies). The following water conservation requirements apply during a declared stage 2 water supply condition:

(a) Water Days. Outdoor Irrigation is limited to two days per week using a landscape irrigation system or a watering device for no more than 10 minutes per day per station. The outdoor irrigation measures set forth in Section 22-136(B)(1),(2) and (4) apply to this provision. These outdoor irrigation restrictions do not apply to the following categories:

(i) The hand watering of trees, food plants or other perennials with use of

a container (e.g. bucket or watering can) or a hose fitted with a positive self closing shut-off nozzle;

(ii) The use of drip irrigation systems to apply water at a weekly volume consistent with the two days per week watering restriction;

(iii) Irrigation of sport activity fields as necessary to maintain playing surface quality.

(b) Watering of non-functional turf, which is turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs") is prohibited.

(c) Prompt Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired promptly, and in no event more than 48 hours after discovery or receipt of notice from the City.

(d) Limits on Filling Ornamental Ponds or Fountains. Filling or refilling ornamental lakes or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that aquatic life has been actively managed within the ornamental pond or fountain prior to declaration of a stage 2 water supply condition.

(3) Stage 3 (20-30% reduction in available supplies) The following water conservation requirements apply during a declared stage 3 water supply condition:

(a) Water Days. Outdoor Irrigation is limited to one day per week, using a landscape irrigation system or a watering device for no more than 10 minutes per station. The outdoor irrigation measures set forth in Section 22-136(B)(1), (2) and (4) apply to this provision. These restrictions do not apply to the following categories:

(i) The hand watering of trees, food plants or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a positive self closing shut-off nozzle;

(ii) The use of drip irrigation systems to apply water at a weekly volume consistent with the one day per week watering restriction;

(iii) Irrigation of sport activity fields as necessary to maintain playing surface quality.

(b) Watering of non-functional turf, which is turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events, at commercial, industrial and institutional properties, including Home Owners Associations ("HOAs") is prohibited.

(c) Prompt Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired promptly, and in no event more than 24 hours after discovery or receipt of notice from the City.

(d) Limits on Filling Ornamental Ponds or Fountains. Filling or refilling ornamental lakes or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that aquatic life has been actively managed within the ornamental pond or fountain prior to declaration of a stage 3 water supply condition.

(4) Stage 4 (30-40% reduction in available supplies). The following water conservation requirements apply during a declared stage 4 water supply condition:

(a) Water Days. Outdoor Irrigation is prohibited. This restriction does not apply to the following category:

(i) The hand watering of trees, food plants or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a positive self closing shut-off nozzle.

(ii) The use of drip irrigation systems to apply water as needed for trees, food plants or other perennials.

(b) Prompt Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired promptly, and in no event more than 24 hours after discovery or receipt of notice from the City.

(c) Limits on Filling Ornamental Ponds or Fountains. Filling or refilling ornamental lakes or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that aquatic life has been actively managed within the ornamental pond or fountain prior to declaration of a stage 4 water supply condition.

(5) Stage 5 (40-50% reduction in available supplies). The following water conservation requirements apply during a declared stage 5 water supply condition:

(a) Water. Watering with potable water is prohibited. This restriction does not apply to the following categories:

(i) Maintenance of vegetation, including trees and food plants;

(ii) Maintenance of existing landscape necessary for fire protection;

(iii) Maintenance of existing landscape for erosion control;

(iv) Maintenance of plant materials identified to be rare or essential to the well-being of protected species;

(b) Prompt Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired promptly, and in no event more than 24 hours after discovery or receipt of notice from the City.

(6) Stage 6 (Greater than 50% reduction in available supplies). The following water conservation requirements apply during a declared stage 6 water supply condition:

(a) Water. Outdoor Irrigation with potable water is prohibited.

(b) Prompt Leak Repair. All leaks, breaks or malfunction within a plumbing or water distribution system shall be repaired immediately upon discovery or receipt of notice from the City.

SEC. 22-138. FAILURE TO COMPLY

Any violation of the provisions of this article shall be prosecuted as an administrative citation, pursuant to Chapter 7, Article III or as a criminal citation pursuant to Chapter 1, Article 1, Section 1-10 as determined by the City Attorney. The following administrative remedies shall be imposed against any person for violation(s) of this Article:

(A) For the first violation, a written warning shall be issued to the responsible person or entity listed on the water service record for the location where the violation occurred or is occurring.

(B) For the second violation during a 12-month period, a written notice to correct the violation shall be issued to the responsible person or entity listed on the water service record for the location where the violation occurred or is occurring.

(C) For the third violation during a 12-month period, an administrative citation and fine in the amount of $100.00 shall be issued to the responsible person or entity listed on the water service record for the location where the violation occurred or is occurring.

(D) For the fourth violation during a 12-month period an administrative citation and fine in the amount of $300.00 shall be issued to the responsible person or entity listed on the water service record for the location where the violation occurred or is occurring.

(E) For the fifth violation during a 12-month period an administrative citation and fine in the amount of $700.00 shall be issued to the responsible person or entity listed on the water service record for the location where the violation occurred or is occurring.

(F) (1) For a Sixth violation during a 12-month period, and upon a written notice of violation, the city shall be able to install, at the expense of the responsible person or entity, a flow-restricting device of one gallon per minute capacity on the location receiving water service through up to 1½-inch size distribution systems and comparatively sized restricting devices on locations receiving water service through larger distribution systems. These devices shall be installed for a period of not less than 48 hours on the service of the responsible person at the location at which the violation occurred.

(2) The charge for installation of such a flow-restricting device shall be based upon the size of the responsible person's or entity's meter and the actual cost of installation.

(3) The flow-restricting device shall remain installed until removed as authorized by the city manager. The charge for removal of the flow-restricting device and restoration of normal service shall be based on the city's actual cost.

(4) For any violations after the sixth violation during a 12-month period, the city may discontinue water service to the violator at the location at which the violation(s) occurred, or impose such other penalty as deemed appropriate by the city manager, until such time that the city manager determines that further violations are not likely to occur.

SEC. 22-139. NOTICE TO CUSTOMER.

(A) The city shall provide notice of each violation of this article to the responsible person or entity at the location where the violation occurred, pursuant to the provisions of Chapter 7, Article III, Sections 7-54 and 7-55 and as follows:

(1) For a first violation and subsequent violations, the city shall give written notice of the fact of such violation to the responsible person by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the responsible person or entity of the violation.

(2) If the installation of a flow restrictor is scheduled, or the discontinuance of water service to the responsible person for any period of time may occur, advance notice shall be given in the following manner:

(a) Written notice to the responsible person by personal service;

(b) If the responsible person is absent from or unavailable at either the customer's residence or place of business, by leaving a copy of the notice with an adult at either location, and by delivery of the notice through regular United States mail addressed to the customer at either the responsible person's place of business or residence; or

(c) If such residence and place of business cannot be ascertained, or an adult cannot be found at the location of the violation, then by affixing a copy of the notice in a conspicuous place at the location where the violation has occurred, and by delivery of a copy of the notice through regular United States mail addressed to the responsible person at the responsible person's water utility billing address and to the subject location.

(B) All notices shall contain, in addition to the facts of the violation, a statement of the possible remedies for each violation, a statement informing the responsible person of his/her right to an administrative hearing on the violation, the amount of the fine, the date and time the water flow shall be restricted, or the water service discontinued.

SEC. 22-140. RIGHT TO HEARING.

(A) Any responsible person against whom a fine has been issued or on whose water service is scheduled for flow restriction, or whose water service may be discontinued, shall have a right to a hearing to be conducted by a person selected by the city manager. The responsible person shall file the written request for a hearing or complete an administrative hearing request form with the city manager's designee within 30 days of the date of notification of the violation and intended remedy. All hearings shall be conducted in conformity with the provisions of this Section, Chapter 7, Article III, Sections 7-58 through 7-63, and Chapter 1 Article III.

(B) A responsible person against whom a fine has been issued may request a waiver of fine deposit pursuant to Chapter 7, Article III, section 7-59.

(C) (1) The hearing shall be conducted promptly following the request for hearing. The responsible person may present any relevant evidence at the hearing which tends to show that the alleged violation has not occurred.

(2) The formal rules of evidence shall not apply and all relevant evidence customarily relied upon by reasonable persons in the conduct of serious business affairs shall be admissible, unless a sound objection warrants its exclusion.

(3) The decision of the city manager's designee shall be final and exhaust the administrative process.

(D) The responsible person may seek judicial review of the hearing officer's decision by filing an appeal with the Ventura County Superior Court Clerk within 20 calendar days after the responsible person receives a copy of the notice of decision in accordance with Cal. Gov't Code, Section 53069.4. Any appeal filed with the superior court shall contain a proof of service showing that a copy of the appeal was served upon the city. The responsible person must pay the appropriate filing fees.

SEC. 22-141. RESTORATION OF DISCONTINUED WATER SERVICE.

When water service is discontinued, the service shall be restored upon the following conditions:

(A) Proof submitted by the violator of correction of the condition or activity satisfactory to the city manager or his designee; and

(B) Payment of the estimated restoration charge, including the cost of any inspection fees or required staff time, and all other fees and charges still outstanding, including, but not limited to, fines and/or installation and removal charges for flow restrictors.

SEC. 22-142. LIMITATIONS ON CURTAILMENT.

Nothing contained in this article shall be construed to allow the city to curtail the supply of water to any customer when, in the discretion of the city manager or Ventura County Environmental Health Department, such water is required by that customer to maintain a minimum level of public health and safety.

SEC. 22-143. ENFORCEMENT PERSONNEL.

The employees of the police, fire, development services and public works departments and other designated persons shall be responsible for enforcement of the various sections of this article under their respective authority or as is specifically assigned to them by the city manager.

Part 4. Compliance with California Environmental Quality Act (CEQA). The City Council exercises its independent judgment and fins that this ordinance is not subject to CEQA pursuant to California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies on to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

Part 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of Oxnard hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

Part 6. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 7. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____was first read on November 1, 2022, and finally adopted on _____, 2022 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a second consecutive year of dry conditions, resulting in drought in all parts of the State and extreme or exceptional drought in most of the State; and

WHEREAS the meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS on April 12, 2021, May 10, 2021, and July 8, 2021, I proclaimed states of emergency to exist in the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kern, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba, due to severe drought conditions; and

WHEREAS since my July 8, 2021 Proclamation, sustained and extreme high temperatures have increased water loss from reservoirs and streams, increased demands by communities and agriculture, and further depleted California's water supplies; and

WHEREAS the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Francisco, and Ventura are now experiencing severe drought conditions; and

WHEREAS long-term weather forecasts for the winter rainy season, dire storage conditions of California's largest reservoirs, low moisture content in native vegetation, and parched soils, magnify the likelihood that drought impacts will continue in 2022 and beyond; and

WHEREAS the increasing frequency of multiyear droughts presents a significant risk to California's ability to ensure adequate water supplies for communities, agriculture, and fish and wildlife; and

WHEREAS the most impactful action Californians can take to extend available supplies is to re-double their efforts to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of my July 8, 2021 Executive Order N-10-21; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions to ensure the protection of health, safety, and the environment; and

WHEREAS under Government Code Section 8558(b), I find that the conditions caused by the drought, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under Government Code Section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code Section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in the State due to drought in the remaining counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Francisco, and Ventura, such that the drought state of emergency is now in effect statewide.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government are to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Governor's Office of Emergency Services and the State Emergency Plan. Also, to protect their safety, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.

2. The orders and provisions contained in my April 21, 2021, May 10, 2021, and July 8, 2021 Proclamations remain in full force and effect, except as modified herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.

3. Operative paragraphs 3, 5, 6, and 10 of my July 8, 2021 Proclamation are withdrawn and replaced with paragraphs 4 through 8 below.

4. Consistent with the policies stated in Water Code Section 1011.5(a), local agencies are encouraged to take actions to coordinate use of their available supplies and to substitute an alternate supply of groundwater from existing groundwater wells for the unused portion of surface water that the local agency is otherwise entitled to use. For actions taken pursuant to this paragraph, the provisions of Chapter 3 (commencing with Section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are suspended for any (a) actions taken by state agencies pursuant to this paragraph, (b) actions taken by a local agency where the state agency with primary responsibility for implementing the directive concurs that local action is required, and (c) permits or approvals necessary to carry out actions under (a) or (b). The entities implementing this paragraph shall maintain on their websites a list of all activities or approvals that rely on the suspension of the foregoing Water Code provisions.

5. To support voluntary approaches where hydrology and other conditions allow, the State Water Resources Control Board (Water Board) shall expeditiously consider water transfer requests. For purposes of carrying out this paragraph, the following requirements of the Water Code are suspended:

    a. Section 1726(d) requirements for written notice and newspaper publication, provided that the Water Board shall post notice on its website and provide notice through electronic subscription services where interested persons can request information about temporary changes; and
    b. Section 1726(f) requirement of a 30-day comment period, provided that the Water Board shall afford a 15-day comment period.

6. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of the drought. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of the drought. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.

7. To proactively prevent situations where a community runs out of drinking water, the Water Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research shall assist local agencies with identifying acute drinking water shortages in domestic water supplies, and shall work with local agencies in implementing solutions to those water shortages.

8. To preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions next year, local water suppliers are directed to execute their urban Water Shortage Contingency Plans and agricultural Drought Plans at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year. Suppliers shall ensure that Urban and Agricultural Water Management Plans are up to date and in place.

9. The Water Board may adopt emergency regulations, as it deems necessary, to supplement voluntary conservation by prohibiting certain wasteful water practices. Wasteful water uses include:

    a. The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard-surfaced areas, except in cases where health and safety are at risk.
    b. The use of potable water that results in flooding or runoff in gutters or streets.

c. The use of potable water, except with the use of a positive shut-off nozzle, for the individual private washing of motor vehicles.
d. The use of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain.
e. The use of potable water for irrigation of ornamental turf on public street medians.
f. The use of potable water for street cleaning or construction purposes, unless no other source of water or other method can be used or if necessary, to protect the health and safety of the public.
g. The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds which utilize recycled water.

10. The California Department of Food and Agriculture, in collaboration with other relevant state agencies, shall evaluate water efficiency measures implemented in California agriculture over the past several years and develop a report with recommendations on how to further increase efficiencies.

11. The Office of Emergency Services shall provide assistance under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, title 19, section 2900 et seq., as appropriate to provide for, or in support of, the temporary emergency supply, delivery, or both of drinking water or water for sanitation purposes.

12. For purposes of carrying out or approving any actions contemplated by the directives in operative paragraphs 5, 6, and 9, the environmental review by state agencies required by the California Environmental Quality Act in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought.

    For purposes of carrying out the directive in operative paragraph 4 and 7, for any (a) actions taken by the listed state agencies pursuant to that directive, (b) actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19th day of October 2021.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

NOTICE TO STATE WATER PROJECT CONTRACTORS

Date: **March 18, 2022**

Number: **22-03**

Subject: **2022 State Water Project Table A Allocation Decrease from 15 to 5 Percent**

From: Original signed by
Ted Craddock
Deputy Director, State Water Project
Department of Water Resources

Based on the driest January and February in more than 100 years and other aspects of current water supply conditions, the Department of Water Resources (DWR) is decreasing the State Water Project (SWP) Table A Allocation from 15 percent to 5 percent of most SWP long-term contractors' 2022 requested Table A amounts. Attached is the revised 2022 SWP allocation table.

In addition, DWR will continue to allocate water to meet the human health and safety (HH&S) needs as defined in NTC 21-07 issued on December 1, 2021. Please note that this revised Table A Allocation will continue to reduce, on a 1:1 basis, any HH&S need volumes that were previously identified in the SWP contractors' submittals to DWR.

This Table A Allocation decrease is made consistent with the long-term water supply contracts, legal requirements, and public policy. In determining available SWP supplies, DWR has considered several factors including SWP contractors' 2022 demand, existing storage in SWP conservation reservoirs, estimates of future runoff under very dry conditions, SWP operational and regulatory constraints such as, federal Endangered Species Act, California Endangered Species Act requirements, and water rights obligations under the State Water Resources Control Board's authority. DWR may revise this and any subsequent allocations if warranted by the year's developing hydrologic conditions and available SWP water supplies.

To develop the 5 percent water delivery schedule, DWR will utilize the SWP Contractors' 5 percent schedules that were submitted in October 2021 (as part of initial requests), including any subsequent updates that may have been provided to DWR. If a Contractor foresees significant changes to previously submitted schedules (including HH&S needs), they are requested to communicate such changes to DWR at the earliest possible time. DWR will provide approved monthly water delivery schedules to the SWP Contractors.

If you have any questions or need additional information, please contact John Leahigh, Water Operations Executive Manager, at (916) 902-9876.

Attachment

Attachment
2022 STATE WATER PROJECT ALLOCATION

SWP CONTRACTORS	TABLE A (Acre-Feet) (1)	INITIAL REQUEST (Acre-Feet) (2)	APPROVED ALLOCATION (Acre-Feet) (3)	PERCENT INITIAL REQUEST APPROVED (4) = (3)/(2)
FEATHER RIVER				
County of Butte	27,500	27,500	3,000	11%
Plumas County FC&WCD	2,700	2,700	135	5%
City of Yuba City	9,600	9,600	1,440	15%
Subtotal	**39,800**	**39,800**	**4,575**	
NORTH BAY				
Napa County FC&WCD	29,025	29,025	4,354	15%
Solano County WA	47,756	47,756	7,164	15%
Subtotal	**76,781**	**76,781**	**11,518**	
SOUTH BAY				
Alameda County FC&WCD, Zone 7	80,619	80,619	4,031	5%
Alameda County WD	42,000	42,000	2,100	5%
Santa Clara Valley WD	100,000	100,000	5,000	5%
Subtotal	**222,619**	**222,619**	**11,131**	
SAN JOAQUIN VALLEY				
Oak Flat WD	5,700	5,700	285	5%
County of Kings	9,305	9,305	466	5%
Dudley Ridge WD	41,350	41,350	2,068	5%
Empire West Side ID	3,000	3,000	150	5%
Kern County WA	982,730	982,730	49,137	5%
Tulare Lake Basin WSD	87,471	87,471	4,374	5%
Subtotal	**1,129,556**	**1,129,556**	**56,480**	
CENTRAL COASTAL				
San Luis Obispo County FC&WCD	25,000	25,000	1,250	5%
Santa Barbara County FC&WCD	45,486	45,486	2,275	5%
Subtotal	**70,486**	**70,486**	**3,525**	
SOUTHERN CALIFORNIA				
Antelope Valley-East Kern WA	144,844	144,844	7,243	5%
Santa Clarita Valley WA	95,200	95,200	4,760	5%
Coachella Valley WD	138,350	138,350	6,918	5%
Crestline-Lake Arrowhead WA	5,800	5,800	290	5%
Desert WA	55,750	55,750	2,788	5%
Littlerock Creek ID	2,300	2,300	115	5%
Metropolitan WDSC	1,911,500	1,911,500	95,575	5%
Mojave WA	89,800	89,800	4,490	5%
Palmdale WD	21,300	21,300	1,065	5%
San Bernardino Valley MWD	102,600	102,600	5,130	5%
San Gabriel Valley MWD	28,800	28,800	1,440	5%
San Gorgonio Pass WA	17,300	17,300	865	5%
Ventura County WPD	20,000	20,000	1,000	5%
Subtotal	**2,633,544**	**2,633,544**	**131,679**	
TOTAL	**4,172,786**	**4,172,786**	**218,908**	**5%**

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

WHEREAS on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

WHEREAS the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

WHEREAS the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

WHEREAS the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

WHEREAS delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

WHEREAS the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

WHEREAS the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.

2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at SaveOurWater.com provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.

3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:

    a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and

c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining "non-functional turf" (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.

5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.

7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.

8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.

9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:

    a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.

11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.

12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.

15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

RESOLUTION 9305

DECLARING A WATER SHORTAGE EMERGENCY CONDITION AND IMPLEMENTING AN EMERGENCY WATER CONSERVATION PROGRAM IN PORTIONS OF ITS SERVICE AREA

WHEREAS, Severe Drought Conditions Are Constraining Available Water Supplies from Northern California.

Beginning in water year 2020 (October 1, 2019, to September 30, 2020), the watersheds supplying the California State Water Project (SWP) received below-average precipitation. The California Department of Water Resources (DWR) classified water years 2020 and 2021 as dry and critically dry, respectively. Persistent dry conditions will likely result in a critically dry designation for water year 2022.

The three-year sequence of water years 2020 - 2022 (October 1, 2019, through September 30, 2022) is projected to be the driest on record in California for statewide precipitation. Precipitation in Northern California during the three months from January through March 2022 was the driest on record for that region.

In addition to reduced precipitation since 2020, California's climate is transitioning to a warmer setting in which historical relationships among temperature, precipitation, and runoff are changing. In 2021, the DWR's snowmelt runoff forecast over-estimated the runoff that occurred by 68 percent. In 2022, DWR's median runoff forecast for the Sacramento River dropped from 16.7 to 9.7 million acre-feet, a reduction of 42 percent.

WHEREAS, Governor Newsom Has Declared a State of Emergency to Exist in All California Counties Due to These Severe Drought Conditions.

On October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions. This proclamation follows other increasingly expansive drought declarations and executive orders that have been issued since April 2021.

At that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans (WSCPs) "at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year."

WHEREAS, Governor Newsom Has Issued an Executive Order Calling on Urban Water Suppliers to Activate Their Water Shortage Contingency Plans.

As part of their Urban Water Management Plans (UWMPs), local and regional water providers are required to prepare and adopt WSCPs. These plans identify voluntary and mandatory response actions that will be taken under various water shortage conditions. These actions may include mandatory conservation activities to reduce water use by 10 to 50 percent, depending on the severity of the shortage.

Due to worsening drought conditions, including a record-breaking dry period in January and February, Governor Newsom issued Executive Order N-7-22 on March 28, 2022, specifically requiring all urban water suppliers to implement, at a minimum, the response actions identified in their WSCPs for a shortage level of up to 20 percent (Level 2).

This executive order further encouraged urban water suppliers to conserve more than the minimum required and to voluntarily activate more stringent local requirements based on a shortage level of up to 30 percent (Level 3).

WHEREAS, Metropolitan's State Water Project Supplies Have Been and Are Being Curtailed.

On March 18, 2022, DWR reduced the SWP Table A allocation for 2022 from 15 to only five percent of contract amounts. Table A allocations for 2020 and 2021 were 20 and five percent, respectively. The last three years marks the lowest three-year combined deliveries of allocated water in the history of the SWP.

Three consecutive years of low Table A allocations have strained water supplies for portions of Metropolitan's service area that currently are served primarily through the SWP. Referred to as the "SWP Dependent Area," this area has limited or no access to Colorado River Supplies.

As a result, there will be insufficient SWP supplies this year to meet the minimum human health and safety (HH&S) needs in the SWP Dependent Area. HH&S needs are defined as "the amount of water necessary for prevention of adverse impacts to human health and safety, for which there is no feasible alternative supply." In general, HH&S needs are limited to domestic supply, sanitation, public health and fire protection purposes, and cannot exceed 55 gallons per person per day.

To supplement the low Table A allocation, DWR has agreed to provide additional SWP supplies to SWP contractors if necessary to fulfill their unmet HH&S needs. However, DWR is requiring any SWP contractor receiving such supplies to impose mandatory restrictions on water use within its service area consistent with these emergency circumstances. DWR also is requiring any SWP water accessed for HH&S purposes be returned to the state within five years or as wetter conditions return.

WHEREAS, Metropolitan's SWP Supplies Are Essential to Meet the Total Demands of Its Member Agencies.

Over the past 20 years, the SWP has provided about 30 percent of the region's total water needs and a portion of the supply delivered to each of Metropolitan's 26 Member Agencies.

Diamond Valley Lake, Metropolitan's largest surface water reservoir and source of dry-year and emergency water supplies, has only been replenished with SWP supplies since the discovery of Quagga mussels in Colorado River water in Jan. 2007.

Under a five percent Table A allocation, Metropolitan cannot meet normal demands in the SWP Dependent Area, serve SWP supplies to other Member Agencies, or replenish storage in Diamond Valley Lake.

WHEREAS, Metropolitan, Its Member Agencies, and Others in the Region Have Taken Extraordinary Steps to Reduce Demands and Bolster Supplies.

In conjunction with its Member Agencies, counties, cities, and wholesale and retail water suppliers, Metropolitan decreased potable water demands within the service area by 40 percent, roughly 80 gallons per person per day, since 1990.

Metropolitan has invested $1.5 billion in conservation, local water recycling, and local groundwater recovery since 1990, resulting in a cumulative savings of nearly 7.6 million acre-feet.

Metropolitan has invested more than $3 billion in increasing storage capacity with Diamond Valley Lake and conveyance capacity with the Inland Feeder to capture SWP supply when available for later use in dry years.

Local water suppliers and communities have also made multi-billion-dollar strategic and forward-looking investments in water conservation (within and outside the MWD service area), water recycling, stormwater capture and reuse, groundwater storage, seawater desalination and other strategies to improve drought resilience.

Water conserved throughout the service area, among other things, has helped preserve storage in Metropolitan's diverse storage portfolio during these dry conditions.

Continued action by Southern California residents to conserve water and extend local groundwater and surface water supplies will provide greater resilience if the drought continues in future years.

Metropolitan established the Member Agency Administered Program (MAAP) to assist Member Agencies in implementing local conservation activities. A portion of the funded projects can be used when water savings are not readily quantifiable, such as drought messaging and local water-use related code enforcement programs.

WHEREAS, Metropolitan and Its Member Agencies Have Taken Specific Actions to Preserve SWP Supplies.

Metropolitan and its Member Agencies have invested billions of dollars to preserve and enhance the availability and utilization of local supplies and, in turn, to decrease the overall use of Metropolitan's imported supplies.

Metropolitan has established water management programs to increase Member Agency flexibility to shift from or temporarily defer taking Metropolitan's supply from the SWP.

In 2021 and 2022, Metropolitan made targeted investments in its delivery system to reduce Member Agency dependency on SWP supplies. These investments have significantly improved operational flexibility, allowing delivery of water from either of Metropolitan's two imported supply sources to most of the service area.

Metropolitan's Member Agencies have, where feasible, operated their systems to reduce dependency on Metropolitan's supply delivered through service connections fed from the SWP system.

On August 17, 2021, Metropolitan's Board adopted a resolution declaring a "Condition 2 – Water Supply Alert" to preserve Metropolitan's supply for the region.

On November 9, 2021, Metropolitan's Board adopted a resolution recognizing the statewide drought emergency, declaring specified emergency conditions to exist within portions of its service area, and calling on Member Agencies to take various actions to preserve Metropolitan's supply from the SWP. Among other things, Member Agencies were urged to make all reasonably practicable changes in their operations and to implement mandatory conservation and efficiency measures to reduce the use of SWP supplies.

WHEREAS, Metropolitan Has Determined that It Must Take Additional Actions Immediately to Conserve the Remaining Available SWP Supplies.

In December 2014, Metropolitan's Board adopted a revised Water Supply Allocation Plan (WSAP) pursuant to which it may determine that a regional shortage exists, establish a regional shortage level, and impose an Allocation Surcharge on Member Agencies for water use above a predetermined allotment. The WSAP was designed and intended only for use during periods of regionwide water shortages and requires a more extended period to implement. As such, the current WSAP cannot effectively or efficiently address the water shortages anticipated to occur this year in the SWP Dependent Area.

Likewise, while actions being taken pursuant to the November 9, 2021, Board resolution are helpful, they are not sufficient to address in a timely manner the urgent circumstances present in the SWP Dependent Area. That resolution specifically noted that if drought conditions persisted or worsened, Metropolitan's Board would consider declaring a Water Shortage Emergency Condition and imposing appropriate regulations, restrictions and penalties to conserve Metropolitan's water supplies.

Unfortunately, drought conditions have persisted, and the water supply outlook has worsened, particularly with respect to SWP supplies. Accordingly, Metropolitan believes it is necessary, desirable, and in the best interests of Metropolitan and its Member Agencies to declare that a Water Shortage Emergency Condition exists in the SWP Dependent Area, to adopt the framework for an Emergency Water Conservation Program encompassing the SWP Dependent Area, and to take certain other actions as set forth below and described in Board Letter 7-1 dated April 26, 2022, so as to reduce water use and preserve remaining SWP supplies.

Adopting an Emergency Water Conservation Program is consistent with actions taken by our Member Agencies and other retail agencies and will assist Metropolitan and its Member Agencies in public outreach efforts to communicate the severity of the current drought and the need for conservation and collective action.

Metropolitan further believes that it is necessary, desirable, and in the best interest of Metropolitan to work closely with Member Agencies to identify near-term actions to address this drought emergency and to grant the General Manager certain additional powers and authorities to assist in carrying out such activities promptly.

WHEREAS, Metropolitan Is Authorized and Required to Take These Additional Actions.

Article X, Section 2 of the California Constitution requires all water resources in the state to be put to beneficial use and prohibits the waste or unreasonable use of such resources. What constitutes reasonable use is dependent on exigent circumstances, and may change during periods of drought.

Water Code Section 350 et seq. requires the distributor of a public water supply to declare that a water shortage emergency condition exists "whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply needed for human consumption, sanitation, and fire protection." Upon making such a declaration, the water supplier is authorized to adopt such regulations and restrictions as will, in its sound discretion, "conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection."

Water Code Section 375 et seq. authorizes retail and wholesale water providers to adopt water and enforce conservation programs, which may include specific water-use limitations. Water providers may impose civil and criminal penalties for violating the requirements of such programs and/or may enforce water-use limitations by imposing "a volumetric penalty in an amount established by the public entity."

Water Code Section 10620 et seq. requires every urban water supplier to prepare and adopt an UWMP, which must include a WSCP to be implemented during times of shortage. Governor Newsom has directed all urban water suppliers to implement, at a minimum, the response actions identified in their WSCPs for a shortage level of up to 20 percent (Level 2).

DWR is requiring any SWP contractor receiving HH&S supplies to impose mandatory restrictions on water use within its service area consistent with these emergency circumstances.

The Metropolitan District Act and Metropolitan's Administrative Code authorize and support taking specific actions to address the current drought emergency. In particular, Administrative Code Section 4512 provides that deliveries of water "shall be subject to operational, supply or demand conditions, as determined by the General Manager."

WHEREAS, Metropolitan Held a Noticed Public Hearing to Receive Input on These Additional Actions.

On April 26, 2022, a public hearing was held to receive input, comments, and/or protests on the proposed declaration of a Water Shortage Emergency Condition and adoption of the framework of an Emergency Water Conservation Program for the SWP Dependent Area, as well as the other actions set forth below and described in Board Letter 7-1 dated April 26, 2022. A copy of Board Letter 7-1 was posted on Metropolitan's website (https://mwdh2o.legistar.com/Calendar.aspx) and was available for review prior to the hearing.

Notice of this hearing was published on April 14, 2022, in six different newspapers of general circulation encompassing all six counties within Metropolitan's service area: *Los Angeles Times* (Los Angeles County), *Orange County Register* (Orange County), *Inland Valley Daily Bulletin* (San Bernardino County), *Ventura County Star* (Ventura County), *Press Enterprise* (Riverside County), and *San Diego Union Tribune* (San Diego County).

At this public hearing, Metropolitan's Board received information, comments, testimony, and other evidence provided by Board members, Member Agency representatives, staff, and the public pertaining to these matters, and all persons present were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of The Metropolitan Water District of Southern California hereby declares a **Water Shortage Emergency Condition** to exist in the SWP Dependent Area. Per this declaration, the Board calls on all Member Agencies to:

(1) Make all possible changes in their operations to reduce their use of Metropolitan's SWP supplies.
(2) Immediately mandate and implement such conservation requirements, water-use efficiency measures, and drought-related limitations consistent with their WSCPs and substantively conforming to the Emergency Water Conservation Program.

BE IT FURTHER RESOLVED that the General Manager is hereby authorized and directed to finalize and implement an **Emergency Water Conservation Program** in the SWP Dependent Area, subject to the following conditions:

(1) The Emergency Water Conservation Program shall conform to the framework outlined in Board Letter 7-1, dated April 26, 2022. (A copy of this Board Letter may be accessed through Metropolitan's website at https://mwdh2o.legistar.com/Calendar.aspx.) This framework includes volumetric penalties for non-compliance of up to $2,000 per acre-foot for use exceeding specified allocation limits.
(2) The Emergency Water Conservation Program shall include a provision for Member Agencies in the SWP Dependent Area to use 100 percent of their MAAP allocations for any conservation-related activities and projects, even where the water savings from such activities and projects are not readily quantifiable. Uses of MAAP funding could include drought-related actions, messaging, and code enforcement. Upon termination of the Emergency Water Conservation Program, the MAAP allocations would revert back to the previously established formula for non-documented water-saving program funding requests.
(3) The General Manager shall consult with all affected Member Agencies on the final terms of the Emergency Water Conservation Program.
(4) The General Manager shall finalize the Emergency Water Conservation Program within 30 days of Board adoption of this resolution.
(5) The Emergency Conservation Program shall continue through Jun. 30, 2023, unless otherwise terminated as described below.

BE IT FURTHER RESOLVED that the General Manager is hereby directed to continue the actions and activities specified in August 17, 2021, and November 9, 2021, Board resolutions, except as expanded or limited herein.

BE IT FURTHER RESOLVED that the Board hereby declares Metropolitan's support for the Governor's Executive Order N-7-22 and directs staff to work with the relevant state agencies to implement the Executive Order.

BE IT FURTHER RESOLVED that, should drought conditions persist in the coming months, or should demand management actions not sufficiently preserve available supplies, the General Manager may impose additional conditions or requirements as part of the Emergency Water Conservation Program described in Board Letter 7-1, which may include a prohibition on all outdoor uses of water or a requirement for affected Member Agencies to conform to specified volumetric limits.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Directors of The Metropolitan Water District of Southern California at its meeting held on Apr. 26, 2022.

Secretary of the Board of Directors
of The Metropolitan Water District
of Southern California

RESOLUTION NO. 2042

RESOLUTION OF THE BOARD OF DIRECTORS
OF CALLEGUAS MUNICIPAL WATER DISTRICT
DECLARING A WATER SHORTAGE EMERGENCY CONDITION AND
ADOPTING AN EMERGENCY WATER CONSERVATION PROGRAM

WHEREAS, Calleguas Municipal Water District ("Calleguas" or "District") is a municipal water district created under the Municipal Water District Law of 1911, Water Code §§ 71000 et. seq., and is responsible for providing a reliable supply of high-quality, supplemental water to the communities of southeastern Ventura County; and

WHEREAS, Calleguas is a member public agency of the Metropolitan Water District of Southern California ("Metropolitan"), is reliant upon deliveries of water imported by Metropolitan from the California State Water Project ("SWP"), and is therefore considered a SWP dependent agency within the Metropolitan service area; and

WHEREAS, the California Department of Water Resources ("DWR") classified water years 2020 and 2021 as dry and critically dry, respectively, and the three year sequence of water years 2020 - 2022 is projected to be the driest on record in California for statewide precipitation; and

WHEREAS, the adverse effect of drought on SWP resources has been the primary reason for the historic water shortages currently being experienced by Calleguas. SWP allocations in the last three consecutive years have been 20 percent in 2020, 5 percent in 2021, and 5 percent to date for 2022. For the 2021-22 water year, precipitation, northern Sierra snowpack, and resultant runoff are markedly below the levels which are needed to meet water demands for the 2022 calendar year; and

WHEREAS, in June 2021, Calleguas adopted an Urban Water Management Plan ("UWMP") pursuant to California law, which includes a Water Shortage Contingency Plan ("WSCP") that is triggered during water shortage conditions and describes staged actions the District may take to manage demand and allocate available supplies; and

WHEREAS, on August 18, 2021, the Board of Directors of Calleguas adopted Resolution No. 2024 which declared a Stage 2 Water Shortage and called for enhanced water use efficiency efforts; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom proclaimed that a state of emergency exists in all California counties due to severe drought conditions, and called on all local and regional water suppliers to implement WSCPs that are responsive to local conditions; and

WHEREAS, on November 9, 2021, Metropolitan declared that specified drought emergency conditions exist within its service area and called on all member agencies to immediately implement conservation to reduce the use of SWP supplies; and

WHEREAS, on November 17, 2021, the Board of Directors of Calleguas adopted Resolution No. 2033 which called upon those purveyors receiving water from Calleguas to implement appropriate measures to achieve a 15 percent reduction in demands from 2020 levels to extend SWP storage reserves; and

WHEREAS, on March 18, 2022, DWR announced that it had reduced the calendar year 2022 SWP allocation to 5 percent, and current projections indicate that the final allocation will remain 5 percent; and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 calling on each urban water supplier that has developed a WSCP to implement, at a minimum, response actions for a Water Shortage level of 20 percent (Level 2) and encouraged the activation of more stringent local requirements based on a Water Shortage level of up to 30 percent (Level 3); and

WHEREAS, on April 6, 2022, the Board of Directors of Calleguas adopted Resolution No. 2041 declaring a Stage 3 Water Shortage pursuant to its WSCP; calling for the implementation of mandatory conservation measures; and stating the intent of the District to adopt appropriate regulations, restrictions and penalties for the 2022 calendar year, subsequent to Metropolitan's adoption of same; and

WHEREAS, DWR has provided notice to SWP contractors, including Metropolitan, that DWR is prepared to provide access to a limited supply of water pursuant to SWP contract terms to utilize for Human Health and Safety ("HH&S") subject to the following requirements: SWP contractors must impose mandatory water restrictions on water use consistent with emergency circumstances and any SWP water accessed for HH&S purposes must be returned within 5 years or as wetter conditions return; and

WHEREAS, Metropolitan has insufficient supplies to meet normal demands in its SWP dependent areas in calendar year 2022, even with the utilization of HH&S water; and

WHEREAS, on April 26, 2022, Metropolitan adopted a resolution declaring a water shortage emergency condition and implementing an Emergency Water Conservation Program ("EWCP") in the SWP dependent area, pursuant to Water Code §§350 et. seq., Water Code §§375 et. seq., and other applicable authorities, and that resolution is incorporated herein by this reference; and

WHEREAS, pursuant to Water Code §§350 et. seq., the District is authorized to declare a water shortage emergency condition to prevail within the area served by the District whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, pursuant to Water Code §§375 et. seq., the District is authorized to adopt and enforce a water conservation program to reduce the quantity of water used by those persons within its service area for the purpose of conserving the water supplies of the public entity by ordinance or resolution adopted by a majority of the members of the governing body after holding a public hearing upon notice and making appropriate findings of necessity for the adoption of a water conservation program; and

WHEREAS, pursuant to Water Code §§71640 et. seq., the District may restrict the use of District water during any emergency caused by drought or other threatened or existing water shortage; prohibit the wastage of District water or the use of District water during such periods for any purpose other than household uses or such other restricted uses as the District determines to be necessary; and prohibit use of District water during such periods for specific uses which it finds to be nonessential; and

WHEREAS, Calleguas Ordinance No. 12 codifies rules and regulations for water service, including service during times of a Water Shortage Emergency; and

WHEREAS, Calleguas Ordinance No. 12 authorizes that, in the event reduced water supplies cause Metropolitan to impose water allocations among its member agencies and surcharges for deliveries exceeding those allocations, the Board of Directors may similarly allocate available supplies among District member purveyors and levy any surcharges as deemed appropriate, including those imposed on the District by Metropolitan; and

WHEREAS, the District held a public hearing on April 27, 2022, on the matter of whether the Calleguas Board of Directors should declare that a water shortage emergency condition exists within its service area and adopt an EWCP, the analysis presented at the hearing supports the findings in this resolution, and that analysis is incorporated into this resolution as though set forth in full; and

WHEREAS, notice of said hearing was published in accordance with Government Code §6061 on April 20, 2022, in the Ventura County Star, a newspaper of general circulation printed and published within the County; and

WHEREAS, at said hearing, all persons were given an opportunity to be heard by the Calleguas Board of Directors in accordance with Water Code §351 and Water Code §375; and

WHEREAS, the Calleguas Board of Directors heard and considered public testimony, staff's presentation, information, and other evidence presented at said hearing;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF CALLEGUAS MUNICIPAL WATER DISTRICT AS FOLLOWS:

1. A Water Shortage Emergency Condition exists in the Calleguas service area as set forth in Water Code §§350 et. seq. and Water Code §§71640 et. seq.

2. The actions set forth in this Resolution are in accordance with the powers of the District under the Water Code, District Ordinance No. 12, the District's UWMP and WSCP, the Governor's Executive Orders related to the drought, and recent directives from DWR concerning the use of SWP supplies, and are taken in effort to reduce the quantity of water used within the District service area for the purpose of conserving water supplies because ordinary demands and requirements of water consumers cannot be satisfied without depleting water supplies to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

3. Calleguas hereby adopts an EWCP to reduce non-essential uses of water and preserve available water supplies for the greatest public benefit in the District's service area, which will be implemented in phases. It is the intent of the Board of Directors that the District's EWCP, and its framework, be based upon, consistent with, and pass through the EWCP adopted by Metropolitan on April 26, 2022 and any revisions thereto, including, but not limited to, Metropolitan provisions relating to water use restrictions, enforcement, and penalties for non-compliance.

4. The EWCP includes two paths for purveyors to reduce the use of Metropolitan's SWP supplies and achieve compliance with the EWCP:

    a. The first path allows a purveyor to restrict outdoor irrigation to one day per week (or its equivalent) beginning June 1, 2022. The Calleguas General Manager is authorized to modify this restriction to ban all non-essential outdoor irrigation or enforce volumetric limits should conditions warrant as the year develops. Purveyors that document adoption and enforcement mechanisms of these restrictions by May 31, 2022 will be deemed compliant with the EWCP. Non-compliant purveyors will face volumetric penalties of $2,000 per acre-

foot on any water supplied by Metropolitan from the SWP system that exceeds certain monthly allocation limits.

b. The second path allows a purveyor to comply with monthly allocation limits directly. As described in and consistent with the Metropolitan EWCP, the specific limit for each purveyor is based on an allocated share of the HH&S water provided by DWR and certain additional SWP supplies delivered through the SWP system. Purveyors that meet these limits will be deemed compliant with the EWCP. Non-compliant purveyors will face volumetric penalties of $2,000 per acre-foot on any water supplied by Metropolitan from the SWP system that exceeds certain monthly allocation limits.

5. The EWCP is effective immediately upon adoption of this Resolution and penalties for non-compliance shall be assessed beginning June 1, 2022. Penalties under the EWCP will only be applied to Metropolitan supplies delivered from the SWP system. Volumetric penalties would accrue and be billed monthly. A purveyor can avoid penalties for non-compliance if it takes, and can demonstrate, sufficient action to eliminate its use of Metropolitan supplies at its designated connections to Calleguas.

6. The General Manager is authorized to implement, amend, and augment the terms of the EWCP to make it conform to and/or reconcile with the EWCP adopted by Metropolitan and any revisions and/or modifications of the Metropolitan EWCP. This includes, but is not limited to, establishing equivalent methods for compliance and/or implementing any exceptions and/or exemptions to the EWCP.

7. The General Manager will report regularly to the Board on the effectiveness of the EWCP and inform the Board and purveyors of any need to implement modified and/or more stringent conservation requirements.

8. Calleguas hereby expresses support for the Governor's Executive Order N-7-22 and calls on all purveyors classified as urban water suppliers to reduce water use by 20-30 percent depending on local conditions.

9. Calleguas hereby calls on all of its purveyors to make all possible changes in their operations to reduce their use of Metropolitan's SWP supplies and to immediately mandate and implement such conservation requirements, water use efficiency measures, and drought-related limitations consistent with their WSCP's and substantively conforming to the EWCP.

ADOPTED, SIGNED AND APPROVED this twenty-seventh day of April, 2022.

Steve Blois

Steve Blois, President
Board of Directors

I HEREBY CERTIFY that the foregoing Resolution was adopted at the regularly scheduled meeting of the Board of Directors of Calleguas Municipal Water District held on April 27, 2022.

ATTEST:

Raul Avila, Secretary
Board of Directors (SEAL)

Res. No. 2042

RESOLUTION NO. 15,569

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RESCINDING RESOLUTION 14,741 AND ADOPTING NEW MANDATORY WATER CONSERVATION MEASURES

WHEREAS, severe drought conditions are constraining available water supplies throughout California; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions; and

WHEREAS, at that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans ("WSCPs") "at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year;" and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 which directs a number of actions in response to the historic drought conditions the State, and by extension the City, is currently facing; and

WHEREAS, among these actions are steps to increase water conservation, emergency regulations requiring all water providers to implement a minimum Stage 2 of their WSCPs, and groundwater recharge programs; and

WHEREAS, approximately 40% of the City's water supply is imported from northern California via the State Water Project ("SWP"); and

WHEREAS, this supply is distributed to the City via Calleguas Municipal Water District ("CMWD"), which receives SWP water from the Metropolitan Water District of Southern California ("MWD"); and

WHEREAS, the California Department of Water Resources ("DWR") had initially set the 2022 SWP allocation at 15%, however after a historically dry start to the year with no significant storms in the forecast a cutback was required; and

WHEREAS, on March 18, 2022 DWR announced that SWP allocations would be slashed from 15% to 5%; and

WHEREAS, following the 5% SWP allocation update, MWD indicated that SWP dependent regions of its service area, including CMWD, have insufficient supplies to meet current water demands; and

WHEREAS, in response, CMWD declared a Stage 3 Water Shortage on April 6, 2022 and called on all water users within its service area to immediately reduce water use by up to 30%; and

WHEREAS, on April 12, 2022, MWD presented an informational item to their Water Planning and Stewardship Committee with a proposed Water Shortage Emergency Condition and Emergency Water Conservation Program (the "Program") to preserve supplies in the SWP Dependent Area; and

WHEREAS, the first phase of the Program includes: limiting landscape watering to one day per week in the SWP Dependent Area; requiring those member agencies whose service areas encompass all or a portion of the SWP Dependent Area to adopt and implement effective enforcement mechanisms to ensure compliance with this limit; and imposing volumetric penalties of up to $2,000 per acre-foot (AF) for non-compliance; and

WHEREAS, on April 26, 2022, MWD adopted a resolution and updated their original Emergency Water Conservation Plan, and declaring that a water shortage emergency condition exists in the SWP Dependent Area; and

WHEREAS, on April 27, 2022, CWMD adopted a resolution declaring a water shortage emergency conditions exists in the CMWD Service Area; and

WHEREAS, on May 17, 2022, the City Council proclaimed the existence of a local emergency due to water shortage emergency conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. Resolution 14,741 is hereby rescinded.

Section 3. Stage 2 water shortage conditions exist within the city.

Section 4. a. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. or 6 p.m. and 9 a.m. during daylight savings time, no more than once per week.

b. The following watering schedule is established:

i. Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays ONLY

ii. Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays ONLY

iii. No watering between 9 a.m. and 4 p.m. (non-daylight savings time)

iv. No watering between 9 a.m. and 6 p.m. (daylight savings time).

c. Exceptions to allow for irrigation outside of the designated periods shall include (1) the hand watering of trees or other perennials with use of a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle and (2) the use of drip irrigation or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems.

d. Irrigation of park and school ground areas with potable water are only permitted during the once weekly designated irrigation periods noted in this Section.

e. Sport activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.

f. All vegetation within Wildland-Urban Interface and Defensible Space will be maintained as required under Public Resources Code 4291.

g. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

h. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.

i. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.

j. The City must provide prompt notice to customers when information indicates a leak may exist within the end-user's control.

k. Irrigation of ornamental turf on medians with potable water is prohibited.

Section 5. Pursuant to Oxnard City Code ("OCC") section 22-151(C), the mandatory water conservation requirements established in Section 4 of this Resolution ("water conservation requirements") shall remain in effect unless otherwise amended or rescinded by further action of the City Council. Notwithstanding the requirements of OCC section 22-151(C), the Director of Emergency Services is authorized to modify the water conservation requirements, pursuant to OCC section 6-3(C)(1) during a proclaimed local emergency.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 17th day of May, 2022, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello and Teran

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Zaragoza

John C. Zaragoza, Mayor

ATTEST:

R. Chaparro 5/17/22

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

State of California
Office of Administrative Law

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 996
Amend sections:
Repeal sections:

NOTICE OF APPROVAL OF EMERGENCY REGULATORY ACTION

Government Code Sections 11346.1 and 11349.6

OAL Matter Number: 2022-0606-03

OAL Matter Type: Emergency (E)

This emergency action by the State Water Resources Control Board adopts a new regulation which requires urban water suppliers to submit preliminary supply and demand assessments to the Department of Water Resources and to implement Level 2 demand reduction actions (actions intended to result in a 10 to 20 percent savings). The regulation bans the irrigation of non-functional turf with potable water in commercial, industrial, and institutional sectors and establishes that such irrigation is an infraction punishable by a fine of up to five hundred dollars for each day in which the violation occurs pursuant to Water Code section 1058.5(d).

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code. Pursuant to Water Code section 1058.5(b), the Finding of Emergency in this matter was exempt from Office of Administrative Law Review.

This emergency regulatory action is effective on 6/10/2022 and, pursuant to Water Code section 1058.5(c), will expire on 6/10/2023. The Certificate of Compliance for this action is due no later than 6/9/2023.

Date: June 10, 2022

Dale Mentink
Assistant Chief Counsel

For: Kenneth J. Pogue
Director

Original: Eileen Sobeck, Executive Director
Copy: Garrett Lenahan

STATE OF CALIFORNIA--OFFICE OF ADMINISTRATIVE LAW

NOTICE PUBLICATION/REGULATIONS SUBMISSION

EMERGENCY

STD. 400 (REV. 10/2019)

For use by Secretary of State only

OAL FILE NUMBERS	NOTICE FILE NUMBER	REGULATORY ACTION NUMBER	EMERGENCY NUMBER
	Z-	2022-0606-03E	

For use by Office of Administrative Law (OAL) only

OFFICE OF ADMIN. LAW
2022 JUN 6 PM3:19

NOTICE

REGULATIONS

ENDORSED - FILED
in the office of the Secretary of State
of the State of California
JUN 10 2022

2:06 PM

AGENCY WITH RULEMAKING AUTHORITY
State Water Resources Control Board

AGENCY FILE NUMBER (If any)

A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)

1. SUBJECT OF NOTICE

TITLE(S)

FIRST SECTION AFFECTED

2. REQUESTED PUBLICATION DATE

3. NOTICE TYPE
☐ Notice re Proposed Regulatory Action ☐ Other

4. AGENCY CONTACT PERSON

TELEPHONE NUMBER

FAX NUMBER (Optional)

OAL USE ONLY — ACTION ON PROPOSED NOTICE
☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/ Withdrawn

NOTICE REGISTER NUMBER

PUBLICATION DATE

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S)
Water Demand Reduction Emergency Regulation

1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)

2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) **(Including title 26, if toxics related)**

SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)

ADOPT
996

AMEND

TITLE(S)
23

REPEAL

3. TYPE OF FILING

☐ Regular Rulemaking (Gov. Code §11346)

☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)

☒ Emergency (Gov. Code, §11346.1(b))

☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute.

☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)

☐ Emergency Readopt (Gov. Code, §11346.1(h))

☐ File & Print

☒ Other (Specify) Water Code Section 1058.5

☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)

☐ Print Only

4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)

5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100)
☐ Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a)) ☒ Effective on filing with Secretary of State ☐ §100 Changes Without Regulatory Effect ☐ Effective other (Specify)

6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY
☐ Department of Finance (Form STD. 399) (SAM §6660) ☐ Fair Political Practices Commission ☐ State Fire Marshal
☐ Other (Specify)

7. CONTACT PERSON
Garrett Lenahan

TELEPHONE NUMBER
(916) 341-5179

FAX NUMBER (Optional)

E-MAIL ADDRESS (Optional)

8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE
Eric Oppenheimer
Digitally signed by Eric Oppenheimer
Date: 2022.06.06 14:24:44 -07'00'

DATE
6/6/2022

TYPED NAME AND TITLE OF SIGNATORY
Eric Oppenheimer, Chief Deputy Director, State Water Resources Control Board

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

ADOPTED EMERGENCY REGULATION TEXT

Title 23. Waters
Division 3. State Water Resources Control Board and Regional Water Quality Control Boards
Chapter 3.5. Urban Water Use Efficiency and Conservation
Article 2. Prevention of Drought Wasteful Water Uses

§ 996. Urban Drought Response Actions

(a) As used in this section:

(1) "Commercial, industrial and institutional" refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners' associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities' members or separate interests.

(2) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(3) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(4) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(5) "Non-functional turf" means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) "Plant factor" has the same meaning as in section 491.

(7) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(8) "Turf" has the same meaning as in section 491.

(9) "Urban water supplier" has the same meaning as Water Code section 10617.

(10) "Water shortage contingency plan" means the plan required by Water Code section 10632.

(b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1

of the Water Code no later than June 1, 2022 or the effective date of this section, whichever comes later, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.

(c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2).

(2) Notwithstanding subdivision (c)(1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.

(3) Notwithstanding subdivision (c)(1), an urban water supplier may implement the actions identified in subdivision (d) in lieu of implementing the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code section 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), provided the supplier meets all of the following:

(i) The supplier's annual water supply and demand assessment submitted to the Department of Water Resources demonstrates an ability to maintain reliable supply until September 30, 2023.

(ii) The supplier does not rely on, for any part of its supply, the Colorado River, State Water Project, or Central Valley Project, and no more than ten (10) percent of its supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources.

(iii) The supplier's average number of gallons of water used per person per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.

(d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), implement at a minimum the following actions:

(1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.

(2) Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.

(3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.

(e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.

(2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

(3) Notwithstanding subdivision (e)(1), an urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.

(f) The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars ($500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(g) A decision or order issued under this section by the Board, or an officer or employee of the Board, is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1058.5, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976

Ordinance Amending Chapter 22, Article VIII of the Oxnard City Code Regarding Water Waste

City Council
November 1, 2022

Stephen Fischer
City Attorney

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council introduce for first reading by title only and adopt an Ordinance pursuant to Government Code section 36937, amending certain sections of Article VIII of Chapter 22 of the Oxnard City Code and implementing water conservation measures that is entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 22, ARTICLE VIII OF THE OXNARD CITY CODE TO COMPLY WITH AND ENFORCE EMERGENCY DROUGHT-RELATED WATER USE RESTRICTIONS".

BACKGROUND

- March 18, 2022: Department of Water Resource (DWR) announced that State Water Project (SWP) allocations would be 5%, down from 15% the previous year

- March 28, 2022: Governor Newsom issued Executive Order N-7-22 in response to the historic drought conditions

- April 26, 2022: Metropolitan Water District of Southern California (MWD) adopted a framework for an Emergency Water Conservation Program (EWCP)

- May 17, 2022: City Council proclaimed in Resolution No. 15,569 the existence of a local emergency due to water shortage conditions and adopted new mandatory water conservation measures

BACKGROUND

- June 23, 2022: City issued Director Order 20-03 establishing a 10 minute per day per station irrigation limit with the exception of the hand watering of food plants outside of the designated watering period with use of a container or hose with a shut off nozzle in line with MWD's EWCP

- Efficient enforcement of water conservation measures require amending certain sections in article VIII of Chapter 22 of the Oxnard City Code (OCC)

- The Ordinance provides for new water conservation measures and enforcement procedures, keeping the City in compliance with state and local mandates and helping reduce water use

DISCUSSION

- The Water Waste Ordinance:
  - Amends certain sections in Article VIII of Chapter 22 in the OCC. First, the Ordinance creates a new Section 22-137 entitled "Water Waste Prohibited - Emergency Provisions"
  - Updates the City's Water Waste code by implementing emergency water conservation measures that apply only when the City Council or the Director of Emergency Services declares a drought emergency in the City
  - Updates the enforcement mechanism for water waste violators, by issuing administrative citations for violations of permanent and emergency water conservation measures
  - Allows for the hand watering of trees, food plants or other perennials with a container (e.g. bucket or watering can) or a hose fitted with a shut-off nozzle

DISCUSSION

- The Water Waste Ordinance:
  - Updates the Water Waste Code to be in conformity with Oxnard's Water Shortage Contingency Plan (WSCP)
  - Amends certain sections in Article VIII of Chapter 22 in the OCC. First, the Ordinance creates a new Section 22-137 entitled "Water Waste Prohibited - Emergency Provisions"
  - Shall only be in effect when the City Council or Director of Emergency Services proclaim a drought emergency

FINANCIAL IMPACT

- The financial impact of adopting this ordinance is unknown
- City staff, particularly code compliance officers and water utility staff, will spend additional time investigating water waste violations, issuing water waste citations, and participating in the review hearing process

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.5

DATE: November 1, 2022

TO: City Council

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

SUBJECT: Recommended Speed Limits-2022 Engineering and Traffic Survey Results and Amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code. (15 minutes)

RECOMMENDATION

That the City Council:

1. Receive and comment on the 2022 speed limit survey results on 49 streets (175 roadway segments) in the City of Oxnard; and
2. Approve introduction of the 2022 Speed Limit Ordinance for the first reading by title only waiving further reading of the ordinance amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code.

(Public Works and Transportation Committee approved 2-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/70iF72z-JL8

BACKGROUND

The California Vehicle Code (CVC) Section 627 and as recommended by the California Department of Transportation Manual on Uniform Traffic Control Devices (CA-MUTCD), requires that speed limits be established based on an Engineering and Traffic Survey (E&TS). However, per CVC Section 40802(c) the established speed limits may remain enforceable for a total of seven (7) years if the arresting officer has completed a radar operating course of not less than 24 hours. In addition, CVC Section 40802(c) states that the enforceable speed limits may be extended to 10 years if a registered engineer has reviewed the selected roadway segments and determined that no significant changes to the roadway or traffic conditions have occurred since the prior Engineering and Traffic Survey was approved.

A speed limit ordinance (Ordinance No. 2941) was enacted in May 2018 based on the speed surveys conducted in 2017 and 2018 by the City Consultant and Police staff. If an E&TS is not completed every five to ten years, it inhibits the City's ability to effectively enforce and prosecute speeding violations. Radar enforcement is specifically prohibited on any street segment without a current E&TS.

CVC 627 defines the requirements of an E&TS:

- The accident record for the surveyed street segments for the most recent three years;
- Highway, traffic, and roadway conditions not readily apparent to the driver;
- Prevailing speeds of free-flowing traffic as determined by traffic engineering measurements or samplings; and
- Additional factors to consider: residential and business density and pedestrian and bicycle safety.

According to the 2019 Caltrans California Manual for Setting Speed Limits, speed limits are established at or near the 85th percentile speed. The 85th percentile speed is that speed at or below which 85 percent of the traffic is moving. Speed limits established on the basis of the 85th percentile speed conform to the consensus of drivers of reasonable and prudent speed, rather than the judgment of one or few drivers. Speed limits set at or near the 85th percentile provide law enforcement officers with a limit to cite drivers who do not conform to what the majority considers reasonable and prudent.

When a speed limit is to be posted, it shall be established at the nearest five-mph increment to the 85th percentile speed, rounding as standard mathematical rounding directs. However, under some circumstances, the posted speed limit may be reduced by five-mph from the 85th percentile speed. If a 5-mph reduction is justified, the E&TS shall document in writing the conditions and justification for the lower speed limit and be approved by a registered Civil or Traffic Engineer. The factors justifying such a reduction include the collision history, any unusual road characteristics, residential and business density, and pedestrian and bicycle safety in accordance with CVC 627.

CVC 21400 (b) allows for setting the speed limit at the five-mph increment below the 85th percentile even if mathematical rounding would require the speed to be posted above the 85th percentile. However, if this option is used, then the additional five-mph reduction mentioned above cannot be applied. In effect, this law allows an engineer to round down to the nearest increment of the 85th instead of up but does not allow the engineer to take a further reduction.

State Assembly Bill No. 43 became law on January 1, 2022, and following are some of the key elements of the bill:

- This bill would authorize local authorities to consider the safety of vulnerable pedestrian groups, as specified.
- This bill would establish a prima facie speed limit of 25 miles per hour on state highways located in any business or residence district and would authorize the Department of Transportation (Caltrans) to change the speed limit on any such highway, as prescribed, including erecting signs to give notice thereof.
- This bill would additionally authorize Caltrans and a local authority to declare a speed limit of 20 or 15 miles per hour, as specified, on these highways.
- The bill would, in some circumstances, authorize the reduction of a speed limit beginning June 30, 2024, or when the Judicial Council has developed an online tool for adjudicating traffic infraction violations, whichever is sooner.
- This bill would extend the period that a speed limit justified by a traffic and engineering survey conducted more than 7 years ago remains valid, for purposes of speed enforcement, if evaluated by a registered engineer, as specified, to 14 years.

DISCUSSION

The California Manual for Setting Speed Limits was utilized in this Study. It involves three major data collection and analysis categories: roadway characteristics, collision rate, and spot speed survey.

Streets are typically split into sections that have similar physical attributes. Please note that not all streets are required to have speed surveys done to determine the speed limit. Streets are selected City-wide that have non-statutory speed limits. Typically, all arterials and collector streets are included in the speed survey. New street segments are added for the speed survey due to the change in the roadway segments and/or recommendations from the Police staff.

Also, State Assembly Bill No. 43 legislation was considered along with the recently completed traffic speed surveys and analysis of collision data and field conditions to set the speed limits that staff recommend for 175 road segments on 49 streets located citywide in Oxnard.

<u>Roadway Characteristics</u>
As a part of this Study, the following were recorded: roadway characteristics, location of speed limit signs, conditions not readily apparent to the driver, type of area adjoining the street (school zone, parks, residential, commercial, etc.), and type of roadway (divided, undivided, number of lanes, bicycle lanes, sidewalks, etc.). The roadway characteristics recorded were used to determine the recommended speed limits in accordance with CVC Section 627. The surveyed roadway characteristics are indicated for each road segment in the attached E&TS Summary (Exhibit A).

Collision Rate Analysis
The collision rate for the roadway sections was analyzed based on the most recent collision records from the Statewide Integrated Traffic Records System (SWITRS) as required by CVC Section 627. Based on a review of the collision records from January 2017 to December 2019, mid-block collision rates were calculated for each street segment.

The results of the collision rate calculations, including the Average Expected Accident Rates for each type of roadway facility, are shown in the attached E&TS Summary (Exhibit A). The table below lists the Average Expected Accident Rates based on the latest average rate for each type of roadway in the City of Oxnard, derived from the 2019 Crash Data on California State Highways published by Caltrans.

Table 1.

Roadway Type	Average Expected Accident Rate
5-6 lanes divided (<45mph)	1.06
5-6 lanes divided (>=45mph)	1.00
5-6 lanes undivided (<45mph)	1.37
5-6 lanes undivided (>=45mph)	3.02
4 lanes divided (<45mph)	0.91
4 lanes divided (>=45mph)	0.90
4 lanes undivided (<45mph)	0.94
4 lanes undivided (>=45mph)	0.67
3 lanes	1.17
2 lanes (<45mph)	1.20
2 lanes (>=45mph)	0.82

The mid-block collision rate in terms of "collision per 1,000,000 vehicle miles of travel" for each street surveyed was calculated and the collision rates for each segment are shown in the attached E&TS Summary (Exhibit A).

Speed Survey
The E&TS and Spot Speed Survey (Engineering and Speed Survey) were conducted by the City's on-call traffic engineering firm, LSY Enterprise, Inc., and under the supervision of a registered Traffic Engineer in the State of California. Spot speed surveys were conducted at each roadway segment to establish a reasonable and prudent speed limit based on the premise that the established speed limit conforms to most motorists' actual behavior.

The summary of the Engineering and Traffic Survey data and analysis for each of the surveyed 175 roadway segments is provided in Exhibit A.

PROPOSED CHANGES TO SPEED LIMITS

The "existing speed vs. proposed speed limits" table provided in Exhibit A identifies the streets surveyed for this update and provides a comparison to current speed limits. Based on the E&TS study for the 175 roadway segments, staff recommend:

- Decrease speed limit for 10 roadway segments,
- Establish new speed limits for 3 roadway segments, and

- Current speed limits be re-established for the remaining 162 roadway segments.

Table 2.

Decrease Speed Limit

Street	From	To	Posted Speed Limit (mph)	Recommended Speed Limit (mph)
Del Norte Blvd	Fifth St	Camino Del Sol	50	**45**
Gonzales Rd	Ventura Rd	H St	45	**40**
Gonzales Rd	H St	Oxnard Blvd	45	**40**
Hemlock St	Victoria Ave	Patterson Rd	40	**35**
Lombard St	Gonzales Rd	150 feet n/o of Posada Dr	35	**30**
Oxnard Blvd	Town Center Dr	Wagon Wheel Rd	50	**45**
Oxnard Blvd	Wagon Wheel Rd	Vineyard Ave	50	**45**
Oxnard Blvd	Rose Ave	Channel Islands Overcrossing	55	**50**
Oxnard Blvd	Channel Islands Overcrossing	Pleasant Valley Rd	60	**55**
Ventura Blvd	Vineyard Ave	Balboa St	40	**35**

Table 3.

Establish New Speed Limit

Street	From	To	Posted Speed Limit (mph)	Recommended Speed Limit (mph)
Etting Rd	Pleasant Valley Rd	East City Limit	N/A	**30**
Fifth St	Rice Ave	Del Norte Blvd	N/A	**55**
Maulhardt Rd	Dodge Rd	Pleasant Valley Rd	N/A	**25**

Provided there is an operative motion by Council on this Ordinance at the November 1, 2022 council meeting, this item will be brought to Council at the December 6, 2022 meeting for consideration by the Council for adoption of the Ordinance.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The estimated cost for changing and/or adding speed limit signs for the 13 roadway segments is $5,000, which includes the cost of new signs and staff time. Funds are available in the approved FY 2022-23 Adopted General Fund Budget of the Streets Division to sufficiently cover the estimated costs of the signs.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on October 11, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Proposed 2022 Speed Limit Ordinance
2. Speed Limit Ordinance - 2941 (May 22, 2018)
3. Exhibit A 2022 Engineering and Traffic Survey
4. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. ___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SPEED LIMITS

WHEREAS, speed limits on streets that do not have statutory speed limits are required to be surveyed every 5 years by California Vehicle Code Sections 627 and 40802, with the ability to extend to 7 years and 10 years provided conditions have not changed significantly; and

WHEREAS, residential streets, commercial (downtown) districts, alleys and freeways have statutory speed limits; and

WHEREAS, the 85th-percentile speed, which is the speed at which 85% of vehicles during a survey travel, is what the City uses to establish speed limits on streets that do not have *prima facie* speed limits set by the Vehicle Code; and

WHEREAS, City Consultant conducted Engineering and Traffic Surveys in June and July of 2022 to determine the 85th-percentile speed; and

WHEREAS, several elements of State Assembly Bill 43 was used in determining the proposed changes to speed limits; and

WHEREAS, based on those speed surveys, City staff prepared recommendations for changes to existing speed limits; and

WHEREAS, the Oxnard City Council now wishes to amend the speed limits in the City of Oxnard listed in Oxnard City Code Section 8-2.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1: The chart in City Code Section 8-2 is hereby amended to read as follows

Street	**From**	**To**	**Speed Limit (mph)**
A Street	First Street	Robert Avenue	25
Auto Center Drive	Rose Avenue	Paseo Mercado	40
	Paseo Mercado	Santa Clara	40
Bard Road	J Street	Saviers Road	30
	Saviers Road	San Juan Avenue	35
	San Juan Avenue	Rose Avenue	35

	Rose Avenue	Pleasant Valley Road	35
C Street	Pleasant Valley Road	Bard Road	25
	Bard Road	Channel Islands Boulevard	25
	Channel Islands Boulevard	Elm Street	30
	Elm Street	Wooley Road	30
	Wooley Road	Second Street	30
	Second Street	Doris Avenue	30
	Doris Avenue	Glenwood Drive	30
	Glenwood Drive	Gonzales Road	30
	Gonzales Road	Citrus Grove Lane	30
Citrus Grove Lane	C Street	Oxnard Boulevard	30
Camino Del Sol	Entrada Drive	Rose Avenue	45
	Rose Avenue	Lombard Street	45
	Lombard Street	Rice Avenue	45
	Rice Avenue	Kinetic Drive	45
	Kinetic Drive	Del Norte Boulevard	45
Channel Islands Boulevard	Harbor Boulevard	Victoria Avenue	45
	Ventura Road	J Street	35
	J Street	Saviers Road	35
	Saviers Road	Paula Street	35
	Paula Street	Oxnard Boulevard	40
	Oxnard Boulevard	Rice Avenue	40
Del Norte Boulevard	Fifth Street	Camino Del Sol	***45***
	Camino Del Sol	Lunar Court	50
	Lunar Court	Highway 101	50
Doris Avenue	Patterson Road	Ventura Road	45
	Ventura Road	F Street	25
E Street	Wooley Road	Fifth Street	25
Eastman Avenue	Lombard Street	Rice Avenue	40
	Rose Avenue	Lombard Street	40
Emerson Avenue	Pacific Avenue	Rose Avenue	40
	Rose Avenue	El Dorado Avenue	40
Etting Road	Pleasant Valley Road	East City Limits	**30**
Fifth Street	Victoria Avenue	Ventura Road	45
	Ventura Road	C Street	35
	Oxnard Boulevard	Rail Road Tracks	35
	Rail Road Tracks	Richmond Avenue	35

	Richmond Avenue	Rose Avenue	35
	Rose Avenue	Rice Avenue	55
	Rice Avenue	Del Norte Boulevard	**55**
Gary Drive	Albany Drive	Rose Avenue	30
Gonzales Road	Victoria Avenue	Merion Way	45
	Merion Way	Patterson Road	45
	Patterson Road	Ventura Road	45
	Ventura Road	H Street	***40***
	H Street	Oxnard Boulevard	***40***
	Oxnard Boulevard	Snow Avenue	45
	Snow Avenue	Rose Avenue	45
	Rose Avenue	Lombard Street	45
	Lombard Street	Rice Avenue	45
Graves Avenue	Celsius Avenue	Latigo Avenue	40
	Latigo Avenue	Wankel Way	40
H Street	Violet Way	Vineyard Avenue	40
	Vineyard Avenue	Gonzales Road	40
	Gonzales Road	Doris Avenue	30
	Doris Avenue	Second Street	30
	Second Street	Fifth Street	30
Harbor Boulevard	Bluefin Circle	La Brea Street	40
	La Brea Street	Channel Islands Boulevard	40
	Channel Islands Boulevard	Eastbourne Bay	50
	Eastbourne Bay	Wooley Road	50
	Wooley Road	Fifth Street	50
Harbor Boulevard Frontage	Beach Way	Wooley Road	15
	Wooley Road	Channel Way	15
Hemlock Street	Victoria Avenue	Patterson Road	***35***
	Patterson Road	Ventura Road	35
Hobson Way	Ninth Street	Fifth Street	30
Hueneme Road	J Street	Saviers Road	45
	Saviers Road	Edison Drive	45
J Street	Hueneme Road	Pleasant Valley Road	30
	Pleasant Valley Road	Bard Road	30
	Bard Road	Teakwood Street	30
	Teakwood Street	Channel Islands Boulevard	30

	Channel Islands Boulevard	Hill Street	30
	Hill Street	Ninth Street	30
Lockwood Street	Rose Avenue	Eastern Terminal	35
Lombard Street	Gonzales Road	150' n/o Posada Drive	***30***
	Eastman Avenue	Camino Del Sol	40
Mandalay Beach Road	Beach Way	Wooley Road	25
	Wooley Road	Fifth Street	25
Maulhardt Road	Dodge Road	Pleasant Valley Road	***25***
Ninth Street	Ventura Road	Hobson Way	40
Olds Road	Sanford Street	Etting Road	25
Oxnard Boulevard	Forest Park Blvd	Town Center Drive	35
	Town Center Drive	Wagon Wheel Road	***45***
	Wagon Wheel Road	Vineyard Avenue	***45***
	Vineyard Avenue	Gonzales Road	45
	Gonzales Road	Robert Avenue	45
	Robert Avenue	Second Street	35
	Second Street	Seventh Street	30
	Seventh Street	Wooley Road	30
	Wooley Road	Rail Road Tracks	40
	Rail Road Tracks	Rose Avenue	45
	Rose Avenue	Channel Islands Overpass	***50***
	Channel Islands Overpass	Pleasant Valley Road	***55***
Pacific Avenue	Statham Boulevard	Wooley Road	35
	Wooley Road	Fifth Street	35
Patterson Road	Doris Avenue	Gonzales Road	40
	Gonzales Road	Vineyard Avenue	40
	Hemlock Street	Wooley Road	45
	Wooley Road	Fifth Street	45
Peninsula Road	South Terminal	Channel Islands Road	25
Perkins Road	Hueneme Road	Pleasant Valley Road	25
Pleasant Valley Road	J Street	Saviers Road	35
	Saviers Road	Squires Drive	35
	Squires Drive	Rose Avenue	45
	Rose Avenue	Bard Road	45
	Bard Road	SR-1	45
Rice Avenue	Fifth Street	Camino Del Sol	50

	Camino Del Sol	Latigo Avenue	50
	Latigo Avenue	Gonzales Road	50
	Gonzales Road	101 South Bound	50
	101 South Bound	City Limits	40
Rose Avenue	Sanford Street	Bard Road	45
	Bard Road	Channel Islands Boulevard	45
	Channel Islands Boulevard	Emerson Avenue	45
	Emerson Avenue	Wooley Road	45
	Wooley Road	Fifth Street	45
	Fifth Street	Camino Del Sol	40
	Camino Del Sol	Gonzales Road	45
	Gonzales Road	Highway 101	40
	Highway 101	Collins Street	40
Saviers Road	Hueneme Road	Pleasant Valley Road	40
	Pleasant Valley Road	Bard Road	40
	Bard Road	Channel Islands Boulevard	40
	Channel Islands Boulevard	Elm Street	40
	Elm Street	Wooley Road	40
Second Street	Ventura Road	H Street	35
Statham Boulevard	Channel Islands Boulevard	Oxnard Boulevard	40
Sturgis Road	Lombard Street	Elevar Street	40
	Elevar Street	Del Norte Boulevard	40
Teal Club Road	Victoria Avenue	Patterson Road	35
	Patterson Road	Ventura Road	35
Third Street	A Street	Juanita Avenue	35
	Juanita Avenue	Rose Avenue	40
Ventura Boulevard	Auto Center Drive	Santa Clara Avenue	35
	Vineyard Avenue	Balboa Street	***35***
	Balboa Street	Rose Avenue	40
Ventura Road	Channel Islands Boulevard	Hemlock Street	45
	Hemlock Street	Wooley Road	45
	Wooley Road	Fifth Street	45
	Fifth Street	Second Street	45
	Second Street	Doris Avenue	45

	Doris Avenue	Gonzales Road	45
	Gonzales Road	Vineyard Avenue	45
	Vineyard Avenue	RR Crossing	50
	RR Crossing	Town Center Drive	40
Victoria Avenue	Santa Clara River Bridge	Gonzales Road	55
	Gonzales Road	Doris Avenue	55
	Doris Avenue	Teal Club Road	55
	Teal Club Road	Fifth Street	55
	Fifth Street	Wooley Road	50
	Wooley Road	Hemlock Street	50
	Hemlock Street	Curlew Way	50
	Curlew Way	Lake Shore Drive	50
Vineyard Avenue	City Limits	Forest Park Boulevard	45
	Forest Park Boulevard	Highway 101	35
	Highway 101	Oxnard Boulevard	35
	Oxnard Boulevard	H Street	45
	H Street	Ventura Road	40
	Ventura Road	Patterson Road	40
Wooley Road	Harbor Boulevard	Tradewinds Drive	45
	Tradewinds Drive	Victoria Avenue	45
	Victoria Avenue	Patterson Road	45
	Patterson Road	Ventura Road	45
	Ventura Road	H Street	40
	E Street	Oxnard Boulevard	40
	Oxnard Boulevard	Richmond Avenue	40
	Richmond Avenue	Rose Avenue	40

Part 2: If for any reason this ordinance is held invalid or unenforceable, the City Council intends that the ordinance provisions which would have been repealed by this ordinance remain in effect as if this ordinance had not been adopted.

Part 3: If for any reason any part of this ordinance is held invalid or unenforceable, the Council intends that the remaining parts of this ordinance remain in effect.

Part 4: This ordinance shall be codified.

Part 5: Pursuant to Government Code section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this

ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 6: The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within 15 calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code section 36933. Ordinance No. _____ was first read on _____, 2022, finally adopted on _____, 2022, and will become effective 30 days after final adoption.

APPROVED and ADOPTED this ____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2941

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SPEED LIMITS

WHEREAS, speed limits on streets that do not have statutory speed limits are required to be surveyed every 5 years by California Vehicle Code Sections 627 and 40802, with the ability to extend to 7 years and 10 years provided conditions have not changed significantly; and

WHEREAS, residential streets, commercial (downtown) districts, alleys and freeways have statutory speed limits; and

WHEREAS, the 85th-percentile speed, which is the speed at which 85% of vehicles during a survey travel, is what the City uses to establish speed limits on streets that do not have *prima facie* speed limits set by the Vehicle Code; and

WHEREAS, Oxnard Police Department motor officers conducted speed surveys in December 2017 and in January and February 2018 to determine the 85th-percentile speed; and

WHEREAS, based on those speed surveys, City staff reduced the data and prepared recommendations for changes to existing speed limits; and

WHEREAS, the Oxnard City Council now wishes to amend the speed limits in the City of Oxnard listed in Oxnard City Code Section 8-2.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1: The chart in City Code Section 8-2 is hereby amended to read as follows (with proposed language to remove crossed off and the proposed replacement or new language in bold and underline):

Street	***Location***	***Speed Limit***
Auto Center Drive	From Rose Avenue to Santa Clara Avenue	40
Bard Road	From J Street to Saviers Road	30
	From Saviers Road to Pleasant Valley Road	35
C Street	From Channel Islands Boulevard to Citrus Grove Lane	30
Camino Del Sol	From Oxnard Boulevard to Del Norte Boulevard	45

Channel Islands Boulevard	From Harbor Boulevard to Victoria Avenue	45
	From Ventura Road to Paula Street	35
	From Paula Street to easterly city limits	40
Citrus Grove Lane	From C Street to Oxnard Boulevard	30
Del Norte Boulevard	From Fifth Street to Route 101	50
Doris Avenue	From Patterson Road to Ventura Road	45
Eastman Avenue	From Rose Avenue to Rice Avenue	40
Emerson Avenue	From Pacific Avenue to easterly city limits	40
Etting Road	From Pleasant Valley Road to easterly city limits	40
Fifth Street	From Victoria Avenue to ¼ mile west of Ventura Road	45
	From ~~Victoria Avenue~~ **Del Norte Blvd.** to ~~1/4 mile west of Ventura Road~~ **Rose Avenue**	~~45~~ **55**
	From ~~1/4 mile west of Ventura Road~~ **Rose Avenue** to ~~C Street~~ **Oxnard Blvd.**	35
Gary Drive	From Albany Drive to Rose Avenue	30
Gonzales Road	From westerly city limits to Rice Avenue	45
Graves Avenue	From Celsius Avenue and Wankel Way	40
H Street	From Gonzales Road to Vineyard Avenue	40
	From Fifth Street to Gonzales Road	30
	From Gonzales Road to Violet Way	40
Harbor Boulevard	From Bluefin Circle to Channel Islands Boulevard	40
	From Channel Islands Boulevard to Fifth Street	50
Harbor Boulevard Frontage Road	From Beach Way to Channel Way	15
Hemlock Street	From Victoria Avenue to Patterson Avenue	40
	From Patterson Avenue to Ventura Road	35
Hobson Way	From Ninth Street to Fifth Street	30
Hueneme Road	From J Street to Edison Drive	45
J Street	From Hueneme Road to Ninth Street	30
Lombard Street	**From Camino Del Sol to Eastman Avenue**	**40**
	From Eastman Avenue to Gonzales Road	35

Maulhardt Road	From Dodge Road to Pleasant Valley Road	35
Ninth Street	From Ventura Road to Hobson Way	35
Oxnard Boulevard	**From Channel Islands Boulevard to Pleasant Valley Road**	**60**
	From Rose Avenue to Channel Islands Boulevard	**55**
	From the railroad tracks to Rose Avenue	**45**
	From Wooley Road to the railroad tracks	**40**
	From Second Street to Wooley Road	**30**
	From Robert Avenue to Second Street	**35**
	From Vineyard Avenue to Robert Avenue	**45**
	From Town Center Drive to Vineyard Avenue	**50**
	From Forest Park Boulevard to Town Center Drive	**35**
Pacific Avenue	From Statham Boulevard to Fifth Street	35
Patterson Road	From Hemlock Street to Fifth Street	45
	From Doris Avenue to Vineyard Avenue	40
Pleasant Valley Road	From J Street to Squires Drive	35
	From Squires Drive to Route 1	45
Rice Avenue	From Fifth Street to ~~Gonzales Road~~ **Route 101 southbound ramp**	50
	From ~~Gonzales Road~~ **Route 101 southbound ramp** to ~~Auto Center Drive~~ **the northerly City limits**	~~35~~ **40**
Rose Avenue	From Sanford Street to Fifth Street	45
	From Fifth Street to Camino Del Sol	40
	From Camino Del Sol to Gonzales Road	45
	From Gonzales Road to Collins Street	40
Saviers Road	From Hueneme Road to Wooley Road	40
Second Street/Teal Club Road	From westerly city limits to H Street	35
Statham Boulevard	From Channel Islands Boulevard to Route 1	~~35~~ **40**
Sturgis Road	From Lombard Street to easterly city limits	40
Third Street	From A Street to Juanita Avenue	35

	From Juanita Avenue to Rose Avenue	40
Ventura Boulevard	From Auto Center Drive to Santa Clara Avenue	35
Ventura Road	From Channel Islands Boulevard to Vineyard Avenue	45
	From Vineyard Avenue to Union Pacific Railroad Crossing	50
	From Union Pacific Railroad Crossing to Town Center Drive	40
Victoria Avenue	From Lakeshore Drive to Fifth Street	50
	From Fifth Street to the Santa Clara River Bridge	55
Vineyard Avenue	From Patterson Road to Oxnard Boulevard	40
	From Oxnard Boulevard to Route 101	**35**
	From Route 101 to Forest Park Boulevard	**40**
	From Forest Park Boulevard to northerly city limits	**55**
Wooley Road	From Harbor Boulevard to Ventura Road	45
	From Ventura Boulevard to Rose Avenue	40

Part 2: If for any reason this ordinance is held invalid or unenforceable, the City Council intends that the ordinance provisions which would have been repealed by this ordinance remain in effect as if this ordinance had not been adopted.

Part 3: If for any reason any part of this ordinance is held invalid or unenforceable, the Council intends that the remaining parts of this ordinance remain in effect.

Part 4: This ordinance shall be codified.

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

Part 6: The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within 15 calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code section 36933. Ordinance No. 2941 was first read on May 8th, 2018, finally adopted on May 22nd, 2018, and will become effective 30 days after final adoption.

APPROVED and ADOPTED this 22nd day of May, 2018, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSTAIN: None.

ABSENT: None.

Tim Flynn 5/22/18
Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A

Engineering and Traffic Survey (E&/TS) Report, 2022

1. Existing speed vs. Proposed speed limits
2. Spot Speed Data Calculations Summary
3. Spot Speed Survey Study Summary and Survey Data Calculations
4. Radar Device Certification (Kustom Falcon HR)

REGISTERED PROFESSIONAL ENGINEER
ANDREW U. YI
No. TR1850
Exp. 6/2024
TRAFFIC
STATE OF CALIFORNIA

This report of prepared by Andrew Yi, PE, TE, a Professional Traffic Engineer in the State of California

Existing Speed vs. Proposed Speed Limit

Existing vs. Proposed Speed Limit

Segment No.	Street	From	To	Posted Speed Limit (mph)	Recommended Speed Limit (mph)
1	A Street	First	Robert Ave	25	25
2	Auto Center Dr	Rose Ave	Paseo Mercado	40	40
3	Auto Center Dr	Paseo Mercado	Santa Clara	40	40
4	Bard Rd	J Street	Saviers Rd	30	30
5	Bard Rd	Saviers Rd	San Juan Ave	35	35
6	Bard Rd	San Juan Ave	Rose Ave	35	35
7	Bard Rd	Rose Ave	Pleasant Valley Rd	35	35
8	C Street	Pleasant Valley Rd	Bard Rd	25	25
9	C Street	Bard Rd	Channel Islands	25	25
10	C Street	Channel Islands Blvd	Elm St	30	30
11	C Street	Elm St	Wooley Rd	30	30
12	C Street	Wooley Rd	Second St	30	30
13	C Street	Second St	Doris Ave	30	30
14	C Street	Doris Ave	Glenwood Dr	30	30
15	C Street	Glenwood Dr	Gonzales Rd	30	30
16	C Street	Gonzales Rd	Citrus Grove Ln	30	30
17	Citrus Grove Ln	C Street	Oxnard Blvd	30	30
18	Camino Del Sol	Entrada Dr	Rose Ave	45	45
19	Camino Del Sol	Rose Ave	Lombard St	45	45
20	Camino Del Sol	Lombard St	Rice Ave	45	45
21	Camino Del Sol	Rice Ave	Kinetic Dr	45	45
22	Camino Del Sol	Kinetic Dr	Del Norte Blvd	45	45
23	Channel Islands Bl	Harbor Blvd	Victoria Ave	45	45
24	Channel Islands Bl	Ventura Rd	J Street	35	35
25	Channel Islands Bl	J Street	Saviers Rd	35	35
26	Channel Islands Bl	Saviers Rd	Paula St	35	35
27	Channel Islands Bl	Paula St	Oxnard Blvd	40	40
28	Channel Islands Bl	Oxnard Blvd	Rice Ave	40	40
29	Del Norte Blvd	Fifth St	Camino Del Sol	***50***	***45***
30	Del Norte Blvd	Camino Del Sol	Lunar Ct	50	50
31	Del Norte Blvd	Lunar Ct	Highway 101	50	50
32	Doris Ave	Patterson Rd	Ventura Rd	45	45
33	Doris Ave	Ventura Rd	F Street	25	25

Existing vs. Proposed Speed Limit

Segment No.	Street	From	To	Posted Speed Limit (mph)	Recommended Speed Limit (mph)
34	E Street	Wooley Rd	Fifth St	25	25
35	Eastman Ave	Lombard St	Rice Ave	40	40
36	Eastman Ave	Rose Ave	Lombard St	40	40
37	Emerson Ave	Pacific Ave	Rose Ave	40	40
38	Emerson Ave	Rose Ave	El Dorado Ave	40	40
39	Etting Rd	Pleasant Valley Rd	East City Limits	**None**	30
40	Fifth Street	Victoria Ave	Ventura Rd	45	45
41	Fifth Street	Ventura Rd	C Street	35	35
42	Fifth Street	Oxnard Blvd	RR Tracks	35	35
43	Fifth Street	RR Tracks	Richmond Ave	35	35
44	Fifth Street	Richmond Ave	Rose Ave	35	35
45	Fifth Street	Rose Ave	Rice Ave	55	55
46	Fifth Street	Rice Ave	Del Norte Blvd	**None**	55
47	Gary Dr	Albany Dr	Rose Ave	30	30
48	Gonzales Rd	Victoria Ave	Merion Way	45	45
49	Gonzales Rd	Merion Way	Patterson Rd	45	45
50	Gonzales Rd	Patterson Rd	Ventura Rd	45	45
51	Gonzales Rd	Ventura Rd	H Street	***45***	***40***
52	Gonzales Rd	H Street	Oxnard Blvd	***45***	***40***
53	Gonzales Rd	Oxnard Blvd	Snow Ave	45	45
54	Gonzales Rd	Snow Ave	Rose Ave	45	45
55	Gonzales Rd	Rose Ave	Lombard St	45	45
56	Gonzales Rd	Lombard St	Rice Ave	45	45
57	Graves Ave	Celsius Ave	Latigo Ave	40	40
58	Graves Ave	Latigo Ave	Wankel Way	40	40
59	H Street	Violet Way	Vineyard Ave	40	40
60	H Street	Vineyard Ave	Gonzales Rd	40	40
61	H Street	Gonzales Rd	Doris Ave	30	30
62	H Street	Doris Ave	Second St	30	30
63	H Street	Second St	Fifth St	30	30
64	Harbor Blvd	***Bluefin Cir***	La Brea St	40	40
65	Harbor Blvd	La Brea St	Channel Islands Blvd	40	40
66	Harbor Blvd	Channel Islands Blvd	Eastbourne Bay	50	50

Existing vs. Proposed Speed Limit

Segment No.	Street	From	To	Posted Speed Limit (mph)	Recommended Speed Limit (mph)
67	Harbor Blvd	Eastbourne Bay	Wooley Rd	50	50
68	Harbor Blvd	Wooley Rd	Fifth St	50	50
69	Harbor Blvd Frontage	Beach Way	Wooley Rd	15	15
70	Harbor Blvd Frontage	Wooley Rd	Channel Way	15	15
71	Hemlock Street	Victoria Ave	Patterson Rd	***40***	***35***
72	Hemlock Street	Patterson Rd	Ventura Rd	35	35
73	Hobson Way	Ninth St	Fifth St	30	30
74	Hueneme Rd	J Street	Saviers Rd	45	45
75	Hueneme Rd	Saviers Rd	Edison Dr	45	45
76	J Street	Hueneme Rd	Pleasant Valley Rd	30	30
77	J Street	Pleasant Valley Rd	Bard Rd	30	30
78	J Street	Bard Rd	Teakwood St	30	30
79	J Street	Teakwood St	Channel Islands Blvd	30	30
80	J Street	Channel Islands Blvd	Hill St	30	30
81	J Street	Hill St	Ninth St	30	30
82	Lockwood St	Rose Ave	Eastern Terminal	35	35
83	Lombard St	Gonzales Rd	150' n/o Posada Dr	***35***	***30***
84	Lombard St	Eastman Ave	Camino Del Sol	40	40
85	Mandalay Beach Rd	Beach Way	Wooley Rd	25	25
86	Mandalay Beach Rd	Wooley Rd	Fifth St	25	25
87	Maulhardt Rd	Dodge Rd	Pleasant Valley Rd	**None**	25
88	Ninth St	Ventura Rd	Hobson Way	40	40
89	Olds Rd	Sanford St	Etting Rd	25	25
90	Oxnard Blvd	Forest Park Blvd	Town Center Drive	35	35
91	Oxnard Blvd	Town Center Drive	Wagon Wheel Rd	***50***	***45***
92	Oxnard Blvd	Wagon Wheel Rd	Vineyard Ave	***50***	***45***
93	Oxnard Blvd	Vineyard Ave	Gonzales Rd	45	45
94	Oxnard Blvd	Gonzales Rd	Robert Ave	45	45
95	Oxnard Blvd	Robert Ave	Second St	35	35
96	Oxnard Blvd	Second St	Seventh St	30	30
97	Oxnard Blvd	Seventh St	Wooley Rd	30	30
98	Oxnard Blvd	Wooley Rd	RR Tracks	40	40
99	Oxnard Blvd	RR Tracks	Rose Ave	45	45

Existing vs. Proposed Speed Limit

Segment No.	Street	From	To	Posted Speed Limit (mph)	Recommended Speed Limit (mph)
100	Oxnard Blvd	Rose Ave	Channel Islands Overpass	***55***	***50***
101	Oxnard Blvd	Channel Islands Overpass	Pleasant Valley Rd	***60***	***55***
102	Pacific Ave	Statham Blvd	Wooley Rd	35	35
103	Pacific Ave	Wooley Rd	Fifth St	35	35
104	Patterson Rd	Doris Ave	Gonzales Rd	40	40
105	Patterson Rd	Gonzales Rd	Vineyard Ave	40	40
106	Patterson Rd	Hemlock St	Wooley Rd	45	45
107	Patterson Rd	Wooley Rd	Fifth St	45	45
108	Peninsula Rd	So Terminal	Channel Islands	25	25
109	Perkins Rd	Hueneme Rd	Pleasant Valley Rd	25	25
110	Pleasant Valley Rd	J Street	Saviers Rd	35	35
111	Pleasant Valley Rd	Saviers Rd	Squires Dr	35	35
112	Pleasant Valley Rd	Squires Dr	Rose Ave	45	45
113	Pleasant Valley Rd	Rose Ave	Bard Rd	45	45
114	Pleasant Valley Rd	Bard Rd	SR-1	45	45
115	Rice Ave	Fifth St	Camino Del Sol	50	50
116	Rice Ave	Camino Del Sol	Latigo Ave	50	50
117	Rice Ave	Latigo Ave	Gonzales Rd	50	50
118	Rice Ave	Gonzales Rd	101 S/B	50	50
119	Rice Ave	101 S/B	City Limits	40	40
120	Rose Ave	Sanford St	Bard Rd	45	45
121	Rose Ave	Bard Rd	Channel Islands Blvd	45	45
122	Rose Ave	Channel Islands Blvd	Emerson Ave	45	45
123	Rose Ave	Emerson Ave	Wooley Rd	45	45
124	Rose Ave	Wooley Rd	Fifth St	45	45
125	Rose Ave	Fifth St	Camino Del Sol	40	40
126	Rose Ave	Camino Del Sol	Gonzales Rd	45	45
127	Rose Ave	Gonzales Rd	Highway 101	40	40
128	Rose Ave	Highway 101	Collins St	40	40
129	Saviers Rd	Hueneme Rd	Pleasant Valley Rd	40	40
130	Saviers Rd	Pleasant Valley Rd	Bard Rd	40	40
131	Saviers Rd	Bard Rd	Channel Islands Blvd	40	40
132	Saviers Rd	Channel Islands Blvd	Elm St	40	40

Existing vs. Proposed Speed Limit

Segment No.	Street	From	To	Posted Speed Limit (mph)	Recommended Speed Limit (mph)
133	Saviers Rd	Elm St	Wooley Rd	40	40
134	Second St	Ventura Rd	H St	35	35
135	Statham Blvd	Channel Islands Blvd	Oxnard Blvd	40	40
136	Sturgis Rd	Lombard St	Elevard St	40	40
137	Sturgis Rd	Elevard St	Del Norte Blvd	40	40
138	Teal Club Rd	Victoria Ave	Patterson Rd	35	35
139	Teal Club Rd	Patterson Rd	Ventura Rd	35	35
140	Third Street	A St	Juanita Ave	35	35
141	Third Street	Juanita	Rose Ave	40	40
142	Ventura Blvd	Auto Center Dr	Santa Clara Ave	35	35
143	Ventura Blvd	Vineyard Ave	Balboa St	***40***	***35***
144	Ventura Blvd	Balboa St	Rose Ave	40	40
145	Ventura Rd	Channel Islands Blvd	Hemlock St	45	45
146	Ventura Rd	Hemlock St	Wooley Rd	45	45
147	Ventura Rd	Wooley Rd	Fifth St	45	45
148	Ventura Rd	Fifth St	Second St	45	45
149	Ventura Rd	Second St	Doris Ave	45	45
150	Ventura Rd	Doris Ave	Gonzales Rd	45	45
151	Ventura Rd	Gonzales Rd	Vineyard Ave	45	45
152	Ventura Rd	Vineyard Ave	RR Crossing	50	50
153	Ventura Rd	RR Crossing	Town Center Dr	40	40
154	Victoria Ave	Santa Clara River Bridge	Gonzales Rd	55	55
155	Victoria Ave	Gonzales Rd	Doris Ave	55	55
156	Victoria Ave	Doris Ave	Teal Club Rd	55	55
157	Victoria Ave	Teal Club Rd	Fifth St	55	55
158	Victoria Ave	Fifth St	Wooley Rd	50	50
159	Victoria Ave	Wooley Rd	Hemlock St	50	50
160	Victoria Ave	Hemlock St	Curlew Way	50	50
161	Victoria Ave	Curlew Way	Lake Shore Dr	50	50
162	Vineyard Ave	City Limits	Forest Park Blvd	45	45
163	Vineyard Ave	Forest Park Blvd	US 101	35	35
164	Vineyard Ave	US 101	Oxnard Blvd	35	35
165	Vineyard Ave	Oxnard Blvd	H St	45	45

Existing vs. Proposed Speed Limit

Segment No.	Street	From	To	Posted Speed Limit (mph)	Recommended Speed Limit (mph)
166	Vineyard Ave	H St	Ventura Rd	40	40
167	Vineyard Ave	Ventura Rd	Patterson Rd	40	40
168	Wooley Rd	Harbor Blvd	Tradewinds Dr	45	45
169	Wooley Rd	Tradewinds Dr	Victoria Ave	45	45
170	Wooley Rd	Victoria Ave	Patterson Rd	45	45
171	Wooley Rd	Patterson Rd	Ventura Rd	45	45
172	Wooley Rd	Ventura Rd	H St	40	40
173	Wooley Rd	E St	Oxnard Blvd	40	40
174	Wooley Rd	Oxnard Blvd	Richmond Ave	40	40
175	Wooley Rd	Richmond Ave	Rose Ave	40	40

Spot Speed Data Calculations Summary

Spot Speed Data Calculation

Segment No.	Street	From	To	Survey Date	10-Mile Pace (mph)	% in 10-Mile Pace	50th Percentile Speed (mph)	85th Percentile Speed (mph)	Posted Speed Limit (mph)
1	A Street	First	Robert Ave	26-Apr	21-30	87.8%	26	30	25
2	Auto Center Dr	Rose Ave	Paseo Mercado	30-Mar	33-42	85.3%	38	41	40
3	Auto Center Dr	Paseo Mercado	Santa Clara	30-Mar	31-40	77.6%	37	40	40
4	Bard Rd	J Street	Saviers Rd	8-Mar	29-38	82.0%	32	37	30
5	Bard Rd	Saviers Rd	San Juan Ave	8-Mar	33-42	86.2%	38	42	35
6	Bard Rd	San Juan Ave	Rose Ave	8-Mar	32-41	90.8%	37	40	35
7	Bard Rd	Rose Ave	Pleasant Valley Rd	28-Jun	32-41	90.5%	36	39	35
8	C Street	Pleasant Valley Rd	Bard Rd	26-Apr	28-37	78.3%	33	37	25
9	C Street	Bard Rd	Channel Islands	26-Apr	26-35	75.6%	33	38	25
10	C Street	Channel Islands Blvd	Elm St	8-Mar	28-37	85.5%	33	37	30
11	C Street	Elm St	Wooley Rd	8-Mar	26-35	87.2%	31	35	30
12	C Street	Wooley Rd	Second St	8-Mar	26-35	86.7%	29	34	30
13	C Street	Second St	Doris Ave	8-Mar	27-36	82.6%	31	35	30
14	C Street	Doris Ave	Glenwood Dr	8-Mar	28-37	87.2%	32	35	30
15	C Street	Glenwood Dr	Gonzales Rd	8-Mar	27-36	88.5%	32	35	30
16	C Street	Gonzales Rd	Citrus Grove Ln	8-Mar	25-34	87.2%	29	33	30
17	Citrus Grove Ln	C Street	Oxnard Blvd	29-Jun	25-34	93.2%	29	33	30
18	Camino Del Sol	Entrada Dr	Rose Ave	25-Mar	32-41	72.8%	39	45	45
19	Camino Del Sol	Rose Ave	Lombard St	25-Mar	39-48	75.7%	43	49	45
20	Camino Del Sol	Lombard St	Rice Ave	22-Mar	39-48	76.6%	44	48	45
21	Camino Del Sol	Rice Ave	Kinetic Dr	25-Mar	38-47	78.0%	43	48	45
22	Camino Del Sol	Kinetic Dr	Del Norte Blvd	19-Apr	38-47	71.1%	42	47	45
23	Channel Islands Bl	Harbor Blvd	Victoria Ave	14-Apr	35-44	78.3%	40	45	45
24	Channel Islands Bl	Ventura Rd	J Street	11-Mar	31-40	80.1%	36	40	35
25	Channel Islands Bl	J Street	Saviers Rd	22-Mar	30-39	85.6%	35	39	35
26	Channel Islands Bl	Saviers Rd	Paula St	3/11&14	32-41	85.9%	36	39	35
27	Channel Islands Bl	Paula St	Oxnard Blvd	22-Mar	33-42	81.8%	38	42	40
28	Channel Islands Bl	Oxnard Blvd	Rice Ave	11-Mar	36-45	81.1%	40	45	40
29	Del Norte Blvd	Fifth St	Camino Del Sol	25-Mar	33-42	82.2%	***39***	***43***	***50***
30	Del Norte Blvd	Camino Del Sol	Lunar Ct	25-Mar	43-52	77.8%	48	52	50
31	Del Norte Blvd	Lunar Ct	Highway 101	25-Mar	43-52	75.5%	49	53	50
32	Doris Ave	Patterson Rd	Ventura Rd	14-Mar	40-49	76.5%	45	49	45
33	Doris Ave	Ventura Rd	F Street	17-May	25-34	86.3%	30	34	25
34	E Street	Wooley Rd	Fifth St	17-May	23-32	86.4%	26	30	25
35	Eastman Ave	Lombard St	Rice Ave	19-Apr	32-41	73.7%	37	42	40
36	Eastman Ave	Rose Ave	Lombard St	19-Apr	33-42	79.1%	38	43	40
37	Emerson Ave	Pacific Ave	Rose Ave	19-Apr	33-42	87.4%	38	41	40
38	Emerson Ave	Rose Ave	El Dorado Ave	19-Apr	33-42	88.9%	38	42	40

Spot Speed Data Calculation

Segment No.	Street	From	To	Survey Date	10-Mile Pace (mph)	% in 10-Mile Pace	50th Percentile Speed (mph)	85th Percentile Speed (mph)	Posted Speed Limit (mph)
39	Etting Rd	Pleasant Valley Rd	East City Limits	22-Apr	24-33	81.0%	29	34	**None**
40	Fifth Street	Victoria Ave	Ventura Rd	29-Mar	40-49	88.3%	44	48	45
41	Fifth Street	Ventura Rd	C Street	29-Jun	30-39	78.3%	36	41	35
42	Fifth Street	Oxnard Blvd	RR Tracks	22-Apr	28-37	75.9%	33	37	35
43	Fifth Street	RR Tracks	Richmond Ave	22-Apr	35-44	71.8%	40	46	35
44	Fifth Street	Richmond Ave	Rose Ave	22-Apr	31-40	74.8%	36	41	35
45	Fifth Street	Rose Ave	Rice Ave	22-Apr	45-54	61.1%	49	55	55
46	Fifth Street	Rice Ave	Del Norte Blvd	22-Apr	47-56	61.9%	52	56	**None**
47	Gary Dr	Albany Dr	Rose Ave	4/22 &5/18	24-33	79.0%	28	33	30
48	Gonzales Rd	Victoria Ave	Merion Way	12-Apr	40-49	76.2%	44	49	45
49	Gonzales Rd	Merion Way	Patterson Rd	12-Apr	38-47	79.6%	43	48	45
50	Gonzales Rd	Patterson Rd	Ventura Rd	29-Mar	38-47	83.1%	43	46	45
51	Gonzales Rd	Ventura Rd	H Street	29-Mar	34-43	73.1%	***38***	***43***	***45***
52	Gonzales Rd	H Street	Oxnard Blvd	29-Mar	33-42	80.9%	***39***	***43***	***45***
53	Gonzales Rd	Oxnard Blvd	Snow Ave	29-Mar	39-48	83.0%	43	46	45
54	Gonzales Rd	Snow Ave	Rose Ave	29-Mar	38-47	78.4%	42	47	45
55	Gonzales Rd	Rose Ave	Lombard St	29-Mar	38-47	81.3%	42	47	45
56	Gonzales Rd	Lombard St	Rice Ave	29-Mar	38-47	78.7%	42	46	45
57	Graves Ave	Celsius Ave	Latigo Ave	5-Apr	32-41	68.2%	36	41	40
58	Graves Ave	Latigo Ave	Wankel Way	5-Apr	30-39	75.0%	36	41	40
59	H Street	Violet Way	Vineyard Ave	3-May	32-41	73.6%	36	41	40
60	H Street	Vineyard Ave	Gonzales Rd	14-Mar	36-45	80.8%	40	43	40
61	H Street	Gonzales Rd	Doris Ave	14-Mar	29-38	83.7%	33	37	30
62	H Street	Doris Ave	Second St	14-Mar	27-36	91.0%	33	35	30
63	H Street	Second St	Fifth St	14-Mar	28-37	88.8%	32	36	30
64	Harbor Blvd	***Bluefin Cir***	La Brea St	12-Apr	32-41	77.3%	37	41	40
65	Harbor Blvd	La Brea St	Channel Islands Blvd	12-Apr	33-42	79.1%	38	42	40
66	Harbor Blvd	Channel Islands Blvd	Eastbourne Bay	12-Apr	45-54	79.6%	49	53	50
67	Harbor Blvd	Eastbourne Bay	Wooley Rd	4/12 &4/26/20	46-55	78.7%	50	54	50
68	Harbor Blvd	Wooley Rd	Fifth St	4/12 &4/26/20	45-54	78.6%	49	53	50
69	Harbor Blvd Frontage	Beach Way	Wooley Rd	X					15
70	Harbor Blvd Frontage	Wooley Rd	Channel Way	X					15
71	Hemlock Street	Victoria Ave	Patterson Rd	22-Mar	33-42	82.5%	***39***	***42***	***40***
72	Hemlock Street	Patterson Rd	Ventura Rd	22-Mar	31-40	78.9%	34	39	35
73	Hobson Way	Ninth St	Fifth St	14-Apr	26-35	88.4%	30	33	30
74	Hueneme Rd	J Street	Saviers Rd	18-May	37-46	67.5%	42	48	45
75	Hueneme Rd	Saviers Rd	Edison Dr	22-Apr	37-46	72.6%	42	47	45
76	J Street	Hueneme Rd	Pleasant Valley Rd	11-Mar	27-36	90.1%	32	35	30

Spot Speed Data Calculation

Segment No.	Street	From	To	Survey Date	10-Mile Pace (mph)	% in 10-Mile Pace	50th Percentile Speed (mph)	85th Percentile Speed (mph)	Posted Speed Limit (mph)
77	J Street	Pleasant Valley Rd	Bard Rd	11-Mar	29-38	84.0%	34	38	30
78	J Street	Bard Rd	Teakwood St	11-Mar	29-38	73.3%	33	39	30
79	J Street	Teakwood St	Channel Islands Blvd	11-Mar	28-37	84.5%	32	36	30
80	J Street	Channel Islands Blvd	Hill St	11-Mar	27-36	82.0%	31	36	30
81	J Street	Hill St	Ninth St	11-Mar	26-35	88.0%	31	35	30
82	Lockwood St	Rose Ave	Eastern Terminal	18-May	30-39	75.4%	34	39	35
83	Lombard St	Gonzales Rd	150' n/o Posada Dr	18-May	23-32	84.0%	***27***	***32***	***35***
84	Lombard St	Eastman Ave	Camino Del Sol	5-Apr	33-42	75.6%	37	41	40
85	Mandalay Beach Rd	Beach Way	Wooley Rd	17-May	18-27	89.1%	23	26	25
86	Mandalay Beach Rd	Wooley Rd	Fifth St	17-May	19-28	85.5%	23	26	25
87	Maulhardt Rd	Dodge Rd	Pleasant Valley Rd	15-Apr	20-29	91.7%	26	29	**None**
88	Ninth St	Ventura Rd	Hobson Way	14-Apr	33-42	84.8%	36	41	40
89	Olds Rd	Sanford St	Etting Rd	18-May	26-35	71.3%	31	37	25
90	Oxnard Blvd	Forest Park Blvd	Town Center Drive	15-Apr	27-36	89.0%	32	35	35
91	Oxnard Blvd	Town Center Drive	Wagon Wheel Rd	15-Apr	41-50	71.5%	***45***	***49***	***50***
92	Oxnard Blvd	Wagon Wheel Rd	Vineyard Ave	15-Apr	41-50	77.1%	***46***	***51***	***50***
93	Oxnard Blvd	Vineyard Ave	Gonzales Rd	15-Apr	39-48	79.0%	42	46	45
94	Oxnard Blvd	Gonzales Rd	Robert Ave	15-Apr	36-45	70.8%	42	46	45
95	Oxnard Blvd	Robert Ave	Second St	15-Apr	29-38	73.2%	34	39	35
96	Oxnard Blvd	Second St	Seventh St	15-Apr	28-37	70.9%	33	37	30
97	Oxnard Blvd	Seventh St	Wooley Rd	15-Apr	29-38	81.8%	34	38	30
98	Oxnard Blvd	Wooley Rd	RR Tracks	15-Apr	33-42	77.1%	38	42	40
99	Oxnard Blvd	RR Tracks	Rose Ave	15-Apr	39-48	80.5%	43	48	45
100	Oxnard Blvd	Rose Ave	Channel Islands Overpass	15-Apr	44-53	74.1%	***50***	***55***	***55***
101	Oxnard Blvd	Channel Islands Overpass	Pleasant Valley Rd	16-Aug	50-59	80.3%	***56***	***59***	***60***
102	Pacific Ave	Statham Blvd	Wooley Rd	19-Apr	29-38	72.1%	36	42	35
103	Pacific Ave	Wooley Rd	Fifth St	19-Apr	26-35	75.0%	30	36	35
104	Patterson Rd	Doris Ave	Gonzales Rd	17-Mar	37-46	83.5%	41	45	40
105	Patterson Rd	Gonzales Rd	Vineyard Ave	17-Mar	33-42	85.0%	39	42	40
106	Patterson Rd	Hemlock St	Wooley Rd	22-Mar	38-47	78.3%	44	48	45
107	Patterson Rd	Wooley Rd	Fifth St	17-Mar	39-48	87.7%	45	47	45
108	Peninsula Rd	So Terminal	Channel Islands	26-Apr	23-32	75.5%	29	33	25
109	Perkins Rd	Hueneme Rd	Pleasant Valley Rd	18-May	22-31	87.7%	28	31	25
110	Pleasant Valley Rd	J Street	Saviers Rd	22-Mar	30-39	83.6%	35	38	35
111	Pleasant Valley Rd	Saviers Rd	Squires Dr	22-Mar	30-39	88.6%	35	38	35
112	Pleasant Valley Rd	Squires Dr	Rose Ave	22-Mar	39-48	79.4%	43	46	45
113	Pleasant Valley Rd	Rose Ave	Bard Rd	15-Apr	41-50	78.7%	46	50	45
114	Pleasant Valley Rd	Bard Rd	SR-1	22-Mar	38-47	79.1%	43	47	45

Spot Speed Data Calculation

Segment No.	Street	From	To	Survey Date	10-Mile Pace (mph)	% in 10-Mile Pace	50th Percentile Speed (mph)	85th Percentile Speed (mph)	Posted Speed Limit (mph)
115	Rice Ave	Fifth St	Camino Del Sol	30-Mar	43-52	72.7%	48	52	50
116	Rice Ave	Camino Del Sol	Latigo Ave	30-Mar	42-51	65.0%	47	53	50
117	Rice Ave	Latigo Ave	Gonzales Rd	30-Mar	43-52	67.2%	48	53	50
118	Rice Ave	Gonzales Rd	101 S/B	30-Mar	44-53	74.0%	49	53	50
119	Rice Ave	101 S/B	City Limits	30-Mar	37-46	78.5%	40	44	40
120	Rose Ave	Sanford St	Bard Rd	30-Mar	37-46	84.8%	42	46	45
121	Rose Ave	Bard Rd	Channel Islands Blvd	30-Mar	39-48	81.2%	44	48	45
122	Rose Ave	Channel Islands Blvd	Emerson Ave	30-Mar	41-50	84.2%	45	49	45
123	Rose Ave	Emerson Ave	Wooley Rd	30-Mar	41-50	79.8%	45	50	45
124	Rose Ave	Wooley Rd	Fifth St	30-Mar	37-46	70.0%	43	48	45
125	Rose Ave	Fifth St	Camino Del Sol	30-Mar	35-44	80.8%	39	43	40
126	Rose Ave	Camino Del Sol	Gonzales Rd	30-Mar	39-48	77.5%	43	48	45
127	Rose Ave	Gonzales Rd	Highway 101	30-Mar	32-41	85.0%	37	41	40
128	Rose Ave	Highway 101	Collins St	25-Mar	33-42	80.6%	39	43	40
129	Saviers Rd	Hueneme Rd	Pleasant Valley Rd	14-Mar	36-45	76.6%	41	45	40
130	Saviers Rd	Pleasant Valley Rd	Bard Rd	14-Mar	35-44	85.4%	39	43	40
131	Saviers Rd	Bard Rd	Channel Islands Blvd	22-Apr	33-42	91.0%	38	41	40
132	Saviers Rd	Channel Islands Blvd	Elm St	22-Apr	33-42	81.8%	38	42	40
133	Saviers Rd	Elm St	Wooley Rd	14-Mar	35-44	83.1%	39	43	40
134	Second St	Ventura Rd	H St	14-Mar	29-38	88.2%	34	38	35
135	Statham Blvd	Channel Islands Blvd	Oxnard Blvd	22-Apr	33-42	76.9%	36	40	40
136	Sturgis Rd	Lombard St	Elevard St	19-Apr	36-45	78.5%	40	45	40
137	Sturgis Rd	Elevard St	Del Norte Blvd	19-Apr	36-45	75.2%	41	45	40
138	Teal Club Rd	Victoria Ave	Patterson Rd	26-Apr	38-47	62.5%	43	49	35
139	Teal Club Rd	Patterson Rd	Ventura Rd	3-May	33-42	56.3%	39	46	35
140	Third Street	A St	Juanita Ave	5-Apr	33-42	81.0%	37	41	35
141	Third Street	Juanita	Rose Ave	17-May	35-44	86.0%	40	44	40
142	Ventura Blvd	Auto Center Dr	Santa Clara Ave	14-Apr	31-40	81.4%	36	39	35
143	Ventura Blvd	Vineyard Ave	Balboa St	26-Apr	29-38	81.5%	***34***	***38***	***40***
144	Ventura Blvd	Balboa St	Rose Ave	26-Apr	34-43	76.2%	38	42	40
145	Ventura Rd	Channel Islands Blvd	Hemlock St	14-Apr	37-46	82.2%	41	45	45
146	Ventura Rd	Hemlock St	Wooley Rd	14-Apr	36-45	82.0%	42	46	45
147	Ventura Rd	Wooley Rd	Fifth St		37-46	83.9%	43	46	45
148	Ventura Rd	Fifth St	Second St	14-Apr	40-49	84.1%	45	48	45
149	Ventura Rd	Second St	Doris Ave	14-Apr	39-48	78.2%	44	48	45
150	Ventura Rd	Doris Ave	Gonzales Rd	14-Apr	39-48	81.5%	45	48	45
151	Ventura Rd	Gonzales Rd	Vineyard Ave	17-Mar	39-48	74.5%	43	48	45
152	Ventura Rd	Vineyard Ave	RR Crossing	14-Apr	42-51	67.7%	48	52	50

Spot Speed Data Calculation

Segment No.	Street	From	To	Survey Date	10-Mile Pace (mph)	% in 10-Mile Pace	50th Percentile Speed (mph)	85th Percentile Speed (mph)	Posted Speed Limit (mph)
153	Ventura Rd	RR Crossing	Town Center Dr	14-Apr	35-44	79.5%	40	44	40
154	Victoria Ave	Santa Clara River Bridge	Gonzales Rd	14-Apr	51-60	77.3%	54	59	55
155	Victoria Ave	Gonzales Rd	Doris Ave	22-Mar	47-56	84.2%	53	57	55
156	Victoria Ave	Doris Ave	Teal Club Rd	22-Mar	47-56	76.6%	51	56	55
157	Victoria Ave	Teal Club Rd	Fifth St	29-Mar	47-56	75.0%	52	56	55
158	Victoria Ave	Fifth St	Wooley Rd	29-Mar	43-52	83.7%	48	51	50
159	Victoria Ave	Wooley Rd	Hemlock St	29-Mar	43-52	77.6%	47	52	50
160	Victoria Ave	Hemlock St	Curlew Way	29-Mar	42-51	82.8%	46	51	50
161	Victoria Ave	Curlew Way	Lake Shore Dr	29-Mar	43-52	77.7%	47	51	50
162	Vineyard Ave	City Limits	Forest Park Blvd	22-Apr	37-46	73.2%	44	48	45
163	Vineyard Ave	Forest Park Blvd	US 101	22-Apr	31-40	72.6%	36	40	35
164	Vineyard Ave	US 101	Oxnard Blvd	22-Apr	30-39	82.9%	36	39	35
165	Vineyard Ave	Oxnard Blvd	H St	22-Apr	37-46	72.6%	42	46	45
166	Vineyard Ave	H St	Ventura Rd	22-Apr	39-48	76.9%	42	48	40
167	Vineyard Ave	Ventura Rd	Patterson Rd	1-Aug	38-47	74.7%	44	49	40
168	Wooley Rd	Harbor Blvd	Tradewinds Dr	17-Mar	36-45	82.2%	40	45	45
169	Wooley Rd	Tradewinds Dr	Victoria Ave	17-Mar	41-50	75.6%	46	50	45
170	Wooley Rd	Victoria Ave	Patterson Rd	17-Mar	42-51	76.2%	46	50	45
171	Wooley Rd	Patterson Rd	Ventura Rd	17-Mar	41-50	74.2%	46	51	45
172	Wooley Rd	Ventura Rd	H St	14-Apr	37-46	82.7%	41	45	40
173	Wooley Rd	E St	Oxnard Blvd	17-Mar	36-45	84.2%	40	45	40
174	Wooley Rd	Oxnard Blvd	Richmond Ave	17-Mar	36-45	74.4%	42	46	40
175	Wooley Rd	Richmond Ave	Rose Ave	17-Mar	35-44	83.1%	39	44	40

Spot Speed Survey Study Summary
and
Survey Data Calculations

CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 1

Street:	A St			**From/To:**	First St / Robert Ave	
Survey date:	4/26/2022	**Day:**	Tuesday	**Hours:**	2:35-3:10p	0 0
Location of survey:	at Palm Dr					

SPEED DATA						
50th Percentile Speed (mph)	26				**Existing Speed Zone**	**25 mph**
85th Percentile Speed (mph)	30				**Proposed Speed Zone**	**25 mph**
10 mph Pace Speed (mph)	21	**To**	30		**Justification**	**CVC 22358.8(a), high collision rate, keep**
Percentage of Vehicles in Pace	87.8%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	1.21
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	4000
Traffic Control Type	Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3000
Vertical/Horizontal Alignment	None
Road Width	48'-48'
Parking Restriction	None
No. Lanes and Median	1 /direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial/Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: A St
Location: at Palm Dr
Between: First St / Robert Ave

Ref. # 1

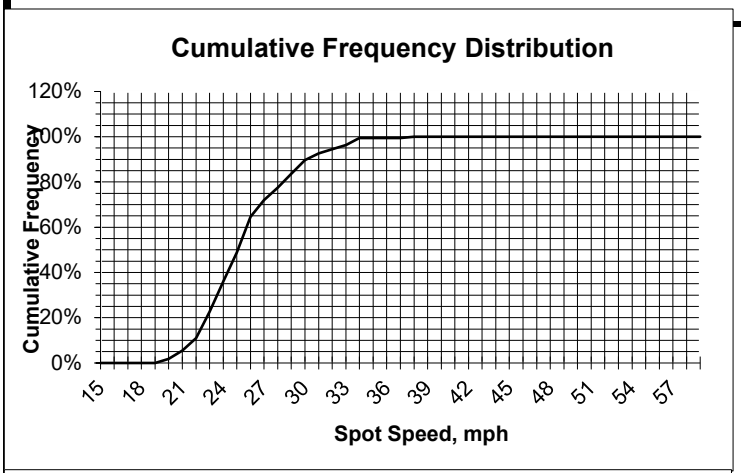
Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:35-3:10p
Recorder: EY
Posted Speed: 25 mph
Remarks:

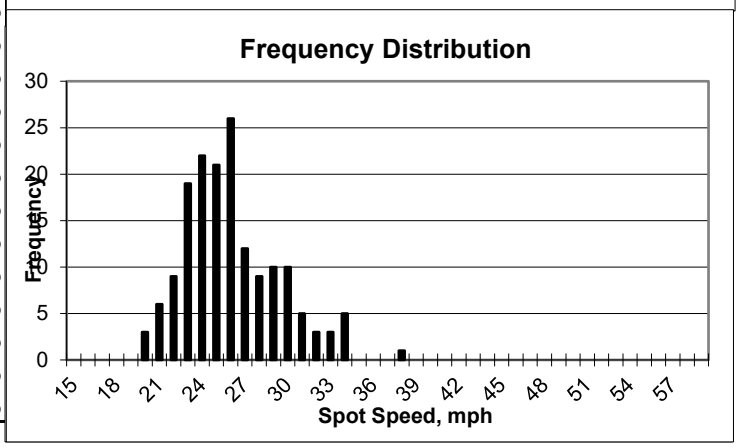
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	3	1.83%	1.83%
21	6	3.66%	5.49%
22	9	5.49%	10.98%
23	19	11.59%	22.56%
24	22	13.41%	35.98%
25	21	12.80%	48.78%
26	26	15.85%	64.63%
27	12	7.32%	71.95%
28	9	5.49%	77.44%
29	10	6.10%	83.54%
30	10	6.10%	89.63%
31	5	3.05%	92.68%
32	3	1.83%	94.51%
33	3	1.83%	96.34%
34	5	3.05%	99.39%
35	0	0.00%	99.39%
36	0	0.00%	99.39%
37	0	0.00%	99.39%
38	1	0.61%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	164	100%	

DATA ANALYSIS:

Mean Speed:	26
Standard Deviation:	3
Standard error of the mean:	0.23
50th Percentile:	26
85th Percentile:	30
97th Percentile:	34
10 Mile Pace:	21 to 30
% of Samples in 10-Mile Pace:	87.80%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 2

Street:	Auto Center Drive			**From/To:**	Rose Ave/Paseo Mercado
Survey date:	3/30/2022	**Day:**	Wedneday	**Hours:**	3:40-4:00 PM
Location of survey:	e/o Collins St.				

SPEED DATA						
50th Percentile Speed (mph)	38				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	85.3%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.07
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	17155
Traffic Control Type	Traffice signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4000
Vertical/Horizontal Alignment	Horizontal
Road Width	80'
Parking Restriction	Yes
No. Lanes and Median	2 /direction/Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Auto Center Drive
Location: e/o Collins St.
Between: Rose Ave/Paseo Mercado

Ref. # 2

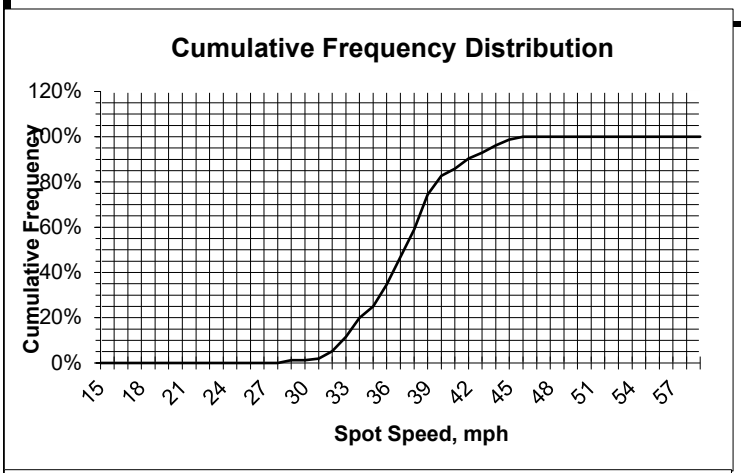
Date: 3/30/2022 **Day:** Wednesday
Weather: clear
Hours: 3:40-4:00 PM
Recorder: EY/AY
Posted Speed: 40 mph
Remarks:

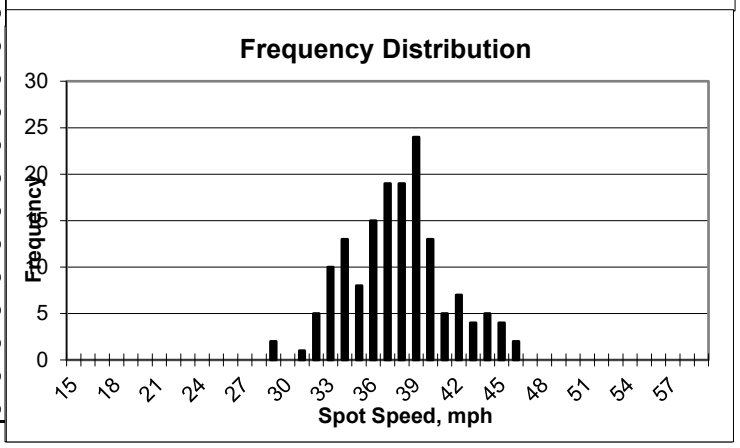
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	2	1.28%	1.28%
30	0	0.00%	1.28%
31	1	0.64%	1.92%
32	5	3.21%	5.13%
33	10	6.41%	11.54%
34	13	8.33%	19.87%
35	8	5.13%	25.00%
36	15	9.62%	34.62%
37	19	12.18%	46.79%
38	19	12.18%	58.97%
39	24	15.38%	74.36%
40	13	8.33%	82.69%
41	5	3.21%	85.90%
42	7	4.49%	90.38%
43	4	2.56%	92.95%
44	5	3.21%	96.15%
45	4	2.56%	98.72%
46	2	1.28%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	156	100%	

DATA ANALYSIS:

Mean Speed:	38		
Standard Deviation:	3		
Standard error of the mean:	0.24		
50th Percentile:	38		
85th Percentile:	41		
97th Percentile:	45		
10 Mile Pace:	33	to	42
% of Samples in 10-Mile Pace:	85.26%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 3

Street:	Auto Center Drive			**From/To:**	Paseo Mercado / Santa Clara
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	3:10-3:35 PM
Location of survey:	300 ft E of Los Olivos				

SPEED DATA						
50th Percentile Speed (mph)	37				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	40				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	31	**To**	40		**Justification**	
Percentage of Vehicles in Pace	77.6%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	17155
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2700
Vertical/Horizontal Alignment	Horizontal
Road Width	80'
Parking Restriction	Yes
No. Lanes and Median	2/ direction/Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Auto Center Drive
Location: 300 ft E of Los Olivos
Between: Paseo Mercado / Santa Clara

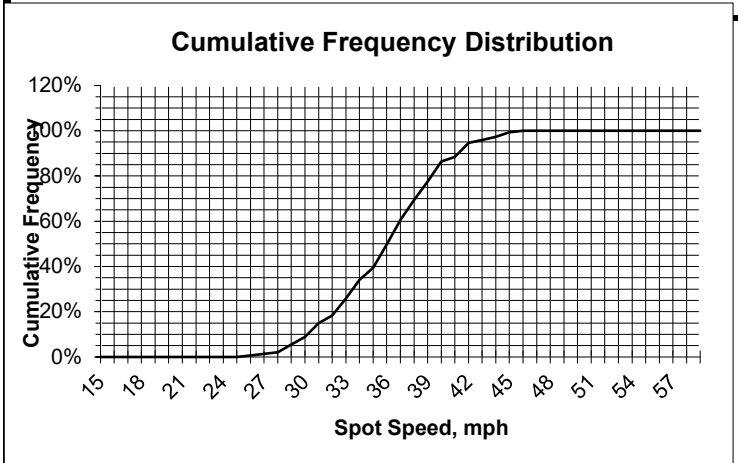
Ref. # 3

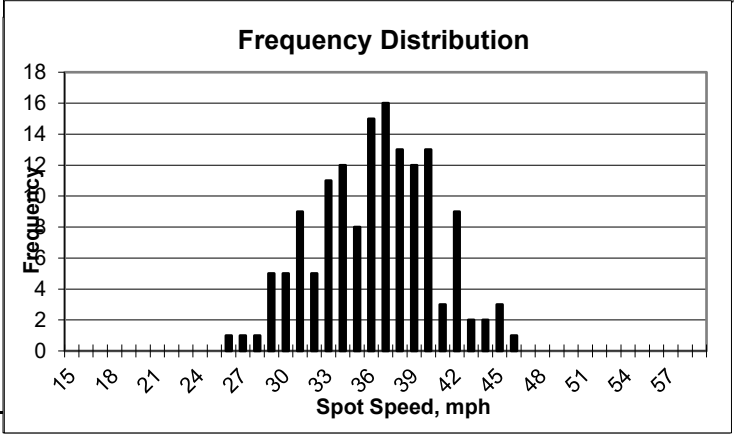
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 3:10-3:35 PM
Recorder: EY/AY
Posted Speed: 40 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.68%	0.68%
27	1	0.68%	1.36%
28	1	0.68%	2.04%
29	5	3.40%	5.44%
30	5	3.40%	8.84%
31	9	6.12%	14.97%
32	5	3.40%	18.37%
33	11	7.48%	25.85%
34	12	8.16%	34.01%
35	8	5.44%	39.46%
36	15	10.20%	49.66%
37	16	10.88%	60.54%
38	13	8.84%	69.39%
39	12	8.16%	77.55%
40	13	8.84%	86.39%
41	3	2.04%	88.44%
42	9	6.12%	94.56%
43	2	1.36%	95.92%
44	2	1.36%	97.28%
45	3	2.04%	99.32%
46	1	0.68%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	147	100%	

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	37
85th Percentile:	40
97th Percentile:	44
10 Mile Pace:	31 to 40
% of Samples in 10-Mile Pace:	77.55%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 4

Street:	Bard Road			**From/To:**	J St / Saviers Rd
Survey date:	3/8/2022	**Day:**	Tuesday	**Hours:**	9:50-10:20 AM
Location of survey:	200 ft E of F St				

SPEED DATA						
50th Percentile Speed (mph)	32				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	37				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	29	**To**	38		**Justification**	**CVC 22358.8(a), high collision rate, school**
Percentage of Vehicles in Pace	82%					**safety, keep existing speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	4
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.94
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	8233
Traffic Control Type	Traffic signal /Stop sign

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2500
Vertical/Horizontal Alignment	None
Road Width	60'
Parking Restriction	None
No. Lanes and Median	1 /direction /TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	uncontrolled school crosswalk
Adjacent Land use	Residential /high school

Comments Hueneme High/uncontrolled crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Bard Road
Location: 200 ft E of F St
Between: J St / Saviers Rd

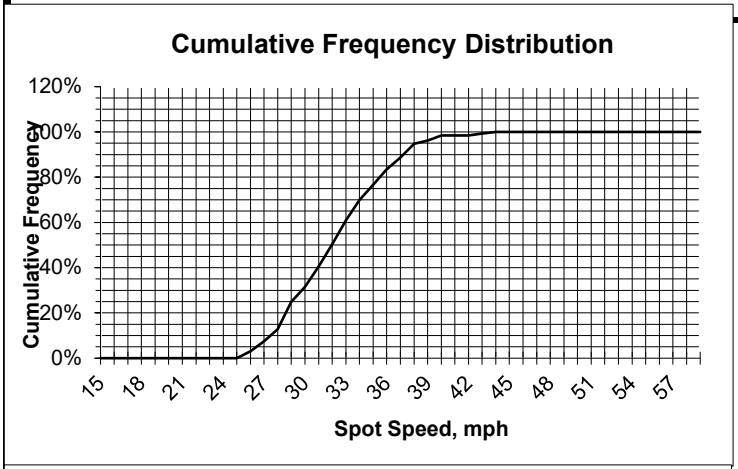
Ref. # 4

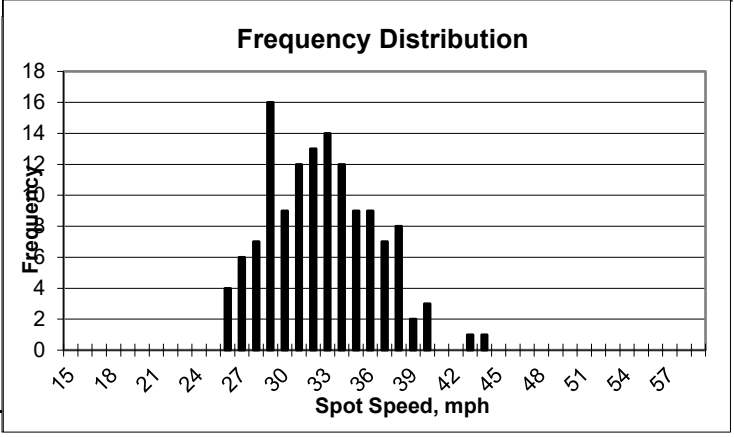
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:50-10:20 AM
Recorder: EY
Posted Speed: 30 mph
Remarks: Hueneme HS

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	4	3.01%	3.01%
27	6	4.51%	7.52%
28	7	5.26%	12.78%
29	16	12.03%	24.81%
30	9	6.77%	31.58%
31	12	9.02%	40.60%
32	13	9.77%	50.38%
33	14	10.53%	60.90%
34	12	9.02%	69.92%
35	9	6.77%	76.69%
36	9	6.77%	83.46%
37	7	5.26%	88.72%
38	8	6.02%	94.74%
39	2	1.50%	96.24%
40	3	2.26%	98.50%
41	0	0.00%	98.50%
42	0	0.00%	98.50%
43	1	0.75%	99.25%
44	1	0.75%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	133	100%	

DATA ANALYSIS:

Mean Speed:	33
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	32
85th Percentile:	37
97th Percentile:	40
10 Mile Pace:	29 to 38
% of Samples in 10-Mile Pace:	81.95%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 5

Street:	Bard Road			**From/To:**	Saviers Rd / San Juan Ave
Survey date:	3/8/2022	**Day:**	Tuesday	**Hours:**	9:15-9:45 AM
Location of survey:	500 ft W of Justin Way				

SPEED DATA						
50th Percentile Speed (mph)	38				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	42				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	**CVC 22358.8(a), school safety, keep existing**
Percentage of Vehicles in Pace	86%					**speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.50
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	11956
Traffic Control Type	Traffic signal /Stop sign

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2400
Vertical/Horizontal Alignment	Horizontal
Road Width	75'
Parking Restriction	Yes
No. Lanes and Median	2 /direction /Painted
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	Uncontrolled school crosswalk
Adjacent Land use	Residentail /Jr High
Comments	Charles Blackstock Jr.High / Uncontrolled school crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Bard Road
Location: 500 ft W of Justin Way
Between: Saviers Rd / San Juan Ave

Ref. # 5

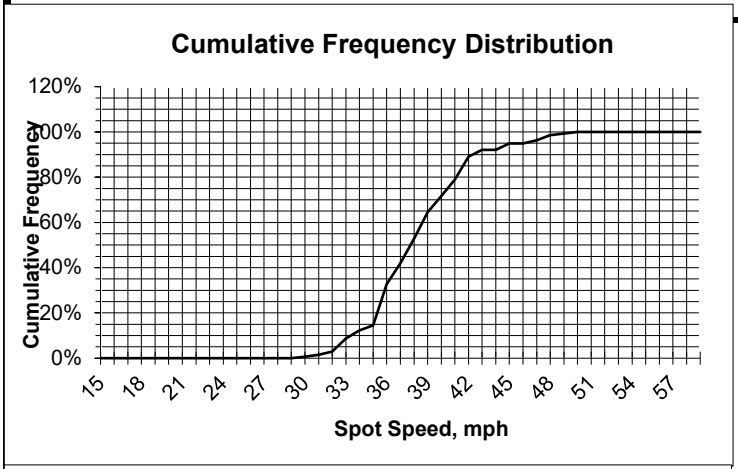
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:15-9:45 AM
Recorder: EY
Posted Speed: 35 mph
Remarks:

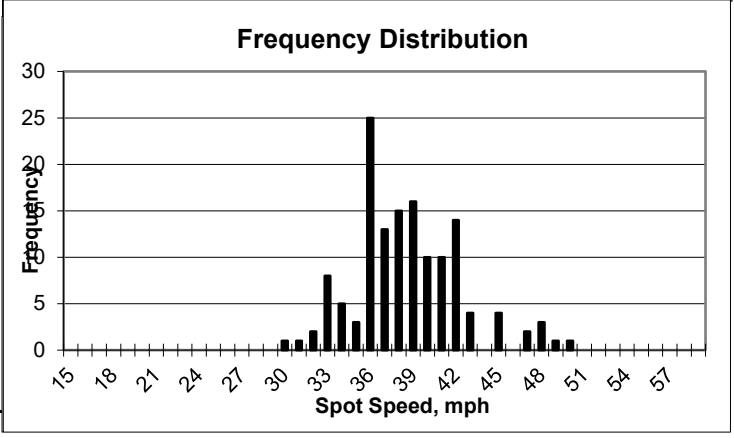
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	1	0.72%	0.72%
31	1	0.72%	1.45%
32	2	1.45%	2.90%
33	8	5.80%	8.70%
34	5	3.62%	12.32%
35	3	2.17%	14.49%
36	25	18.12%	32.61%
37	13	9.42%	42.03%
38	15	10.87%	52.90%
39	16	11.59%	64.49%
40	10	7.25%	71.74%
41	10	7.25%	78.99%
42	14	10.14%	89.13%
43	4	2.90%	92.03%
44	0	0.00%	92.03%
45	4	2.90%	94.93%
46	0	0.00%	94.93%
47	2	1.45%	96.38%
48	3	2.17%	98.55%
49	1	0.72%	99.28%
50	1	0.72%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	138	100%	

DATA ANALYSIS:

Mean Speed:	39
Standard Deviation:	4
Standard error of the mean:	0.34
50th Percentile:	38
85th Percentile:	42
97th Percentile:	48
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	86.23%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 6

Street:	Bard Road			**From/To:**	San Juan Ave / Rose Ave
Survey date:	3/8/2022	**Day:**	Tuesday	**Hours:**	10:25-10:55 AM
Location of survey:	300 ft W of Rose Ave				

SPEED DATA						
50th Percentile Speed (mph)	37				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	40				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	32	**To**	41		**Justification**	**CVC 22358.8(a), school safety, keep existing**
Percentage of Vehicles in Pace	91%					**speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.13
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	11956
Traffic Control Type	Traffic signal / Stop sign

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3200
Vertical/Horizontal Alignment	Horizontal
Road Width	75'
Parking Restriction	Yes
No. Lanes and Median	2 /direction /raised & painted median
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	Controlled school crosswalk
Adjacent Land use	Residentail /Elementary

Comments Fred Williams Elementary School, School crosswalk (stop controlled)

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Bard Road
Location: 300 ft W of Rose Ave
Between: San Juan Ave / Rose Ave

Ref. # 6

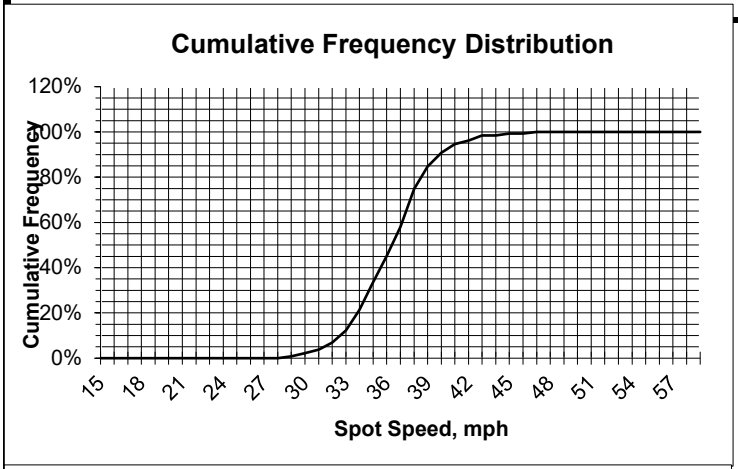
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:25-10:55 AM
Recorder: EY
Posted Speed: 35 mph
Remarks: School

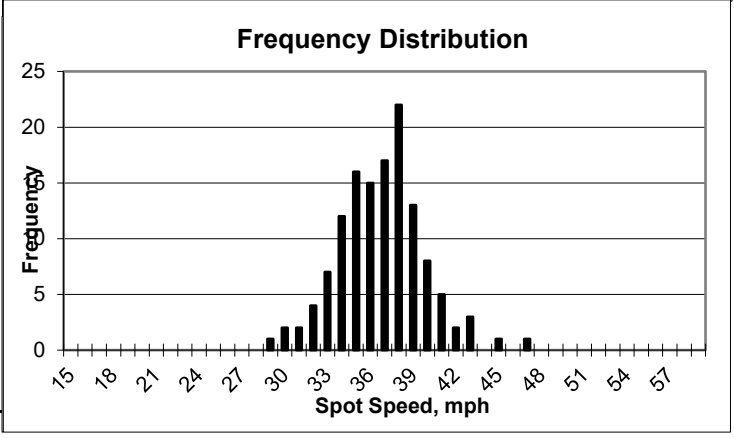
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	1	0.76%	0.76%
30	2	1.53%	2.29%
31	2	1.53%	3.82%
32	4	3.05%	6.87%
33	7	5.34%	12.21%
34	12	9.16%	21.37%
35	16	12.21%	33.59%
36	15	11.45%	45.04%
37	17	12.98%	58.02%
38	22	16.79%	74.81%
39	13	9.92%	84.73%
40	8	6.11%	90.84%
41	5	3.82%	94.66%
42	2	1.53%	96.18%
43	3	2.29%	98.47%
44	0	0.00%	98.47%
45	1	0.76%	99.24%
46	0	0.00%	99.24%
47	1	0.76%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	131	100%	

DATA ANALYSIS:

Mean Speed:	37		
Standard Deviation:	3		
Standard error of the mean:	0.26		
50th Percentile:	37		
85th Percentile:	40		
97th Percentile:	43		
10 Mile Pace:	32	to	41
% of Samples in 10-Mile Pace:	90.84%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 7

Street:	Bard Road				**From/To:**	Rose Ave / Pleasant Valley Rd	
Survey date:	6/28/2022	**Day:**	Tuesday		**Hours:**	3:30 - 4:00p	
Location of survey:	e/w/o Simpson						
SPEED DATA							
50th Percentile Speed (mph)	36					**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	39					**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	32	**To**	41			**Justification**	**CVC 22358.6, Oxnard City College traffic**
Percentage of Vehicles in Pace	91%						**safety**
COLLISION HISTORY (2017-2019)							
Number of Years	3 years						
Total Collisions (Midblock)	0						
No. with Speed violations	0						
Predominant type							
Collision Rate (ACC/MVM)	0.00						
Expected Collision Rate (ACC/MVM)	0.90						
TRAFFIC FACTORS							
Average Daily Traffic	9500						
Traffic Control Type	Traffic signal /Stop sign						
ROADWAY CHARACTERISTICS							
Segment Length (Feet)	2250						
Vertical/Horizontal Alignment	Horizontal						
Road Width	75'						
Parking Restriction	Yes						
No. Lanes and Median	2 /direction /Raised						
Improvement (SW, C & G)	Yes						
Bicycle lanes/Type	Class II						
Crosswalks/Type							
Adjacent Land use	Residential /city college						
Comments	Oxnard city college						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Bard Road
Location: e/w/o Simpson
Between: Rose Ave / Pleasant Valley Rd

Ref. # 7

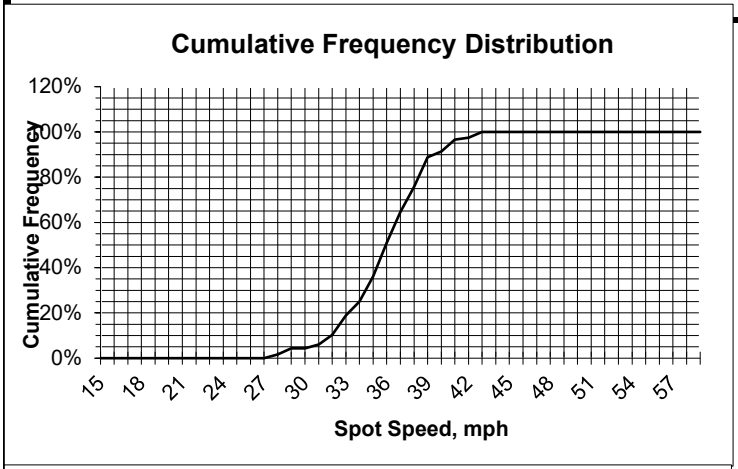
Date: 6/28/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:30 - 4:00p
Recorder: AY
Posted Speed: 35 mph
Remarks: Oxnard City College

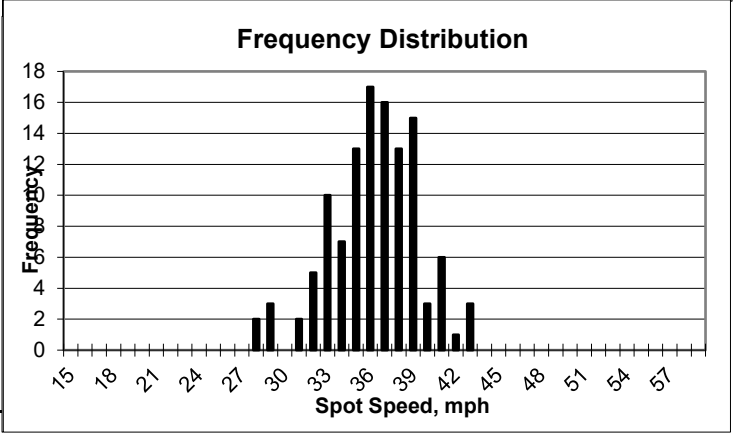
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	2	1.72%	1.72%
29	3	2.59%	4.31%
30	0	0.00%	4.31%
31	2	1.72%	6.03%
32	5	4.31%	10.34%
33	10	8.62%	18.97%
34	7	6.03%	25.00%
35	13	11.21%	36.21%
36	17	14.66%	50.86%
37	16	13.79%	64.66%
38	13	11.21%	75.86%
39	15	12.93%	88.79%
40	3	2.59%	91.38%
41	6	5.17%	96.55%
42	1	0.86%	97.41%
43	3	2.59%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	116	100%	

DATA ANALYSIS:

Mean Speed:	36		
Standard Deviation:	3		
Standard error of the mean:	0.28		
50th Percentile:	36		
85th Percentile:	39		
97th Percentile:	42		
10 Mile Pace:	32	to	41
% of Samples in 10-Mile Pace:	90.52%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 8

Street:	C Street			**From/To:**	Pleasant Valley Rd / Bard Rd		
Survey date:	4/26/2022	**Day:**	Tuesday	**Hours:**	1:45 - 2:25P	0	0
Location of survey:	n/o Van Ness Ave						

SPEED DATA						
50th Percentile Speed (mph)	33				**Existing Speed Zone**	**25 mph**
85th Percentile Speed (mph)	37				**Proposed Speed Zone**	**25 mph**
10 mph Pace Speed (mph)	28	**To**	37		**Justification**	**22358.8(a), school safety, keep existing speed limit**
Percentage of Vehicles in Pace	78%					

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.52
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	8000
Traffic Control Type	Traffic signal /Stop
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2300
Vertical/Horizontal Alignment	None
Road Width	48'
Parking Restriction	None
No. Lanes and Median	1 /direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	Uncontrolled school crosswalk
Adjacent Land use	School /Commercial /Residential

Comments Hueneme High /uncontrolled school crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: C Street
Location: n/o Van Ness Ave
Between: Pleasant Valley Rd / Bard Rd

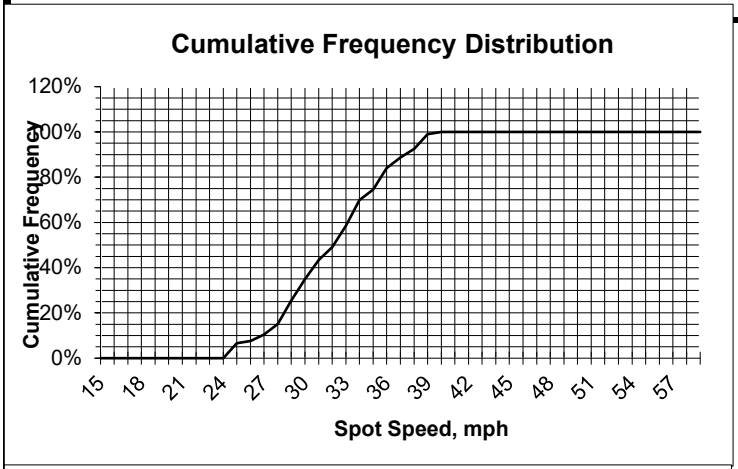
Ref. # 8

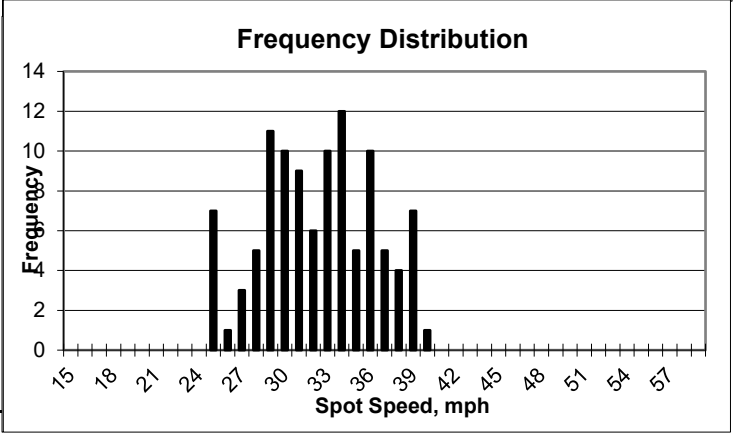
Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:45 - 2:25P
Recorder: AY
Posted Speed: 25 mph
Remarks: Hueneme Hgh School

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	7	6.60%	6.60%
26	1	0.94%	7.55%
27	3	2.83%	10.38%
28	5	4.72%	15.09%
29	11	10.38%	25.47%
30	10	9.43%	34.91%
31	9	8.49%	43.40%
32	6	5.66%	49.06%
33	10	9.43%	58.49%
34	12	11.32%	69.81%
35	5	4.72%	74.53%
36	10	9.43%	83.96%
37	5	4.72%	88.68%
38	4	3.77%	92.45%
39	7	6.60%	99.06%
40	1	0.94%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	106	100%	

DATA ANALYSIS:

Mean Speed:	32
Standard Deviation:	4
Standard error of the mean:	0.39
50th Percentile:	33
85th Percentile:	37
97th Percentile:	39
10 Mile Pace:	28 to 37
% of Samples in 10-Mile Pace:	78.30%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 9

Street:	C Street			**From/To:**	Bard Rd / Channel Islands		
Survey date:	4/26/2022	**Day:**	Tuesday	**Hours:**	1:45 - 2:25P	0	0
Location of survey:	at Willow St						

SPEED DATA						
50th Percentile Speed (mph)	33				**Existing Speed Zone**	**25 mph**
85th Percentile Speed (mph)	38				**Proposed Speed Zone**	**25 mph**
10 mph Pace Speed (mph)	26	**To**	35		**Justification**	**CV 22358.8(a), school safety, keep existing**
Percentage of Vehicles in Pace	76%					**speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.11
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	18983
Traffic Control Type	Traffic signal /Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4665
Vertical/Horizontal Alignment	Horizontal
Road Width	50'
Parking Restriction	None
No. Lanes and Median	1 /direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /school /city park

Comments Green Jr.High /City park /uncontrolled school crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: C Street
Location: at Willow St
Between: Bard Rd / Channel Islands

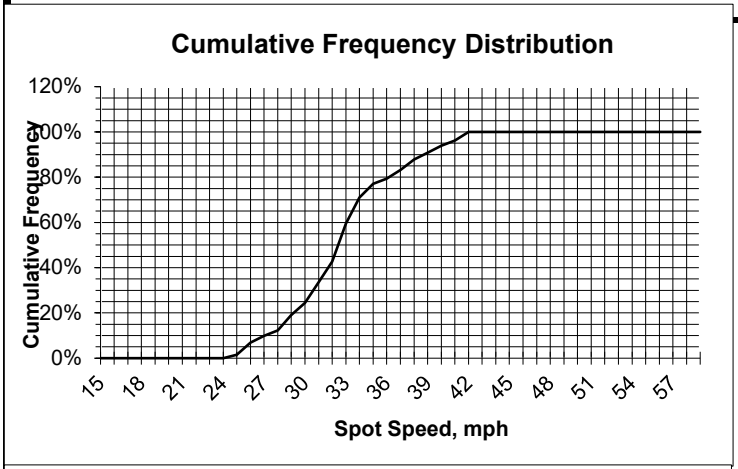
Ref. # 9

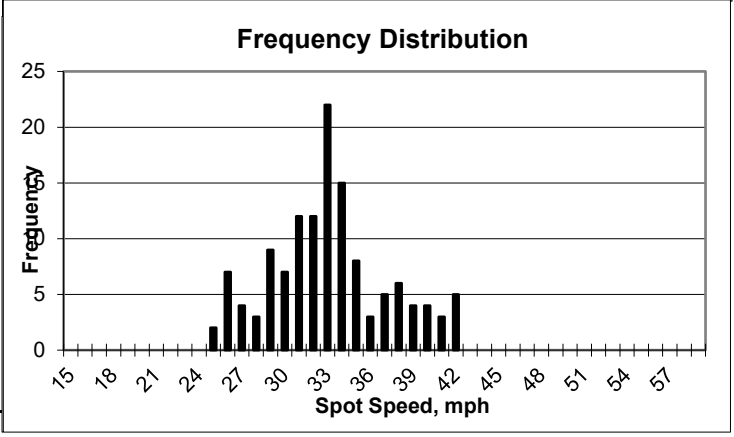
Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:45 - 2:25P
Recorder: EY
Posted Speed: 25 mph
Remarks: Green Jr. High, City Park

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	2	1.53%	1.53%
26	7	5.34%	6.87%
27	4	3.05%	9.92%
28	3	2.29%	12.21%
29	9	6.87%	19.08%
30	7	5.34%	24.43%
31	12	9.16%	33.59%
32	12	9.16%	42.75%
33	22	16.79%	59.54%
34	15	11.45%	70.99%
35	8	6.11%	77.10%
36	3	2.29%	79.39%
37	5	3.82%	83.21%
38	6	4.58%	87.79%
39	4	3.05%	90.84%
40	4	3.05%	93.89%
41	3	2.29%	96.18%
42	5	3.82%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	131	100%	

DATA ANALYSIS:

Mean Speed:	33
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	33
85th Percentile:	38
97th Percentile:	42
10 Mile Pace:	26 to 35
% of Samples in 10-Mile Pace:	75.57%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 10

Street:	C Street			**From/To:**	Channel Islands / Elm St		
Survey date:	3/8/2022	**Day:**	Tuesday	**Hours:**	11:02 - 11:32a	0	0
Location of survey:	at Juniper St						

SPEED DATA

50th Percentile Speed (mph)	33				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	37				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	28	**To**	37		**Justification**	**CVC 22358.8(a), school safety, keep existing**
Percentage of Vehicles in Pace	85%					**speed limit**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.16
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS

Average Daily Traffic	18983
Traffic Control Type	Traffic signal /Stop sign

ROADWAY CHARACTERISTICS

Segment Length (Feet)	3260
Vertical/Horizontal Alignment	None
Road Width	50'-60'
Parking Restriction	some near Channel Island
No. Lanes and Median	1 /direction /TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential /city park /school

Comments Residential /commercial /Santa Clara High /Rudolph Beck Memorial Park

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: C Street
Location: at Juniper St
Between: Channel Islands / Elm St

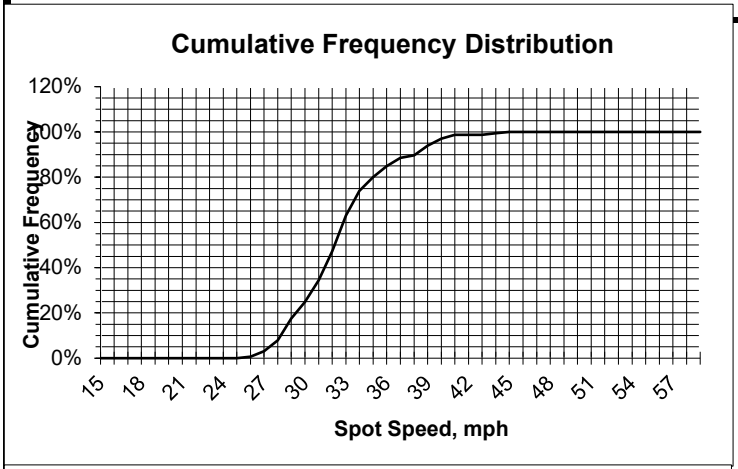
Ref. # 10

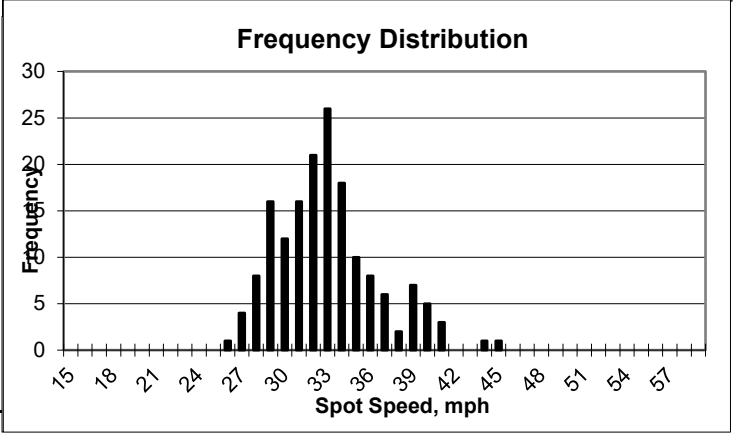
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:02 - 11:32a
Recorder: EY
Posted Speed: 30 mph
Remarks: Santa Clara High, city park

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.61%	0.61%
27	4	2.42%	3.03%
28	8	4.85%	7.88%
29	16	9.70%	17.58%
30	12	7.27%	24.85%
31	16	9.70%	34.55%
32	21	12.73%	47.27%
33	26	15.76%	63.03%
34	18	10.91%	73.94%
35	10	6.06%	80.00%
36	8	4.85%	84.85%
37	6	3.64%	88.48%
38	2	1.21%	89.70%
39	7	4.24%	93.94%
40	5	3.03%	96.97%
41	3	1.82%	98.79%
42	0	0.00%	98.79%
43	0	0.00%	98.79%
44	1	0.61%	99.39%
45	1	0.61%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	165	100%	

DATA ANALYSIS:

Mean Speed:	33
Standard Deviation:	4
Standard error of the mean:	0.31
50th Percentile:	33
85th Percentile:	37
97th Percentile:	41
10 Mile Pace:	28 to 37
% of Samples in 10-Mile Pace:	85.45%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 11

Street:	C Street			**From/To:**	Elm St / Wooley Rd
Survey date:	3/8/2022	**Day:**	Tuesday	**Hours:**	11:35AM-12:05PM
Location of survey:	200 ft S of Hill St				

SPEED DATA						
50th Percentile Speed (mph)	31				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	35				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	26	**To**	35		**Justification**	**CVC 22358.8(a), high collision rate, keep**
Percentage of Vehicles in Pace	87%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	6
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.95
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	13019
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2340
Vertical/Horizontal Alignment	None
Road Width	50'
Parking Restriction	None
No. Lanes and Median	1/ direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: C Street
Location: 200 ft S of Hill St
Between: Elm St / Wooley Rd

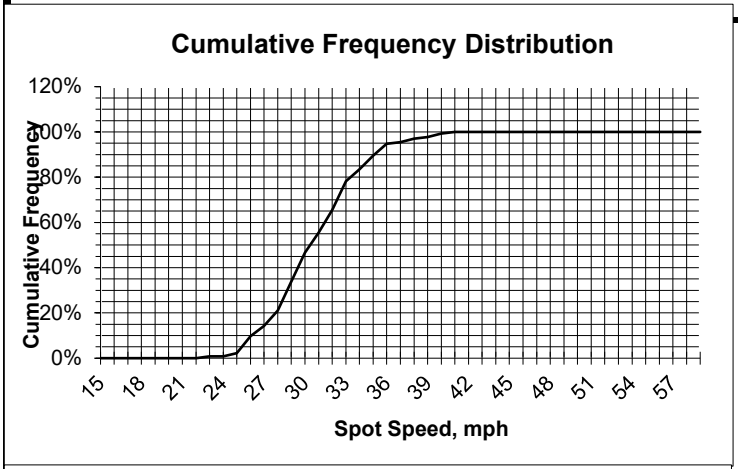
Ref. # 11

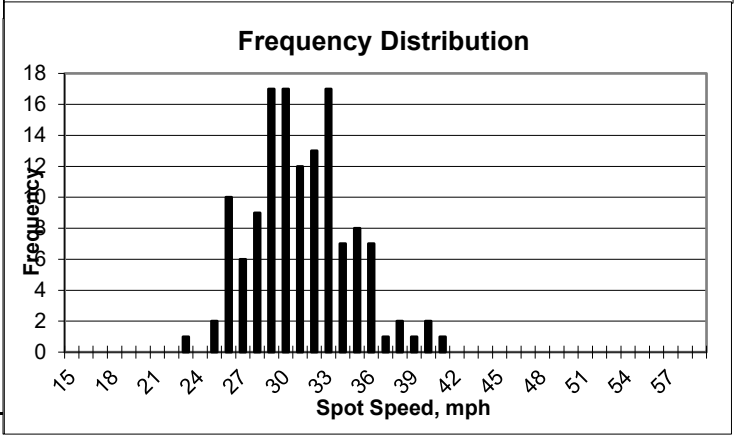
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:35AM-12:05PM
Recorder: EY
Posted Speed: 30 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	1	0.75%	0.75%
24	0	0.00%	0.75%
25	2	1.50%	2.26%
26	10	7.52%	9.77%
27	6	4.51%	14.29%
28	9	6.77%	21.05%
29	17	12.78%	33.83%
30	17	12.78%	46.62%
31	12	9.02%	55.64%
32	13	9.77%	65.41%
33	17	12.78%	78.20%
34	7	5.26%	83.46%
35	8	6.02%	89.47%
36	7	5.26%	94.74%
37	1	0.75%	95.49%
38	2	1.50%	96.99%
39	1	0.75%	97.74%
40	2	1.50%	99.25%
41	1	0.75%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	133	100%	

DATA ANALYSIS:

Mean Speed:	31
Standard Deviation:	3
Standard error of the mean:	0.26
50th Percentile:	31
85th Percentile:	35
97th Percentile:	39
10 Mile Pace:	26 to 35
% of Samples in 10-Mile Pace:	87.22%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 12

Street:	C Street			**From/To:**	Wooley Rd / Second St
Survey date:	3/8/2022	**Day:**	Tuesday	**Hours:**	12:10-12:40PM
Location of survey:	200 ft S of Sixth St				

SPEED DATA						
50th Percentile Speed (mph)	29				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	34				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	26	**To**	35		**Justification**	**CVC 22358.6, high collision rate, school**
Percentage of Vehicles in Pace	87%					**safety, keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	11
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	1.52
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	8260
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4230
Vertical/Horizontal Alignment	None
Road Width	50'-60'
Parking Restriction	Partial
No. Lanes and Median	1 /direction/ TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial

Comments Driffill Elementary school

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: C Street
Location: 200 ft S of Sixth St
Between: Wooley Rd / Second St

Ref. # 12

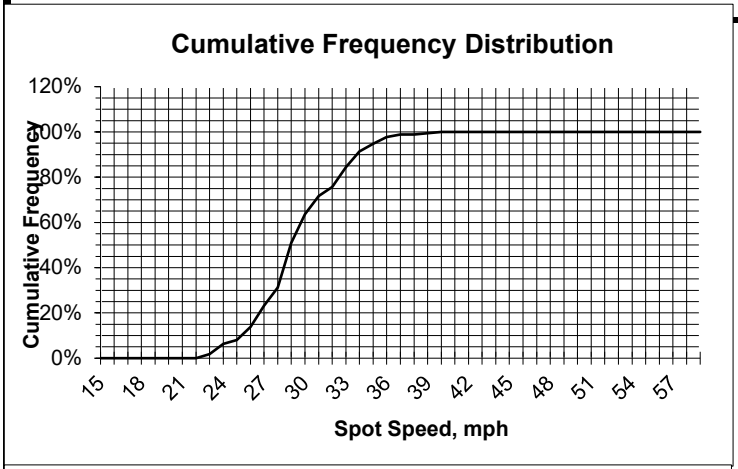
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 12:10-12:40PM
Recorder: EY
Posted Speed: 30 mph
Remarks: Driffill Elementary School

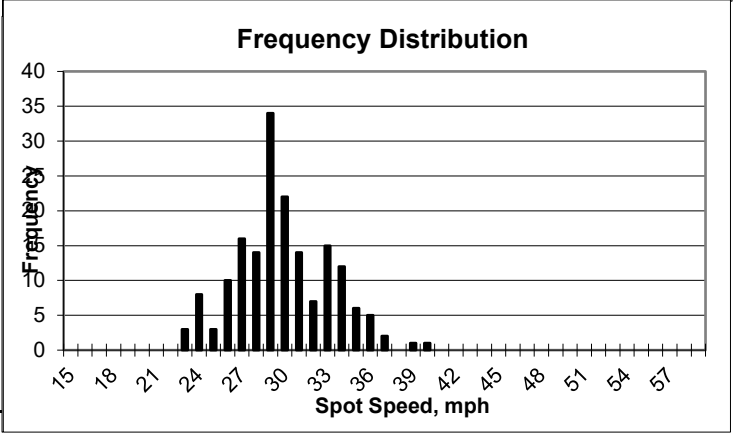
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	3	1.73%	1.73%
24	8	4.62%	6.36%
25	3	1.73%	8.09%
26	10	5.78%	13.87%
27	16	9.25%	23.12%
28	14	8.09%	31.21%
29	34	19.65%	50.87%
30	22	12.72%	63.58%
31	14	8.09%	71.68%
32	7	4.05%	75.72%
33	15	8.67%	84.39%
34	12	6.94%	91.33%
35	6	3.47%	94.80%
36	5	2.89%	97.69%
37	2	1.16%	98.84%
38	0	0.00%	98.84%
39	1	0.58%	99.42%
40	1	0.58%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	173	100%	

DATA ANALYSIS:

Mean Speed:	30		
Standard Deviation:	3		
Standard error of the mean:	0.23		
50th Percentile:	29		
85th Percentile:	34		
97th Percentile:	36		
10 Mile Pace:	26	to	35
% of Samples in 10-Mile Pace:	86.71%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 13

Street:	C Street			**From/To:**	Second St / Doris Ave
Survey date:	3/8/2022	**Day:**	Tuesday	**Hours:**	3:08-3:40PM
Location of survey:	at Palm Dr				

SPEED DATA						
50th Percentile Speed (mph)	31				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	35				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	27	**To**	36		**Justification**	**CVC 22358.8(a), city park, keep existing**
Percentage of Vehicles in Pace	83%					**speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.51
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	8260
Traffic Control Type	Traffic signal/ Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2300
Vertical/Horizontal Alignment	None
Road Width	50'-40'
Parking Restriction	Partial
No. Lanes and Median	1 /direction/ TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class III
Crosswalks/Type	
Adjacent Land use	Residential /Commercial /park

Comments Wilson Park

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: C Street
Location: at Palm Dr
Between: Second St / Doris Ave

Ref. # 13

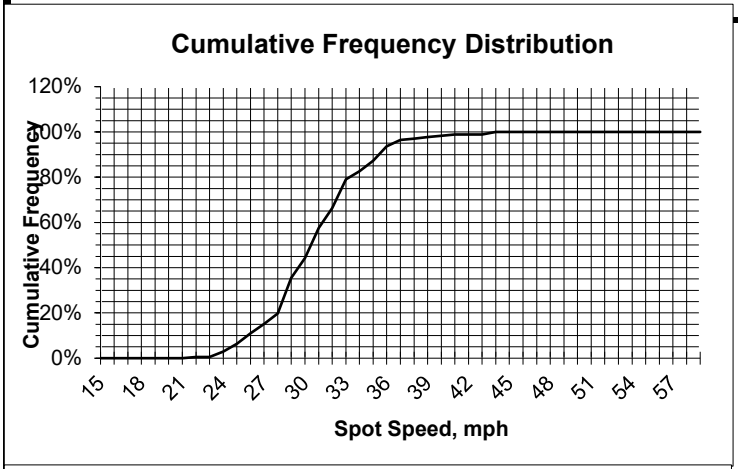
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:08-3:40PM
Recorder: EY
Posted Speed: 30 mph
Remarks: City park

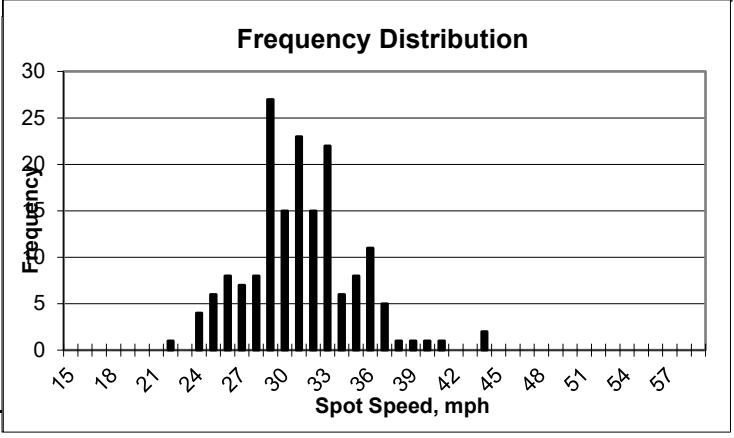
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	1	0.58%	0.58%
23	0	0.00%	0.58%
24	4	2.33%	2.91%
25	6	3.49%	6.40%
26	8	4.65%	11.05%
27	7	4.07%	15.12%
28	8	4.65%	19.77%
29	27	15.70%	35.47%
30	15	8.72%	44.19%
31	23	13.37%	57.56%
32	15	8.72%	66.28%
33	22	12.79%	79.07%
34	6	3.49%	82.56%
35	8	4.65%	87.21%
36	11	6.40%	93.60%
37	5	2.91%	96.51%
38	1	0.58%	97.09%
39	1	0.58%	97.67%
40	1	0.58%	98.26%
41	1	0.58%	98.84%
42	0	0.00%	98.84%
43	0	0.00%	98.84%
44	2	1.16%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	172	100%	

DATA ANALYSIS:

Mean Speed:	31		
Standard Deviation:	4		
Standard error of the mean:	0.3		
50th Percentile:	31		
85th Percentile:	35		
97th Percentile:	38		
10 Mile Pace:	27	to	36
% of Samples in 10-Mile Pace:	82.56%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 14

Street:	C Street			**From/To:**	Doris Ave / Glenwood Dr
Survey date:	3/8/2022	**Day:**	Tuesday	**Hours:**	2:35-3:05PM
Location of survey:	S of Robert Ave				

SPEED DATA						
50th Percentile Speed (mph)	32				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	35				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	28	**To**	37		**Justification**	**CVC 22358.8(a), school safety, keep existing**
Percentage of Vehicles in Pace	87%					**speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.52
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	8260
Traffic Control Type	Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2235
Vertical/Horizontal Alignment	None
Road Width	40'
Parking Restriction	None
No. Lanes and Median	1/ direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class III
Crosswalks/Type	Uncontrolled school crosswalk
Adjacent Land use	Residential

Comments Uncontrolled school crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: C Street
Location: S of Robert Ave
Between: Doris Ave / Glenwood Dr

Ref. # 14

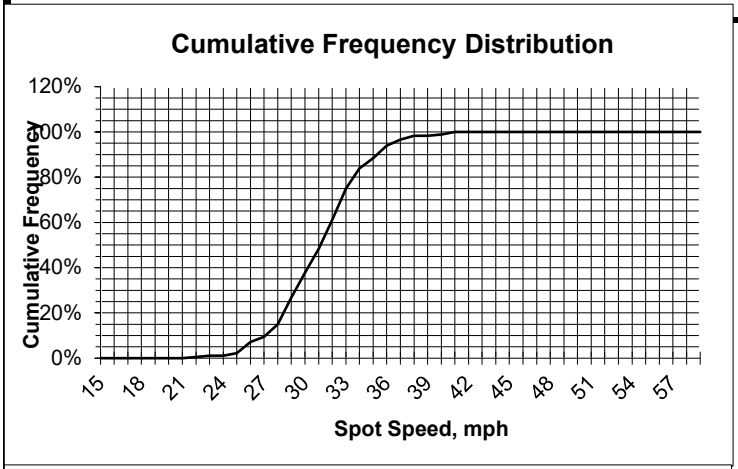
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:35-3:05PM
Recorder: EY
Posted Speed: 30 mph
Remarks:

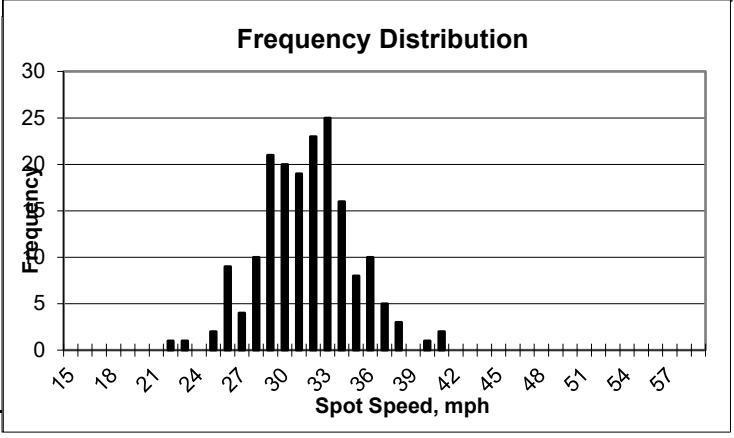
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	1	0.56%	0.56%
23	1	0.56%	1.11%
24	0	0.00%	1.11%
25	2	1.11%	2.22%
26	9	5.00%	7.22%
27	4	2.22%	9.44%
28	10	5.56%	15.00%
29	21	11.67%	26.67%
30	20	11.11%	37.78%
31	19	10.56%	48.33%
32	23	12.78%	61.11%
33	25	13.89%	75.00%
34	16	8.89%	83.89%
35	8	4.44%	88.33%
36	10	5.56%	93.89%
37	5	2.78%	96.67%
38	3	1.67%	98.33%
39	0	0.00%	98.33%
40	1	0.56%	98.89%
41	2	1.11%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	180	100%	

DATA ANALYSIS:

Mean Speed:	32		
Standard Deviation:	3		
Standard error of the mean:	0.22		
50th Percentile:	32		
85th Percentile:	35		
97th Percentile:	38		
10 Mile Pace:	28	to	37
% of Samples in 10-Mile Pace:	87.22%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 15

Street:	C Street			**From/To:**	Glenwood Dr / Gonzales Rd	
Survey date:	3/8/2022	**Day:**	Tuesday	**Hours:**	2:00-2:30PM	
Location of survey:	at Ivywood Dr					
SPEED DATA						
50th Percentile Speed (mph)	32				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	35				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	27	**To**	36		**Justification**	
Percentage of Vehicles in Pace	89%					**CVC 22358.8(a), keep existing speed limit**
COLLISION HISTORY (2017-2019)						
Number of Years	3 years					
Total Collisions (Midblock)	1					
No. with Speed violations	0					
Predominant type						
Collision Rate (ACC/MVM)	0.31					
Expected Collision Rate (ACC/MVM)	0.82					
TRAFFIC FACTORS						
Average Daily Traffic	8260					
Traffic Control Type	Traffic signal /stop sign					
ROADWAY CHARACTERISTICS						
Segment Length (Feet)	1860					
Vertical/Horizontal Alignment	None					
Road Width	40'					
Parking Restriction	None					
No. Lanes and Median	1 /direction					
Improvement (SW, C & G)	Yes					
Bicycle lanes/Type	Class III					
Crosswalks/Type						
Adjacent Land use	Residential					
Comments						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: C Street
Location: at Ivywood Dr
Between: Glenwood Dr / Gonzales Rd

Ref. # 15

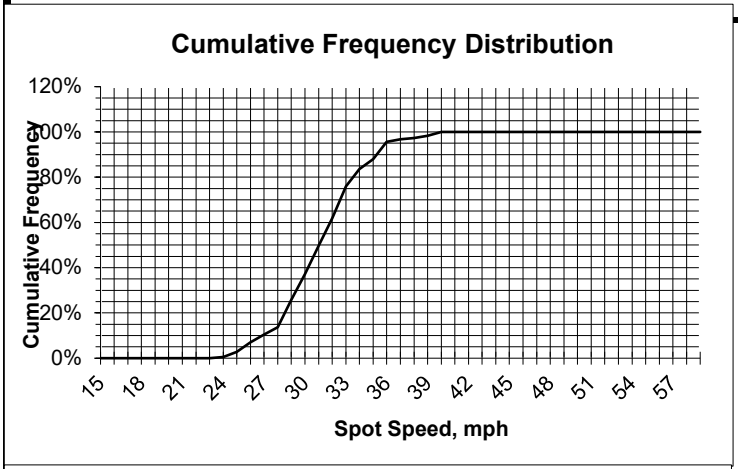
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:00-2:30PM
Recorder: EY
Posted Speed: 30 mph
Remarks:

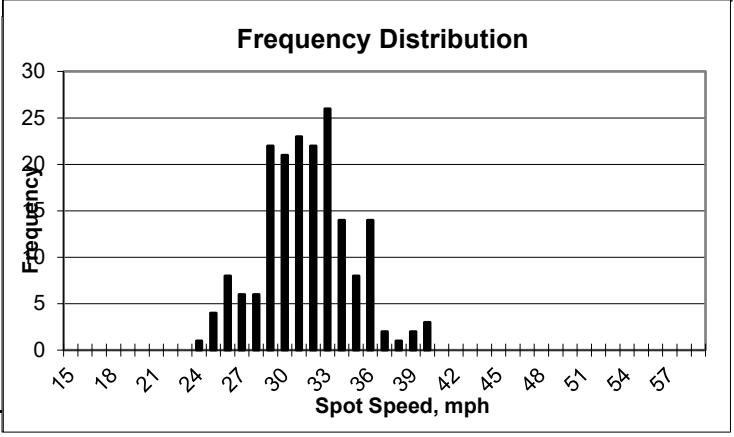
30 mph
CVC 22358.8(a), keep existing speed limit

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.55%	0.55%
25	4	2.19%	2.73%
26	8	4.37%	7.10%
27	6	3.28%	10.38%
28	6	3.28%	13.66%
29	22	12.02%	25.68%
30	21	11.48%	37.16%
31	23	12.57%	49.73%
32	22	12.02%	61.75%
33	26	14.21%	75.96%
34	14	7.65%	83.61%
35	8	4.37%	87.98%
36	14	7.65%	95.63%
37	2	1.09%	96.72%
38	1	0.55%	97.27%
39	2	1.09%	98.36%
40	3	1.64%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	183	100%	

DATA ANALYSIS:

Mean Speed:	32
Standard Deviation:	3
Standard error of the mean:	0.22
50th Percentile:	32
85th Percentile:	35
97th Percentile:	38
10 Mile Pace:	27 to 36
% of Samples in 10-Mile Pace:	88.52%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 16

Street:	C Street			**From/To:**	Gonzales Rd / Citrus Grove Ln
Survey date:	3/8/2022	**Day:**	Tuesday	**Hours:**	12:45-1:00PM / 3:43-4:00PM
Location of survey:	350' n/o Gonzales Rd				

SPEED DATA						
50th Percentile Speed (mph)	29				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	33				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	25	**To**	34		**Justification**	
Percentage of Vehicles in Pace	87%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	1.62
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	8260
Traffic Control Type	Traffic signal /Stop sign

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	720
Vertical/Horizontal Alignment	None
Road Width	64'
Parking Restriction	Yes
No. Lanes and Median	1 /direction /TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: C St / Citrus Grove
Location: 350' n/o Gonzales Rd
Between: Gonzales Rd / Citrus Grove Ln

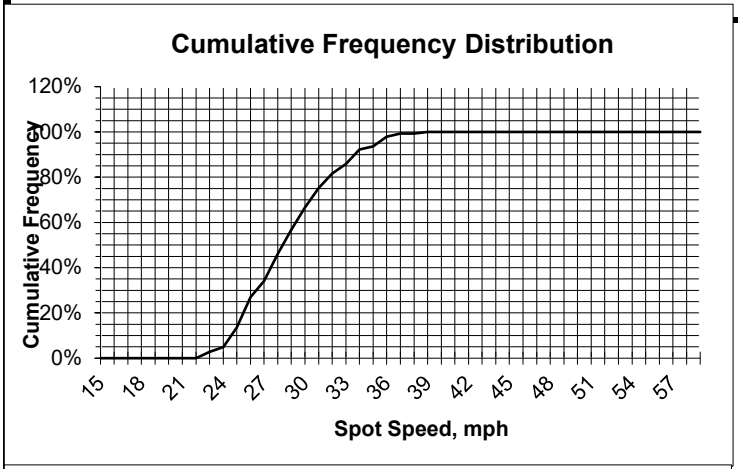
Ref. # 16

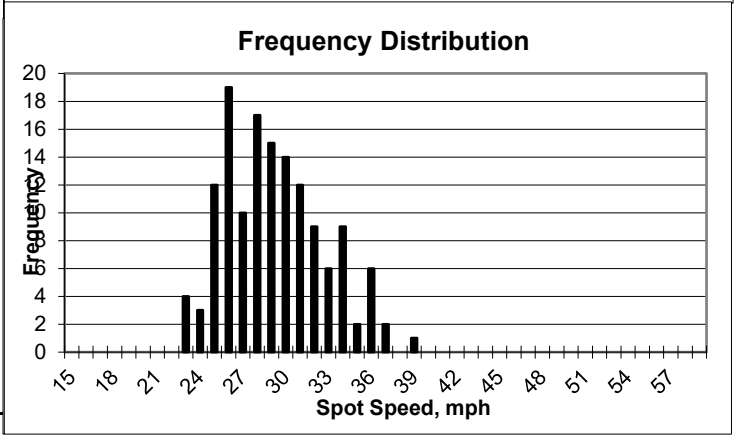
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 12:45-1:00PM / 3:43-4:00PM
Recorder: EY
Posted Speed: 30 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	4	2.84%	2.84%
24	3	2.13%	4.96%
25	12	8.51%	13.48%
26	19	13.48%	26.95%
27	10	7.09%	34.04%
28	17	12.06%	46.10%
29	15	10.64%	56.74%
30	14	9.93%	66.67%
31	12	8.51%	75.18%
32	9	6.38%	81.56%
33	6	4.26%	85.82%
34	9	6.38%	92.20%
35	2	1.42%	93.62%
36	6	4.26%	97.87%
37	2	1.42%	99.29%
38	0	0.00%	99.29%
39	1	0.71%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	141	100%	

DATA ANALYSIS:

Mean Speed:	29
Standard Deviation:	3
Standard error of the mean:	0.25
50th Percentile:	29
85th Percentile:	33
97th Percentile:	36
10 Mile Pace:	25 to 34
% of Samples in 10-Mile Pace:	87.23%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 17

Street:	Citrus Grove			**From/To:**	C St / Oxnard Bl		
Survey date:	6/29/2022	**Day:**	Wednesday	**Hours:**	10:30 - 11:10 A	0	0
Location of survey:	500' w/o Oxnard Bl						

SPEED DATA						
50th Percentile Speed (mph)	29				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	33				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	25	**To**	34		**Justification**	
Percentage of Vehicles in Pace	93%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	4000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1130
Vertical/Horizontal Alignment	None
Road Width	38'
Parking Restriction	Yes
No. Lanes and Median	1/ direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Citrus Grove
Location: 500' w/o Oxnard Bl
Between: C St / Oxnard Bl

Ref. # 17

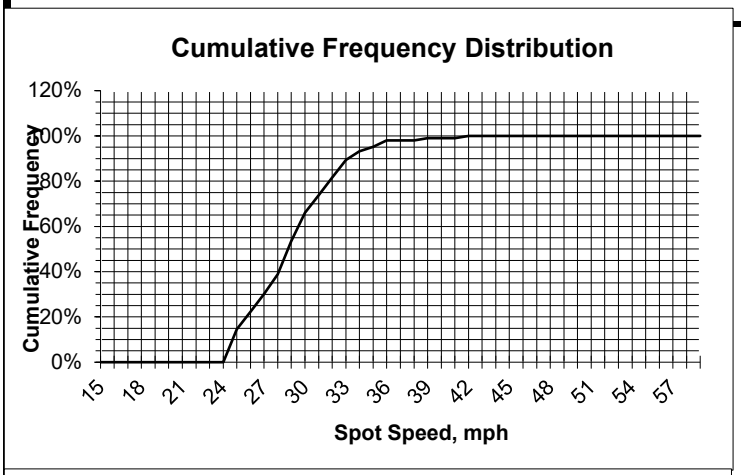
Date: 6/29/2022 **Day:** Wednesday
Weather: Clear
Hours: 10:30 - 11:10 A
Recorder: AY
Posted Speed: 30 mph
Remarks:

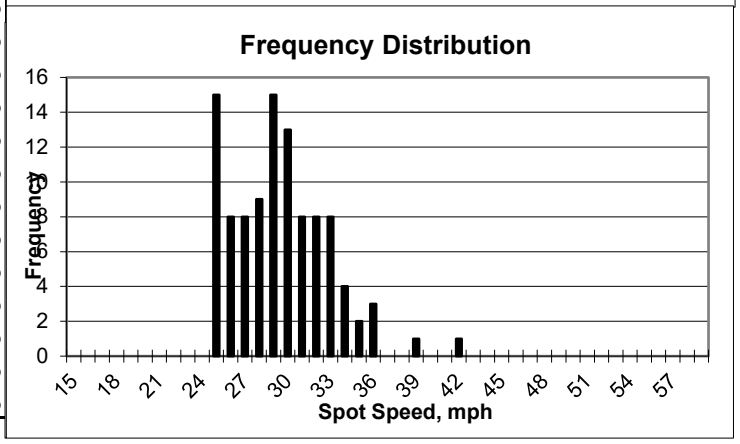
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	15	14.56%	14.56%
26	8	7.77%	22.33%
27	8	7.77%	30.10%
28	9	8.74%	38.83%
29	15	14.56%	53.40%
30	13	12.62%	66.02%
31	8	7.77%	73.79%
32	8	7.77%	81.55%
33	8	7.77%	89.32%
34	4	3.88%	93.20%
35	2	1.94%	95.15%
36	3	2.91%	98.06%
37	0	0.00%	98.06%
38	0	0.00%	98.06%
39	1	0.97%	99.03%
40	0	0.00%	99.03%
41	0	0.00%	99.03%
42	1	0.97%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	103	100%	

DATA ANALYSIS:

Mean Speed:	30
Standard Deviation:	3
Standard error of the mean:	0.3
50th Percentile:	29
85th Percentile:	33
97th Percentile:	36
10 Mile Pace:	25 to 34
% of Samples in 10-Mile Pace:	93.20%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 18

Street:	Camino Del Sol			**From/To:**	Entrada Dr / Rose Ave
Survey date:	3/25/2022	**Day:**	Friday	**Hours:**	9:55-10:40AM
Location of survey:	at Village of San Miguel				

SPEED DATA						
50th Percentile Speed (mph)	39				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	45				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	32	**To**	41		**Justification**	
Percentage of Vehicles in Pace	73%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.47
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal /Stop sign

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4370
Vertical/Horizontal Alignment	Horizontal
Road Width	80'-92'
Parking Restriction	Yes
No. Lanes and Median	2/ direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Park

Comments Del Sol Park

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Camino Del Sol
Location: at Village of San Miguel
Between: Entrada Dr / Rose Ave

Ref. # 18

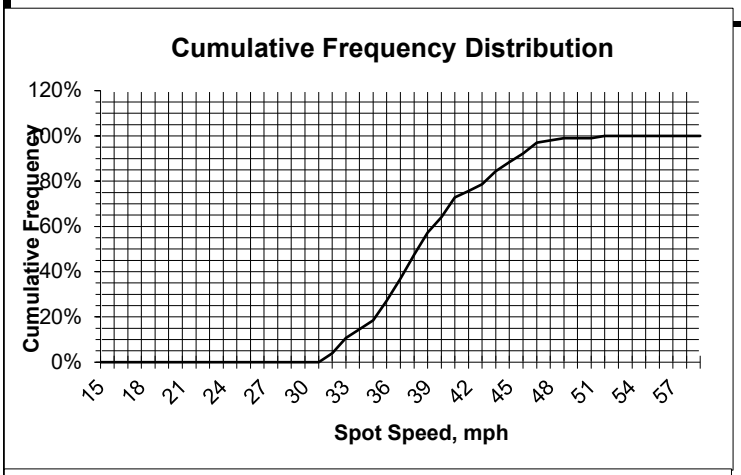
Date: 3/25/2022 **Day:** Friday
Weather: Clear
Hours: 9:55-10:40AM
Recorder: EY
Posted Speed: 45 mph
Remarks:

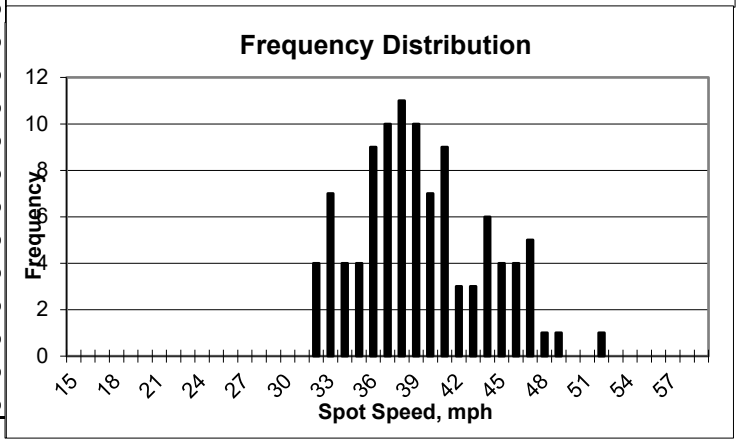
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	4	3.88%	3.88%
33	7	6.80%	10.68%
34	4	3.88%	14.56%
35	4	3.88%	18.45%
36	9	8.74%	27.18%
37	10	9.71%	36.89%
38	11	10.68%	47.57%
39	10	9.71%	57.28%
40	7	6.80%	64.08%
41	9	8.74%	72.82%
42	3	2.91%	75.73%
43	3	2.91%	78.64%
44	6	5.83%	84.47%
45	4	3.88%	88.35%
46	4	3.88%	92.23%
47	5	4.85%	97.09%
48	1	0.97%	98.06%
49	1	0.97%	99.03%
50	0	0.00%	99.03%
51	0	0.00%	99.03%
52	1	0.97%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	103	100%	

DATA ANALYSIS:

Mean Speed:	39		
Standard Deviation:	4		
Standard error of the mean:	0.39		
50th Percentile:	39		
85th Percentile:	45		
97th Percentile:	47		
10 Mile Pace:	32	to	41
% of Samples in 10-Mile Pace:	72.82%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 19

Street:	Camino Del Sol			**From/To:**	Rose Ave / Lombard St
Survey date:	3/25/2022	**Day:**	Friday	**Hours:**	10:45-11:15Am
Location of survey:	300 ft W of Gibraltar St				

SPEED DATA						
50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	49				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	76%					**CVC 22358.6, high collision rate**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	6
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.98
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	9000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3280
Vertical/Horizontal Alignment	None
Road Width	64'-80'
Parking Restriction	Yes
No. Lanes and Median	2/ direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Industrial /Farm

Comments Proposed high school site / Del Sol High school

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Camino Del Sol
Location: 300 ft W of Gibraltar St
Between: Rose Ave / Lombard St

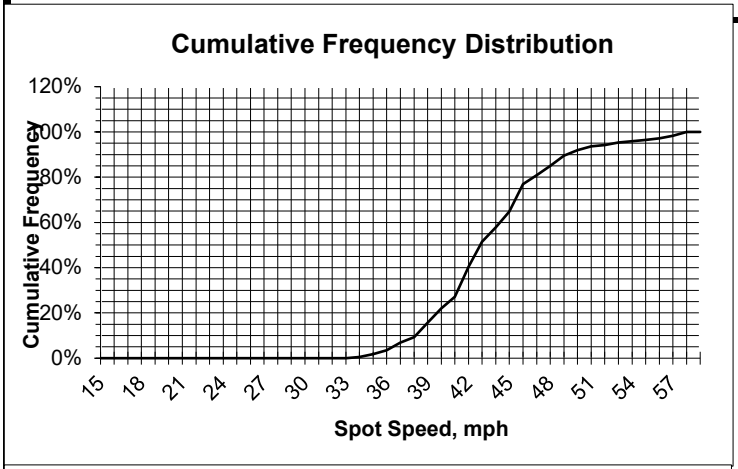
Ref. # 19

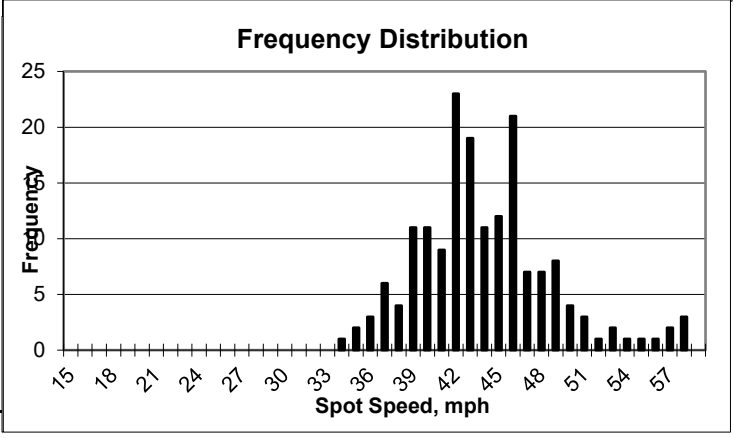
Date: 3/25/2022 **Day:** Friday
Weather: Clear
Hours: 10:45-11:15Am
Recorder: EY
Posted Speed: 45 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	1	0.58%	0.58%
35	2	1.16%	1.73%
36	3	1.73%	3.47%
37	6	3.47%	6.94%
38	4	2.31%	9.25%
39	11	6.36%	15.61%
40	11	6.36%	21.97%
41	9	5.20%	27.17%
42	23	13.29%	40.46%
43	19	10.98%	51.45%
44	11	6.36%	57.80%
45	12	6.94%	64.74%
46	21	12.14%	76.88%
47	7	4.05%	80.92%
48	7	4.05%	84.97%
49	8	4.62%	89.60%
50	4	2.31%	91.91%
51	3	1.73%	93.64%
52	1	0.58%	94.22%
53	2	1.16%	95.38%
54	1	0.58%	95.95%
55	1	0.58%	96.53%
56	1	0.58%	97.11%
57	2	1.16%	98.27%
58	3	1.73%	100.00%
59	0	0.00%	100.00%
Total:	173	100%	

DATA ANALYSIS:

Mean Speed:	44
Standard Deviation:	5
Standard error of the mean:	0.38
50th Percentile:	43
85th Percentile:	49
97th Percentile:	56
10 Mile Pace:	39 to 48
% of Samples in 10-Mile Pace:	75.72%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 20

Street:	Camino Del Sol			**From/To:**	Lombard St / Rice Ave
Survey date:	3/22/2022	**Day:**	Friday	**Hours:**	11:18-11:45AM
Location of survey:	at Graves Ave				

SPEED DATA						
50th Percentile Speed (mph)	44				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	77%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.20
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	12000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2000
Vertical/Horizontal Alignment	None
Road Width	82'
Parking Restriction	Yes
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Camino Del Sol
Location: at Graves Ave
Between: Lombard St / Rice Ave

Ref. # 20

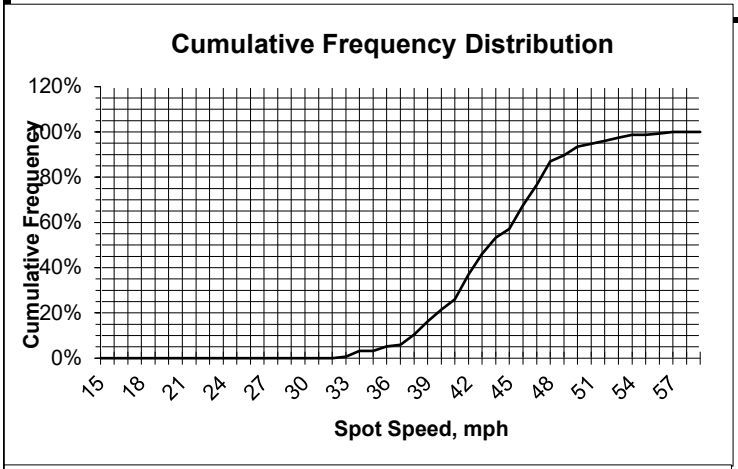
Date: 3/22/2022 **Day:** Friday
Weather: Clear
Hours: 11:18-11:45AM
Recorder: EY
Posted Speed: 45 mph
Remarks:

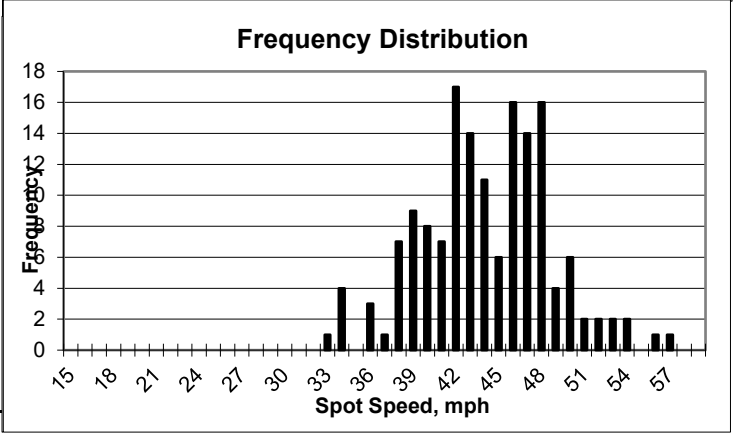
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	1	0.65%	0.65%
34	4	2.60%	3.25%
35	0	0.00%	3.25%
36	3	1.95%	5.19%
37	1	0.65%	5.84%
38	7	4.55%	10.39%
39	9	5.84%	16.23%
40	8	5.19%	21.43%
41	7	4.55%	25.97%
42	17	11.04%	37.01%
43	14	9.09%	46.10%
44	11	7.14%	53.25%
45	6	3.90%	57.14%
46	16	10.39%	67.53%
47	14	9.09%	76.62%
48	16	10.39%	87.01%
49	4	2.60%	89.61%
50	6	3.90%	93.51%
51	2	1.30%	94.81%
52	2	1.30%	96.10%
53	2	1.30%	97.40%
54	2	1.30%	98.70%
55	0	0.00%	98.70%
56	1	0.65%	99.35%
57	1	0.65%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	154	100%	

DATA ANALYSIS:

Mean Speed:	44
Standard Deviation:	5
Standard error of the mean:	0.4
50th Percentile:	44
85th Percentile:	48
97th Percentile:	53
10 Mile Pace:	39 to 48
% of Samples in 10-Mile Pace:	76.62%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 21

Street:	Camino Del Sol			**From/To:**	Rice Ave / Kinetic Dr
Survey date:	3/25/2022	**Day:**	Friday	**Hours:**	11:50AM-12:20PM
Location of survey:	at Elevar St				

SPEED DATA						
50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	38	**To**	47		**Justification**	
Percentage of Vehicles in Pace	78%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.72
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2880
Vertical/Horizontal Alignment	Horizontal
Road Width	94'
Parking Restriction	Yes
No. Lanes and Median	2/ direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Camino Del Sol
Location: at Elevar St
Between: Rice Ave / Kinetic Dr

Ref. # 21

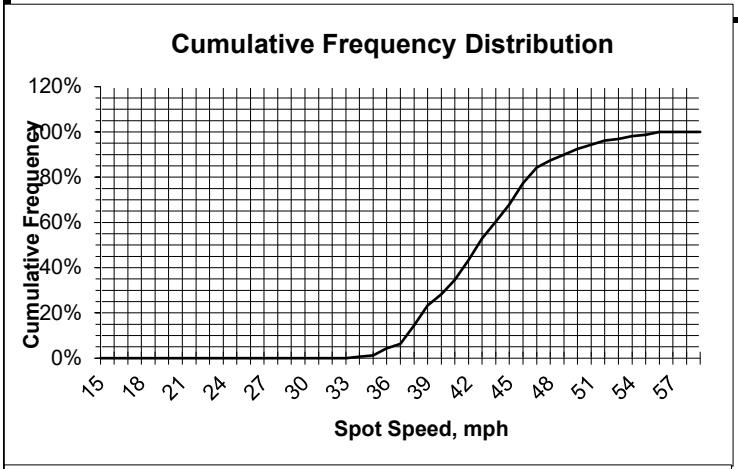
Date: 3/25/2022 **Day:** Friday
Weather: Clear
Hours: 11:50AM-12:20PM
Recorder: EY
Posted Speed: 45 mph
Remarks:

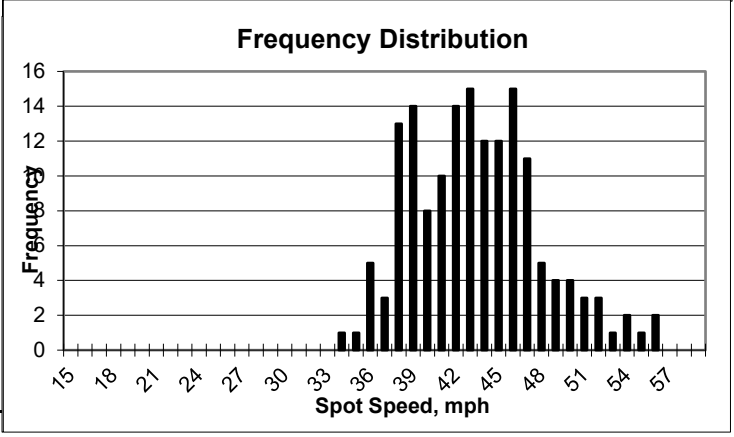
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	1	0.63%	0.63%
35	1	0.63%	1.26%
36	5	3.14%	4.40%
37	3	1.89%	6.29%
38	13	8.18%	14.47%
39	14	8.81%	23.27%
40	8	5.03%	28.30%
41	10	6.29%	34.59%
42	14	8.81%	43.40%
43	15	9.43%	52.83%
44	12	7.55%	60.38%
45	12	7.55%	67.92%
46	15	9.43%	77.36%
47	11	6.92%	84.28%
48	5	3.14%	87.42%
49	4	2.52%	89.94%
50	4	2.52%	92.45%
51	3	1.89%	94.34%
52	3	1.89%	96.23%
53	1	0.63%	96.86%
54	2	1.26%	98.11%
55	1	0.63%	98.74%
56	2	1.26%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	159	100%	

DATA ANALYSIS:

Mean Speed:	43
Standard Deviation:	5
Standard error of the mean:	0.4
50th Percentile:	43
85th Percentile:	48
97th Percentile:	54
10 Mile Pace:	38 to 47
% of Samples in 10-Mile Pace:	77.99%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 22

Street:	Camino Del Sol			**From/To:**	Kinetic Dr / Del Norte Bl		
Survey date:	4/19/2022	**Day:**	Tuesday	**Hours:**	11:50AM-12:20PM	0	0
Location of survey:	btw Kinetic and Del Norte						

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	47				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	38	**To**	47		**Justification**	
Percentage of Vehicles in Pace	71%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.53
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1830
Vertical/Horizontal Alignment	Horizontal
Road Width	94'
Parking Restriction	Yes
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Camino Del Sol
Location: btw Kinetic and Del Norte
Between: Kinetic Dr / Del Norte Bl

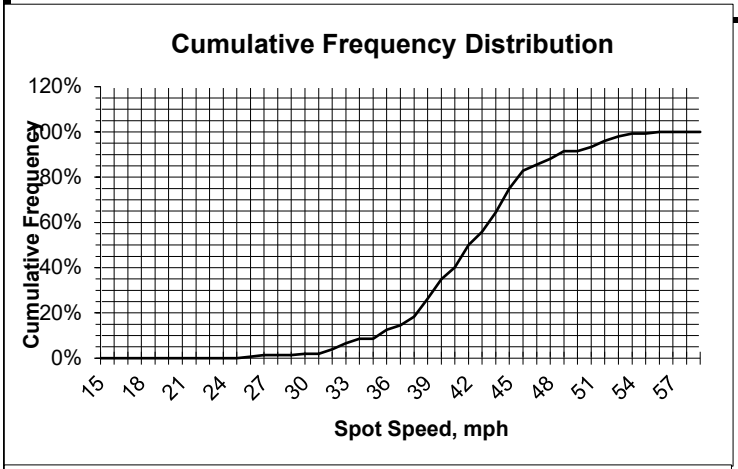
Ref. # 22

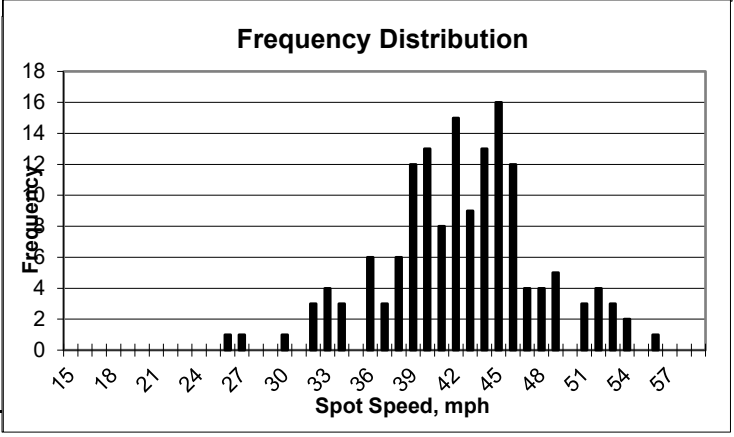
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:50AM-12:20PM
Recorder: EY
Posted Speed: 45 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.66%	0.66%
27	1	0.66%	1.32%
28	0	0.00%	1.32%
29	0	0.00%	1.32%
30	1	0.66%	1.97%
31	0	0.00%	1.97%
32	3	1.97%	3.95%
33	4	2.63%	6.58%
34	3	1.97%	8.55%
35	0	0.00%	8.55%
36	6	3.95%	12.50%
37	3	1.97%	14.47%
38	6	3.95%	18.42%
39	12	7.89%	26.32%
40	13	8.55%	34.87%
41	8	5.26%	40.13%
42	15	9.87%	50.00%
43	9	5.92%	55.92%
44	13	8.55%	64.47%
45	16	10.53%	75.00%
46	12	7.89%	82.89%
47	4	2.63%	85.53%
48	4	2.63%	88.16%
49	5	3.29%	91.45%
50	0	0.00%	91.45%
51	3	1.97%	93.42%
52	4	2.63%	96.05%
53	3	1.97%	98.03%
54	2	1.32%	99.34%
55	0	0.00%	99.34%
56	1	0.66%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	152	100%	

DATA ANALYSIS:

Mean Speed:	42
Standard Deviation:	5
Standard error of the mean:	0.41
50th Percentile:	42
85th Percentile:	47
97th Percentile:	53
10 Mile Pace:	38 to 47
% of Samples in 10-Mile Pace:	71.05%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 23

Street:	Channel Islands Blvd			**From/To:**	Harbor Bl / Victoria Ave		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	1:50-2:10PM	0	0
Location of survey:	at Peninsula Rd						

SPEED DATA						
50th Percentile Speed (mph)	40				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	45				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	35	**To**	44		**Justification**	
Percentage of Vehicles in Pace	78%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.26
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	20563
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2670
Vertical/Horizontal Alignment	None
Road Width	86'
Parking Restriction	Yes
No. Lanes and Median	2/ direction/ raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Channel Islands Blvd
Location: at Peninsula Rd
Between: Harbor Bl / Victoria Ave

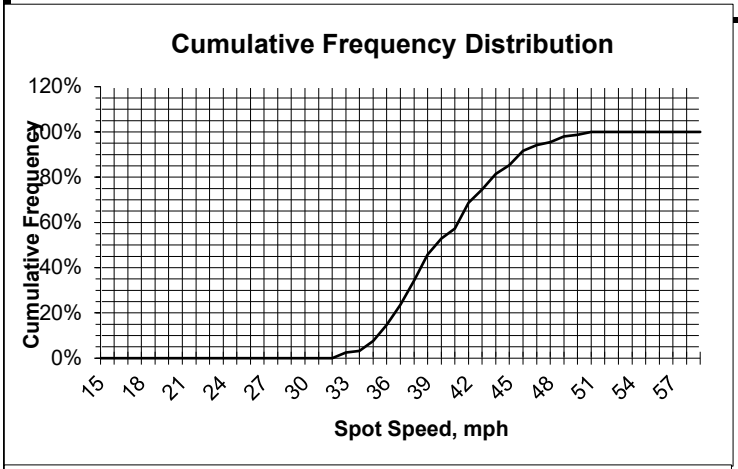
Ref. # 23

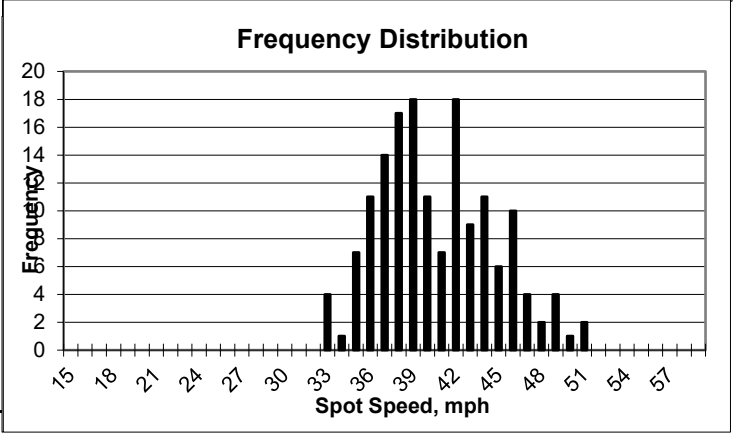
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 1:50-2:10PM
Recorder: EY/AY
Posted Speed: 45 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	4	2.55%	2.55%
34	1	0.64%	3.18%
35	7	4.46%	7.64%
36	11	7.01%	14.65%
37	14	8.92%	23.57%
38	17	10.83%	34.39%
39	18	11.46%	45.86%
40	11	7.01%	52.87%
41	7	4.46%	57.32%
42	18	11.46%	68.79%
43	9	5.73%	74.52%
44	11	7.01%	81.53%
45	6	3.82%	85.35%
46	10	6.37%	91.72%
47	4	2.55%	94.27%
48	2	1.27%	95.54%
49	4	2.55%	98.09%
50	1	0.64%	98.73%
51	2	1.27%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	157	100%	

DATA ANALYSIS:

Mean Speed:	41
Standard Deviation:	4
Standard error of the mean:	0.32
50th Percentile:	40
85th Percentile:	45
97th Percentile:	49
10 Mile Pace:	35 to 44
% of Samples in 10-Mile Pace:	78.34%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 24

Street:	Channel Islands Blvd			**From/To:**	Ventura Rd / J Street	
Survey date:	3/11/2022	**Day:**	Friday	**Hours:**	2:20-2:55PM	0 0
Location of survey:	at M Street					

SPEED DATA						
50th Percentile Speed (mph)	36				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	40				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	31	**To**	40		**Justification**	**CVC 22358.8(a), high collision rate, keep**
Percentage of Vehicles in Pace	80%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	14
No. with Speed violations	3
Predominant type	
Collision Rate (ACC/MVM)	0.97
Expected Collision Rate (ACC/MVM)	0.67
TRAFFIC FACTORS	
Average Daily Traffic	26087
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2655
Vertical/Horizontal Alignment	None
Road Width	86'-60'
Parking Restriction	Yes
No. Lanes and Median	2 /direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Channel Islands Blvd
Location: at M Street
Between: Ventura Rd / J Street

Ref. # 24

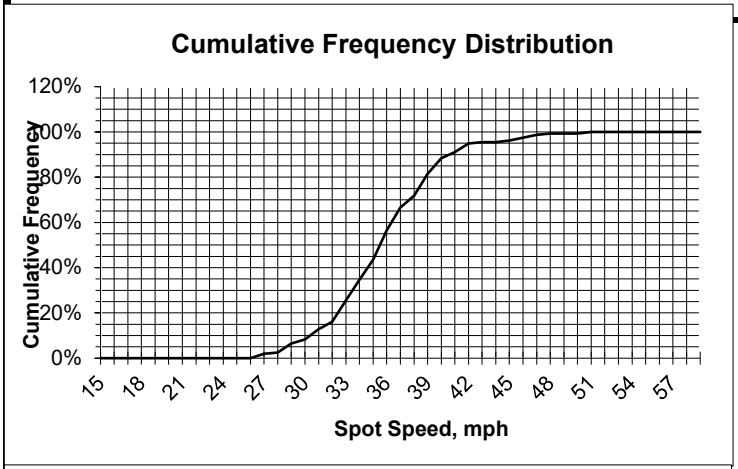
Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 2:20-2:55PM
Recorder: EY
Posted Speed: 35 mph
Remarks:

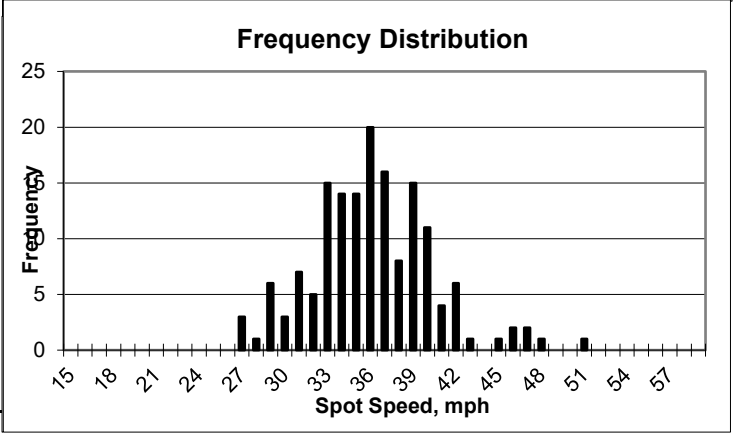
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	3	1.92%	1.92%
28	1	0.64%	2.56%
29	6	3.85%	6.41%
30	3	1.92%	8.33%
31	7	4.49%	12.82%
32	5	3.21%	16.03%
33	15	9.62%	25.64%
34	14	8.97%	34.62%
35	14	8.97%	43.59%
36	20	12.82%	56.41%
37	16	10.26%	66.67%
38	8	5.13%	71.79%
39	15	9.62%	81.41%
40	11	7.05%	88.46%
41	4	2.56%	91.03%
42	6	3.85%	94.87%
43	1	0.64%	95.51%
44	0	0.00%	95.51%
45	1	0.64%	96.15%
46	2	1.28%	97.44%
47	2	1.28%	98.72%
48	1	0.64%	99.36%
49	0	0.00%	99.36%
50	0	0.00%	99.36%
51	1	0.64%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	156	100%	

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	4
Standard error of the mean:	0.32
50th Percentile:	36
85th Percentile:	40
97th Percentile:	46
10 Mile Pace:	31 to 40
% of Samples in 10-Mile Pace:	80.13%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 25

Street:	Channel Islands Blvd			**From/To:**	J Street / Saviers Rd		
Survey date:	3/22/2022	**Day:**	Tuesday	**Hours:**	1:10-1:40PM	0	0
Location of survey:	200 ft S of Maywood Way						

SPEED DATA						
50th Percentile Speed (mph)	35				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	39				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	30	**To**	39		**Justification**	
Percentage of Vehicles in Pace	86%					**CVC 22358.6, high collision rate**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	18
No. with Speed violations	6
Predominant type	
Collision Rate (ACC/MVM)	1.18
Expected Collision Rate (ACC/MVM)	0.67

TRAFFIC FACTORS	
Average Daily Traffic	26087
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2830
Vertical/Horizontal Alignment	Horizontal
Road Width	60'
Parking Restriction	Yes
No. Lanes and Median	2/ direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial/ Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Channel Islands Blvd
Location: 200 ft S of Maywood Way
Between: J Street / Saviers Rd

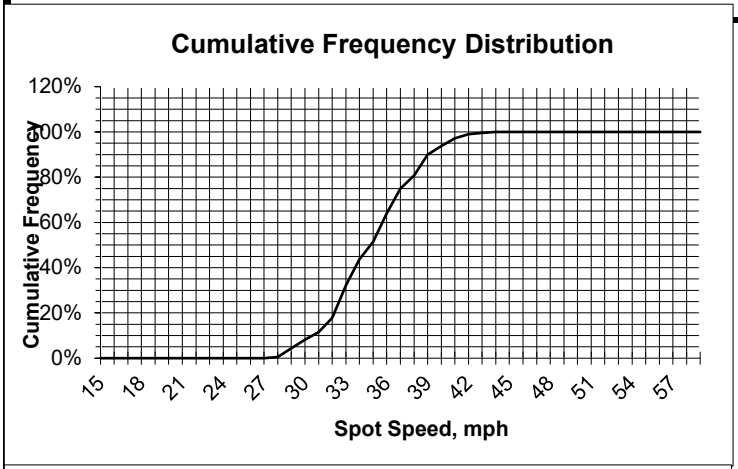
Ref. # 25

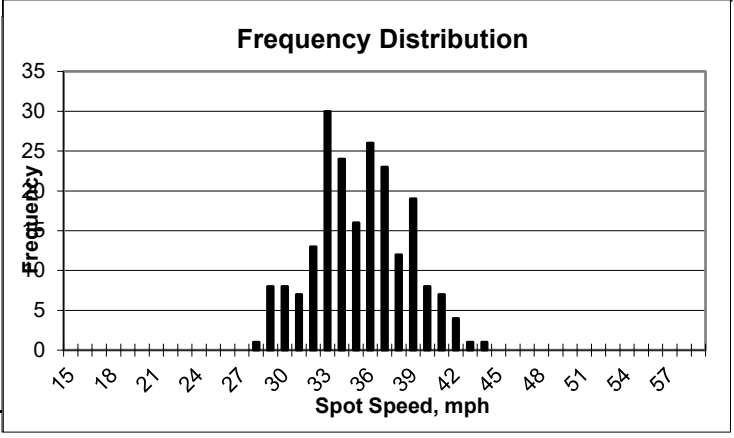
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:10-1:40PM
Recorder: EY
Posted Speed: 35 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	0.48%	0.48%
29	8	3.85%	4.33%
30	8	3.85%	8.17%
31	7	3.37%	11.54%
32	13	6.25%	17.79%
33	30	14.42%	32.21%
34	24	11.54%	43.75%
35	16	7.69%	51.44%
36	26	12.50%	63.94%
37	23	11.06%	75.00%
38	12	5.77%	80.77%
39	19	9.13%	89.90%
40	8	3.85%	93.75%
41	7	3.37%	97.12%
42	4	1.92%	99.04%
43	1	0.48%	99.52%
44	1	0.48%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	208	100%	

DATA ANALYSIS:

Mean Speed:	35
Standard Deviation:	3
Standard error of the mean:	0.21
50th Percentile:	35
85th Percentile:	39
97th Percentile:	41
10 Mile Pace:	30 to 39
% of Samples in 10-Mile Pace:	85.58%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 26

Street:	Channel Islands Blvd			**From/To:**	Saviers Rd / Paula St		
Survey date:	3/11 & 14/2022	**Day:**	Fri /Mon	**Hours:**	9:30-10:00AM	0	0
Location of survey:	at Gisler Ave						

SPEED DATA						
50th Percentile Speed (mph)	36				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	39				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	32	**To**	41		**Justification**	
Percentage of Vehicles in Pace	86%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	12
No. with Speed violations	3
Predominant type	
Collision Rate (ACC/MVM)	0.80
Expected Collision Rate (ACC/MVM)	0.91

TRAFFIC FACTORS	
Average Daily Traffic	28451
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2530
Vertical/Horizontal Alignment	None
Road Width	68'
Parking Restriction	None
No. Lanes and Median	2/ direction/ TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential/ Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Channel Islands Blvd
Location: at Gisler Ave
Between: Saviers Rd / Paula St

Ref. # 26

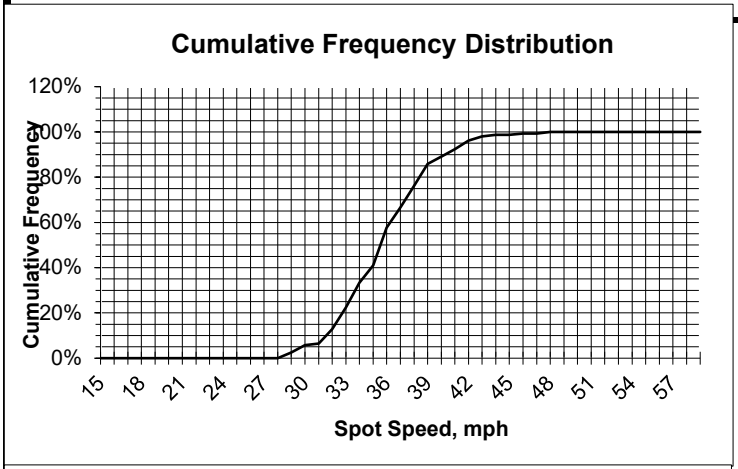
Date: 3/11 & 14/202 **Day:** Fri /Mon
Weather: Clear
Hours: 9:30-10:00AM
Recorder: EY
Posted Speed: 35 mph
Remarks:

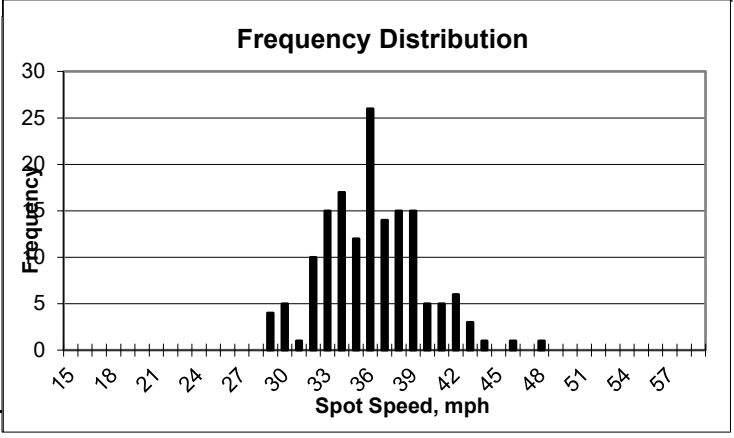
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	4	2.56%	2.56%
30	5	3.21%	5.77%
31	1	0.64%	6.41%
32	10	6.41%	12.82%
33	15	9.62%	22.44%
34	17	10.90%	33.33%
35	12	7.69%	41.03%
36	26	16.67%	57.69%
37	14	8.97%	66.67%
38	15	9.62%	76.28%
39	15	9.62%	85.90%
40	5	3.21%	89.10%
41	5	3.21%	92.31%
42	6	3.85%	96.15%
43	3	1.92%	98.08%
44	1	0.64%	98.72%
45	0	0.00%	98.72%
46	1	0.64%	99.36%
47	0	0.00%	99.36%
48	1	0.64%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	156	100%	

DATA ANALYSIS:

Mean Speed:	36		
Standard Deviation:	3		
Standard error of the mean:	0.24		
50th Percentile:	36		
85th Percentile:	39		
97th Percentile:	43		
10 Mile Pace:	32	to	41
% of Samples in 10-Mile Pace:	85.90%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 27

Street:	Channel Islands Blvd			**From/To:**	Paula St / Oxnard Blvd	
Survey date:	3/22/2022	**Day:**	Tuesday	**Hours:**	12:10-12:40PM	0 0
Location of survey:	200 ft E of Rose Ave					

SPEED DATA						
50th Percentile Speed (mph)	38				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	42				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	82%					**85th percetile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	9
No. with Speed violations	3
Predominant type	
Collision Rate (ACC/MVM)	0.44
Expected Collision Rate (ACC/MVM)	0.91

TRAFFIC FACTORS	
Average Daily Traffic	28451
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3500
Vertical/Horizontal Alignment	None
Road Width	90'
Parking Restriction	S/S
No. Lanes and Median	2/ direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial/ Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Channel Islands Blvd
Location: 200 ft E of Rose Ave
Between: Paula St / Oxnard Blvd

Ref. # 27

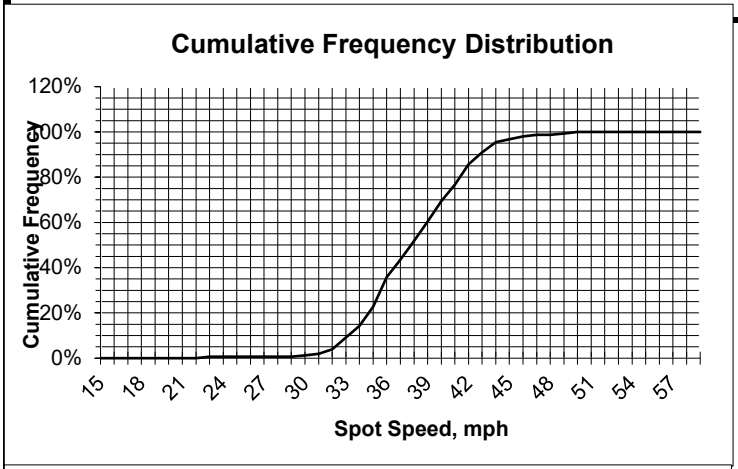
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 12:10-12:40PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

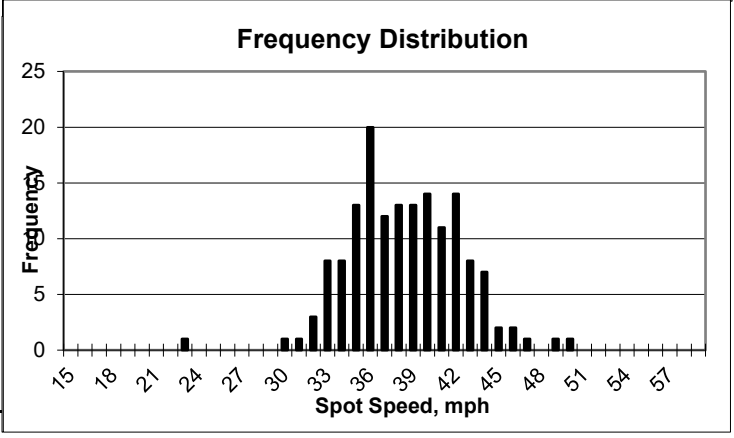
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	1	0.65%	0.65%
24	0	0.00%	0.65%
25	0	0.00%	0.65%
26	0	0.00%	0.65%
27	0	0.00%	0.65%
28	0	0.00%	0.65%
29	0	0.00%	0.65%
30	1	0.65%	1.30%
31	1	0.65%	1.95%
32	3	1.95%	3.90%
33	8	5.19%	9.09%
34	8	5.19%	14.29%
35	13	8.44%	22.73%
36	20	12.99%	35.71%
37	12	7.79%	43.51%
38	13	8.44%	51.95%
39	13	8.44%	60.39%
40	14	9.09%	69.48%
41	11	7.14%	76.62%
42	14	9.09%	85.71%
43	8	5.19%	90.91%
44	7	4.55%	95.45%
45	2	1.30%	96.75%
46	2	1.30%	98.05%
47	1	0.65%	98.70%
48	0	0.00%	98.70%
49	1	0.65%	99.35%
50	1	0.65%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	154	100%	

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	4
Standard error of the mean:	0.32
50th Percentile:	38
85th Percentile:	42
97th Percentile:	46
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	81.82%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 28

Street:	Channel Islands Blvd			**From/To:**	Oxnard Blvd / Rice Ave	
Survey date:	3/11/2022	**Day:**	Friday	**Hours:**	3:00-3:40PM	0 0
Location of survey:	at Merced Pl					

SPEED DATA						
50th Percentile Speed (mph)	40				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	45				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	36	**To**	45		**Justification**	
Percentage of Vehicles in Pace	81%					**CVC 22358.8(a), keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.22
Expected Collision Rate (ACC/MVM)	1.17
TRAFFIC FACTORS	
Average Daily Traffic	14204
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4530
Vertical/Horizontal Alignment	None
Road Width	26'-60'
Parking Restriction	S/S
No. Lanes and Median	1/ EB 1-2/ WB
Improvement (SW, C & G)	Partial
Bicycle lanes/Type	Class II/ WB
Crosswalks/Type	
Adjacent Land use	Residential/ Commercial/ Farm land

Comments

No improvement w/o El Dorado Ave
Class II bike for WB between Oxnard and El Dorando

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Channel Islands Blvd
Location: at Merced Pl
Between: Oxnard Blvd / Rice Ave

Ref. # 28

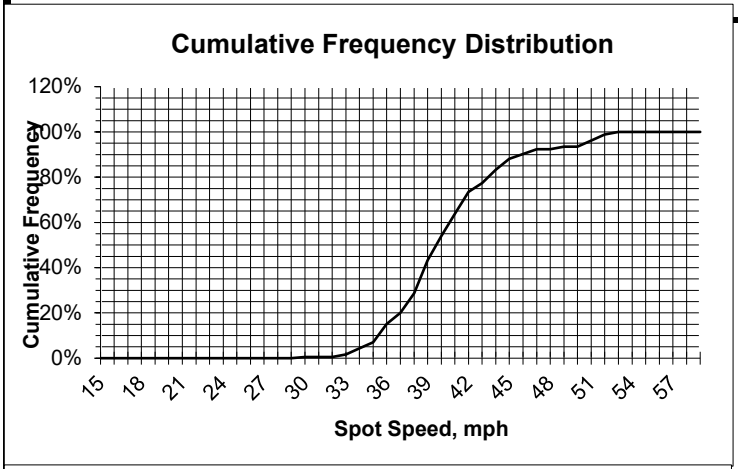
Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 3:00-3:40PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

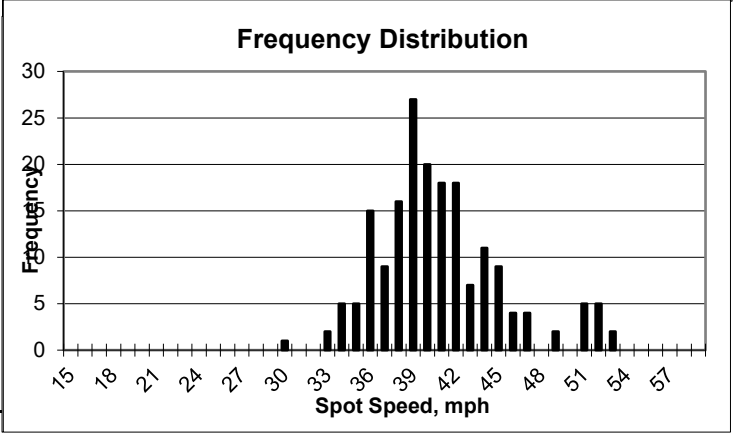
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	1	0.54%	0.54%
31	0	0.00%	0.54%
32	0	0.00%	0.54%
33	2	1.08%	1.62%
34	5	2.70%	4.32%
35	5	2.70%	7.03%
36	15	8.11%	15.14%
37	9	4.86%	20.00%
38	16	8.65%	28.65%
39	27	14.59%	43.24%
40	20	10.81%	54.05%
41	18	9.73%	63.78%
42	18	9.73%	73.51%
43	7	3.78%	77.30%
44	11	5.95%	83.24%
45	9	4.86%	88.11%
46	4	2.16%	90.27%
47	4	2.16%	92.43%
48	0	0.00%	92.43%
49	2	1.08%	93.51%
50	0	0.00%	93.51%
51	5	2.70%	96.22%
52	5	2.70%	98.92%
53	2	1.08%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	185	100%	

DATA ANALYSIS:

Mean Speed:	41
Standard Deviation:	4
Standard error of the mean:	0.29
50th Percentile:	40
85th Percentile:	45
97th Percentile:	52
10 Mile Pace:	36 to 45
% of Samples in 10-Mile Pace:	81.08%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 29

Street:	Del Norte Blvd			**From/To:**	Fifth St / Camino Del Sol
Survey date:	3/25/2022	**Day:**	Friday	**Hours:**	1:00 - 1:40P 0 0
Location of survey:	500' s of Sturgis Rd				

SPEED DATA						
50th Percentile Speed (mph)	39				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	43				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	82%					**85th percentile speed, Reduce speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	4
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.45
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	13012
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3300
Vertical/Horizontal Alignment	None
Road Width	90'
Parking Restriction	Yes
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	C&G&SW, no sidewalk e/s Sturgies-5th
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial and Farm Land
Comments	RR crossing at 5th St

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Del Norte Blvd
Location: 500' s of Sturgis Rd
Between: Fifth St / Camino Del Sol

Ref. # 29

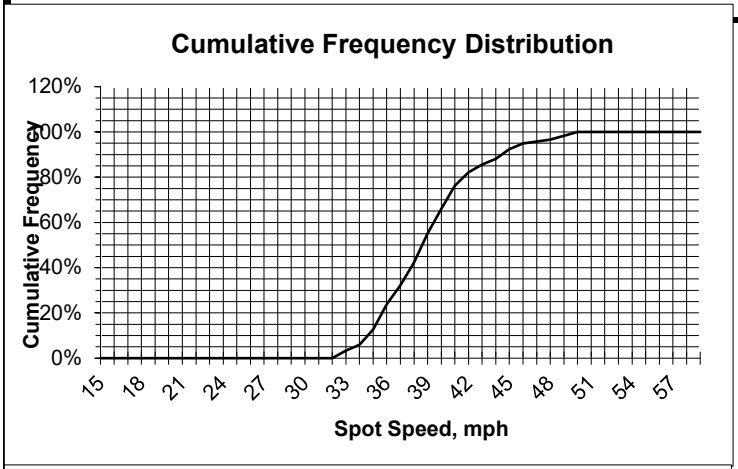
Date: 3/25/2022 **Day:** Friday
Weather: Clear
Hours: 1:00 - 1:40P
Recorder: EY
Posted Speed: 50 mph
Remarks:

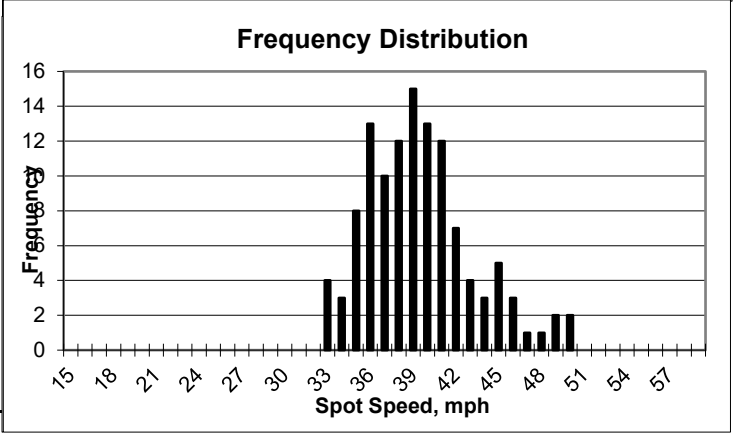
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	4	3.39%	3.39%
34	3	2.54%	5.93%
35	8	6.78%	12.71%
36	13	11.02%	23.73%
37	10	8.47%	32.20%
38	12	10.17%	42.37%
39	15	12.71%	55.08%
40	13	11.02%	66.10%
41	12	10.17%	76.27%
42	7	5.93%	82.20%
43	4	3.39%	85.59%
44	3	2.54%	88.14%
45	5	4.24%	92.37%
46	3	2.54%	94.92%
47	1	0.85%	95.76%
48	1	0.85%	96.61%
49	2	1.69%	98.31%
50	2	1.69%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	118	100%	

DATA ANALYSIS:

Mean Speed:	39
Standard Deviation:	4
Standard error of the mean:	0.37
50th Percentile:	39
85th Percentile:	43
97th Percentile:	49
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	82.20%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 30

Street:	Del Norte Blvd			**From/To:**	Camino Del Sol / Lunar Ct	
Survey date:	3/25/2022	**Day:**	Friday	**Hours:**	1:45 - 2:20P	0 0
Location of survey:	at Jupiter Ct					

SPEED DATA						
50th Percentile Speed (mph)	48				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	52				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	43	**To**	52		**Justification**	
Percentage of Vehicles in Pace	78%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.54
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	13012
Traffic Control Type	None
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2040
Vertical/Horizontal Alignment	None
Road Width	90'
Parking Restriction	Yes
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	ClassII
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Del Norte Blvd
Location: at Jupiter Ct
Between: Camino Del Sol / Lunar Ct

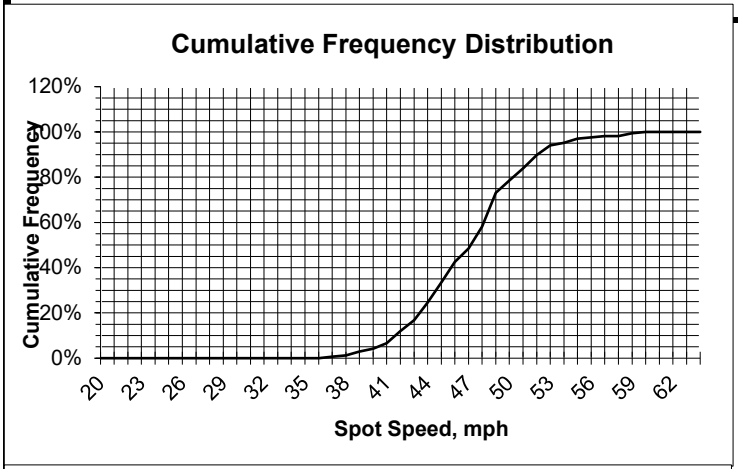
Ref. # 30

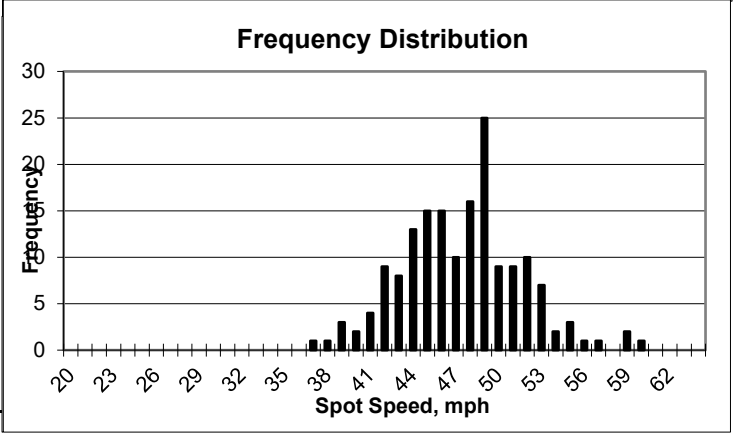
Date: 3/25/2022 **Day:** Friday
Weather: Clear
Hours: 1:45 - 2:20P
Recorder: EY
Posted Speed: 50 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	1	0.60%	0.60%
38	1	0.60%	1.20%
39	3	1.80%	2.99%
40	2	1.20%	4.19%
41	4	2.40%	6.59%
42	9	5.39%	11.98%
43	8	4.79%	16.77%
44	13	7.78%	24.55%
45	15	8.98%	33.53%
46	15	8.98%	42.51%
47	10	5.99%	48.50%
48	16	9.58%	58.08%
49	25	14.97%	73.05%
50	9	5.39%	78.44%
51	9	5.39%	83.83%
52	10	5.99%	89.82%
53	7	4.19%	94.01%
54	2	1.20%	95.21%
55	3	1.80%	97.01%
56	1	0.60%	97.60%
57	1	0.60%	98.20%
58	0	0.00%	98.20%
59	2	1.20%	99.40%
60	1	0.60%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
Total:	167	100%	

DATA ANALYSIS:

Mean Speed:	47
Standard Deviation:	4
Standard error of the mean:	0.31
50th Percentile:	48
85th Percentile:	52
97th Percentile:	55
10 Mile Pace:	43 to 52
% of Samples in 10-Mile Pace:	77.84%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 31

Street:	Del Norte Blvd			**From/To:**	Lunar Ct / Hwy 101	
Survey date:	3/25/2022	**Day:**	Friday	**Hours:**	2:30 - 3:05P	0 0
Location of survey:	at Sakikoa Dr					

SPEED DATA						
50th Percentile Speed (mph)	49				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	53				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	43	**To**	52		**Justification**	
Percentage of Vehicles in Pace	75%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.20
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	12557
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3900
Vertical/Horizontal Alignment	None
Road Width	75'
Parking Restriction	Yes
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	None
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Del Norte Blvd
Location: at Sakikoa Dr
Between: Lunar Ct / Hwy 101

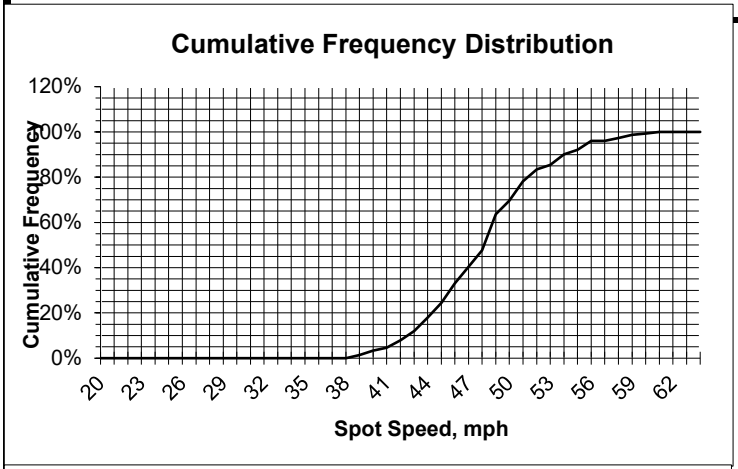
Ref. # 31

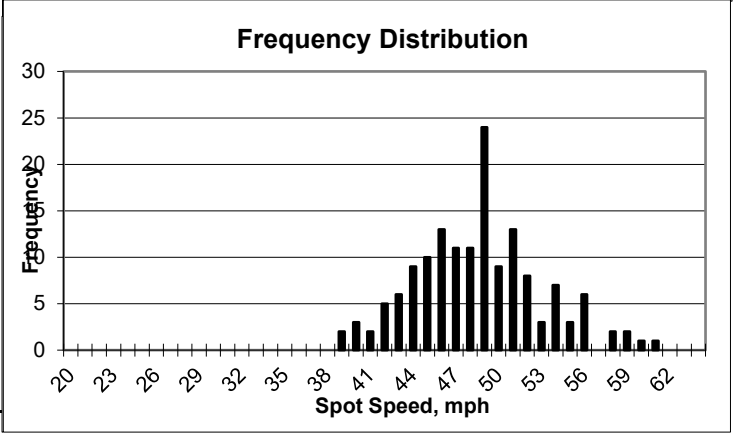
Date: 3/25/2022 **Day:** Friday
Weather: Clear
Hours: 2:30 - 3:05P
Recorder: EY
Posted Speed: 50 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	0	0.00%	0.00%
38	0	0.00%	0.00%
39	2	1.32%	1.32%
40	3	1.99%	3.31%
41	2	1.32%	4.64%
42	5	3.31%	7.95%
43	6	3.97%	11.92%
44	9	5.96%	17.88%
45	10	6.62%	24.50%
46	13	8.61%	33.11%
47	11	7.28%	40.40%
48	11	7.28%	47.68%
49	24	15.89%	63.58%
50	9	5.96%	69.54%
51	13	8.61%	78.15%
52	8	5.30%	83.44%
53	3	1.99%	85.43%
54	7	4.64%	90.07%
55	3	1.99%	92.05%
56	6	3.97%	96.03%
57	0	0.00%	96.03%
58	2	1.32%	97.35%
59	2	1.32%	98.68%
60	1	0.66%	99.34%
61	1	0.66%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
Total:	151	100%	

DATA ANALYSIS:

Mean Speed:	49
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	49
85th Percentile:	53
97th Percentile:	58
10 Mile Pace:	43 to 52
% of Samples in 10-Mile Pace:	75.50%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 32

Street:	Doris Ave			**From/To:**	Patterson Rd / Ventura Rd		
Survey date:	3/14/2022	**Day:**	Monday	**Hours:**	12:55-1:25PM	0	0
Location of survey:	at Coronado Pl						

SPEED DATA						
50th Percentile Speed (mph)	45				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	49				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	40	**To**	49		**Justification**	
Percentage of Vehicles in Pace	77%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	1.17
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal/ stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4000
Vertical/Horizontal Alignment	None
Road Width	60'
Parking Restriction	Yes
No. Lanes and Median	2/ WB, 1/EB
Improvement (SW, C & G)	C&G&SW on N/S, None on S/S
Bicycle lanes/Type	Class II /WB
Crosswalks/Type	
Adjacent Land use	Residential N/S & Farm land S/S

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Doris Ave
Location: at Coronado Pl
Between: Patterson Rd / Ventura Rd

Ref. # 32

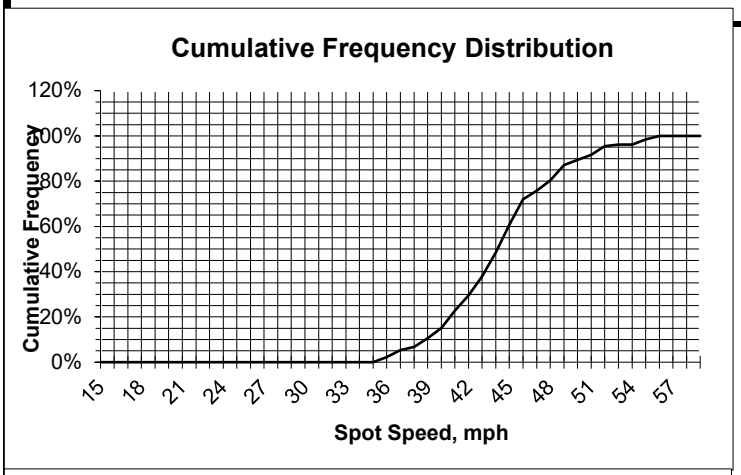
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 12:55-1:25PM
Recorder: EY
Posted Speed: 45 mph
Remarks:

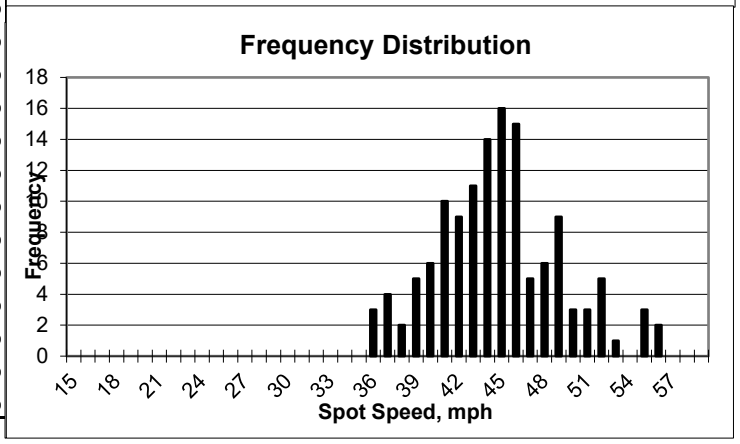
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	3	2.27%	2.27%
37	4	3.03%	5.30%
38	2	1.52%	6.82%
39	5	3.79%	10.61%
40	6	4.55%	15.15%
41	10	7.58%	22.73%
42	9	6.82%	29.55%
43	11	8.33%	37.88%
44	14	10.61%	48.48%
45	16	12.12%	60.61%
46	15	11.36%	71.97%
47	5	3.79%	75.76%
48	6	4.55%	80.30%
49	9	6.82%	87.12%
50	3	2.27%	89.39%
51	3	2.27%	91.67%
52	5	3.79%	95.45%
53	1	0.76%	96.21%
54	0	0.00%	96.21%
55	3	2.27%	98.48%
56	2	1.52%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	132	100%	

DATA ANALYSIS:

Mean Speed:	45
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	45
85th Percentile:	49
97th Percentile:	55
10 Mile Pace:	40 to 49
% of Samples in 10-Mile Pace:	76.52%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 33

Street:	Doris Ave			**From/To:**	Ventura Rd / F Street		
Survey date:	5/17/2022	**Day:**	Tuesday	**Hours:**	2:50 - 3:30P	0	0
Location of survey:	between M St & H St						

SPEED DATA						
50th Percentile Speed (mph)	30				**Existing Speed Zone**	**25 mph**
85th Percentile Speed (mph)	34				**Proposed Speed Zone**	**25 mph**
10 mph Pace Speed (mph)	25	**To**	34		**Justification**	**CVC 22358.8(a), high collison rate, keep**
Percentage of Vehicles in Pace	86%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	5
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	1.19
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal/ Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2900
Vertical/Horizontal Alignment	Horizontal (Ventura /M St)
Road Width	50'
Parking Restriction	None
No. Lanes and Median	1/ direction, no median
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential / Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Doris Ave
Location: between M St & H St
Between: Ventura Rd / F Street

Ref. # 33

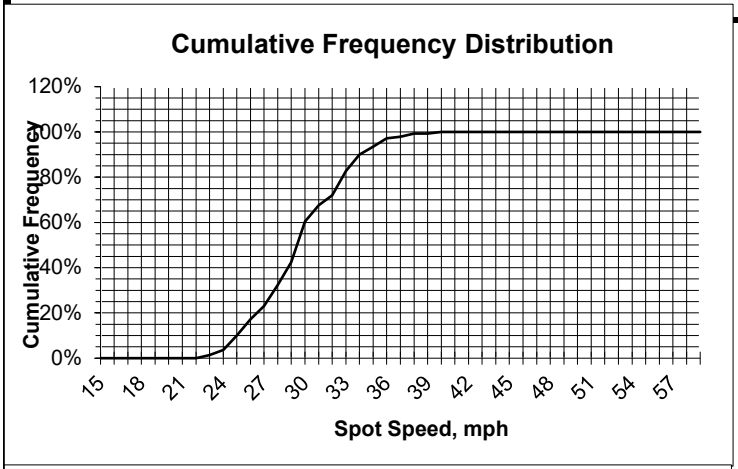
Date: 5/17/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:50 - 3:30P
Recorder: EY
Posted Speed: 25 mph
Remarks:

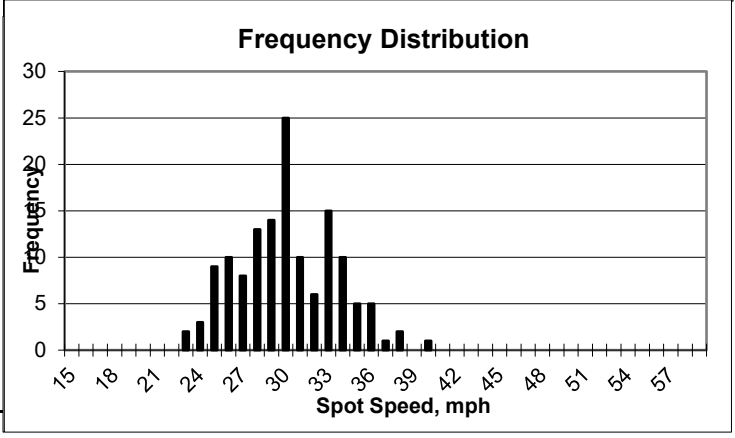
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	2	1.44%	1.44%
24	3	2.16%	3.60%
25	9	6.47%	10.07%
26	10	7.19%	17.27%
27	8	5.76%	23.02%
28	13	9.35%	32.37%
29	14	10.07%	42.45%
30	25	17.99%	60.43%
31	10	7.19%	67.63%
32	6	4.32%	71.94%
33	15	10.79%	82.73%
34	10	7.19%	89.93%
35	5	3.60%	93.53%
36	5	3.60%	97.12%
37	1	0.72%	97.84%
38	2	1.44%	99.28%
39	0	0.00%	99.28%
40	1	0.72%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	139	100%	

DATA ANALYSIS:

Mean Speed:	30
Standard Deviation:	3
Standard error of the mean:	0.25
50th Percentile:	30
85th Percentile:	34
97th Percentile:	36
10 Mile Pace:	25 to 34
% of Samples in 10-Mile Pace:	86.33%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 34

Street:	E Street			**From/To:**	Wooley Rd / Fifth St		
Survey date:	5/17/2022	**Day:**	Tuesday	**Hours:**	10:50-11:10A /1:45-2	0	0
Location of survey:	at Seventh St						

SPEED DATA						
50th Percentile Speed (mph)	26				**Existing Speed Zone**	**25 mph**
85th Percentile Speed (mph)	30				**Proposed Speed Zone**	**25 mph**
10 mph Pace Speed (mph)	23	**To**	32		**Justification**	**Cvc 22358.8(a), hight collision rate, keep**
Percentage of Vehicles in Pace	86%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	1.05
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal/ Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2750
Vertical/Horizontal Alignment	None
Road Width	50'
Parking Restriction	None
No. Lanes and Median	1/ direction, no median
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: E Street
Location: at Seventh St
Between: Wooley Rd / Fifth St

Ref. # 34

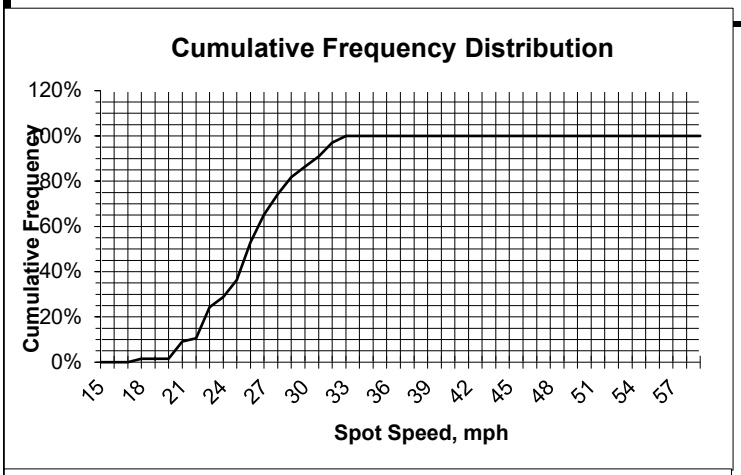
Date: 5/17/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:50-11:10A /1:45-2:40P
Recorder: EY
Posted Speed: 25 mph
Remarks:

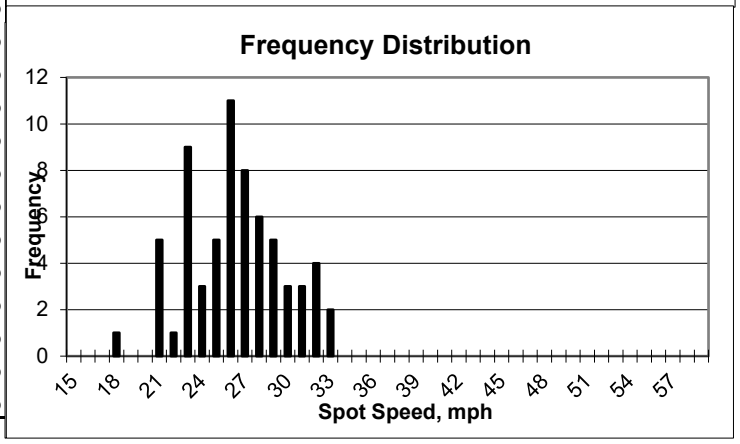
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	1	1.52%	1.52%
19	0	0.00%	1.52%
20	0	0.00%	1.52%
21	5	7.58%	9.09%
22	1	1.52%	10.61%
23	9	13.64%	24.24%
24	3	4.55%	28.79%
25	5	7.58%	36.36%
26	11	16.67%	53.03%
27	8	12.12%	65.15%
28	6	9.09%	74.24%
29	5	7.58%	81.82%
30	3	4.55%	86.36%
31	3	4.55%	90.91%
32	4	6.06%	96.97%
33	2	3.03%	100.00%
34	0	0.00%	100.00%
35	0	0.00%	100.00%
36	0	0.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	66	100%	

DATA ANALYSIS:

Mean Speed:	26
Standard Deviation:	3
Standard error of the mean:	0.37
50th Percentile:	26
85th Percentile:	30
97th Percentile:	33
10 Mile Pace:	23 to 32
% of Samples in 10-Mile Pace:	86.36%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 35

Street:	Eastman Ave			**From/To:**	Lombard St / Rice Ave		
Survey date:	4/19/2022	**Day:**	Tuesday	**Hours:**	9:50-10:35AM	0	0
Location of survey:	at 2340 Eastman Ave						

SPEED DATA						
50th Percentile Speed (mph)	37				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	42				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	32	**To**	41		**Justification**	
Percentage of Vehicles in Pace	74%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	None

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2000
Vertical/Horizontal Alignment	None
Road Width	48'
Parking Restriction	Yes
No. Lanes and Median	TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Eastman Ave
Location: at 2340 Eastman Ave
Between: Lombard St / Rice Ave

Ref. # 35

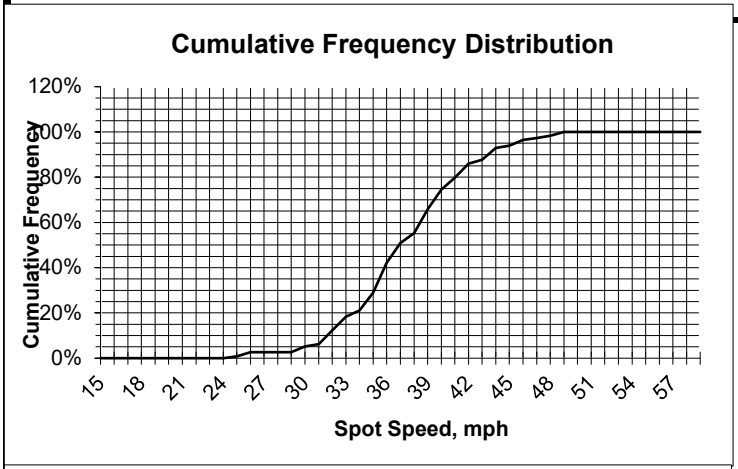
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:50-10:35AM
Recorder: EY
Posted Speed: 40 mph
Remarks:

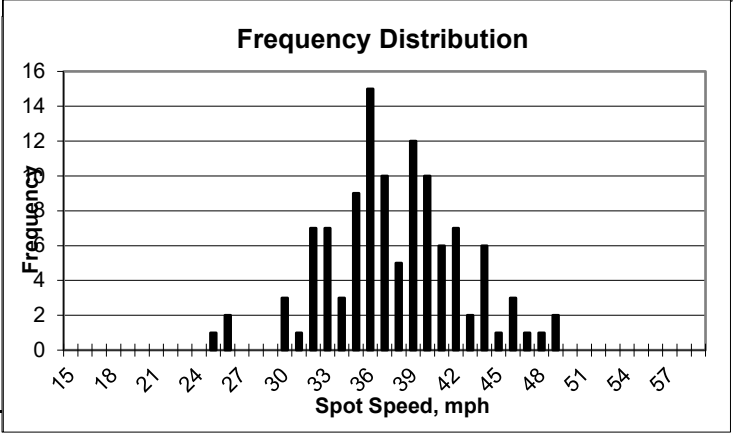
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.88%	0.88%
26	2	1.75%	2.63%
27	0	0.00%	2.63%
28	0	0.00%	2.63%
29	0	0.00%	2.63%
30	3	2.63%	5.26%
31	1	0.88%	6.14%
32	7	6.14%	12.28%
33	7	6.14%	18.42%
34	3	2.63%	21.05%
35	9	7.89%	28.95%
36	15	13.16%	42.11%
37	10	8.77%	50.88%
38	5	4.39%	55.26%
39	12	10.53%	65.79%
40	10	8.77%	74.56%
41	6	5.26%	79.82%
42	7	6.14%	85.96%
43	2	1.75%	87.72%
44	6	5.26%	92.98%
45	1	0.88%	93.86%
46	3	2.63%	96.49%
47	1	0.88%	97.37%
48	1	0.88%	98.25%
49	2	1.75%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	114	100%	

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	5
Standard error of the mean:	0.47
50th Percentile:	37
85th Percentile:	42
97th Percentile:	47
10 Mile Pace:	32 to 41
% of Samples in 10-Mile Pace:	73.68%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 36

Street:	Eastman Ave			**From/To:**	Rose Ave / Lombard St		
Survey date:	4/19/2022	**Day:**	Tuesday	**Hours:**	9:15-9:45AM	0	0
Location of survey:	at Hearst Dr						

SPEED DATA						
50th Percentile Speed (mph)	38				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	43				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	79%					**CVC 22358.6, high collision rate**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	4
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	1.17
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	None
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3300
Vertical/Horizontal Alignment	Horizontal
Road Width	48'-50'
Parking Restriction	Yes
No. Lanes and Median	TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Eastman Ave
Location: at Hearst Dr
Between: Rose Ave / Lombard St

Ref. # 36

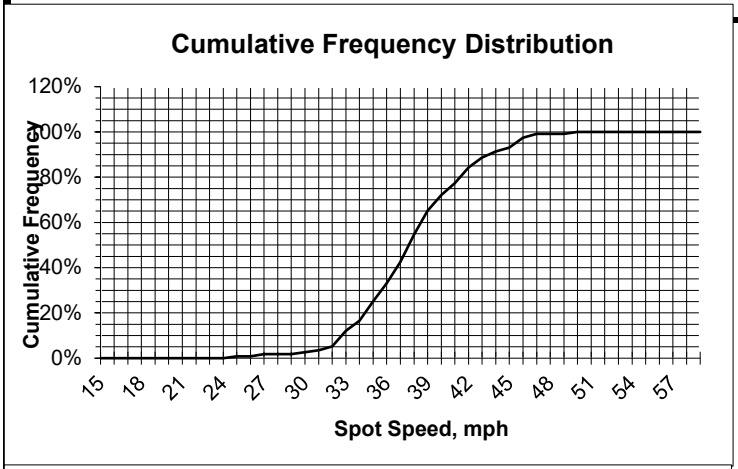
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:15-9:45AM
Recorder: EY
Posted Speed: 40 mph
Remarks:

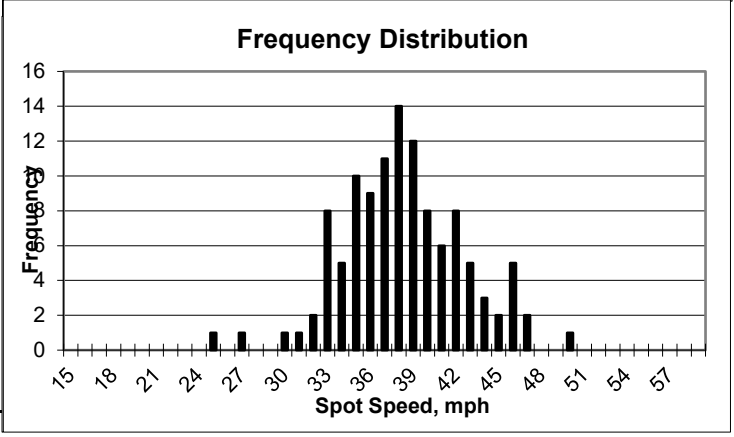
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.87%	0.87%
26	0	0.00%	0.87%
27	1	0.87%	1.74%
28	0	0.00%	1.74%
29	0	0.00%	1.74%
30	1	0.87%	2.61%
31	1	0.87%	3.48%
32	2	1.74%	5.22%
33	8	6.96%	12.17%
34	5	4.35%	16.52%
35	10	8.70%	25.22%
36	9	7.83%	33.04%
37	11	9.57%	42.61%
38	14	12.17%	54.78%
39	12	10.43%	65.22%
40	8	6.96%	72.17%
41	6	5.22%	77.39%
42	8	6.96%	84.35%
43	5	4.35%	88.70%
44	3	2.61%	91.30%
45	2	1.74%	93.04%
46	5	4.35%	97.39%
47	2	1.74%	99.13%
48	0	0.00%	99.13%
49	0	0.00%	99.13%
50	1	0.87%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	115	100%	

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	4
Standard error of the mean:	0.37
50th Percentile:	38
85th Percentile:	43
97th Percentile:	46
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	79.13%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 37

Street:	Emerson Ave			**From/To:**	Pacific Ave / Rose Ave		
Survey date:	4/19/2022	**Day:**	Tuesday	**Hours:**	2:30-3:10PM	0	0
Location of survey:	at Statham Blvd						

SPEED DATA						
50th Percentile Speed (mph)	38				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	87%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal /Stop sign

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1560
Vertical/Horizontal Alignment	None
Road Width	60'
Parking Restriction	No parking
No. Lanes and Median	2/ direction/ TWLT
Improvement (SW, C & G)	None
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Emerson Ave
Location: at Statham Blvd
Between: Pacific Ave / Rose Ave

Ref. # 37

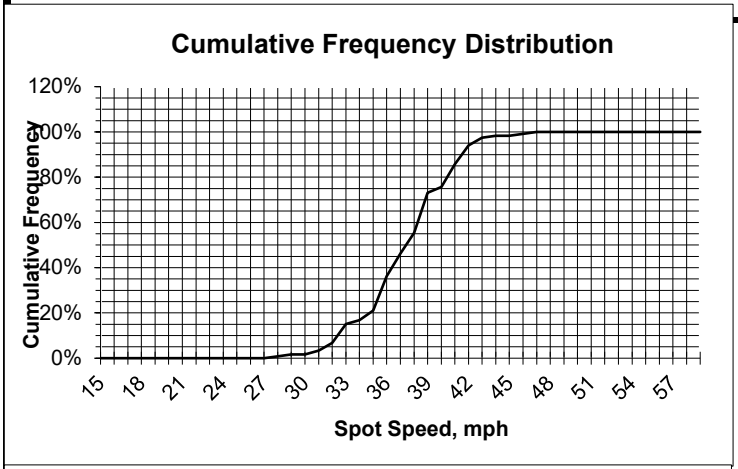
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:30-3:10PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

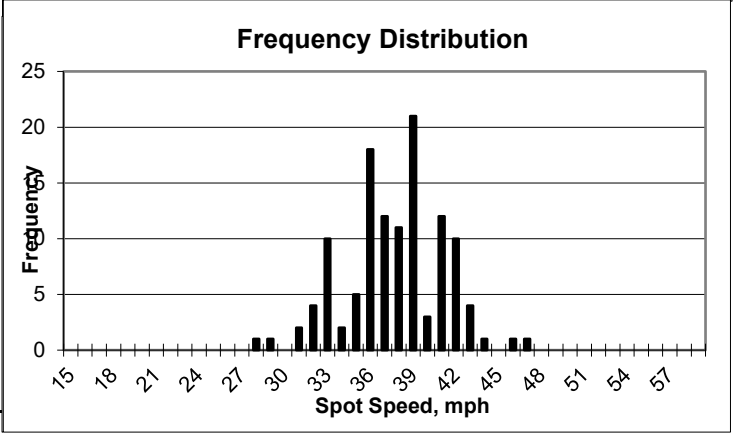
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	0.84%	0.84%
29	1	0.84%	1.68%
30	0	0.00%	1.68%
31	2	1.68%	3.36%
32	4	3.36%	6.72%
33	10	8.40%	15.13%
34	2	1.68%	16.81%
35	5	4.20%	21.01%
36	18	15.13%	36.13%
37	12	10.08%	46.22%
38	11	9.24%	55.46%
39	21	17.65%	73.11%
40	3	2.52%	75.63%
41	12	10.08%	85.71%
42	10	8.40%	94.12%
43	4	3.36%	97.48%
44	1	0.84%	98.32%
45	0	0.00%	98.32%
46	1	0.84%	99.16%
47	1	0.84%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	119	100%	

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	3
Standard error of the mean:	0.28
50th Percentile:	38
85th Percentile:	41
97th Percentile:	43
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	87.39%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 38

Street:	Emerson Ave			**From/To:**	Rose Ave / El Dorado Ave		
Survey date:	4/19/2022	**Day:**	Tuesday	**Hours:**	3:15-3:55PM	0	0
Location of survey:	at Dupont St						

SPEED DATA						
50th Percentile Speed (mph)	38				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	42				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	89%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3300
Vertical/Horizontal Alignment	None
Road Width	24'
Parking Restriction	Yes
No. Lanes and Median	1/ direction
Improvement (SW, C & G)	C&G&SW on S/S only
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential /Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Emerson Ave
Location: at Dupont St
Between: Rose Ave / El Dorado Ave

Ref. # 38

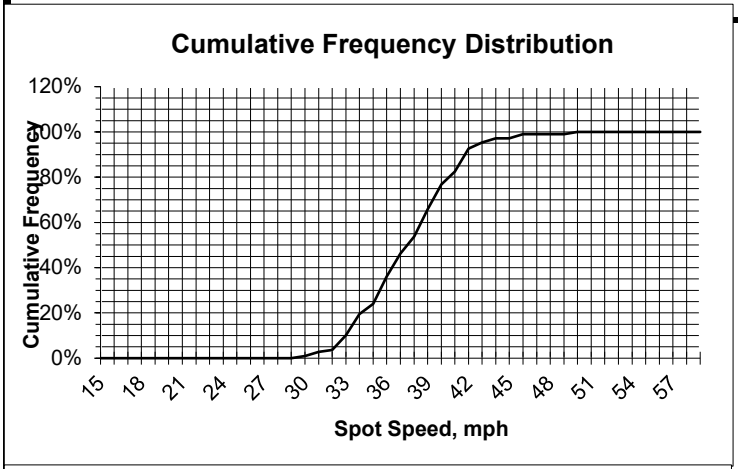
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:15-3:55PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

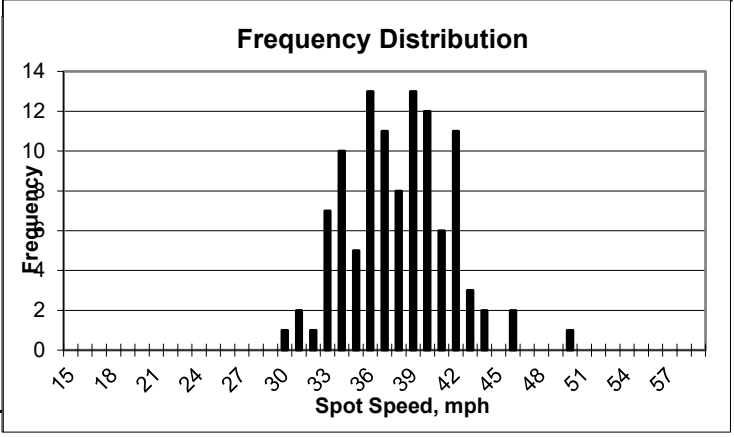
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	1	0.93%	0.93%
31	2	1.85%	2.78%
32	1	0.93%	3.70%
33	7	6.48%	10.19%
34	10	9.26%	19.44%
35	5	4.63%	24.07%
36	13	12.04%	36.11%
37	11	10.19%	46.30%
38	8	7.41%	53.70%
39	13	12.04%	65.74%
40	12	11.11%	76.85%
41	6	5.56%	82.41%
42	11	10.19%	92.59%
43	3	2.78%	95.37%
44	2	1.85%	97.22%
45	0	0.00%	97.22%
46	2	1.85%	99.07%
47	0	0.00%	99.07%
48	0	0.00%	99.07%
49	0	0.00%	99.07%
50	1	0.93%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	108	100%	

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	4
Standard error of the mean:	0.38
50th Percentile:	38
85th Percentile:	42
97th Percentile:	44
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	88.89%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 39

Street:	Etting Rd			**From/To:**	Pleasant Valley Rd / East City Limits		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	3:30-4:10PM	0	0
Location of survey:	at Olds Rd						

SPEED DATA						
50th Percentile Speed (mph)	29				**Existing Speed Zone**	**None**
85th Percentile Speed (mph)	34				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	24	**To**	33		**Justification**	
Percentage of Vehicles in Pace	81%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	3000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2300
Vertical/Horizontal Alignment	Horizontal
Road Width	24'
Parking Restriction	No parking
No. Lanes and Median	1/ direction
Improvement (SW, C & G)	None
Bicycle lanes/Type	None
Crosswalks/Type	Uncontrolled school crosswalk
Adjacent Land use	Farm Land

Comments

Laguna Vista Elementary school
School crosswalk (uncontrolled)

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Etting Rd
Location: at Olds Rd
Between: Pleasant Valley Rd / East City Limits

Ref. # 39

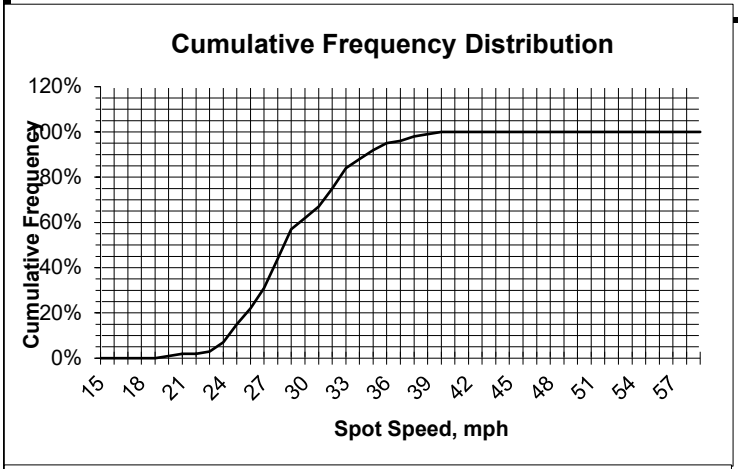
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 3:30-4:10PM
Recorder: EY /AY
Posted Speed: None
Remarks:

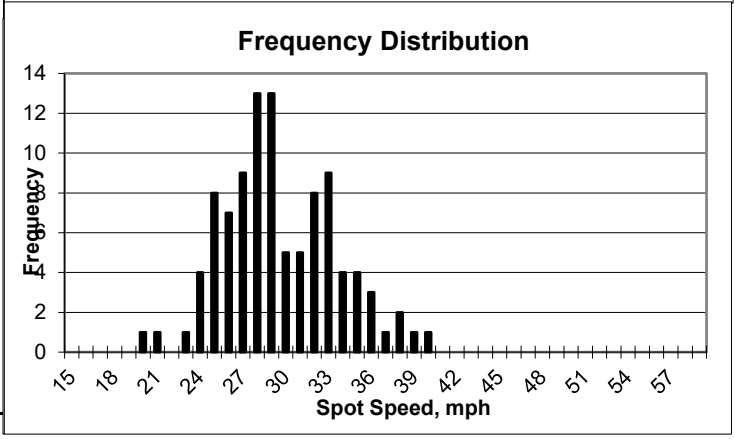
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	1	1.00%	1.00%
21	1	1.00%	2.00%
22	0	0.00%	2.00%
23	1	1.00%	3.00%
24	4	4.00%	7.00%
25	8	8.00%	15.00%
26	7	7.00%	22.00%
27	9	9.00%	31.00%
28	13	13.00%	44.00%
29	13	13.00%	57.00%
30	5	5.00%	62.00%
31	5	5.00%	67.00%
32	8	8.00%	75.00%
33	9	9.00%	84.00%
34	4	4.00%	88.00%
35	4	4.00%	92.00%
36	3	3.00%	95.00%
37	1	1.00%	96.00%
38	2	2.00%	98.00%
39	1	1.00%	99.00%
40	1	1.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	100	100%	

DATA ANALYSIS:

Mean Speed:	30
Standard Deviation:	4
Standard error of the mean:	0.4
50th Percentile:	29
85th Percentile:	34
97th Percentile:	38
10 Mile Pace:	24 to 33
% of Samples in 10-Mile Pace:	81.00%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 40

Street:	Fifth Street			**From/To:**	Victoria Ave / Ventura Rd		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	3:35 -4:10P	0	0
Location of survey:	300' w of Patterson Rd						

SPEED DATA						
50th Percentile Speed (mph)	44				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	40	**To**	49		**Justification**	
Percentage of Vehicles in Pace	88.3%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	16
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.68
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	14364
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	7920
Vertical/Horizontal Alignment	Horizontal (Patterson/Ventura)
Road Width	89'
Parking Restriction	Yes
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Airport/ Park/ School

Comments Juan Lagunas Sori Elem School no crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Fifth Street
Location: 300' w of Patterson Rd
Between: Victoria Ave / Ventura Rd

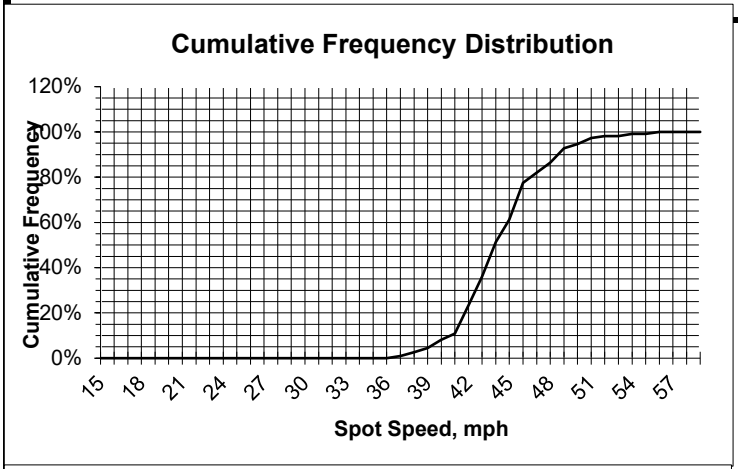
Ref. # 40

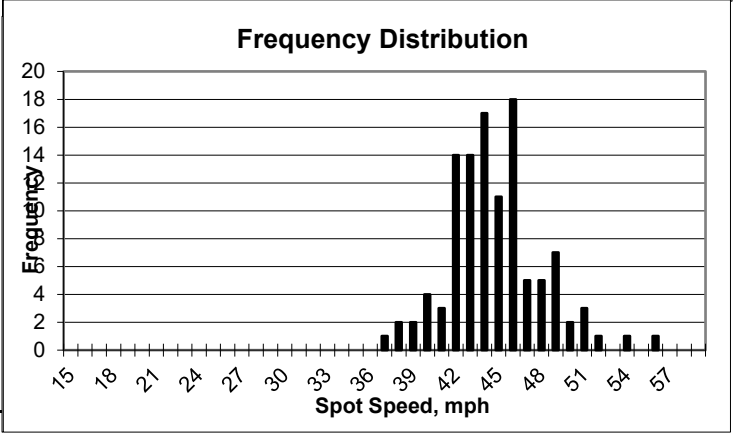
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:35 -4:10P
Recorder: EY
Posted Speed: 45 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	1	0.90%	0.90%
38	2	1.80%	2.70%
39	2	1.80%	4.50%
40	4	3.60%	8.11%
41	3	2.70%	10.81%
42	14	12.61%	23.42%
43	14	12.61%	36.04%
44	17	15.32%	51.35%
45	11	9.91%	61.26%
46	18	16.22%	77.48%
47	5	4.50%	81.98%
48	5	4.50%	86.49%
49	7	6.31%	92.79%
50	2	1.80%	94.59%
51	3	2.70%	97.30%
52	1	0.90%	98.20%
53	0	0.00%	98.20%
54	1	0.90%	99.10%
55	0	0.00%	99.10%
56	1	0.90%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	111	100%	

DATA ANALYSIS:

Mean Speed:	45
Standard Deviation:	3
Standard error of the mean:	0.28
50th Percentile:	44
85th Percentile:	48
97th Percentile:	51
10 Mile Pace:	40 to 49
% of Samples in 10-Mile Pace:	88.29%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 41

Street:	Fifth Street			**From/To:**	Ventura Rd / C Street		
Survey date:	6/29/2022	**Day:**	Wednesday	**Hours:**	9:00 -9:30A	0	0
Location of survey:	at Hobson / F St						

SPEED DATA						
50th Percentile Speed (mph)	36				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	30	**To**	39		**Justification**	
Percentage of Vehicles in Pace	78.3%					**CVC 22358.8(a), keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.18
Expected Collision Rate (ACC/MVM)	1.17
TRAFFIC FACTORS	
Average Daily Traffic	13152
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4150
Vertical/Horizontal Alignment	Horizontal (D St/ C St)
Road Width	79'-61'
Parking Restriction	Yes
No. Lanes and Median	2-1 /direction, Raised/ TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Fifth Street
Location: at Hobson / F St
Between: Ventura Rd / C Street

Ref. # 41

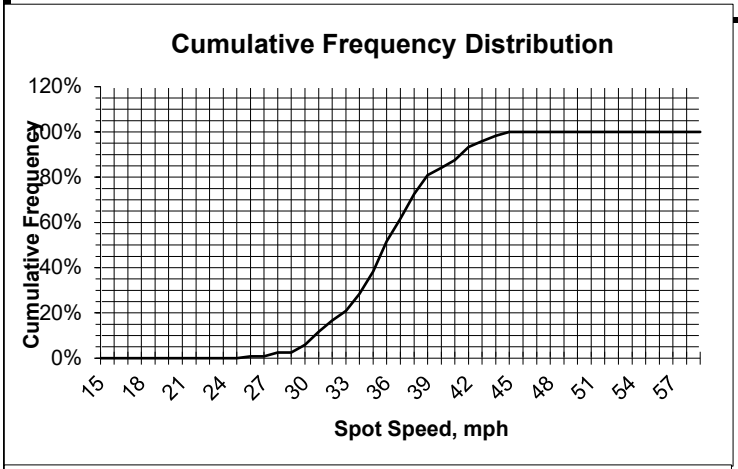
Date: 6/29/2022 **Day:** Wednesday
Weather: Clear
Hours: 9:00 -9:30A
Recorder: AY
Posted Speed: 35 mph
Remarks:

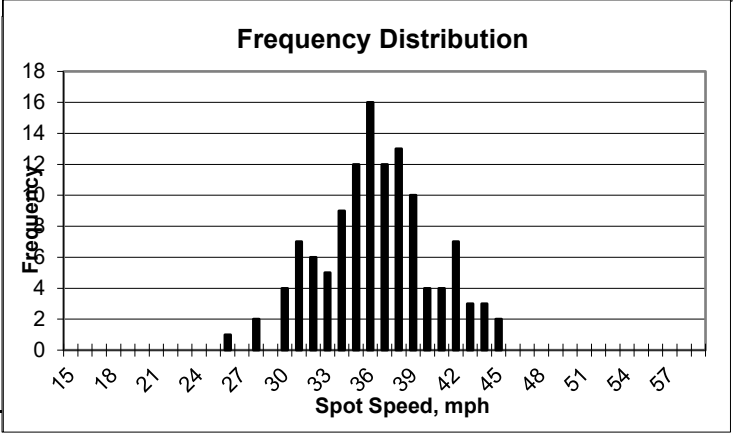
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.83%	0.83%
27	0	0.00%	0.83%
28	2	1.67%	2.50%
29	0	0.00%	2.50%
30	4	3.33%	5.83%
31	7	5.83%	11.67%
32	6	5.00%	16.67%
33	5	4.17%	20.83%
34	9	7.50%	28.33%
35	12	10.00%	38.33%
36	16	13.33%	51.67%
37	12	10.00%	61.67%
38	13	10.83%	72.50%
39	10	8.33%	80.83%
40	4	3.33%	84.17%
41	4	3.33%	87.50%
42	7	5.83%	93.33%
43	3	2.50%	95.83%
44	3	2.50%	98.33%
45	2	1.67%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	120	100%	

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	4
Standard error of the mean:	0.37
50th Percentile:	36
85th Percentile:	41
97th Percentile:	44
10 Mile Pace:	30 to 39
% of Samples in 10-Mile Pace:	78.33%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 42

Street:	Fifth St			**From/To:**	Oxnard Blvd / RR Tracks		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	11:50AM-12:10PM	0	0
Location of survey:	at Meta St						

SPEED DATA						
50th Percentile Speed (mph)	33				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	37				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	28	**To**	37		**Justification**	
Percentage of Vehicles in Pace	75.9%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.19
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	13152
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1965
Vertical/Horizontal Alignment	Horizontal (C St/ A St)
Road Width	61'
Parking Restriction	Yes, Diagonal parking allowed
No. Lanes and Median	1/ direction/ TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Fifth St
Location: at Meta St
Between: Oxnard Blvd / RR Tracks

Ref. # 42

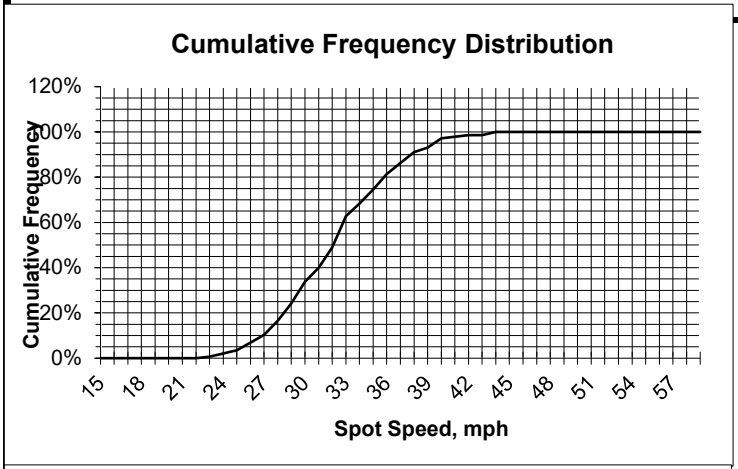
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 11:50AM-12:10PM
Recorder: EY
Posted Speed: 35 mph
Remarks:

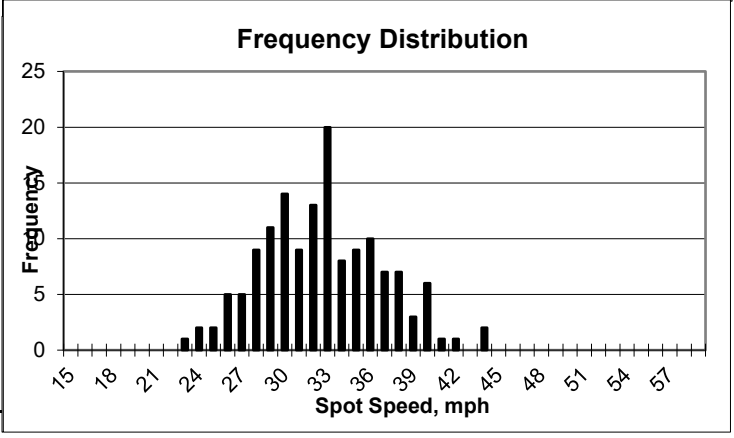
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	1	0.69%	0.69%
24	2	1.38%	2.07%
25	2	1.38%	3.45%
26	5	3.45%	6.90%
27	5	3.45%	10.34%
28	9	6.21%	16.55%
29	11	7.59%	24.14%
30	14	9.66%	33.79%
31	9	6.21%	40.00%
32	13	8.97%	48.97%
33	20	13.79%	62.76%
34	8	5.52%	68.28%
35	9	6.21%	74.48%
36	10	6.90%	81.38%
37	7	4.83%	86.21%
38	7	4.83%	91.03%
39	3	2.07%	93.10%
40	6	4.14%	97.24%
41	1	0.69%	97.93%
42	1	0.69%	98.62%
43	0	0.00%	98.62%
44	2	1.38%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	145	100%	

DATA ANALYSIS:

Mean Speed:	33		
Standard Deviation:	4		
Standard error of the mean:	0.33		
50th Percentile:	33		
85th Percentile:	37		
97th Percentile:	40		
10 Mile Pace:	28	to	37
% of Samples in 10-Mile Pace:	75.86%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 43

Street:	Fifth St			**From/To:**	RR Tracks / Richmond Ave		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	12:13-12:33PM	0	0
Location of survey:	W of Richmond Ave						

SPEED DATA

50th Percentile Speed (mph)	40				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	35	**To**	44		**Justification**	**CVC 22358.8(a), railroad crossing, keep**
Percentage of Vehicles in Pace	72%					**existing speed limit**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS

Average Daily Traffic	13277
Traffic Control Type	None

ROADWAY CHARACTERISTICS

Segment Length (Feet)	1650
Vertical/Horizontal Alignment	Horizontal
Road Width	61'
Parking Restriction	Yes
No. Lanes and Median	2/ direction/ Painted
Improvement (SW, C & G)	Partial
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial/ RR tracks

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Fifth St
Location: W of Richmond Ave
Between: RR Tracks / Richmond Ave

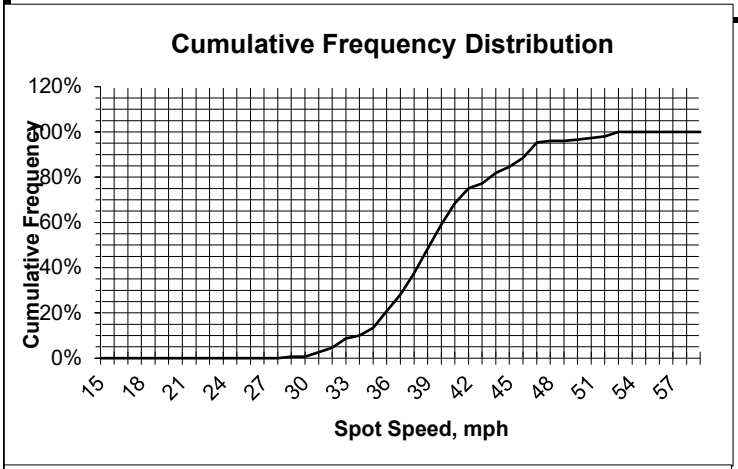
Ref. # 43

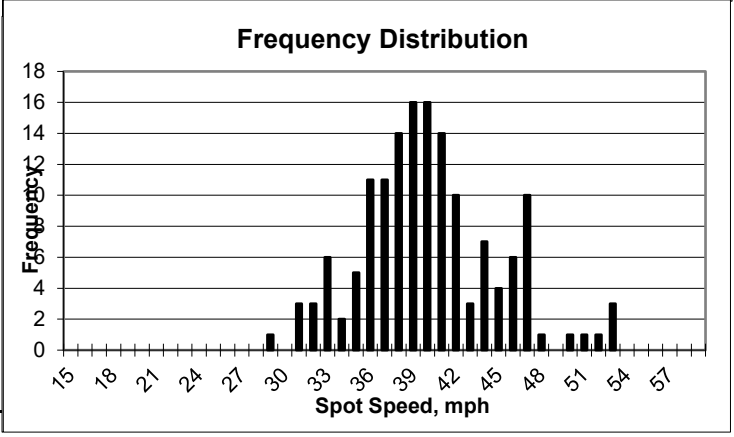
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 12:13-12:33PM
Recorder: EY /AY
Posted Speed: 35 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	1	0.67%	0.67%
30	0	0.00%	0.67%
31	3	2.01%	2.68%
32	3	2.01%	4.70%
33	6	4.03%	8.72%
34	2	1.34%	10.07%
35	5	3.36%	13.42%
36	11	7.38%	20.81%
37	11	7.38%	28.19%
38	14	9.40%	37.58%
39	16	10.74%	48.32%
40	16	10.74%	59.06%
41	14	9.40%	68.46%
42	10	6.71%	75.17%
43	3	2.01%	77.18%
44	7	4.70%	81.88%
45	4	2.68%	84.56%
46	6	4.03%	88.59%
47	10	6.71%	95.30%
48	1	0.67%	95.97%
49	0	0.00%	95.97%
50	1	0.67%	96.64%
51	1	0.67%	97.32%
52	1	0.67%	97.99%
53	3	2.01%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	149	100%	

DATA ANALYSIS:

Mean Speed:	40
Standard Deviation:	5
Standard error of the mean:	0.41
50th Percentile:	40
85th Percentile:	46
97th Percentile:	51
10 Mile Pace:	35 to 44
% of Samples in 10-Mile Pace:	71.81%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 44

Street:	Fifth St			**From/To:**	Richmond Ave / Rose Ave		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	12:37-12:55P	0	0
Location of survey:	E of Diez						

SPEED DATA						
50th Percentile Speed (mph)	36				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	31	**To**	40		**Justification**	**CVC 22358.8(a), railroad crossing, keep**
Percentage of Vehicles in Pace	75%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.25
Expected Collision Rate (ACC/MVM)	1.17
TRAFFIC FACTORS	
Average Daily Traffic	13277
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2950
Vertical/Horizontal Alignment	Horizontal (road tighten)
Road Width	61'-32'
Parking Restriction	None
No. Lanes and Median	2-1/ direction/ Painted
Improvement (SW, C & G)	None
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial/ RR tracks

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Fifth St
Location: E of Diez
Between: Richmond Ave / Rose Ave

Ref. # 44

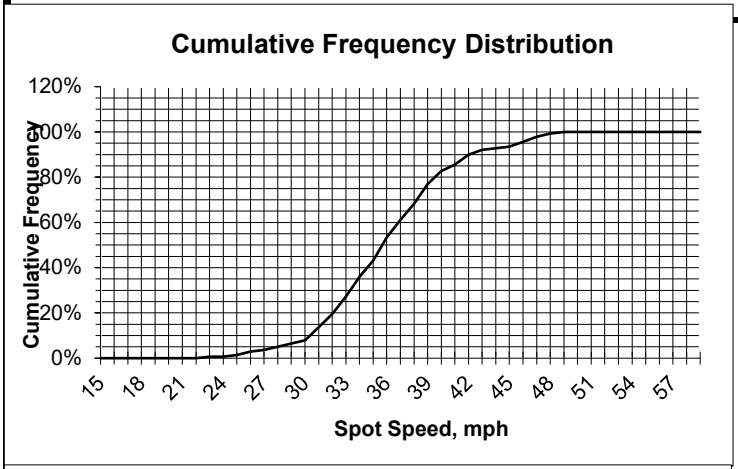
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 12:37-12:55P
Recorder: EY /AY
Posted Speed: 35 mph
Remarks:

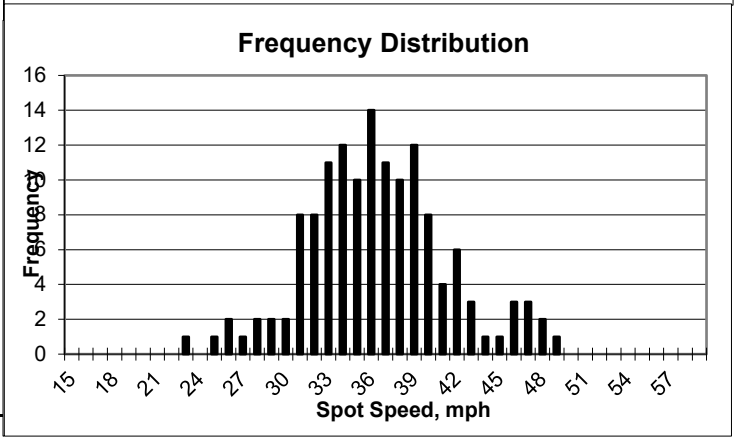
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	1	0.72%	0.72%
24	0	0.00%	0.72%
25	1	0.72%	1.44%
26	2	1.44%	2.88%
27	1	0.72%	3.60%
28	2	1.44%	5.04%
29	2	1.44%	6.47%
30	2	1.44%	7.91%
31	8	5.76%	13.67%
32	8	5.76%	19.42%
33	11	7.91%	27.34%
34	12	8.63%	35.97%
35	10	7.19%	43.17%
36	14	10.07%	53.24%
37	11	7.91%	61.15%
38	10	7.19%	68.35%
39	12	8.63%	76.98%
40	8	5.76%	82.73%
41	4	2.88%	85.61%
42	6	4.32%	89.93%
43	3	2.16%	92.09%
44	1	0.72%	92.81%
45	1	0.72%	93.53%
46	3	2.16%	95.68%
47	3	2.16%	97.84%
48	2	1.44%	99.28%
49	1	0.72%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	139	100%	

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	5
Standard error of the mean:	0.42
50th Percentile:	36
85th Percentile:	41
97th Percentile:	47
10 Mile Pace:	31 to 40
% of Samples in 10-Mile Pace:	74.82%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 45

Street:	Fifth St			**From/To:**	Rose Ave / Rice Ave		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	1:00-1:20PM	0	0
Location of survey:	2000 ft E of Rose Ave						

SPEED DATA						
50th Percentile Speed (mph)	49				**Existing Speed Zone**	**55 mph**
85th Percentile Speed (mph)	55				**Proposed Speed Zone**	**55 mph**
10 mph Pace Speed (mph)	45	**To**	54		**Justification**	
Percentage of Vehicles in Pace	61%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	7
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.48
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	13277
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	5275
Vertical/Horizontal Alignment	None
Road Width	40'
Parking Restriction	None
No. Lanes and Median	1/ direction
Improvement (SW, C & G)	None
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Farm land/ RR tracks

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Fifth St
Location: 2000 ft E of Rose Ave
Between: Rose Ave / Rice Ave

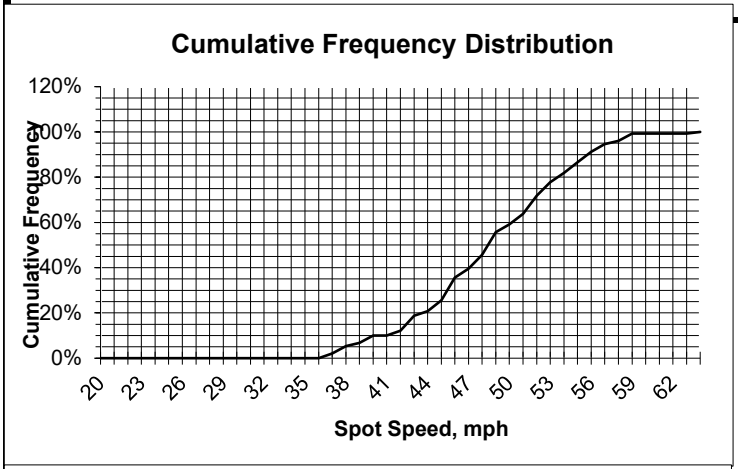
Ref. # 45

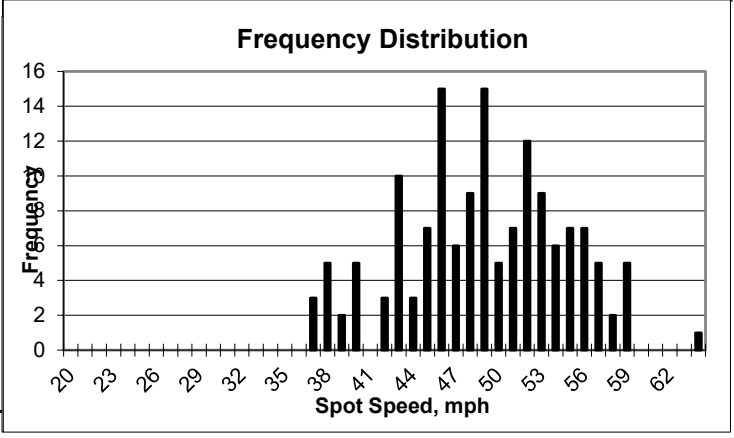
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 1:00-1:20PM
Recorder: EY /AY
Posted Speed: 55 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	3	2.01%	2.01%
38	5	3.36%	5.37%
39	2	1.34%	6.71%
40	5	3.36%	10.07%
41	0	0.00%	10.07%
42	3	2.01%	12.08%
43	10	6.71%	18.79%
44	3	2.01%	20.81%
45	7	4.70%	25.50%
46	15	10.07%	35.57%
47	6	4.03%	39.60%
48	9	6.04%	45.64%
49	15	10.07%	55.70%
50	5	3.36%	59.06%
51	7	4.70%	63.76%
52	12	8.05%	71.81%
53	9	6.04%	77.85%
54	6	4.03%	81.88%
55	7	4.70%	86.58%
56	7	4.70%	91.28%
57	5	3.36%	94.63%
58	2	1.34%	95.97%
59	5	3.36%	99.33%
60	0	0.00%	99.33%
61	0	0.00%	99.33%
62	0	0.00%	99.33%
63	0	0.00%	99.33%
66	1	0.67%	100.00%
Total:	149	100%	

DATA ANALYSIS:

Mean Speed:	49
Standard Deviation:	6
Standard error of the mean:	0.49
50th Percentile:	49
85th Percentile:	55
97th Percentile:	59
10 Mile Pace:	45 to 54
% of Samples in 10-Mile Pace:	61.07%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 46

Street:	Fifth St			**From/To:**	Rice Ave / Del Norte Blvd		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	1:25-1:40PM	0	0
Location of survey:	2500 ft E of Rice Ave						

SPEED DATA						
50th Percentile Speed (mph)	52				**Existing Speed Zone**	**None**
85th Percentile Speed (mph)	56				**Proposed Speed Zone**	**55 mph**
10 mph Pace Speed (mph)	47	**To**	56		**Justification**	
Percentage of Vehicles in Pace	62%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	5
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.41
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	13277
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4450
Vertical/Horizontal Alignment	None
Road Width	40'
Parking Restriction	None
No. Lanes and Median	1/ direction
Improvement (SW, C & G)	None
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Farm Land/ RR tracks

Comments

Dirt shoulder

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Fifth St
Location: 2500 ft E of Rice Ave
Between: Rice Ave / Del Norte Blvd

Ref. # 46

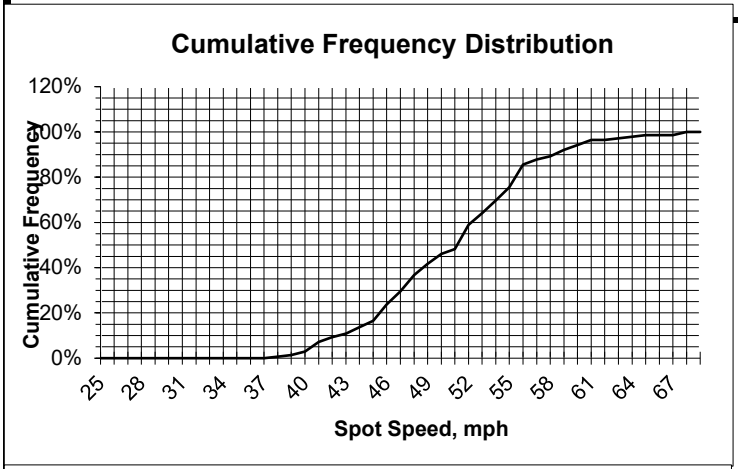
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 1:25-1:40PM
Recorder: EY /AY
Posted Speed: None
Remarks:

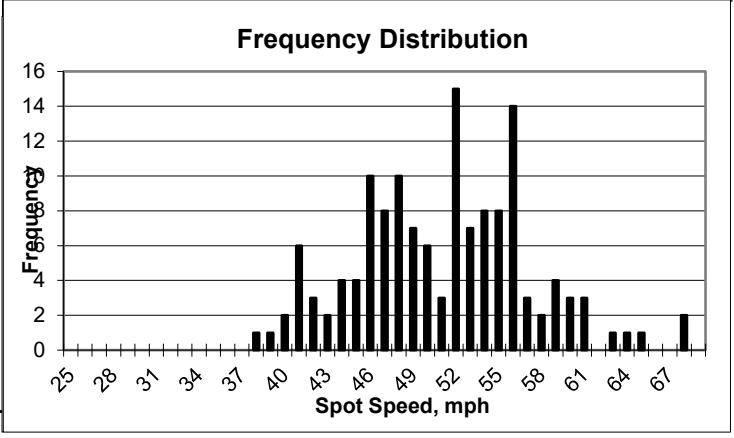
Speed	Frequency	Percent	Cumulative Percent
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	0	0.00%	0.00%
38	1	0.72%	0.72%
39	1	0.72%	1.44%
40	2	1.44%	2.88%
41	6	4.32%	7.19%
42	3	2.16%	9.35%
43	2	1.44%	10.79%
44	4	2.88%	13.67%
45	4	2.88%	16.55%
46	10	7.19%	23.74%
47	8	5.76%	29.50%
48	10	7.19%	36.69%
49	7	5.04%	41.73%
50	6	4.32%	46.04%
51	3	2.16%	48.20%
52	15	10.79%	58.99%
53	7	5.04%	64.03%
54	8	5.76%	69.78%
55	8	5.76%	75.54%
56	14	10.07%	85.61%
57	3	2.16%	87.77%
58	2	1.44%	89.21%
59	4	2.88%	92.09%
60	3	2.16%	94.24%
61	3	2.16%	96.40%
62	0	0.00%	96.40%
63	1	0.72%	97.12%
64	1	0.72%	97.84%
65	1	0.72%	98.56%
66	0	0.00%	98.56%
67	0	0.00%	98.56%
68	2	1.44%	100.00%
69	0	0.00%	100.00%
Total:	139	100%	

DATA ANALYSIS:

Mean Speed:	51
Standard Deviation:	6
Standard error of the mean:	0.51
50th Percentile:	52
85th Percentile:	56
97th Percentile:	63
10 Mile Pace:	47 to 56
% of Samples in 10-Mile Pace:	61.87%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 47

Street:	Gary Dr			**From/To:**	Albany Dr / Rose Ave
Survey date:	4/22 & 5/18	**Day:**	Fri / Wed	**Hours:**	2:10-3:00P / 8:20-8:5 0 0
Location of survey:	at Boston Dr				

SPEED DATA						
50th Percentile Speed (mph)	28				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	33				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	24	**To**	33		**Justification**	
Percentage of Vehicles in Pace	79%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.65
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	4000
Traffic Control Type	Stop sign

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1850
Vertical/Horizontal Alignment	Horizontal (at Frankfort)
Road Width	36'
Parking Restriction	Yes
No. Lanes and Median	1/ direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential/ High school/ Park

Comments Channel Islnds High school, uncontrolled crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Gary Dr
Location: at Boston Dr
Between: Albany Dr / Rose Ave

Ref. # 47

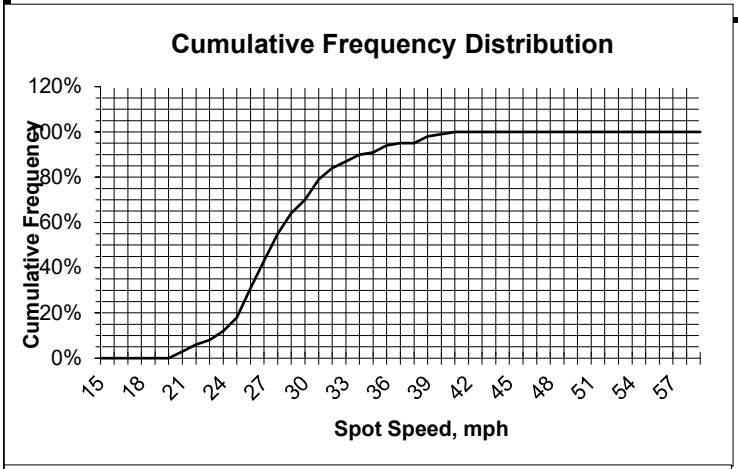
Date: 4/22 & 5/18 **Day:** Fri/Wed
Weather: Clear
Hours: 2:10-3:00P / 8:20-8:55A
Recorder: AY/EY
Posted Speed: 30 mph
Remarks:

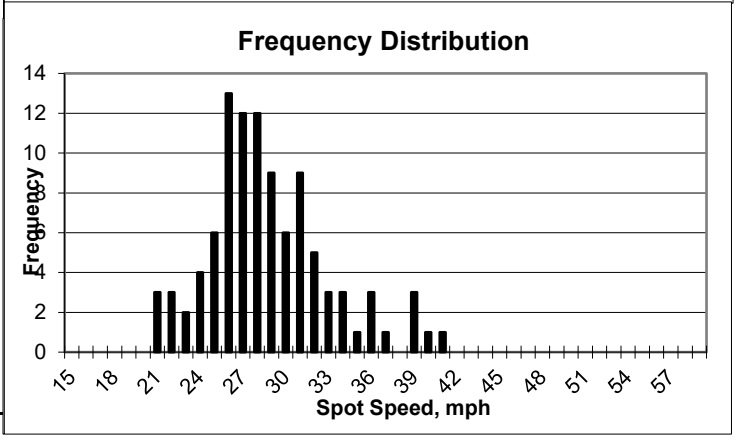
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	3	3.00%	3.00%
22	3	3.00%	6.00%
23	2	2.00%	8.00%
24	4	4.00%	12.00%
25	6	6.00%	18.00%
26	13	13.00%	31.00%
27	12	12.00%	43.00%
28	12	12.00%	55.00%
29	9	9.00%	64.00%
30	6	6.00%	70.00%
31	9	9.00%	79.00%
32	5	5.00%	84.00%
33	3	3.00%	87.00%
34	3	3.00%	90.00%
35	1	1.00%	91.00%
36	3	3.00%	94.00%
37	1	1.00%	95.00%
38	0	0.00%	95.00%
39	3	3.00%	98.00%
40	1	1.00%	99.00%
41	1	1.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	100	100%	

DATA ANALYSIS:

Mean Speed:	29
Standard Deviation:	4
Standard error of the mean:	0.4
50th Percentile:	28
85th Percentile:	33
97th Percentile:	39
10 Mile Pace:	24 to 33
% of Samples in 10-Mile Pace:	79.00%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 48

Street:	Gonzales Rd			**From/To:**	Victoria Ave / Merion Way		
Survey date:	4/12/2022	**Day:**	Tuesday	**Hours:**	11:17-11:35AM	0	0
Location of survey:	300 ft W of Merion Way						

SPEED DATA						
50th Percentile Speed (mph)	44				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	49				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	40	**To**	49		**Justification**	
Percentage of Vehicles in Pace	76.2%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.14
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	15883
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2130
Vertical/Horizontal Alignment	None
Road Width	84'
Parking Restriction	No parking
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Farm land/ High school

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Gonzales Rd
Location: 300 ft W of Merion Way
Between: Victoria Ave / Merion Way

Ref. # 48

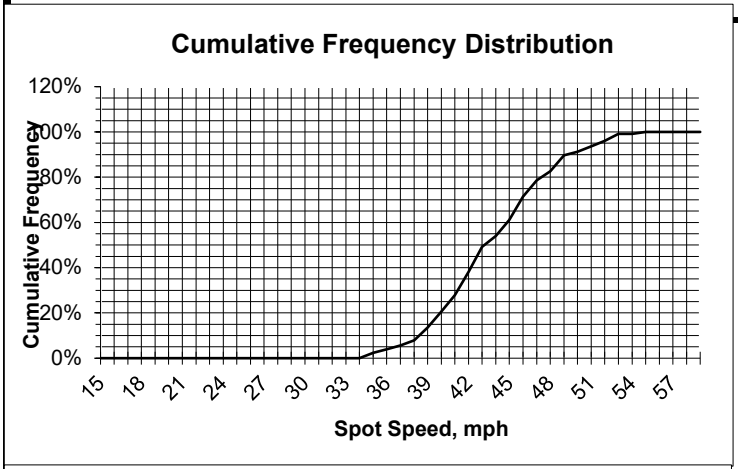
Date: 4/12/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:17-11:35AM
Recorder: DR /JR
Posted Speed: 45 mph
Remarks:

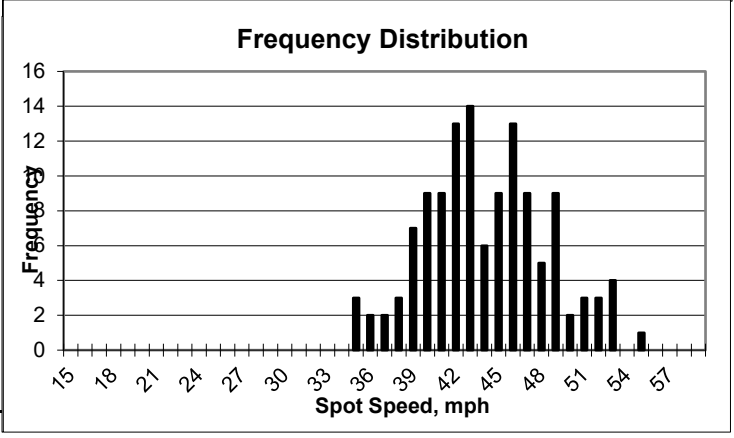
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	3	2.38%	2.38%
36	2	1.59%	3.97%
37	2	1.59%	5.56%
38	3	2.38%	7.94%
39	7	5.56%	13.49%
40	9	7.14%	20.63%
41	9	7.14%	27.78%
42	13	10.32%	38.10%
43	14	11.11%	49.21%
44	6	4.76%	53.97%
45	9	7.14%	61.11%
46	13	10.32%	71.43%
47	9	7.14%	78.57%
48	5	3.97%	82.54%
49	9	7.14%	89.68%
50	2	1.59%	91.27%
51	3	2.38%	93.65%
52	3	2.38%	96.03%
53	4	3.17%	99.21%
54	0	0.00%	99.21%
55	1	0.79%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	126	100%	

DATA ANALYSIS:

Mean Speed:	44
Standard Deviation:	4
Standard error of the mean:	0.36
50th Percentile:	44
85th Percentile:	49
97th Percentile:	53
10 Mile Pace:	40 to 49
% of Samples in 10-Mile Pace:	76.19%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 49

Street:	Gonzales Rd			**From/To:**	Merion Way / Patterson Rd		
Survey date:	4/12/2022	**Day:**	Tuesday	**Hours:**	11:40-11:55AM	0	0
Location of survey:	300' e/o Campus						

SPEED DATA						
50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	38	**To**	47		**Justification**	
Percentage of Vehicles in Pace	79.5%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.29
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	15883
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2120
Vertical/Horizontal Alignment	None
Road Width	84'
Parking Restriction	No parking
No. Lanes and Median	2/ direction /Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Fam Land/ High school/ Elem school

Comments

Oxnard High school crosswalk controlled
Thurgood Marshall Elem crosswalk controlled

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Gonzales Rd
Location: 300' e/o Campus
Between: Merion Way / Patterson Rd

Ref. # 49

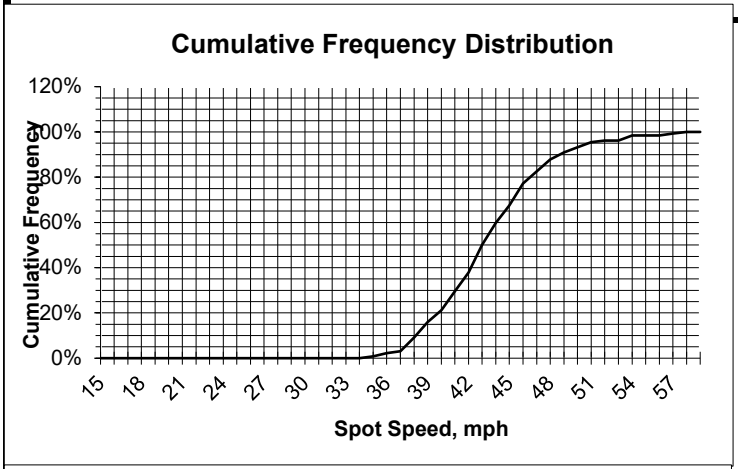
Date: 4/12/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:40-11:55AM
Recorder: DR /JR
Posted Speed: 45 mph
Remarks:

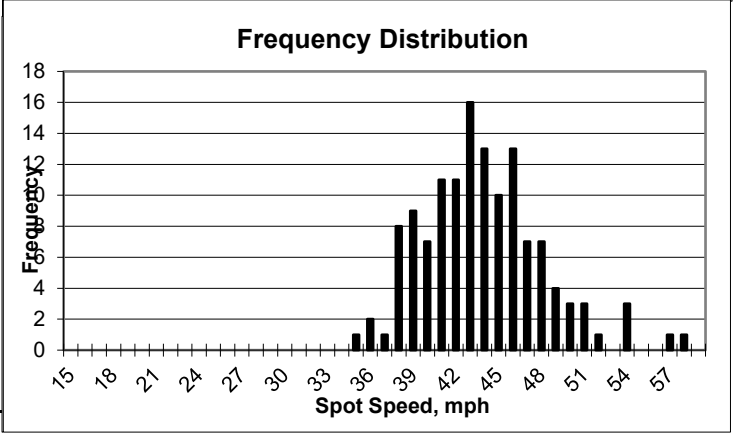
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	1	0.76%	0.76%
36	2	1.52%	2.27%
37	1	0.76%	3.03%
38	8	6.06%	9.09%
39	9	6.82%	15.91%
40	7	5.30%	21.21%
41	11	8.33%	29.55%
42	11	8.33%	37.88%
43	16	12.12%	50.00%
44	13	9.85%	59.85%
45	10	7.58%	67.42%
46	13	9.85%	77.27%
47	7	5.30%	82.58%
48	7	5.30%	87.88%
49	4	3.03%	90.91%
50	3	2.27%	93.18%
51	3	2.27%	95.45%
52	1	0.76%	96.21%
53	0	0.00%	96.21%
54	3	2.27%	98.48%
55	0	0.00%	98.48%
56	0	0.00%	98.48%
57	1	0.76%	99.24%
58	1	0.76%	100.00%
59	0	0.00%	100.00%
Total:	132	100%	

DATA ANALYSIS:

Mean Speed:	44		
Standard Deviation:	4		
Standard error of the mean:	0.35		
50th Percentile:	43		
85th Percentile:	48		
97th Percentile:	54		
10 Mile Pace:	38	to	47
% of Samples in 10-Mile Pace:	79.55%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 50

Street:	Gonzales Rd			**From/To:**	Patterson Rd / Ventura Rd		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	3:08-3:25pm	0	0
Location of survey:	E of Gallatin Pl						

SPEED DATA						
50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	38	**To**	47		**Justification**	
Percentage of Vehicles in Pace	83.1%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.09
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	14741
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3790
Vertical/Horizontal Alignment	None
Road Width	80'
Parking Restriction	No parking
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Gonzales Rd
Location: E of Gallatin Pl
Between: Patterson Rd / Ventura Rd

Ref. # 50

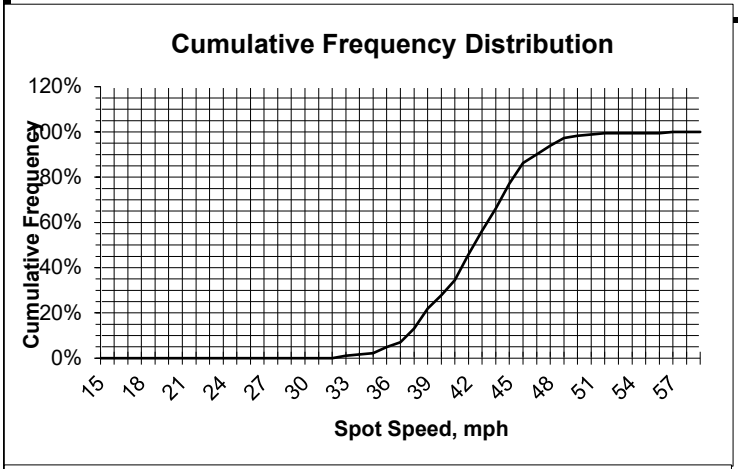
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:08-3:25pm
Recorder: EY AY
Posted Speed: 45 mph
Remarks:

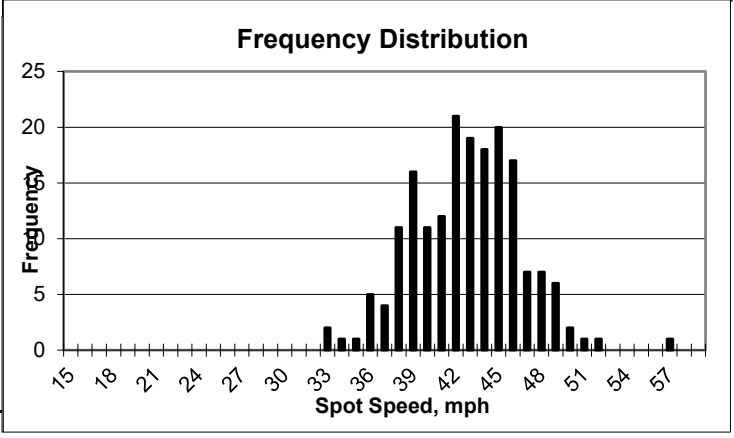
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	2	1.09%	1.09%
34	1	0.55%	1.64%
35	1	0.55%	2.19%
36	5	2.73%	4.92%
37	4	2.19%	7.10%
38	11	6.01%	13.11%
39	16	8.74%	21.86%
40	11	6.01%	27.87%
41	12	6.56%	34.43%
42	21	11.48%	45.90%
43	19	10.38%	56.28%
44	18	9.84%	66.12%
45	20	10.93%	77.05%
46	17	9.29%	86.34%
47	7	3.83%	90.16%
48	7	3.83%	93.99%
49	6	3.28%	97.27%
50	2	1.09%	98.36%
51	1	0.55%	98.91%
52	1	0.55%	99.45%
53	0	0.00%	99.45%
54	0	0.00%	99.45%
55	0	0.00%	99.45%
56	0	0.00%	99.45%
57	1	0.55%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	183	100%	

DATA ANALYSIS:

Mean Speed:	43
Standard Deviation:	4
Standard error of the mean:	0.3
50th Percentile:	43
85th Percentile:	46
97th Percentile:	49
10 Mile Pace:	38 to 47
% of Samples in 10-Mile Pace:	83.06%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 51

Street:	Gonzales Rd			**From/To:**	Ventura Rd / H St		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	2:45-3:02PM	0	0
Location of survey:	at Lantana St						

SPEED DATA

50th Percentile Speed (mph)	38				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	43				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	34	**To**	43		**Justification**	
Percentage of Vehicles in Pace	73.1%					**CVC 22358.6, Reduce speed limit**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	10
No. with Speed violations	4
Predominant type	
Collision Rate (ACC/MVM)	0.64
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS

Average Daily Traffic	30360
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	2480
Vertical/Horizontal Alignment	Horizontal (Ventura/Lobelia Dr)
Road Width	80'
Parking Restriction	No parking
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Gonzales Rd
Location: at Lantana St
Between: Ventura Rd / H St

Ref. # 51

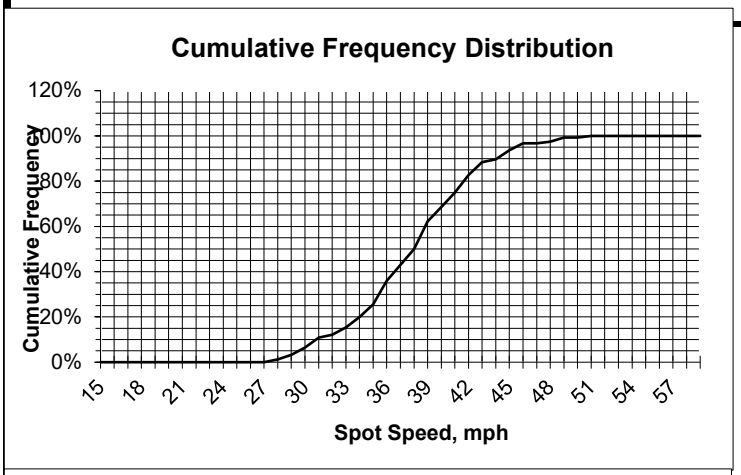
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:45-3:02PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

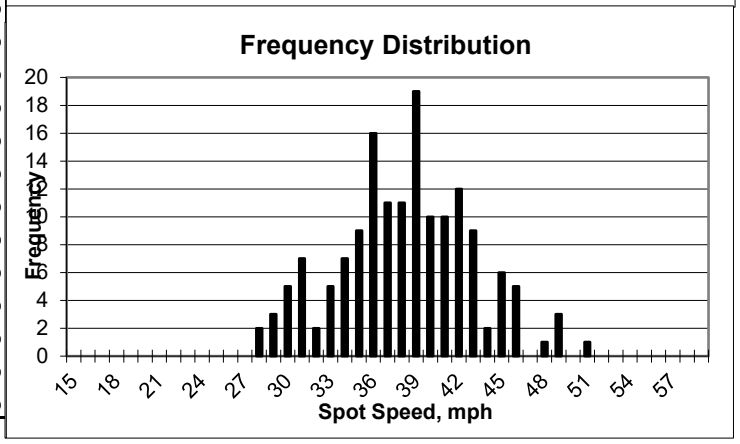
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	2	1.28%	1.28%
29	3	1.92%	3.21%
30	5	3.21%	6.41%
31	7	4.49%	10.90%
32	2	1.28%	12.18%
33	5	3.21%	15.38%
34	7	4.49%	19.87%
35	9	5.77%	25.64%
36	16	10.26%	35.90%
37	11	7.05%	42.95%
38	11	7.05%	50.00%
39	19	12.18%	62.18%
40	10	6.41%	68.59%
41	10	6.41%	75.00%
42	12	7.69%	82.69%
43	9	5.77%	88.46%
44	2	1.28%	89.74%
45	6	3.85%	93.59%
46	5	3.21%	96.79%
47	0	0.00%	96.79%
48	1	0.64%	97.44%
49	3	1.92%	99.36%
50	0	0.00%	99.36%
51	1	0.64%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	156	100%	

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	5
Standard error of the mean:	0.4
50th Percentile:	38
85th Percentile:	43
97th Percentile:	48
10 Mile Pace:	34 to 43
% of Samples in 10-Mile Pace:	73.08%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 52

Street:	Gonzales Rd			**From/To:**	H St / Oxnard Blvd		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	2:20-2:40PM	0	0
Location of survey:	at Ginger St						

SPEED DATA

50th Percentile Speed (mph)	39				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	43				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	**CVC 22358.6, high collision rate, reduce speed limit**
Percentage of Vehicles in Pace	81%					

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	19
No. with Speed violations	8
Predominant type	
Collision Rate (ACC/MVM)	1.09
Expected Collision Rate (ACC/MVM)	1.06

TRAFFIC FACTORS

Average Daily Traffic	30360
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	2775
Vertical/Horizontal Alignment	Horizontal (C St/ Oxnard)
Road Width	80'-100'
Parking Restriction	No parking
No. Lanes and Median	2-3/ direction/ Raised
Improvement (SW, C & G)	C&G&SW, No sidewalk S/S between Frontage/Dover St
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Gonzales Rd
Location: at Ginger St
Between: H St / Oxnard Blvd

Ref. # 52

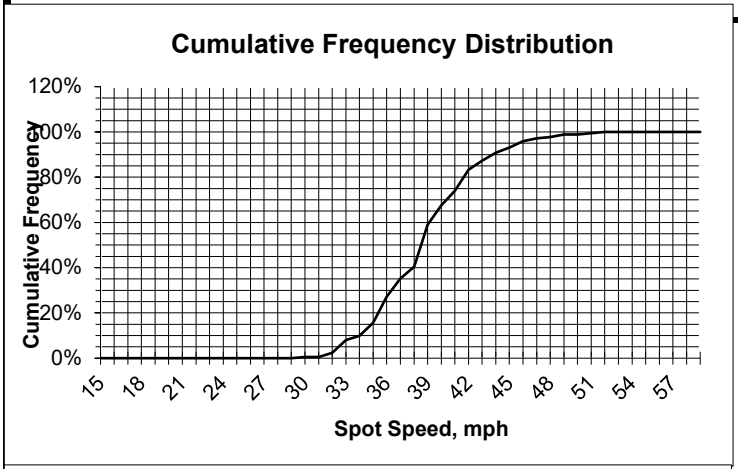
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:20-2:40PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

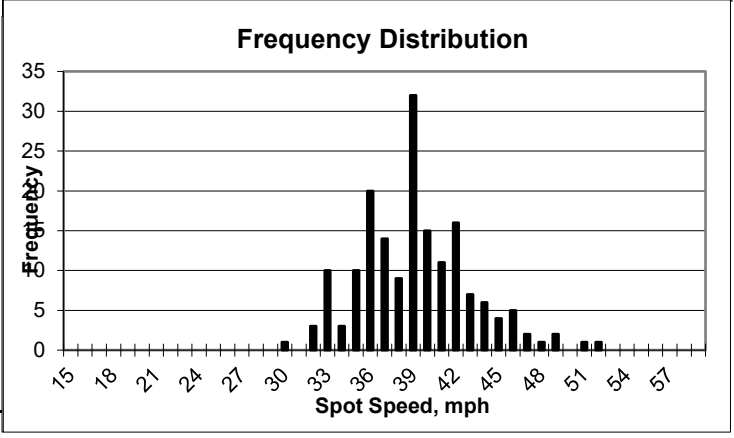
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	1	0.58%	0.58%
31	0	0.00%	0.58%
32	3	1.73%	2.31%
33	10	5.78%	8.09%
34	3	1.73%	9.83%
35	10	5.78%	15.61%
36	20	11.56%	27.17%
37	14	8.09%	35.26%
38	9	5.20%	40.46%
39	32	18.50%	58.96%
40	15	8.67%	67.63%
41	11	6.36%	73.99%
42	16	9.25%	83.24%
43	7	4.05%	87.28%
44	6	3.47%	90.75%
45	4	2.31%	93.06%
46	5	2.89%	95.95%
47	2	1.16%	97.11%
48	1	0.58%	97.69%
49	2	1.16%	98.84%
50	0	0.00%	98.84%
51	1	0.58%	99.42%
52	1	0.58%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	173	100%	

DATA ANALYSIS:

Mean Speed:	39		
Standard Deviation:	4		
Standard error of the mean:	0.3		
50th Percentile:	39		
85th Percentile:	43		
97th Percentile:	47		
10 Mile Pace:	33	to	42
% of Samples in 10-Mile Pace:	80.92%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 53

Street:	Gonzales Rd			**From/To:**	Oxnard Blvd / Snow Ave		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	2:03-2:15PM	0	0
Location of survey:	at Indiana Dr						

SPEED DATA						
50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	83%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	9
No. with Speed violations	4
Predominant type	
Collision Rate (ACC/MVM)	0.34
Expected Collision Rate (ACC/MVM)	1.06
TRAFFIC FACTORS	
Average Daily Traffic	36169
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3540
Vertical/Horizontal Alignment	None
Road Width	125'-100'
Parking Restriction	No parking
No. Lanes and Median	3/ direction/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Farm land

Comments

RR crossing at Oxnard Blvd.
Pacific High school crosswalk controlled

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Gonzales Rd
Location: at Indiana Dr
Between: Oxnard Blvd / Snow Ave

Ref. # 53

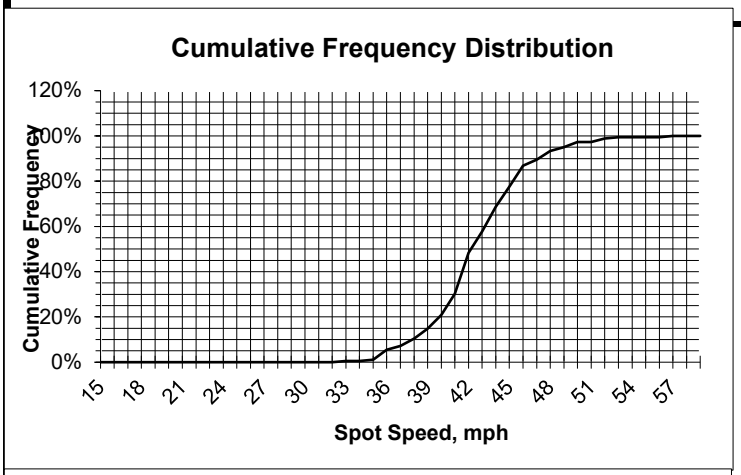
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:03-2:15PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

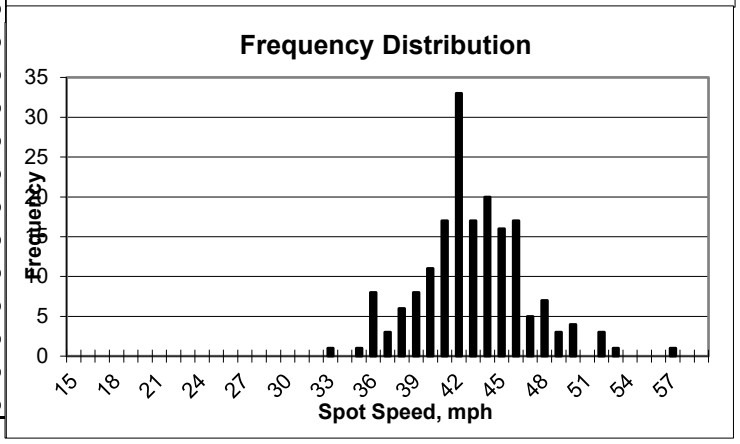
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	1	0.55%	0.55%
34	0	0.00%	0.55%
35	1	0.55%	1.10%
36	8	4.40%	5.49%
37	3	1.65%	7.14%
38	6	3.30%	10.44%
39	8	4.40%	14.84%
40	11	6.04%	20.88%
41	17	9.34%	30.22%
42	33	18.13%	48.35%
43	17	9.34%	57.69%
44	20	10.99%	68.68%
45	16	8.79%	77.47%
46	17	9.34%	86.81%
47	5	2.75%	89.56%
48	7	3.85%	93.41%
49	3	1.65%	95.05%
50	4	2.20%	97.25%
51	0	0.00%	97.25%
52	3	1.65%	98.90%
53	1	0.55%	99.45%
54	0	0.00%	99.45%
55	0	0.00%	99.45%
56	0	0.00%	99.45%
57	1	0.55%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	182	100%	

DATA ANALYSIS:

Mean Speed:	43
Standard Deviation:	4
Standard error of the mean:	0.3
50th Percentile:	43
85th Percentile:	46
97th Percentile:	50
10 Mile Pace:	39 to 48
% of Samples in 10-Mile Pace:	82.97%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 54

Street:	Gonzales Rd			**From/To:**	Snow Ave / Rose Ave	
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	1:42-2:00PM	0 0
Location of survey:	at Almanor St					

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	47				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	38	**To**	47		**Justification**	
Percentage of Vehicles in Pace	78%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	7
No. with Speed violations	3
Predominant type	
Collision Rate (ACC/MVM)	0.44
Expected Collision Rate (ACC/MVM)	1.06
TRAFFIC FACTORS	
Average Daily Traffic	36169
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2100
Vertical/Horizontal Alignment	None
Road Width	100'-105'
Parking Restriction	No parking
No. Lanes and Median	3/ direction(#1 land to left turn E/B to Rose N/B)/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Gonzales Rd
Location: at Almanor St
Between: Snow Ave / Rose Ave

Ref. # 54

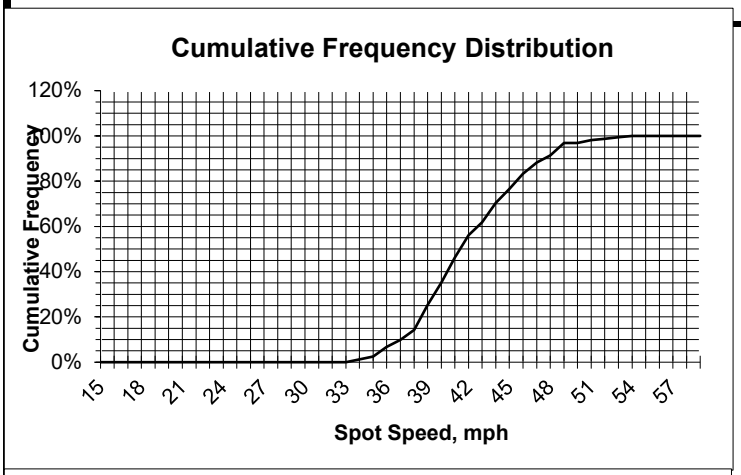
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:42-2:00PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

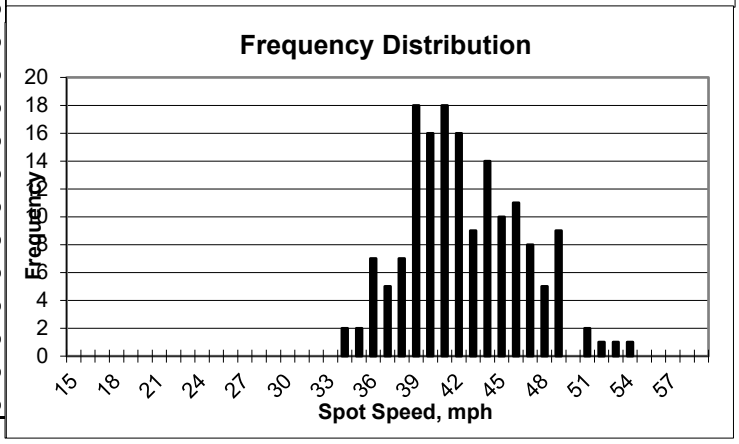
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	2	1.23%	1.23%
35	2	1.23%	2.47%
36	7	4.32%	6.79%
37	5	3.09%	9.88%
38	7	4.32%	14.20%
39	18	11.11%	25.31%
40	16	9.88%	35.19%
41	18	11.11%	46.30%
42	16	9.88%	56.17%
43	9	5.56%	61.73%
44	14	8.64%	70.37%
45	10	6.17%	76.54%
46	11	6.79%	83.33%
47	8	4.94%	88.27%
48	5	3.09%	91.36%
49	9	5.56%	96.91%
50	0	0.00%	96.91%
51	2	1.23%	98.15%
52	1	0.62%	98.77%
53	1	0.62%	99.38%
54	1	0.62%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	162	100%	

DATA ANALYSIS:

Mean Speed:	42
Standard Deviation:	4
Standard error of the mean:	0.31
50th Percentile:	42
85th Percentile:	47
97th Percentile:	51
10 Mile Pace:	38 to 47
% of Samples in 10-Mile Pace:	78.40%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 55

Street:	Gonzales Rd			**From/To:**	Rose Ave / Lombard St		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	1:13-1:30PM	0	0
Location of survey:	at Williams Dr						

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	47				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	38	**To**	47		**Justification**	
Percentage of Vehicles in Pace	81%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.15
Expected Collision Rate (ACC/MVM)	1.06
TRAFFIC FACTORS	
Average Daily Traffic	23271
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2710
Vertical/Horizontal Alignment	None
Road Width	105'
Parking Restriction	No parking
No. Lanes and Median	3/ direction/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Commercial/ Industrial/ Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Gonzales Rd
Location: at Williams Dr
Between: Rose Ave / Lombard St

Ref. # 55

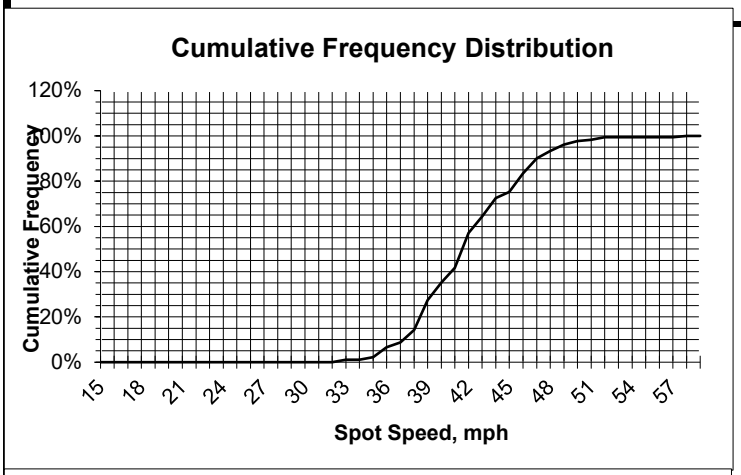
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:13-1:30PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

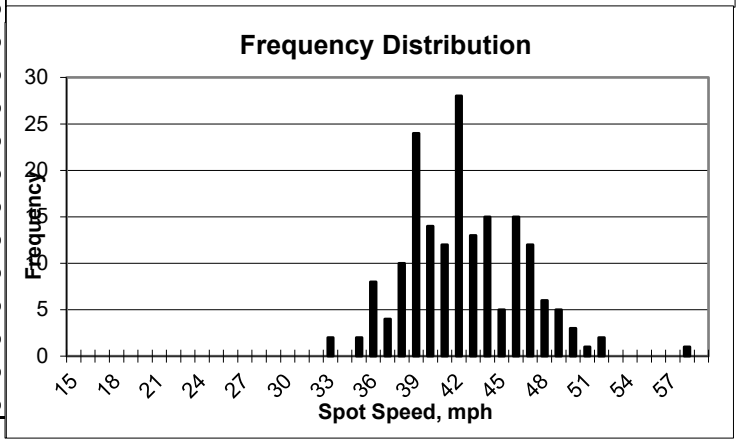
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	2	1.10%	1.10%
34	0	0.00%	1.10%
35	2	1.10%	2.20%
36	8	4.40%	6.59%
37	4	2.20%	8.79%
38	10	5.49%	14.29%
39	24	13.19%	27.47%
40	14	7.69%	35.16%
41	12	6.59%	41.76%
42	28	15.38%	57.14%
43	13	7.14%	64.29%
44	15	8.24%	72.53%
45	5	2.75%	75.27%
46	15	8.24%	83.52%
47	12	6.59%	90.11%
48	6	3.30%	93.41%
49	5	2.75%	96.15%
50	3	1.65%	97.80%
51	1	0.55%	98.35%
52	2	1.10%	99.45%
53	0	0.00%	99.45%
54	0	0.00%	99.45%
55	0	0.00%	99.45%
56	0	0.00%	99.45%
57	0	0.00%	99.45%
58	1	0.55%	100.00%
59	0	0.00%	100.00%
Total:	182	100%	

DATA ANALYSIS:

Mean Speed:	42
Standard Deviation:	4
Standard error of the mean:	0.3
50th Percentile:	42
85th Percentile:	47
97th Percentile:	50
10 Mile Pace:	38 to 47
% of Samples in 10-Mile Pace:	81.32%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 56

Street:	Gonzales Rd			**From/To:**	Lombard St / Rice Ave		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	12:45-1:05PM	0	0
Location of survey:	w/o Solar Dr						

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	38	**To**	47		**Justification**	
Percentage of Vehicles in Pace	78.7%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	5
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.47
Expected Collision Rate (ACC/MVM)	1.06

TRAFFIC FACTORS	
Average Daily Traffic	23271
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2200
Vertical/Horizontal Alignment	None
Road Width	105'
Parking Restriction	No parking
No. Lanes and Median	3/ direction/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Gonzales Rd
Location: w/o Solar Dr
Between: Lombard St / Rice Ave

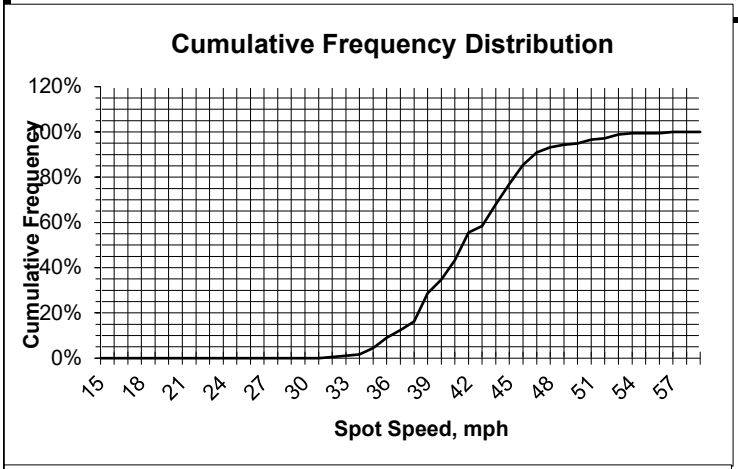
Ref. # 56

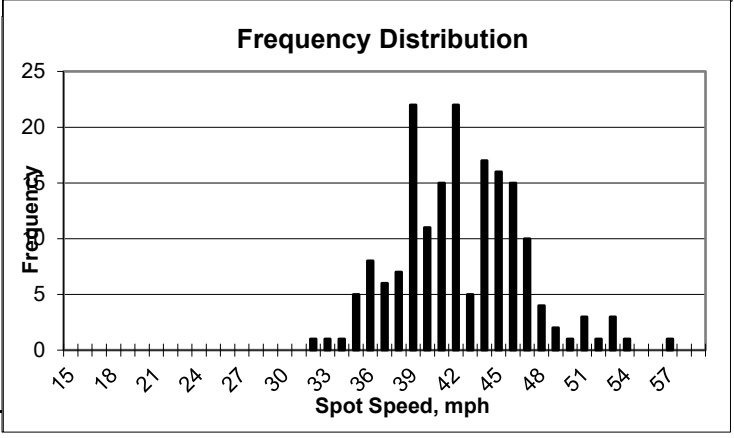
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 12:45-1:05PM
Recorder: EY/AY
Posted Speed: 45 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	1	0.56%	0.56%
33	1	0.56%	1.12%
34	1	0.56%	1.69%
35	5	2.81%	4.49%
36	8	4.49%	8.99%
37	6	3.37%	12.36%
38	7	3.93%	16.29%
39	22	12.36%	28.65%
40	11	6.18%	34.83%
41	15	8.43%	43.26%
42	22	12.36%	55.62%
43	5	2.81%	58.43%
44	17	9.55%	67.98%
45	16	8.99%	76.97%
46	15	8.43%	85.39%
47	10	5.62%	91.01%
48	4	2.25%	93.26%
49	2	1.12%	94.38%
50	1	0.56%	94.94%
51	3	1.69%	96.63%
52	1	0.56%	97.19%
53	3	1.69%	98.88%
54	1	0.56%	99.44%
55	0	0.00%	99.44%
56	0	0.00%	99.44%
57	1	0.56%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	178	100%	

DATA ANALYSIS:

Mean Speed:	42
Standard Deviation:	4
Standard error of the mean:	0.3
50th Percentile:	42
85th Percentile:	46
97th Percentile:	52
10 Mile Pace:	38 to 47
% of Samples in 10-Mile Pace:	78.65%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 57

Street:	Graves Avenue			**From/To:**	Celsius Ave / Latigo Ave		
Survey date:	4/5/2022	**Day:**	Tuesday	**Hours:**	10:18-10:55A	0	0
Location of survey:	200' w/o Camino Del Sol						

SPEED DATA						
50th Percentile Speed (mph)	36				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	32	**To**	41		**Justification**	
Percentage of Vehicles in Pace	68.2%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Stop sign

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2775
Vertical/Horizontal Alignment	Vertical (Camino Del Sol/ Celsius)
Road Width	48'
Parking Restriction	No parking
No. Lanes and Median	1/ direction/ TWLT
Improvement (SW, C & G)	C&G&SW, no sidewalk E/S 275' S of Latigo
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial/ Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Graves Avenue
Location: 200' w/o Camino Del Sol
Between: Celsius Ave / Latigo Ave

Ref. # 57

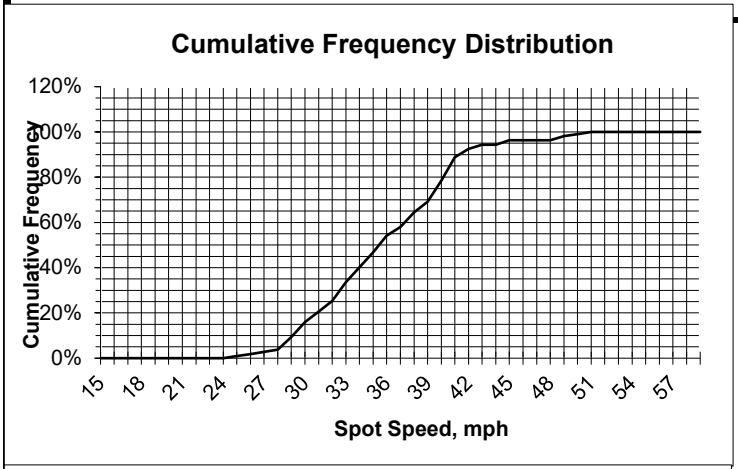
Date: 4/5/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:18-10:55A
Recorder: EY
Posted Speed: 40 mph
Remarks:

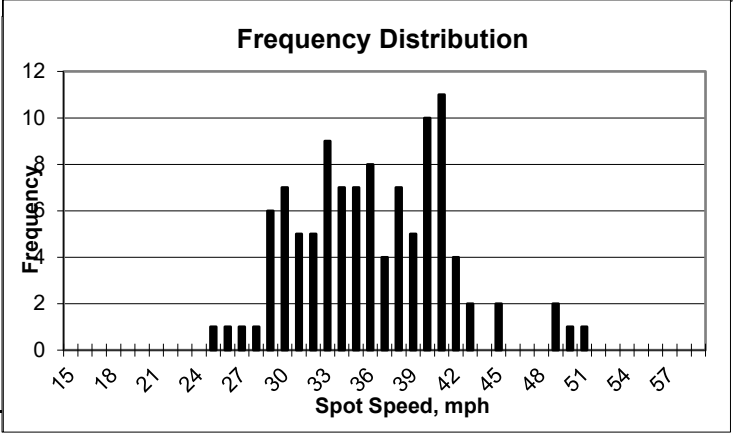
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.93%	0.93%
26	1	0.93%	1.87%
27	1	0.93%	2.80%
28	1	0.93%	3.74%
29	6	5.61%	9.35%
30	7	6.54%	15.89%
31	5	4.67%	20.56%
32	5	4.67%	25.23%
33	9	8.41%	33.64%
34	7	6.54%	40.19%
35	7	6.54%	46.73%
36	8	7.48%	54.21%
37	4	3.74%	57.94%
38	7	6.54%	64.49%
39	5	4.67%	69.16%
40	10	9.35%	78.50%
41	11	10.28%	88.79%
42	4	3.74%	92.52%
43	2	1.87%	94.39%
44	0	0.00%	94.39%
45	2	1.87%	96.26%
46	0	0.00%	96.26%
47	0	0.00%	96.26%
48	0	0.00%	96.26%
49	2	1.87%	98.13%
50	1	0.93%	99.07%
51	1	0.93%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	107	100%	

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	5
Standard error of the mean:	0.48
50th Percentile:	36
85th Percentile:	41
97th Percentile:	49
10 Mile Pace:	32 to 41
% of Samples in 10-Mile Pace:	68.22%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 58

Street:	Graves Ave			**From/To:**	Latigo Ave / Wankel Way		
Survey date:	4/5/2022	**Day:**	Tuesday	**Hours:**	9:40-10:15AM	0	0
Location of survey:	at Pajaro St						

SPEED DATA						
50th Percentile Speed (mph)	36				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	30	**To**	39		**Justification**	
Percentage of Vehicles in Pace	75%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2120
Vertical/Horizontal Alignment	Vertical (at Wankel Way)
Road Width	48'
Parking Restriction	No parking
No. Lanes and Median	1/ direction/ TWLT
Improvement (SW, C & G)	C&G&SW, no sidewalk E/S Wankel/ Santiago
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial/ Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Graves Ave
Location: at Pajaro St
Between: Latigo Ave / Wankel Way

Ref. # 58

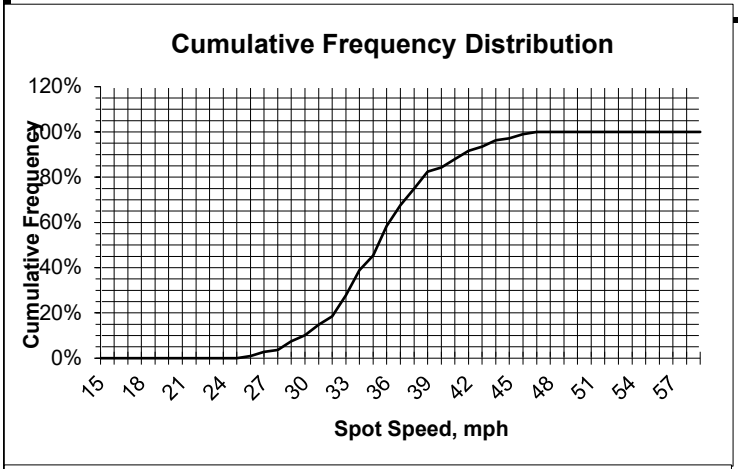
Date: 4/5/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:40-10:15AM
Recorder: EY
Posted Speed: 40 mph
Remarks:

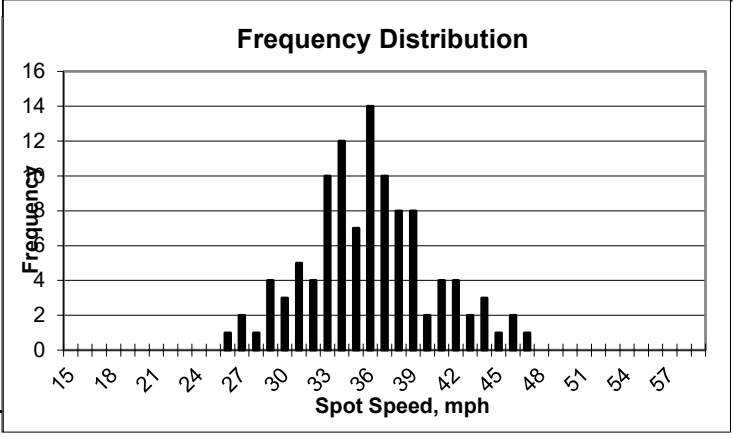
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.93%	0.93%
27	2	1.85%	2.78%
28	1	0.93%	3.70%
29	4	3.70%	7.41%
30	3	2.78%	10.19%
31	5	4.63%	14.81%
32	4	3.70%	18.52%
33	10	9.26%	27.78%
34	12	11.11%	38.89%
35	7	6.48%	45.37%
36	14	12.96%	58.33%
37	10	9.26%	67.59%
38	8	7.41%	75.00%
39	8	7.41%	82.41%
40	2	1.85%	84.26%
41	4	3.70%	87.96%
42	4	3.70%	91.67%
43	2	1.85%	93.52%
44	3	2.78%	96.30%
45	1	0.93%	97.22%
46	2	1.85%	99.07%
47	1	0.93%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	108	100%	

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	4
Standard error of the mean:	0.38
50th Percentile:	36
85th Percentile:	41
97th Percentile:	45
10 Mile Pace:	30 to 39
% of Samples in 10-Mile Pace:	75.00%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 59

Street:	H Street			**From/To:**	Violet Way / Vineyard Ave		
Survey date:	5/3/2022	**Day:**	Tuesday	**Hours:**	3:45-4:20PM	0	0
Location of survey:	at Rosebud Dr						

SPEED DATA						
50th Percentile Speed (mph)	36				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	32	**To**	41		**Justification**	
Percentage of Vehicles in Pace	73.6%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2725
Vertical/Horizontal Alignment	None
Road Width	40'
Parking Restriction	No parking
No. Lanes and Median	1/ direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Cemetery

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: H Street
Location: at Rosebud Dr
Between: Violet Way / Vineyard Ave

Ref. # 59

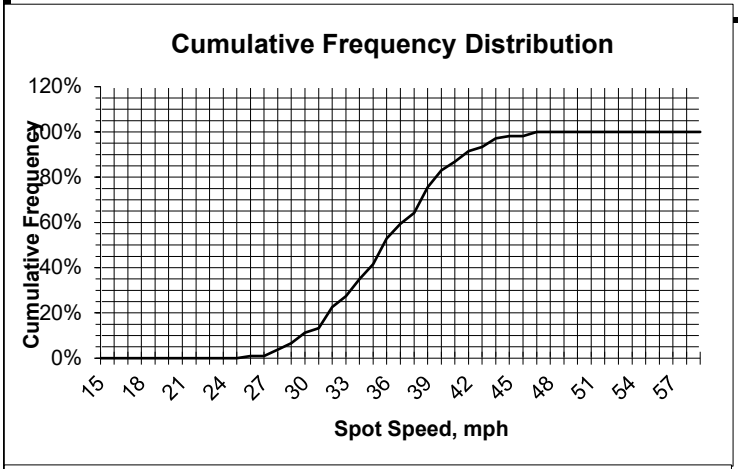
Date: 5/3/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:45-4:20PM
Recorder: AY
Posted Speed: 40 mph
Remarks:

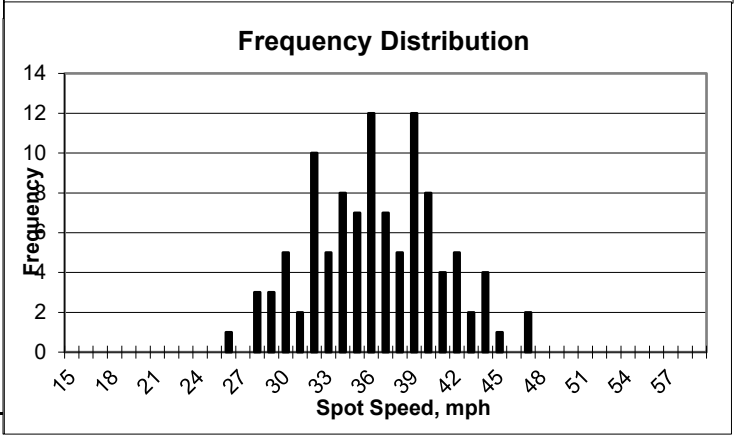
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.94%	0.94%
27	0	0.00%	0.94%
28	3	2.83%	3.77%
29	3	2.83%	6.60%
30	5	4.72%	11.32%
31	2	1.89%	13.21%
32	10	9.43%	22.64%
33	5	4.72%	27.36%
34	8	7.55%	34.91%
35	7	6.60%	41.51%
36	12	11.32%	52.83%
37	7	6.60%	59.43%
38	5	4.72%	64.15%
39	12	11.32%	75.47%
40	8	7.55%	83.02%
41	4	3.77%	86.79%
42	5	4.72%	91.51%
43	2	1.89%	93.40%
44	4	3.77%	97.17%
45	1	0.94%	98.11%
46	0	0.00%	98.11%
47	2	1.89%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	106	100%	

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	4
Standard error of the mean:	0.39
50th Percentile:	36
85th Percentile:	41
97th Percentile:	44
10 Mile Pace:	32 to 41
% of Samples in 10-Mile Pace:	73.58%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 60

Street:	H Street			**From/To:**	Vineyard Ave / Gonzales Rd		
Survey date:	3/14/2022	**Day:**	Monday	**Hours:**	10:00-10:30AM	0	0
Location of survey:	at Holly Ave						

SPEED DATA						
50th Percentile Speed (mph)	40				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	43				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	36	**To**	43		**Justification**	
Percentage of Vehicles in Pace	80.8%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.56
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3700
Vertical/Horizontal Alignment	None
Road Width	63'
Parking Restriction	None
No. Lanes and Median	1/ direction/ TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: H Street
Location: at Holly Ave
Between: Vineyard Ave / Gonzales Rd

Ref. # 60

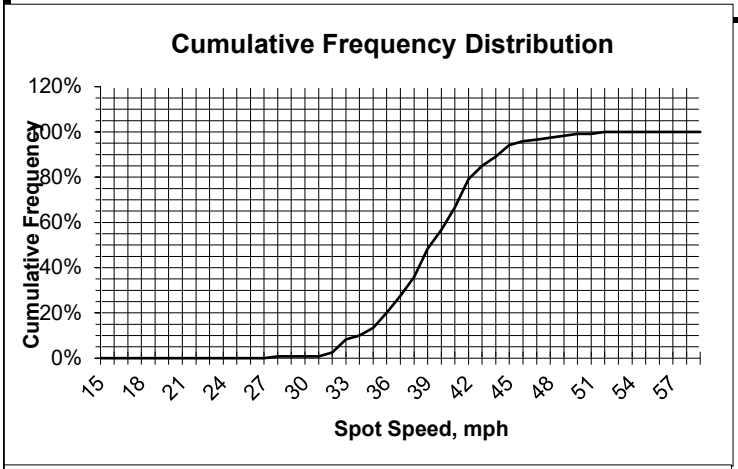
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 10:00-10:30AM
Recorder: EY
Posted Speed: 40 mph
Remarks:

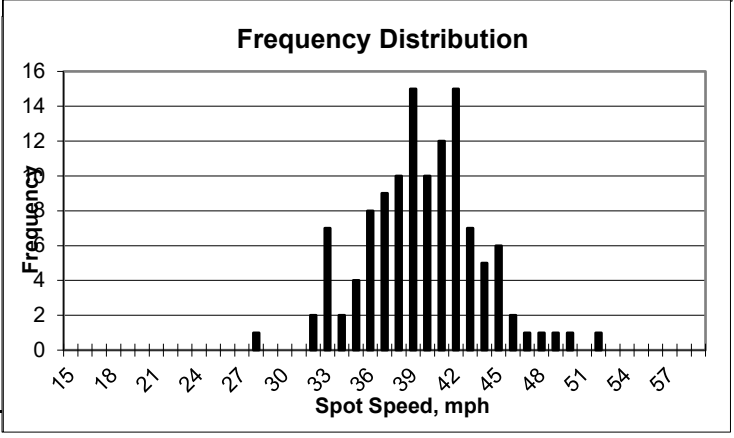
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	0.83%	0.83%
29	0	0.00%	0.83%
30	0	0.00%	0.83%
31	0	0.00%	0.83%
32	2	1.67%	2.50%
33	7	5.83%	8.33%
34	2	1.67%	10.00%
35	4	3.33%	13.33%
36	8	6.67%	20.00%
37	9	7.50%	27.50%
38	10	8.33%	35.83%
39	15	12.50%	48.33%
40	10	8.33%	56.67%
41	12	10.00%	66.67%
42	15	12.50%	79.17%
43	7	5.83%	85.00%
44	5	4.17%	89.17%
45	6	5.00%	94.17%
46	2	1.67%	95.83%
47	1	0.83%	96.67%
48	1	0.83%	97.50%
49	1	0.83%	98.33%
50	1	0.83%	99.17%
51	0	0.00%	99.17%
52	1	0.83%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	120	100%	

DATA ANALYSIS:

Mean Speed:	40		
Standard Deviation:	4		
Standard error of the mean:	0.37		
50th Percentile:	40		
85th Percentile:	43		
97th Percentile:	48		
10 Mile Pace:	36	to	45
% of Samples in 10-Mile Pace:	80.83%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 61

Street:	H Street			**From/To:**	Gonzales Rd / Doris Ave		
Survey date:	3/14/2022	**Day:**	Monday	**Hours:**	10:35-11:05AM	0	0
Location of survey:	at Glenwood Dr						

SPEED DATA						
50th Percentile Speed (mph)	33				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	37				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	29	**To**	38		**Justification**	**22358.8(a), school safety, keep existing**
Percentage of Vehicles in Pace	83.7%					**speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	4
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.65
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal/ Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4230
Vertical/Horizontal Alignment	Vertical (Gonzales/Ivywood Rd)
Road Width	63'-49'
Parking Restriction	Partial
No. Lanes and Median	1/ direction/ TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	Uncontrolled school crosswalk
Adjacent Land use	Residential/ School/ Park

Comments Oxnard Freemont school uncontrolled crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: H Street
Location: at Glenwood Dr
Between: Gonzales Rd / Doris Ave

Ref. # 61

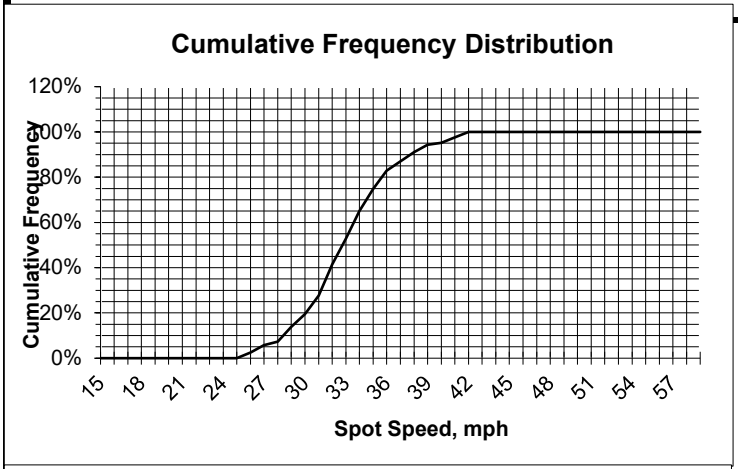
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 10:35-11:05AM
Recorder: EY
Posted Speed: 30 mph
Remarks:

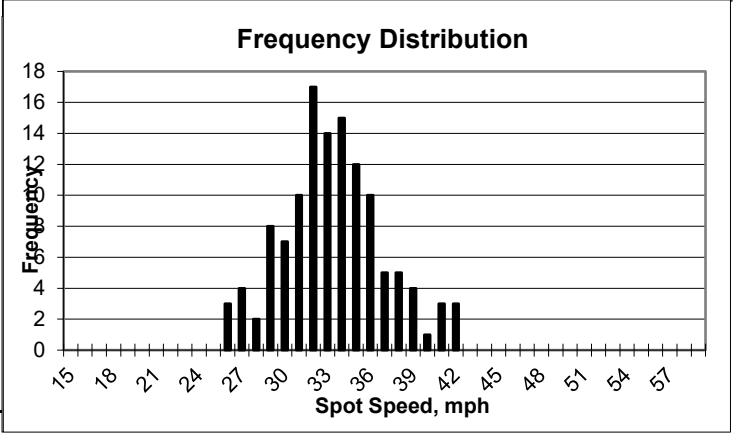
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	3	2.44%	2.44%
27	4	3.25%	5.69%
28	2	1.63%	7.32%
29	8	6.50%	13.82%
30	7	5.69%	19.51%
31	10	8.13%	27.64%
32	17	13.82%	41.46%
33	14	11.38%	52.85%
34	15	12.20%	65.04%
35	12	9.76%	74.80%
36	10	8.13%	82.93%
37	5	4.07%	86.99%
38	5	4.07%	91.06%
39	4	3.25%	94.31%
40	1	0.81%	95.12%
41	3	2.44%	97.56%
42	3	2.44%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	123	100%	

DATA ANALYSIS:

Mean Speed:	33
Standard Deviation:	4
Standard error of the mean:	0.36
50th Percentile:	33
85th Percentile:	37
97th Percentile:	41
10 Mile Pace:	29 to 38
% of Samples in 10-Mile Pace:	83.74%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 62

Street:	H Street			**From/To:**	Doris Ave / Second St		
Survey date:	3/14/2022	**Day:**	Monday	**Hours:**	11:10-11:40AM	0	0
Location of survey:	at Beverly Dr						

SPEED DATA						
50th Percentile Speed (mph)	33				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	35				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	27	**To**	36		**Justification**	**22358.8(a), high collision rate, keep existing**
Percentage of Vehicles in Pace	91.0%					**speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.91
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2280
Vertical/Horizontal Alignment	Vertical (Beverly/Magnolia)
Road Width	49'
Parking Restriction	Partial
No. Lanes and Median	1/direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: H Street
Location: at Beverly Dr
Between: Doris Ave / Second St

Ref. # 62

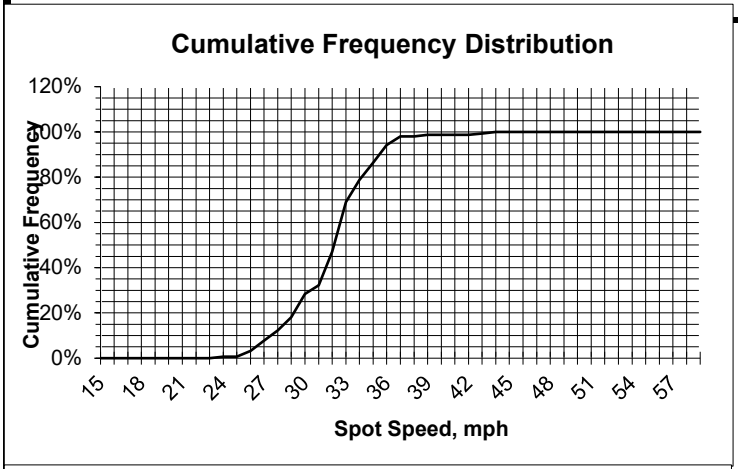
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 11:10-11:40AM
Recorder: EY
Posted Speed: 30 mph
Remarks:

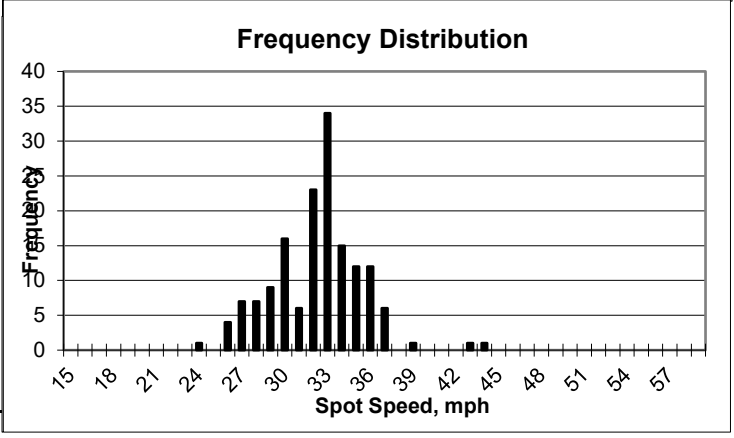
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.65%	0.65%
25	0	0.00%	0.65%
26	4	2.58%	3.23%
27	7	4.52%	7.74%
28	7	4.52%	12.26%
29	9	5.81%	18.06%
30	16	10.32%	28.39%
31	6	3.87%	32.26%
32	23	14.84%	47.10%
33	34	21.94%	69.03%
34	15	9.68%	78.71%
35	12	7.74%	86.45%
36	12	7.74%	94.19%
37	6	3.87%	98.06%
38	0	0.00%	98.06%
39	1	0.65%	98.71%
40	0	0.00%	98.71%
41	0	0.00%	98.71%
42	0	0.00%	98.71%
43	1	0.65%	99.35%
44	1	0.65%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	155	100%	

DATA ANALYSIS:

Mean Speed:	32		
Standard Deviation:	3		
Standard error of the mean:	0.24		
50th Percentile:	33		
85th Percentile:	35		
97th Percentile:	37		
10 Mile Pace:	27	to	36
% of Samples in 10-Mile Pace:	90.97%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 63

Street:	H Street			**From/To:**	Second St / Fifth St	
Survey date:	3/14/2022	**Day:**	Monday	**Hours:**	11:45AM-12:15PM	0 0
Location of survey:	200 ft s/o Third Street					

SPEED DATA						
50th Percentile Speed (mph)	32				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	36				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	28	**To**	37		**Justification**	**22358.8(a), keep existing speed limit, continuation of speed**
Percentage of Vehicles in Pace	88.8%					

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.47
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Stop sign/ Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1470
Vertical/Horizontal Alignment	None
Road Width	49'
Parking Restriction	None
No. Lanes and Median	1/ direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential E/S

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: H Street
Location: 200 ft s/o Third Street
Between: Second St / Fifth St

Ref. # 63

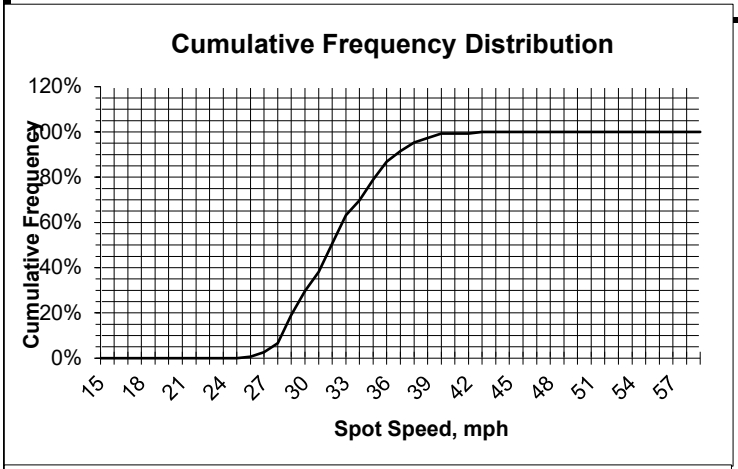
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 11:45AM-12:15PM
Recorder: EY
Posted Speed: 30 mph
Remarks:

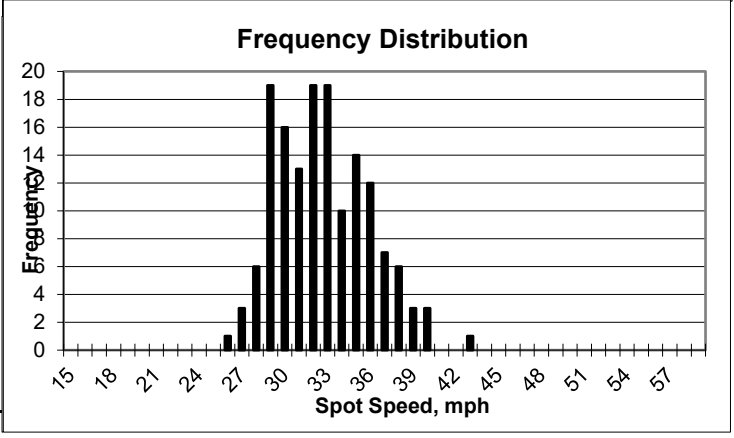
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.66%	0.66%
27	3	1.97%	2.63%
28	6	3.95%	6.58%
29	19	12.50%	19.08%
30	16	10.53%	29.61%
31	13	8.55%	38.16%
32	19	12.50%	50.66%
33	19	12.50%	63.16%
34	10	6.58%	69.74%
35	14	9.21%	78.95%
36	12	7.89%	86.84%
37	7	4.61%	91.45%
38	6	3.95%	95.39%
39	3	1.97%	97.37%
40	3	1.97%	99.34%
41	0	0.00%	99.34%
42	0	0.00%	99.34%
43	1	0.66%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	152	100%	

DATA ANALYSIS:

Mean Speed:	33
Standard Deviation:	3
Standard error of the mean:	0.24
50th Percentile:	32
85th Percentile:	36
97th Percentile:	39
10 Mile Pace:	28 to 37
% of Samples in 10-Mile Pace:	88.82%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 64

Street:	Harbor Blvd			**From/To:**	Bluefin Cir / La Brea St		
Survey date:	4/12/2022	**Day:**	Tuesday	**Hours:**	3:30-4:00PM	0	0
Location of survey:	at Cabezone Cir						

SPEED DATA

50th Percentile Speed (mph)	37				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	32	**To**	41		**Justification**	
Percentage of Vehicles in Pace	77%					**85th percentile speed**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.36
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS

Average Daily Traffic	5000
Traffic Control Type	None

ROADWAY CHARACTERISTICS

Segment Length (Feet)	2700
Vertical/Horizontal Alignment	Vertical (Los Feliz/ La Brea)
Road Width	58'
Parking Restriction	Yes, No parking E/S
No. Lanes and Median	1/ direction/ TWLT
Improvement (SW, C & G)	C&G&SW except no SW W/S of Las Palmas /Bluefin
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Harbor Blvd
Location: at Cabezone Cir
Between: Bluefin Cir / La Brea St

Ref. # 64

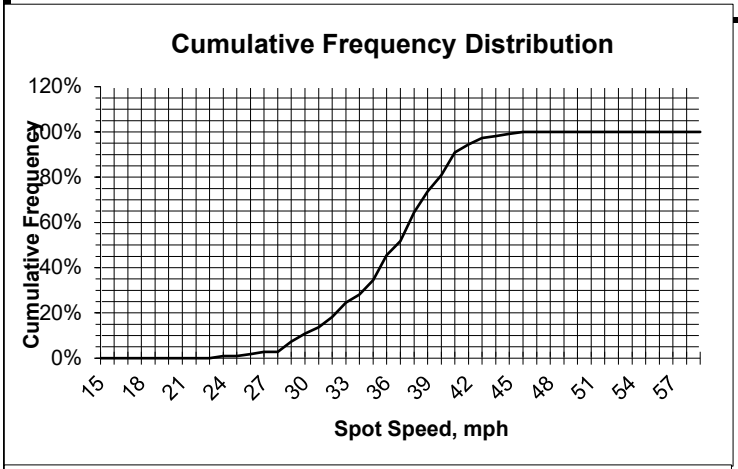
Date: 4/12/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:30-4:00PM
Recorder: AY
Posted Speed: 40 mph
Remarks:

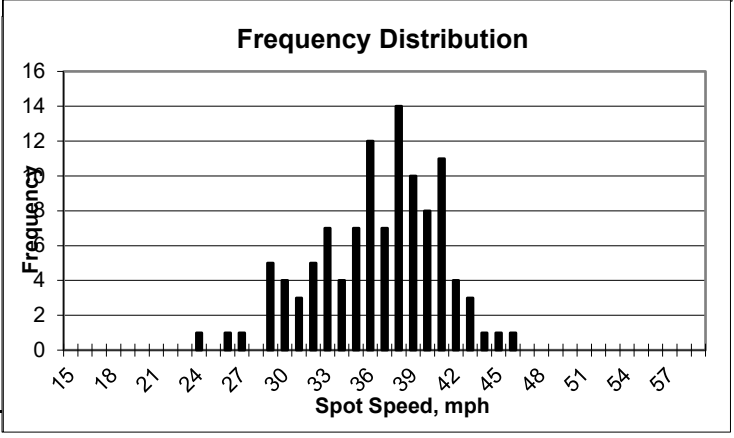
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.91%	0.91%
25	0	0.00%	0.91%
26	1	0.91%	1.82%
27	1	0.91%	2.73%
28	0	0.00%	2.73%
29	5	4.55%	7.27%
30	4	3.64%	10.91%
31	3	2.73%	13.64%
32	5	4.55%	18.18%
33	7	6.36%	24.55%
34	4	3.64%	28.18%
35	7	6.36%	34.55%
36	12	10.91%	45.45%
37	7	6.36%	51.82%
38	14	12.73%	64.55%
39	10	9.09%	73.64%
40	8	7.27%	80.91%
41	11	10.00%	90.91%
42	4	3.64%	94.55%
43	3	2.73%	97.27%
44	1	0.91%	98.18%
45	1	0.91%	99.09%
46	1	0.91%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	110	100%	

DATA ANALYSIS:

Mean Speed:	37
Standard Deviation:	4
Standard error of the mean:	0.38
50th Percentile:	37
85th Percentile:	41
97th Percentile:	43
10 Mile Pace:	32 to 41
% of Samples in 10-Mile Pace:	77.27%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 65

Street:	Harbor Blvd			**From/To:**	Channel Islands Blvd / La Brea St		
Survey date:	4/12/2022	**Day:**	Tuesday	**Hours:**	3:00-3:30PM	0	0
Location of survey:	300 ft N of La Brea St						

SPEED DATA						
50th Percentile Speed (mph)	38				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	42				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	79.1%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1965
Vertical/Horizontal Alignment	Vertical to Horizontal (La Brea/ Channel Islands)
Road Width	58'-50'
Parking Restriction	Yes, No parking E/S
No. Lanes and Median	1/ direction/ TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Harbor Blvd
Location: 300 ft N of La Brea St
Between: Channel Islands Blvd / La Brea St

Ref. # 65

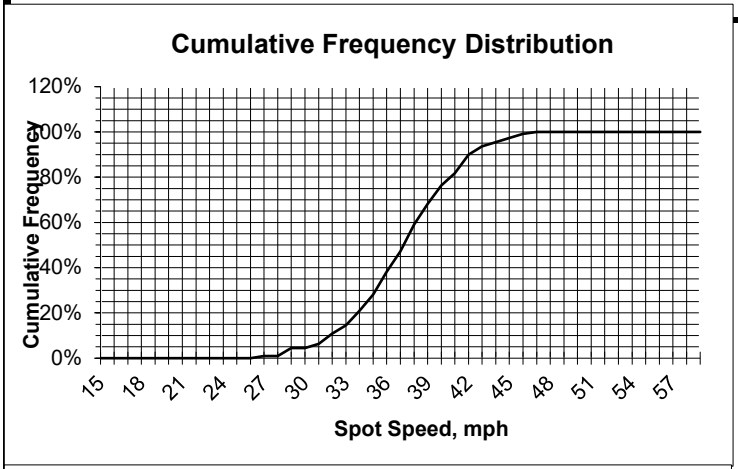
Date: 4/12/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:00-3:30PM
Recorder: AY
Posted Speed: 40 mph
Remarks:

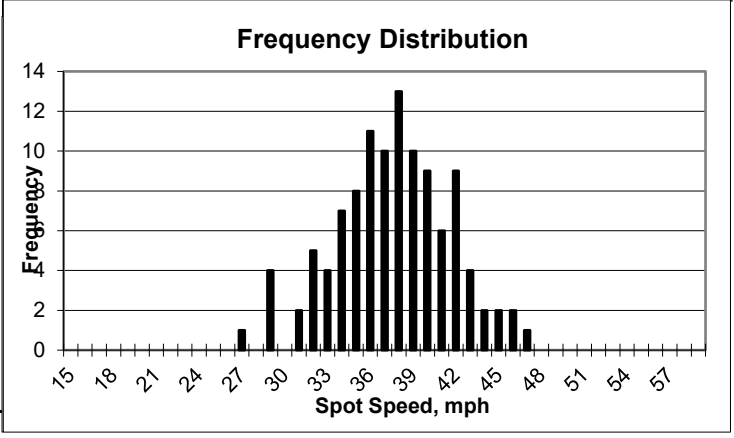
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	1	0.91%	0.91%
28	0	0.00%	0.91%
29	4	3.64%	4.55%
30	0	0.00%	4.55%
31	2	1.82%	6.36%
32	5	4.55%	10.91%
33	4	3.64%	14.55%
34	7	6.36%	20.91%
35	8	7.27%	28.18%
36	11	10.00%	38.18%
37	10	9.09%	47.27%
38	13	11.82%	59.09%
39	10	9.09%	68.18%
40	9	8.18%	76.36%
41	6	5.45%	81.82%
42	9	8.18%	90.00%
43	4	3.64%	93.64%
44	2	1.82%	95.45%
45	2	1.82%	97.27%
46	2	1.82%	99.09%
47	1	0.91%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	110	100%	

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	4
Standard error of the mean:	0.38
50th Percentile:	38
85th Percentile:	42
97th Percentile:	45
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	79.09%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 66

Street:	Harbor Blvd			**From/To:**	Eastbourne Bay / Channel Islands Blvd		
Survey date:	4/12/2022	**Day:**	Tuesday	**Hours:**	2:20-2:50PM	0	0
Location of survey:	at Costa De Oro						

SPEED DATA						
50th Percentile Speed (mph)	49				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	53				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	45	**To**	54		**Justification**	
Percentage of Vehicles in Pace	79.5%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.18
Expected Collision Rate (ACC/MVM)	0.91
TRAFFIC FACTORS	
Average Daily Traffic	18431
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2900
Vertical/Horizontal Alignment	Vertical (Channel Islands/ Meridian)
Road Width	96'
Parking Restriction	No parking W/S
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	C&G&SW on W/S. C&G on E/S
Bicycle lanes/Type	Class Ii
Crosswalks/Type	
Adjacent Land use	Residential/ Park

Comments Park on Eastbourne has no crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Harbor Blvd
Location: at Costa De Oro
Between: Eastbourne Bay / Channel Islands Blvd

Ref. # 66

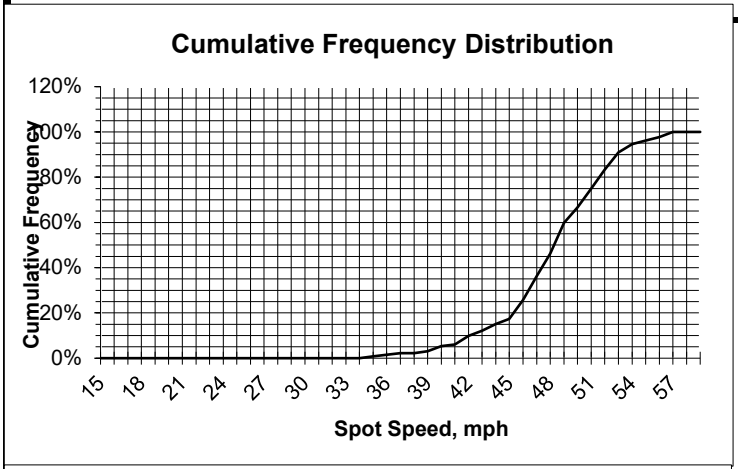
Date: 4/12/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:20-2:50PM
Recorder: AY
Posted Speed: 50 mph
Remarks:

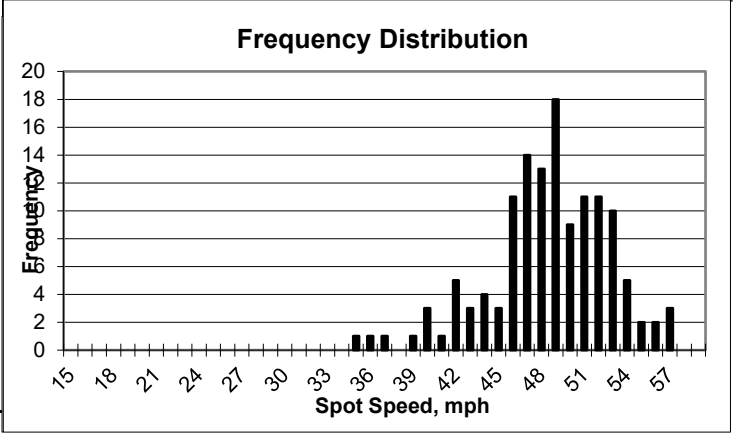
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	1	0.76%	0.76%
36	1	0.76%	1.52%
37	1	0.76%	2.27%
38	0	0.00%	2.27%
39	1	0.76%	3.03%
40	3	2.27%	5.30%
41	1	0.76%	6.06%
42	5	3.79%	9.85%
43	3	2.27%	12.12%
44	4	3.03%	15.15%
45	3	2.27%	17.42%
46	11	8.33%	25.76%
47	14	10.61%	36.36%
48	13	9.85%	46.21%
49	18	13.64%	59.85%
50	9	6.82%	66.67%
51	11	8.33%	75.00%
52	11	8.33%	83.33%
53	10	7.58%	90.91%
54	5	3.79%	94.70%
55	2	1.52%	96.21%
56	2	1.52%	97.73%
57	3	2.27%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	132	100%	

DATA ANALYSIS:

Mean Speed:	49
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	49
85th Percentile:	53
97th Percentile:	56
10 Mile Pace:	45 to 54
% of Samples in 10-Mile Pace:	79.55%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 67

Street:	Harbor Blvd			**From/To:**	Eastbourne Bay /Wooley Rd		
Survey date:	4/12&4/26/22	**Day:**	Tuesday	**Hours:**	9:00-9:40A	0	0
Location of survey:	at Natilus						

SPEED DATA						
50th Percentile Speed (mph)	50				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	54				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	46	**To**	55		**Justification**	
Percentage of Vehicles in Pace	78.7%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	6
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.53
Expected Collision Rate (ACC/MVM)	0.91
TRAFFIC FACTORS	
Average Daily Traffic	18431
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2935
Vertical/Horizontal Alignment	None
Road Width	96'-80'
Parking Restriction	No parking
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	C&G W/S only. E/S none
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ River Bank

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Harbor Blvd
Location: at Natilus
Between: Eastbourne Bay /Wooley Rd

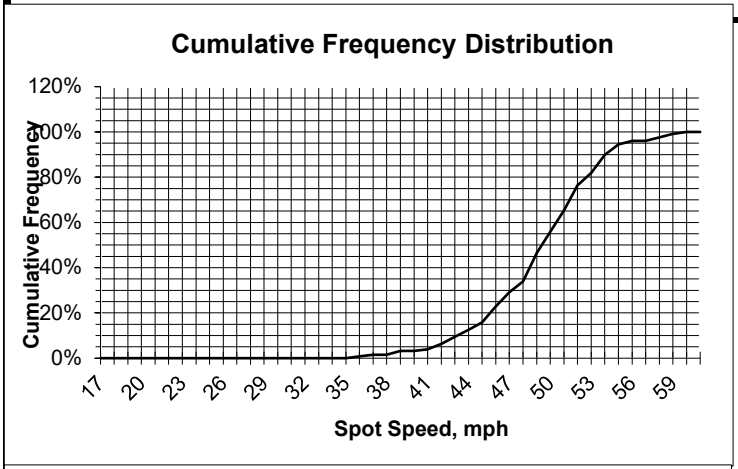
Ref. # 67

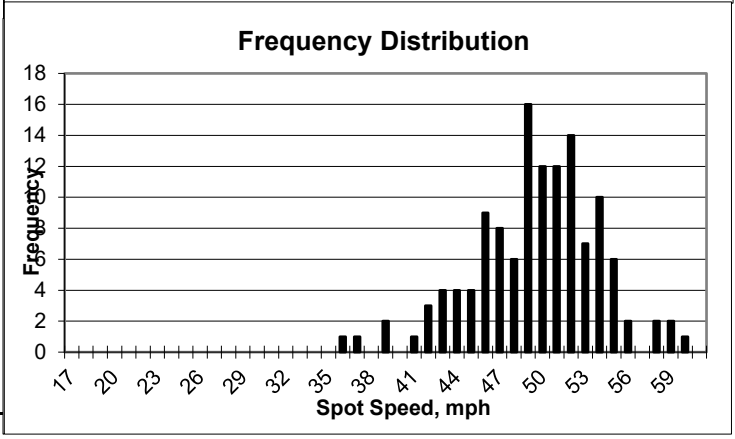
Date: 4/12&4/26/22 **Day:** Tuesday
Weather: Clear
Hours: 9:00-9:40A
Recorder: EY/AY
Posted Speed: 50 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	1	0.79%	0.79%
37	1	0.79%	1.57%
38	0	0.00%	1.57%
39	2	1.57%	3.15%
40	0	0.00%	3.15%
41	1	0.79%	3.94%
42	3	2.36%	6.30%
43	4	3.15%	9.45%
44	4	3.15%	12.60%
45	4	3.15%	15.75%
46	9	7.09%	22.83%
47	8	6.30%	29.13%
48	6	4.72%	33.86%
49	16	12.60%	46.46%
50	12	9.45%	55.91%
51	12	9.45%	65.35%
52	14	11.02%	76.38%
53	7	5.51%	81.89%
54	10	7.87%	89.76%
55	6	4.72%	94.49%
56	2	1.57%	96.06%
57	0	0.00%	96.06%
58	2	1.57%	97.64%
59	2	1.57%	99.21%
60	1	0.79%	100.00%
61	0	0.00%	100.00%
Total:	127	100%	

DATA ANALYSIS:

Mean Speed:	50
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	50
85th Percentile:	54
97th Percentile:	58
10 Mile Pace:	46 to 55
% of Samples in 10-Mile Pace:	78.74%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 68

Street:	Harbor Blvd			**From/To:**	Fifth Street / Wooley Rd		
Survey date:	4/12&4/26/22	**Day:**	Tuesday	**Hours:**	2:30-2:45PM	0	0
Location of survey:	s/o Drift Way						

SPEED DATA						
50th Percentile Speed (mph)	49				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	53				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	45	**To**	54		**Justification**	
Percentage of Vehicles in Pace	78.6%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.09
Expected Collision Rate (ACC/MVM)	0.91
TRAFFIC FACTORS	
Average Daily Traffic	18431
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2900
Vertical/Horizontal Alignment	None
Road Width	80'
Parking Restriction	No parking
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	C&G W/S only. E/S none
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ River Bank

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Harbor Blvd
Location: s/o Drift Way
Between: Fifth Street / Wooley Rd

Ref. # 68

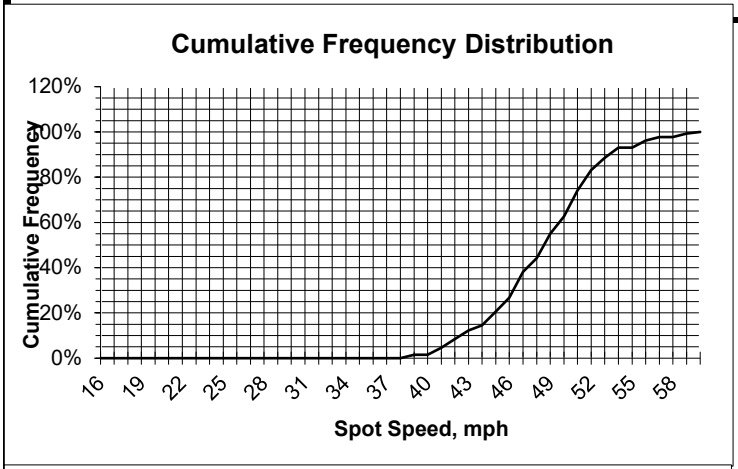
Date: 4/12&4/26/22 **Day:** Tuesday
Weather: Clear
Hours: 2:30-2:45PM
Recorder: EY/AY
Posted Speed: 50 mph
Remarks:

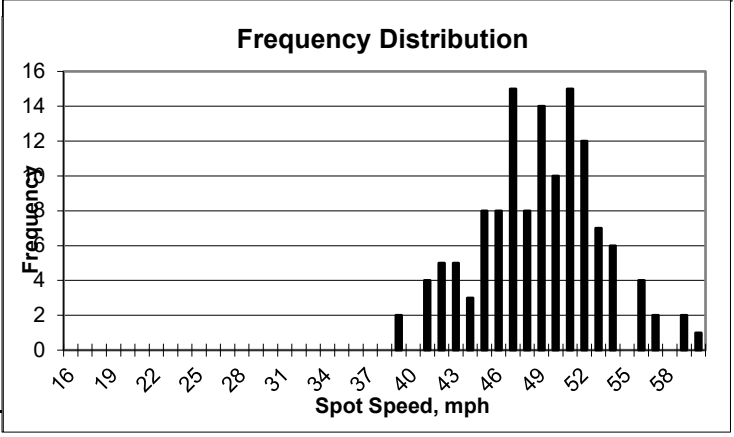
Speed	Frequency	Percent	Cumulative Percent
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	0	0.00%	0.00%
38	0	0.00%	0.00%
39	2	1.53%	1.53%
40	0	0.00%	1.53%
41	4	3.05%	4.58%
42	5	3.82%	8.40%
43	5	3.82%	12.21%
44	3	2.29%	14.50%
45	8	6.11%	20.61%
46	8	6.11%	26.72%
47	15	11.45%	38.17%
48	8	6.11%	44.27%
49	14	10.69%	54.96%
50	10	7.63%	62.60%
51	15	11.45%	74.05%
52	12	9.16%	83.21%
53	7	5.34%	88.55%
54	6	4.58%	93.13%
55	0	0.00%	93.13%
56	4	3.05%	96.18%
57	2	1.53%	97.71%
58	0	0.00%	97.71%
59	2	1.53%	99.24%
60	1	0.76%	100.00%
Total:	131	100%	

DATA ANALYSIS:

Mean Speed:	49
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	49
85th Percentile:	53
97th Percentile:	57
10 Mile Pace:	45 to 54
% of Samples in 10-Mile Pace:	78.63%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 71

Street:	Hemlock St			**From/To:**	Victoria Ave / Patterson Rd		
Survey date:	3/22/2022	**Day:**	Tuesday	**Hours:**	11:35AM-12:05PM	0	0
Location of survey:	at Masthead Dr						

SPEED DATA

50th Percentile Speed (mph)	39				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	42				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	**CVC 22358.6, high collision rate, school**
Percentage of Vehicles in Pace	82%					**safety, bicycle safety, reduce speed limit**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	6
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	1.05
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS

Average Daily Traffic	7000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	3940
Vertical/Horizontal Alignment	None
Road Width	64'
Parking Restriction	Yes
No. Lanes and Median	1/ direction/ TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	Uncontrolled school crosswalk
Adjacent Land use	Residential

Comments Uncontrolled school crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Hemlock St
Location: at Masthead Dr
Between: Victoria Ave / Patterson Rd

Ref. # 71

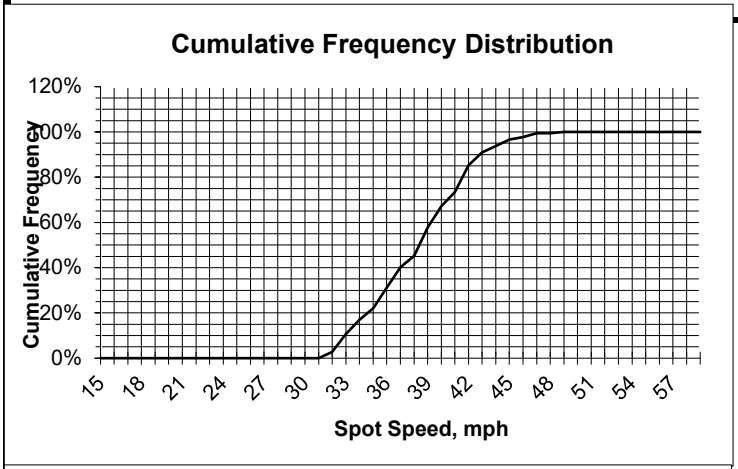
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:35AM-12:05PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

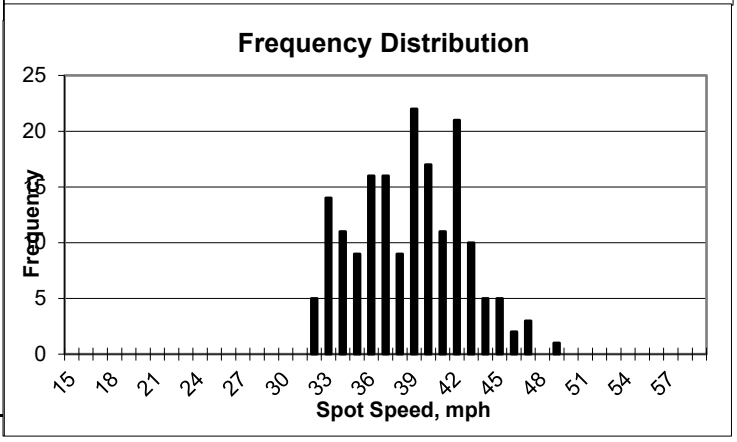
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	5	2.82%	2.82%
33	14	7.91%	10.73%
34	11	6.21%	16.95%
35	9	5.08%	22.03%
36	16	9.04%	31.07%
37	16	9.04%	40.11%
38	9	5.08%	45.20%
39	22	12.43%	57.63%
40	17	9.60%	67.23%
41	11	6.21%	73.45%
42	21	11.86%	85.31%
43	10	5.65%	90.96%
44	5	2.82%	93.79%
45	5	2.82%	96.61%
46	2	1.13%	97.74%
47	3	1.69%	99.44%
48	0	0.00%	99.44%
49	1	0.56%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	177	100%	

DATA ANALYSIS:

Mean Speed:	39		
Standard Deviation:	4		
Standard error of the mean:	0.3		
50th Percentile:	39		
85th Percentile:	42		
97th Percentile:	46		
10 Mile Pace:	33	to	42
% of Samples in 10-Mile Pace:	82.49%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 72

Street:	Hemlock St			**From/To:**	Patterson Rd / Ventura Rd		
Survey date:	3/22/2022	**Day:**	Tuesday	**Hours:**	11:00-11:30AM	0	0
Location of survey:	at McLoughlin Ave						

SPEED DATA						
50th Percentile Speed (mph)	34				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	39				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	31	**To**	40		**Justification**	
Percentage of Vehicles in Pace	78.9%					**CVC 22358.6, school safety**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.34
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4015
Vertical/Horizontal Alignment	None
Road Width	49'
Parking Restriction	Yes
No. Lanes and Median	1/ direction/ TWLT
Improvement (SW, C & G)	Yes, except no SW between Bolker Dr/ Dunsmuir
Bicycle lanes/Type	None
Crosswalks/Type	Uncontrolled school crosswalk
Adjacent Land use	Residential

Comments Uncontrolled school crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Hemlock St
Location: at McLoughlin Ave
Between: Patterson Rd / Ventura Rd

Ref. # 72

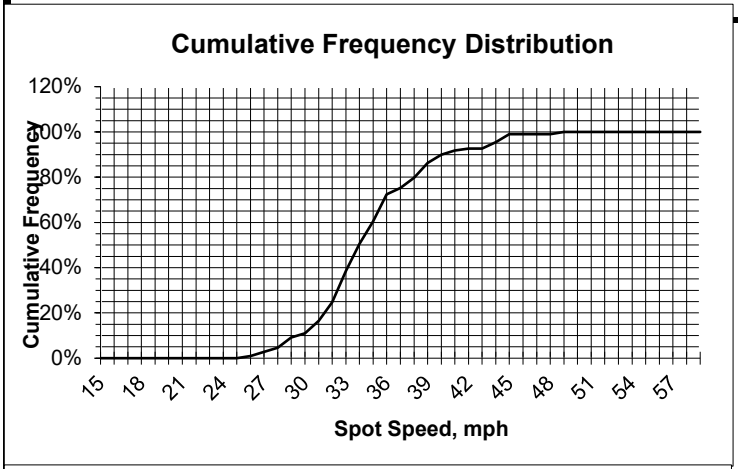
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:00-11:30AM
Recorder: EY
Posted Speed: 35 mph
Remarks:

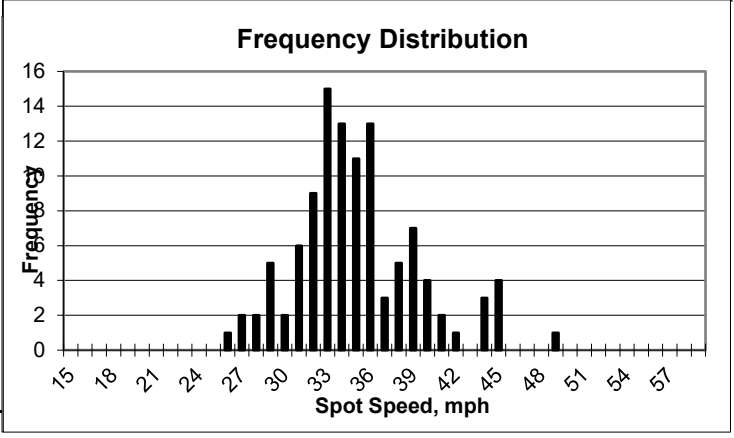
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.92%	0.92%
27	2	1.83%	2.75%
28	2	1.83%	4.59%
29	5	4.59%	9.17%
30	2	1.83%	11.01%
31	6	5.50%	16.51%
32	9	8.26%	24.77%
33	15	13.76%	38.53%
34	13	11.93%	50.46%
35	11	10.09%	60.55%
36	13	11.93%	72.48%
37	3	2.75%	75.23%
38	5	4.59%	79.82%
39	7	6.42%	86.24%
40	4	3.67%	89.91%
41	2	1.83%	91.74%
42	1	0.92%	92.66%
43	0	0.00%	92.66%
44	3	2.75%	95.41%
45	4	3.67%	99.08%
46	0	0.00%	99.08%
47	0	0.00%	99.08%
48	0	0.00%	99.08%
49	1	0.92%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	109	100%	

DATA ANALYSIS:

Mean Speed:	35
Standard Deviation:	4
Standard error of the mean:	0.38
50th Percentile:	34
85th Percentile:	39
97th Percentile:	45
10 Mile Pace:	31 to 40
% of Samples in 10-Mile Pace:	78.90%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 73

Street:	Hobson Way			**From/To:**	Ninth St / Fifth St		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	10:00-10:30AM	0	0
Location of survey:	at Seventh St						

SPEED DATA						
50th Percentile Speed (mph)	30				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	33				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	26	**To**	35		**Justification**	
Percentage of Vehicles in Pace	88.4%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.34
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2015
Vertical/Horizontal Alignment	Vertical (Fifth /Ninth)
Road Width	49'-65'
Parking Restriction	None
No. Lanes and Median	1/ direction /TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Park

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Hobson Way
Location: at Seventh St
Between: Ninth St / Fifth St

Ref. # 73

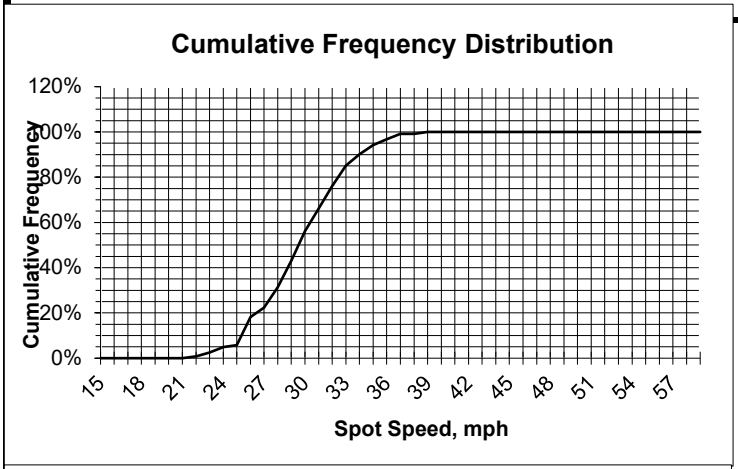
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 10:00-10:30AM
Recorder: EY
Posted Speed: 30 mph
Remarks:

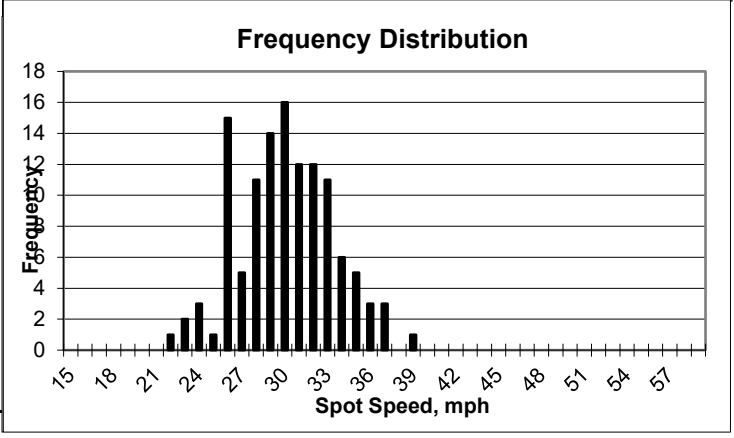
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	1	0.83%	0.83%
23	2	1.65%	2.48%
24	3	2.48%	4.96%
25	1	0.83%	5.79%
26	15	12.40%	18.18%
27	5	4.13%	22.31%
28	11	9.09%	31.40%
29	14	11.57%	42.98%
30	16	13.22%	56.20%
31	12	9.92%	66.12%
32	12	9.92%	76.03%
33	11	9.09%	85.12%
34	6	4.96%	90.08%
35	5	4.13%	94.21%
36	3	2.48%	96.69%
37	3	2.48%	99.17%
38	0	0.00%	99.17%
39	1	0.83%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	121	100%	

DATA ANALYSIS:

Mean Speed:	30		
Standard Deviation:	3		
Standard error of the mean:	0.27		
50th Percentile:	30		
85th Percentile:	33		
97th Percentile:	37		
10 Mile Pace:	26	to	35
% of Samples in 10-Mile Pace:	88.43%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 74

Street:	Hueneme Rd			**From/To:**	J Street / Saviers St		
Survey date:	5/18/2022	**Day:**	Wednesday	**Hours:**	12:30-12:50PM	0	0
Location of survey:	500' e/o Perkins Rd						

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	37	**To**	46		**Justification**	
Percentage of Vehicles in Pace	67%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.41
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	14073
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2503
Vertical/Horizontal Alignment	None
Road Width	83'
Parking Restriction	No parking
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	C&G&SW except no SW S/S between Perking Rd/ Saviers Rd
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Commercial/ Farm Land

Comments High truck traffic

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Hueneme Rd
Location: 500' e/o Perkins Rd
Between: J Street / Saviers St

Ref. # 74

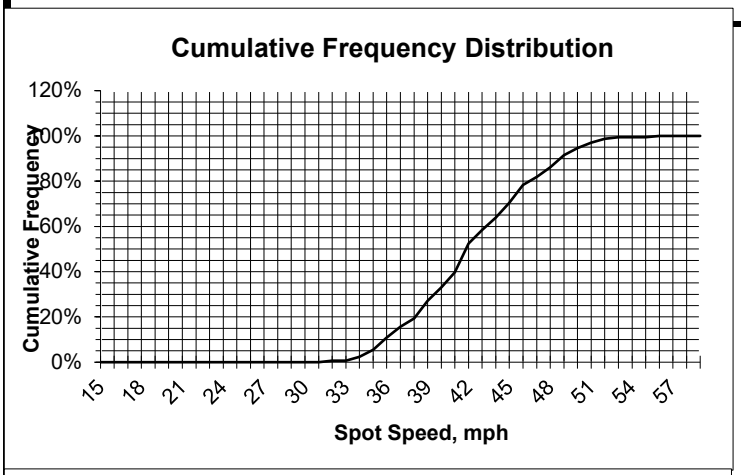
Date: 5/18/2022 **Day:** Wednesday
Weather: Clear
Hours: 12:30-12:50PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

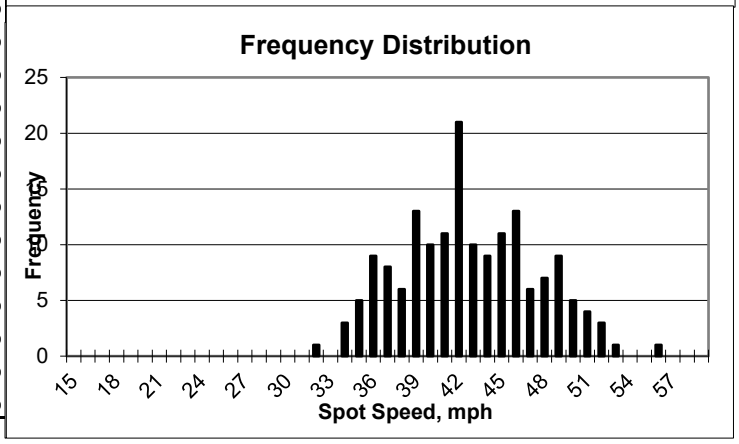
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	1	0.60%	0.60%
33	0	0.00%	0.60%
34	3	1.81%	2.41%
35	5	3.01%	5.42%
36	9	5.42%	10.84%
37	8	4.82%	15.66%
38	6	3.61%	19.28%
39	13	7.83%	27.11%
40	10	6.02%	33.13%
41	11	6.63%	39.76%
42	21	12.65%	52.41%
43	10	6.02%	58.43%
44	9	5.42%	63.86%
45	11	6.63%	70.48%
46	13	7.83%	78.31%
47	6	3.61%	81.93%
48	7	4.22%	86.14%
49	9	5.42%	91.57%
50	5	3.01%	94.58%
51	4	2.41%	96.99%
52	3	1.81%	98.80%
53	1	0.60%	99.40%
54	0	0.00%	99.40%
55	0	0.00%	99.40%
56	1	0.60%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	166	100%	

DATA ANALYSIS:

Mean Speed:	43
Standard Deviation:	5
Standard error of the mean:	0.39
50th Percentile:	42
85th Percentile:	48
97th Percentile:	52
10 Mile Pace:	37 to 46
% of Samples in 10-Mile Pace:	67.47%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 75

Street:	Hueneme Rd			**From/To:**	Saviers Rd / Edison Dr		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	3:10-3:25PM	0	0
Location of survey:	300' w/o Arcturus Ave						

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	47				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	37	**To**	46		**Justification**	
Percentage of Vehicles in Pace	72.6%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.11
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	13351
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3400
Vertical/Horizontal Alignment	None
Road Width	70'-90'
Parking Restriction	No parking
No. Lanes and Median	2/ direction/ Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential/ Industrial

Comments

RR crossing (Salvador Dr/ Arcturns Ave and Arcturns Ave/ Edison Dr)
high truck traffic

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Hueneme Rd
Location: 300' w/o Arcturus Ave
Between: Saviers Rd / Edison Dr

Ref. # 75

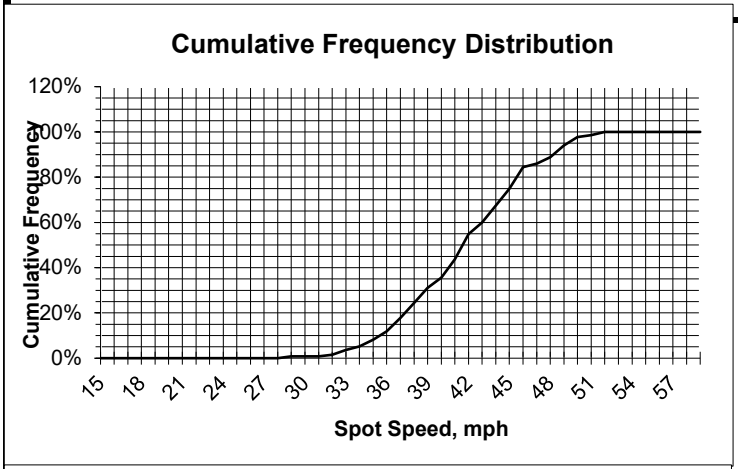
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 3:10-3:25PM
Recorder: EY / AY
Posted Speed: 45 mph
Remarks:

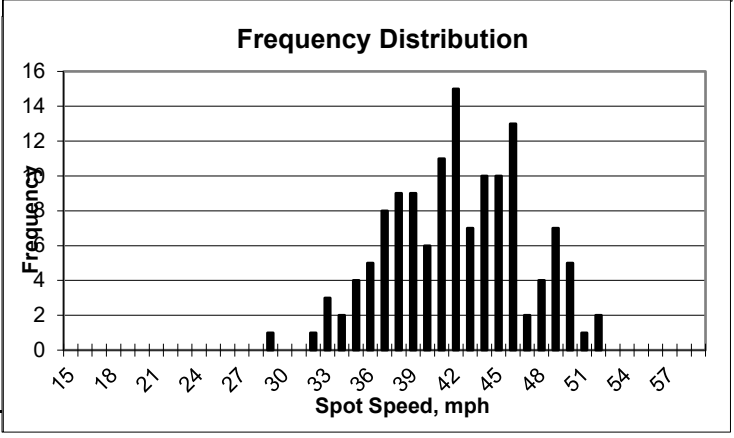
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	1	0.74%	0.74%
30	0	0.00%	0.74%
31	0	0.00%	0.74%
32	1	0.74%	1.48%
33	3	2.22%	3.70%
34	2	1.48%	5.19%
35	4	2.96%	8.15%
36	5	3.70%	11.85%
37	8	5.93%	17.78%
38	9	6.67%	24.44%
39	9	6.67%	31.11%
40	6	4.44%	35.56%
41	11	8.15%	43.70%
42	15	11.11%	54.81%
43	7	5.19%	60.00%
44	10	7.41%	67.41%
45	10	7.41%	74.81%
46	13	9.63%	84.44%
47	2	1.48%	85.93%
48	4	2.96%	88.89%
49	7	5.19%	94.07%
50	5	3.70%	97.78%
51	1	0.74%	98.52%
52	2	1.48%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	135	100%	

DATA ANALYSIS:

Mean Speed:	42		
Standard Deviation:	5		
Standard error of the mean:	0.43		
50th Percentile:	42		
85th Percentile:	47		
97th Percentile:	50		
10 Mile Pace:	37	to	46
% of Samples in 10-Mile Pace:	72.59%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 76

Street:	J Street			**From/To:**	Hueneme Rd / Pleasant Valley Rd		
Survey date:	3/11/2022	**Day:**	Friday	**Hours:**	1:30-2:10PM	0	0
Location of survey:	s/o Shoreline Cove Center						

SPEED DATA						
50th Percentile Speed (mph)	32				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	35				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	27	**To**	36		**Justification**	**22358.8(a), high collision rate, keep existing**
Percentage of Vehicles in Pace	90.1%					**speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	4
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	1.04
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2640
Vertical/Horizontal Alignment	None
Road Width	110'-120'
Parking Restriction	Yes
No. Lanes and Median	1/ direction/ stormwater channel median (70' width)
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: J Street
Location: s/o Shoreline Cove Center
Between: Hueneme Rd / Pleasant Valley Rd

Ref. # 76

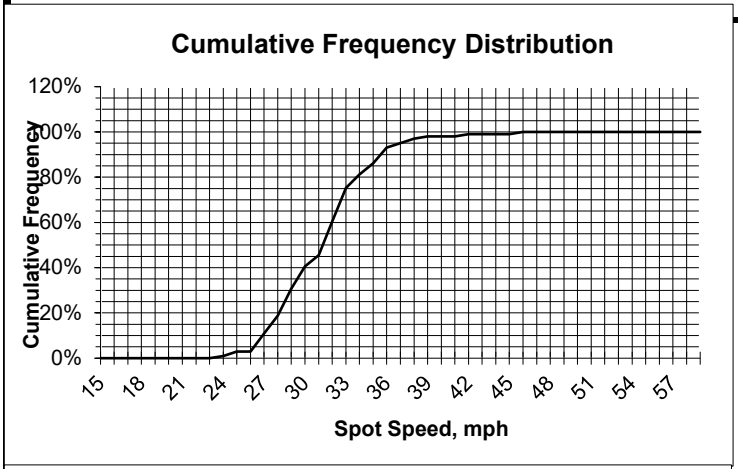
Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 1:30-2:10PM
Recorder: EY
Posted Speed: 30 mph
Remarks:

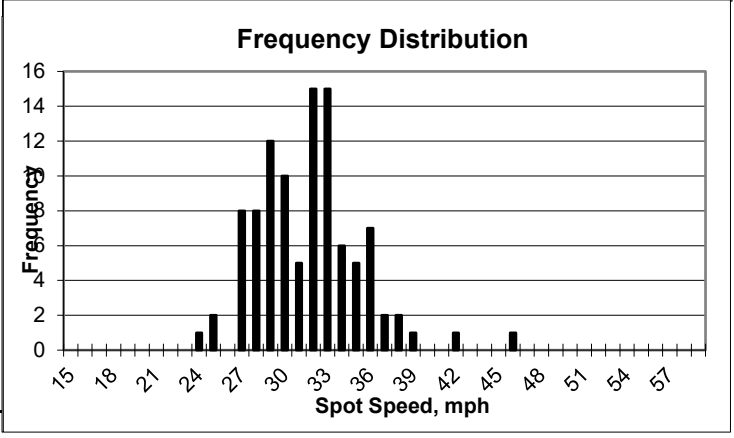
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.99%	0.99%
25	2	1.98%	2.97%
26	0	0.00%	2.97%
27	8	7.92%	10.89%
28	8	7.92%	18.81%
29	12	11.88%	30.69%
30	10	9.90%	40.59%
31	5	4.95%	45.54%
32	15	14.85%	60.40%
33	15	14.85%	75.25%
34	6	5.94%	81.19%
35	5	4.95%	86.14%
36	7	6.93%	93.07%
37	2	1.98%	95.05%
38	2	1.98%	97.03%
39	1	0.99%	98.02%
40	0	0.00%	98.02%
41	0	0.00%	98.02%
42	1	0.99%	99.01%
43	0	0.00%	99.01%
44	0	0.00%	99.01%
45	0	0.00%	99.01%
46	1	0.99%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	101	100%	

DATA ANALYSIS:

Mean Speed:	32
Standard Deviation:	4
Standard error of the mean:	0.4
50th Percentile:	32
85th Percentile:	35
97th Percentile:	38
10 Mile Pace:	27 to 36
% of Samples in 10-Mile Pace:	90.10%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 77

Street:	J Street			**From/To:**	Pleasant Valley Rd / Bard Rd	
Survey date:	3/11/2022	**Day:**	Friday	**Hours:**	11:50AM-12:30PM	0 0
Location of survey:	at Sycamore Dr					

SPEED DATA						
50th Percentile Speed (mph)	34				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	38				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	29	**To**	38		**Justification**	
Percentage of Vehicles in Pace	84.0%					**22358.8(a), keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.30
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal/ Stop sign

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2300
Vertical/Horizontal Alignment	None
Road Width	110'
Parking Restriction	Yes
No. Lanes and Median	1/ direction, Stormwater channel median (55' width)
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class Ii
Crosswalks/Type	
Adjacent Land use	Residential/ Park

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: J Street
Location: at Sycamore Dr
Between: Pleasant Valley Rd / Bard Rd

Ref. # 77

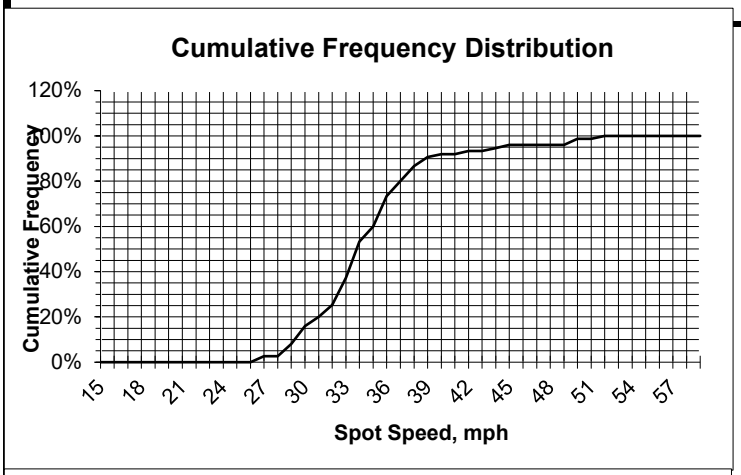
Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 11:50AM-12:30PM
Recorder: EY
Posted Speed: 30 mph
Remarks:

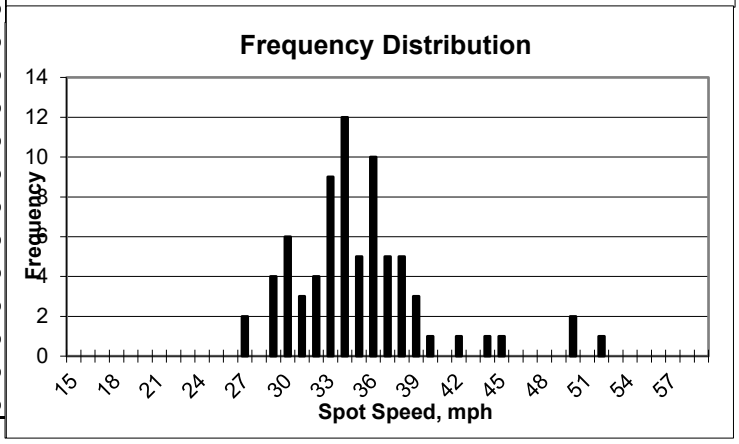
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	2	2.67%	2.67%
28	0	0.00%	2.67%
29	4	5.33%	8.00%
30	6	8.00%	16.00%
31	3	4.00%	20.00%
32	4	5.33%	25.33%
33	9	12.00%	37.33%
34	12	16.00%	53.33%
35	5	6.67%	60.00%
36	10	13.33%	73.33%
37	5	6.67%	80.00%
38	5	6.67%	86.67%
39	3	4.00%	90.67%
40	1	1.33%	92.00%
41	0	0.00%	92.00%
42	1	1.33%	93.33%
43	0	0.00%	93.33%
44	1	1.33%	94.67%
45	1	1.33%	96.00%
46	0	0.00%	96.00%
47	0	0.00%	96.00%
48	0	0.00%	96.00%
49	0	0.00%	96.00%
50	2	2.67%	98.67%
51	0	0.00%	98.67%
52	1	1.33%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	75	100%	

DATA ANALYSIS:

Mean Speed:	35
Standard Deviation:	5
Standard error of the mean:	0.58
50th Percentile:	34
85th Percentile:	38
97th Percentile:	50
10 Mile Pace:	29 to 38
% of Samples in 10-Mile Pace:	84.00%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 78

Street:	J Street			**From/To:**	Bard Rd / Teakwood St	
Survey date:	3/11/2022	**Day:**	Friday	**Hours:**	10:50-11:40AM	0 0
Location of survey:	at Polaris Way					

SPEED DATA						
50th Percentile Speed (mph)	33				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	39				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	29	**To**	38		**Justification**	
Percentage of Vehicles in Pace	73.3%					**22358.8(a), keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.59
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3475
Vertical/Horizontal Alignment	None
Road Width	105'
Parking Restriction	Yes
No. Lanes and Median	1/ direction, stormwater channel median (52' width)
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: J Street
Location: at Polaris Way
Between: Bard Rd / Teakwood St

Ref. # 78

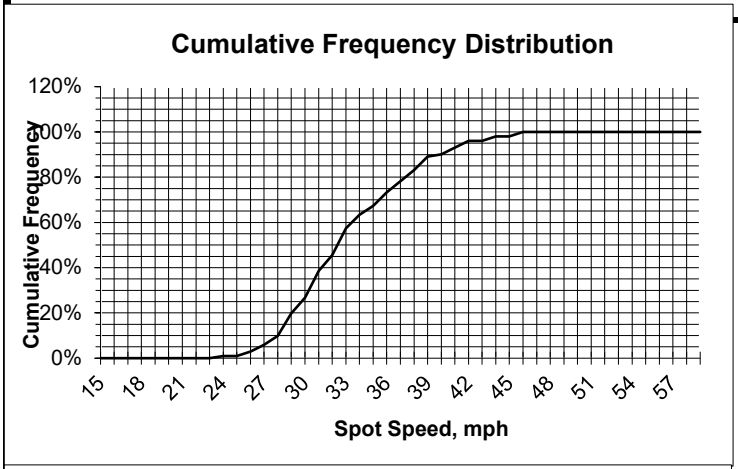
Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 10:50-11:40AM
Recorder: EY
Posted Speed: 30 mph
Remarks:

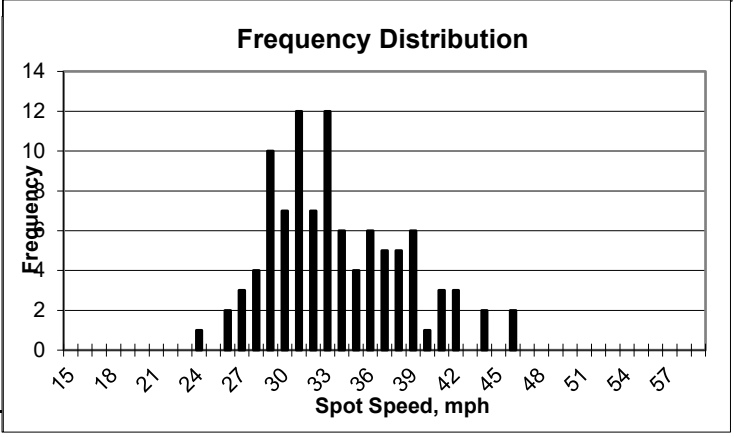
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.99%	0.99%
25	0	0.00%	0.99%
26	2	1.98%	2.97%
27	3	2.97%	5.94%
28	4	3.96%	9.90%
29	10	9.90%	19.80%
30	7	6.93%	26.73%
31	12	11.88%	38.61%
32	7	6.93%	45.54%
33	12	11.88%	57.43%
34	6	5.94%	63.37%
35	4	3.96%	67.33%
36	6	5.94%	73.27%
37	5	4.95%	78.22%
38	5	4.95%	83.17%
39	6	5.94%	89.11%
40	1	0.99%	90.10%
41	3	2.97%	93.07%
42	3	2.97%	96.04%
43	0	0.00%	96.04%
44	2	1.98%	98.02%
45	0	0.00%	98.02%
46	2	1.98%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	101	100%	

DATA ANALYSIS:

Mean Speed:	34
Standard Deviation:	5
Standard error of the mean:	0.5
50th Percentile:	33
85th Percentile:	39
97th Percentile:	44
10 Mile Pace:	29 to 38
% of Samples in 10-Mile Pace:	73.27%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 79

Street:	J Street			**From/To:**	Teakwood St / Channel Islands Blvd	
Survey date:	3/11/2022	**Day:**	Friday	**Hours:**	10:05-10:45AM	
Location of survey:	near Spruce St					
SPEED DATA						
50th Percentile Speed (mph)	32				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	36				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	28	**To**	37		**Justification**	
Percentage of Vehicles in Pace	84.5%					**CVC 22358.8(a), keep existing speed limit**
COLLISION HISTORY (2017-2019)						
Number of Years	3 years					
Total Collisions (Midblock)	1					
No. with Speed violations	0					
Predominant type						
Collision Rate (ACC/MVM)	0.38					
Expected Collision Rate (ACC/MVM)	0.82					
TRAFFIC FACTORS						
Average Daily Traffic	7000					
Traffic Control Type	Stop sign /Traffic signal					
ROADWAY CHARACTERISTICS						
Segment Length (Feet)	1825					
Vertical/Horizontal Alignment	Vertical (Redwood/ Channel islands)					
Road Width	49'-105'					
Parking Restriction	Yes					
No. Lanes and Median	1/ direction , Stormwater channel median (52' width)					
Improvement (SW, C & G)	Yes					
Bicycle lanes/Type	Class II					
Crosswalks/Type						
Adjacent Land use	Residential					
Comments						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: J Street
Location: near Spruce St
Between: Teakwood St / Channel Islands Blvd

Ref. # 79

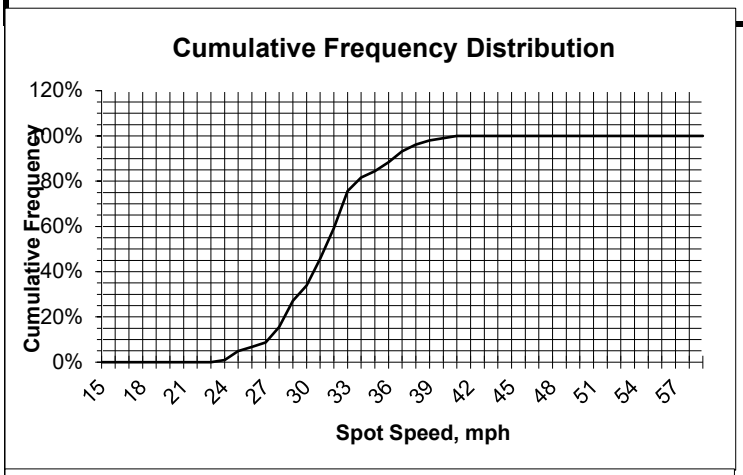
Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 10:05-10:45AM
Recorder: EY
Posted Speed: 30 mph
Remarks:

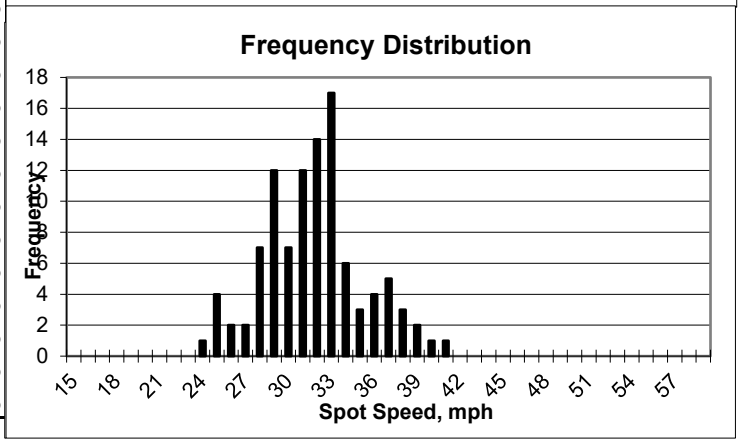
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.97%	0.97%
25	4	3.88%	4.85%
26	2	1.94%	6.80%
27	2	1.94%	8.74%
28	7	6.80%	15.53%
29	12	11.65%	27.18%
30	7	6.80%	33.98%
31	12	11.65%	45.63%
32	14	13.59%	59.22%
33	17	16.50%	75.73%
34	6	5.83%	81.55%
35	3	2.91%	84.47%
36	4	3.88%	88.35%
37	5	4.85%	93.20%
38	3	2.91%	96.12%
39	2	1.94%	98.06%
40	1	0.97%	99.03%
41	1	0.97%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	103	100%	

DATA ANALYSIS:

Mean Speed:	32
Standard Deviation:	3
Standard error of the mean:	0.3
50th Percentile:	32
85th Percentile:	36
97th Percentile:	39
10 Mile Pace:	28 to 37
% of Samples in 10-Mile Pace:	84.47%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 80

Street:	J Street			**From/To:**	Channel Islands Blvd / Hill St	
Survey date:	3/11/2022	**Day:**	Friday	**Hours:**	9:33-10:03AM	
Location of survey:	at Fir Ave					

SPEED DATA						
50th Percentile Speed (mph)	31				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	36				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	27	**To**	36		**Justification**	**CVC 22358.8(a), high collision rate, school**
Percentage of Vehicles in Pace	82.0%					**safet, keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	7
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	1.13
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal/ Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4250
Vertical/Horizontal Alignment	Vertical (Channel Islands) (Juniper /Cedar)
Road Width	49'
Parking Restriction	Yes
No. Lanes and Median	1/ direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class Ii
Crosswalks/Type	Controlled school crosswalk
Adjacent Land use	Residential /School

Comments Kamila Elem STOP controlled crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: J Street
Location: at Fir Ave
Between: Channel Islands Blvd / Hill St

Ref. # 80

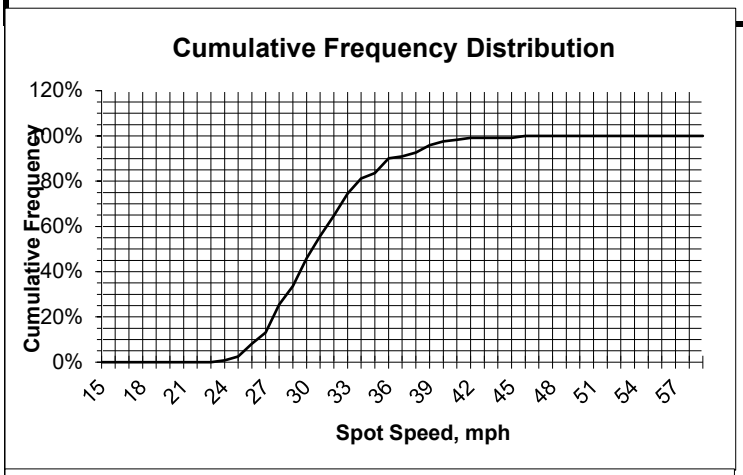
Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 9:33-10:03AM
Recorder: EY
Posted Speed: 30 mph
Remarks:

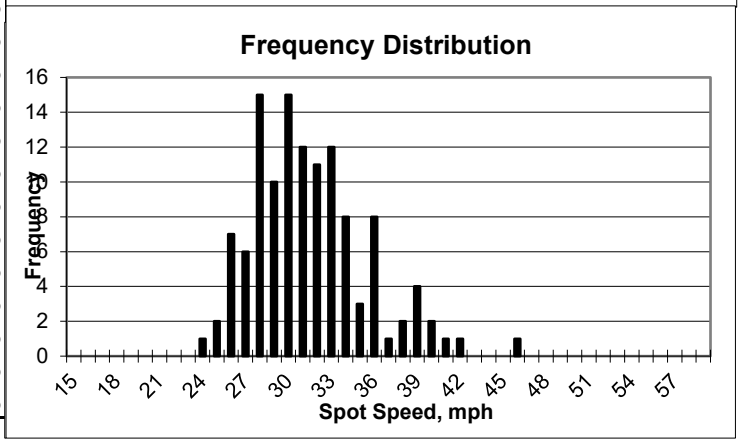
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.82%	0.82%
25	2	1.64%	2.46%
26	7	5.74%	8.20%
27	6	4.92%	13.11%
28	15	12.30%	25.41%
29	10	8.20%	33.61%
30	15	12.30%	45.90%
31	12	9.84%	55.74%
32	11	9.02%	64.75%
33	12	9.84%	74.59%
34	8	6.56%	81.15%
35	3	2.46%	83.61%
36	8	6.56%	90.16%
37	1	0.82%	90.98%
38	2	1.64%	92.62%
39	4	3.28%	95.90%
40	2	1.64%	97.54%
41	1	0.82%	98.36%
42	1	0.82%	99.18%
43	0	0.00%	99.18%
44	0	0.00%	99.18%
45	0	0.00%	99.18%
46	1	0.82%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	122	100%	

DATA ANALYSIS:

Mean Speed:	31
Standard Deviation:	4
Standard error of the mean:	0.36
50th Percentile:	31
85th Percentile:	36
97th Percentile:	40
10 Mile Pace:	27 to 36
% of Samples in 10-Mile Pace:	81.97%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 81

Street:	J Street			**From/To:**	Hill St / Ninth St	
Survey date:	3/11/2022	**Day:**	Friday	**Hours:**	8:55-9:30AM	
Location of survey:	300 ft N of Wooley					
SPEED DATA						
50th Percentile Speed (mph)	31				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	35				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	26	**To**	35		**Justification**	**CVC 22358.8(a), high collision rate, keep**
Percentage of Vehicles in Pace	88%					**existing speed limit**
COLLISION HISTORY (2017-2019)						
Number of Years	3 years					
Total Collisions (Midblock)	5					
No. with Speed violations	1					
Predominant type						
Collision Rate (ACC/MVM)	1.55					
Expected Collision Rate (ACC/MVM)	0.82					
TRAFFIC FACTORS						
Average Daily Traffic	7000					
Traffic Control Type	Stop sign /Traffic signal					
ROADWAY CHARACTERISTICS						
Segment Length (Feet)	2225					
Vertical/Horizontal Alignment	Vertical (Hill) (Wooley/9th)					
Road Width	58'-49'					
Parking Restriction	Yes					
No. Lanes and Median	1 /direction					
Improvement (SW, C & G)	Yes					
Bicycle lanes/Type	Class II					
Crosswalks/Type						
Adjacent Land use	Residential					
Comments	RR crossing at Wooley Rd					

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: J Street
Location: 300 ft N of Wooley
Between: Hill St / Ninth St

Ref. # 81

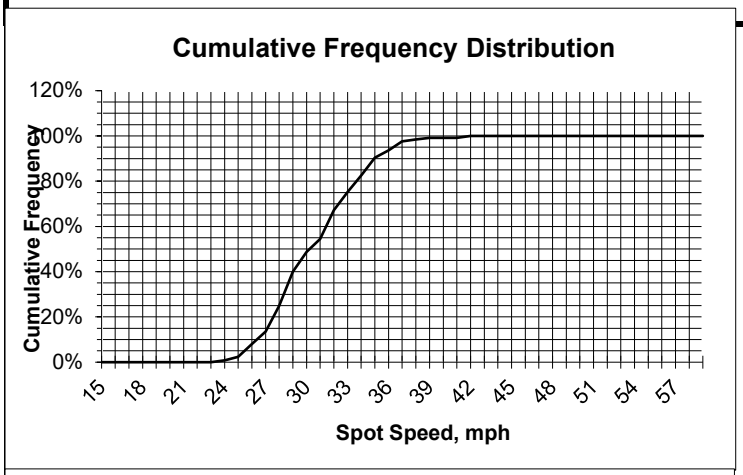
Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 8:55-9:30AM
Recorder: EY
Posted Speed: 30 mph
Remarks:

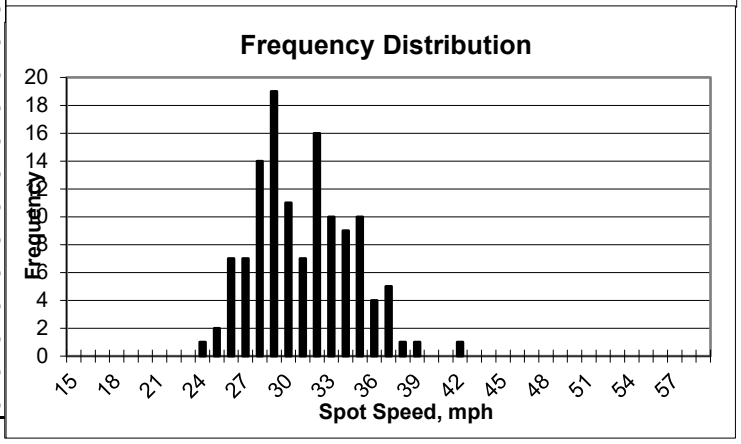
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.80%	0.80%
25	2	1.60%	2.40%
26	7	5.60%	8.00%
27	7	5.60%	13.60%
28	14	11.20%	24.80%
29	19	15.20%	40.00%
30	11	8.80%	48.80%
31	7	5.60%	54.40%
32	16	12.80%	67.20%
33	10	8.00%	75.20%
34	9	7.20%	82.40%
35	10	8.00%	90.40%
36	4	3.20%	93.60%
37	5	4.00%	97.60%
38	1	0.80%	98.40%
39	1	0.80%	99.20%
40	0	0.00%	99.20%
41	0	0.00%	99.20%
42	1	0.80%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	125	100%	

DATA ANALYSIS:

Mean Speed:	31
Standard Deviation:	3
Standard error of the mean:	0.27
50th Percentile:	31
85th Percentile:	35
97th Percentile:	37
10 Mile Pace:	26 to 35
% of Samples in 10-Mile Pace:	88.00%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 82

Street:	Lockwood St			**From/To:**	Rose Ave / Eastern Terminal		
Survey date:	5/18/2022	**Day:**	Wednesday	**Hours:**	3:10-3:50PM	0	0
Location of survey:	at Williams Dr						

SPEED DATA						
50th Percentile Speed (mph)	34				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	39				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	30	**To**	39		**Justification**	
Percentage of Vehicles in Pace	75%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.27
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3625
Vertical/Horizontal Alignment	Horizontal (Williams /Eastern Terminal)
Road Width	63'-44'
Parking Restriction	Yes between Rose/ Williams
No. Lanes and Median	1 /direction
Improvement (SW, C & G)	C&G all. Sidewalk except between Hosler /Williams
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial /Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Lockwood St
Location: at Williams Dr
Between: Rose Ave / Eastern Terminal

Ref. # 82

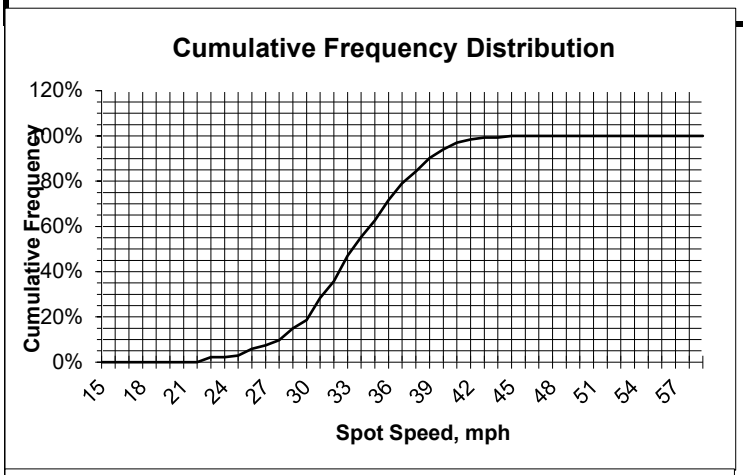
Date: 5/18/2022 **Day:** Wednesday
Weather: Clear
Hours: 3:10-3:50PM
Recorder: AY/EY
Posted Speed: 35 mph
Remarks:

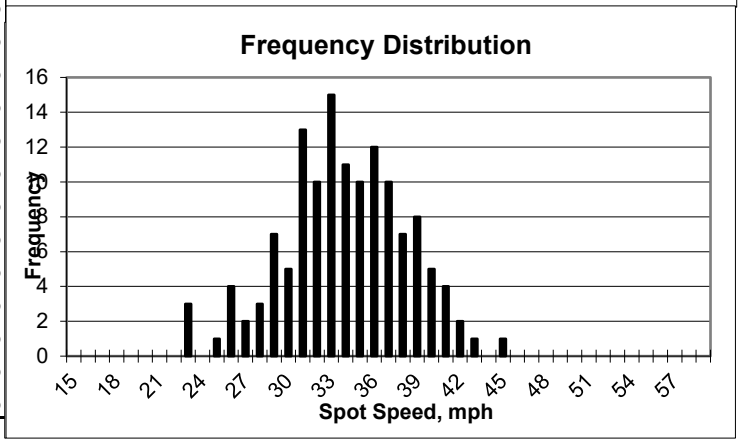
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	3	2.24%	2.24%
24	0	0.00%	2.24%
25	1	0.75%	2.99%
26	4	2.99%	5.97%
27	2	1.49%	7.46%
28	3	2.24%	9.70%
29	7	5.22%	14.93%
30	5	3.73%	18.66%
31	13	9.70%	28.36%
32	10	7.46%	35.82%
33	15	11.19%	47.01%
34	11	8.21%	55.22%
35	10	7.46%	62.69%
36	12	8.96%	71.64%
37	10	7.46%	79.10%
38	7	5.22%	84.33%
39	8	5.97%	90.30%
40	5	3.73%	94.03%
41	4	2.99%	97.01%
42	2	1.49%	98.51%
43	1	0.75%	99.25%
44	0	0.00%	99.25%
45	1	0.75%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	134	100%	

DATA ANALYSIS:

Mean Speed:	34
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	34
85th Percentile:	39
97th Percentile:	41
10 Mile Pace:	30 to 39
% of Samples in 10-Mile Pace:	75.37%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 83

Street:	Lombard St			**From/To:**	Gonzales Rd / 150' n/o Posada Dr	
Survey date:	5/18/2022	**Day:**	Wednesday	**Hours:**	10:50-11:35AM	
Location of survey:	300' s/o Wankel Way					

SPEED DATA						
50th Percentile Speed (mph)	27				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	32				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	23	**To**	32		**Justification**	
Percentage of Vehicles in Pace	84%					**85th percentile speed, Reduce speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.68
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal /Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2850
Vertical/Horizontal Alignment	None
Road Width	65'-32'
Parking Restriction	Yes
No. Lanes and Median	1 /direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial /Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Lombard St
Location: 300' s/o Wankel Way
Between: Gonzales Rd / 150' n/o Posada Dr

Ref. # 83

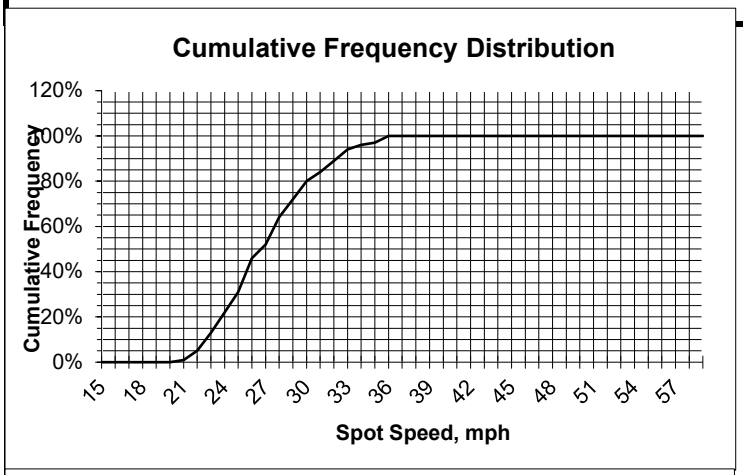
Date: 5/18/2022 **Day:** Wednesday
Weather: Clear
Hours: 10:50-11:35AM
Recorder: EY
Posted Speed: 35 mph
Remarks:

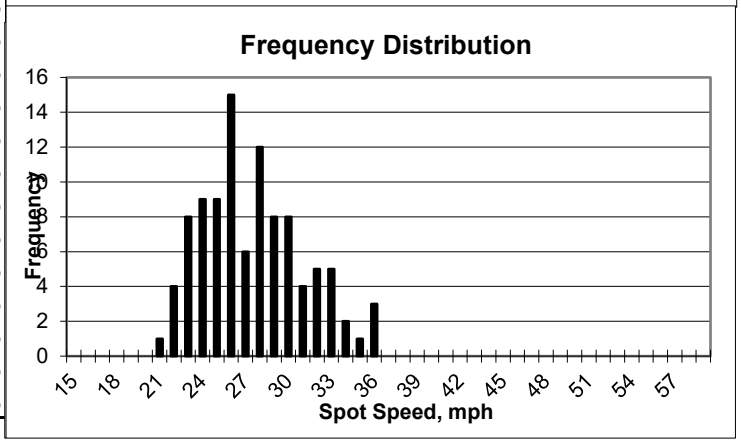
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	1	1.00%	1.00%
22	4	4.00%	5.00%
23	8	8.00%	13.00%
24	9	9.00%	22.00%
25	9	9.00%	31.00%
26	15	15.00%	46.00%
27	6	6.00%	52.00%
28	12	12.00%	64.00%
29	8	8.00%	72.00%
30	8	8.00%	80.00%
31	4	4.00%	84.00%
32	5	5.00%	89.00%
33	5	5.00%	94.00%
34	2	2.00%	96.00%
35	1	1.00%	97.00%
36	3	3.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	100	100%	

DATA ANALYSIS:

Mean Speed:	28
Standard Deviation:	4
Standard error of the mean:	0.4
50th Percentile:	27
85th Percentile:	32
97th Percentile:	35
10 Mile Pace:	23 to 32
% of Samples in 10-Mile Pace:	84.00%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 84

Street:	Lombard Street			**From/To:**	Eastman Ave / Camino Del Sol		
Survey date:	4/5/2022	**Day:**	Tuesday	**Hours:**	10:58 -11:30A	0	0
Location of survey:	at Sturgis Rd						

SPEED DATA						
50th Percentile Speed (mph)	37				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	75.6%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.37
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2630
Vertical/Horizontal Alignment	Vertical (Celsius /Sturgis)
Road Width	63'
Parking Restriction	No parking
No. Lanes and Median	1 /direction, TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Lombard Street
Location: at Sturgis Rd
Between: Eastman Ave / Camino Del Sol

Ref. # 84

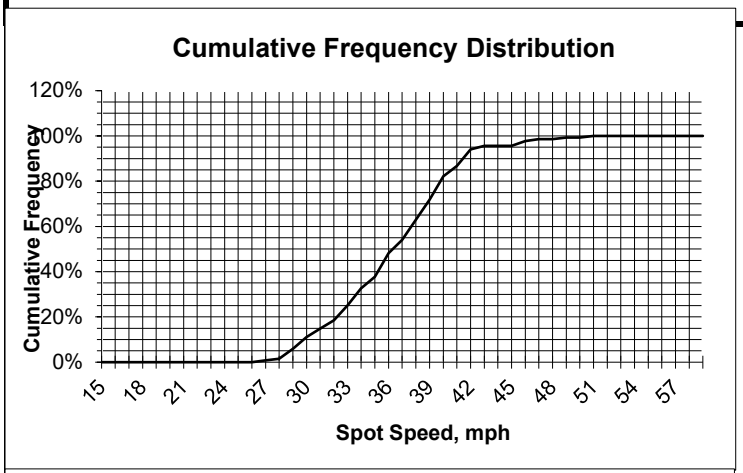
Date: 4/5/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:58 -11:30A
Recorder: EY
Posted Speed: 40 mph
Remarks:

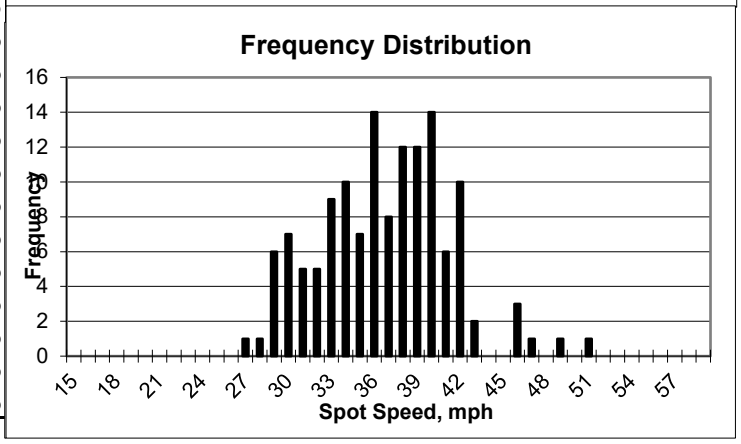
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	1	0.74%	0.74%
28	1	0.74%	1.48%
29	6	4.44%	5.93%
30	7	5.19%	11.11%
31	5	3.70%	14.81%
32	5	3.70%	18.52%
33	9	6.67%	25.19%
34	10	7.41%	32.59%
35	7	5.19%	37.78%
36	14	10.37%	48.15%
37	8	5.93%	54.07%
38	12	8.89%	62.96%
39	12	8.89%	71.85%
40	14	10.37%	82.22%
41	6	4.44%	86.67%
42	10	7.41%	94.07%
43	2	1.48%	95.56%
44	0	0.00%	95.56%
45	0	0.00%	95.56%
46	3	2.22%	97.78%
47	1	0.74%	98.52%
48	0	0.00%	98.52%
49	1	0.74%	99.26%
50	0	0.00%	99.26%
51	1	0.74%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	135	100%	

DATA ANALYSIS:

Mean Speed:	37
Standard Deviation:	5
Standard error of the mean:	0.43
50th Percentile:	37
85th Percentile:	41
97th Percentile:	46
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	75.56%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 85

Street:	Mandalay Beach Road			**From/To:**	Beach Way / Wooley Rd		
Survey date:	5/17/2022	**Day:**	Tuesday	**Hours:**	9:15 -10:40A	0	0
Location of survey:	at Marlin Way						

SPEED DATA						
50th Percentile Speed (mph)	23				**Existing Speed Zone**	**25 mph**
85th Percentile Speed (mph)	26				**Proposed Speed Zone**	**25 mph**
10 mph Pace Speed (mph)	18	**To**	27		**Justification**	
Percentage of Vehicles in Pace	89.1%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.59
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	3000
Traffic Control Type	Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2745
Vertical/Horizontal Alignment	Vertical (Shoreline /Outrigger)
Road Width	40'
Parking Restriction	Yes
No. Lanes and Median	1 /direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Mandalay Beach Road
Location: at Marlin Way
Between: Beach Way / Wooley Rd

Ref. # 85

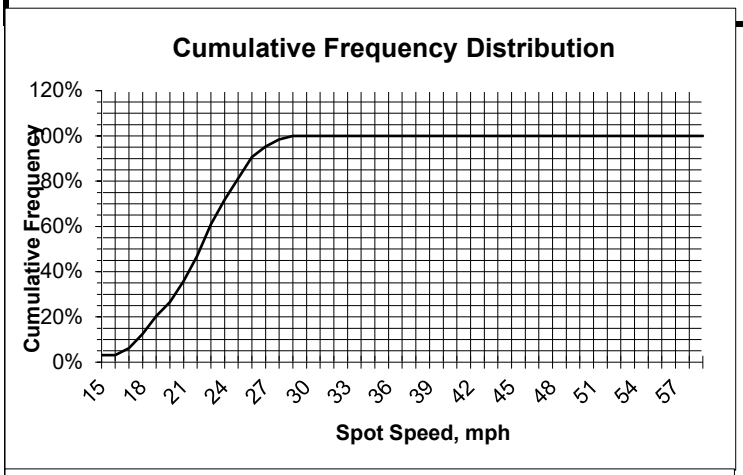
Date: 5/17/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:15 -10:40A
Recorder: EY
Posted Speed: 25 mph
Remarks:

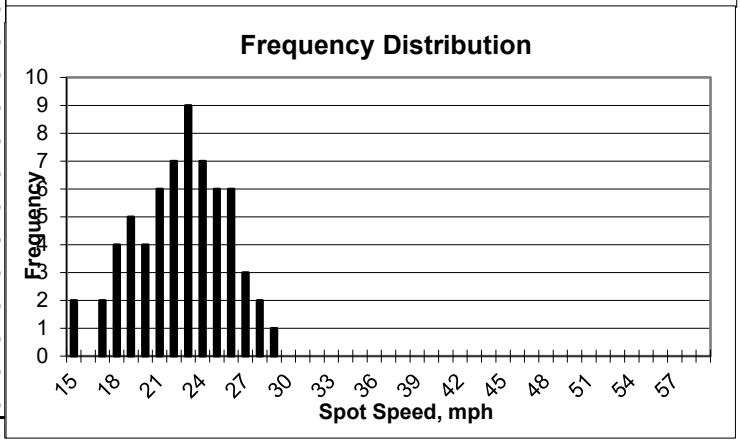
Speed	Frequency	Percent	Cumulative Percent
15	2	3.13%	3.13%
16	0	0.00%	3.13%
17	2	3.13%	6.25%
18	4	6.25%	12.50%
19	5	7.81%	20.31%
20	4	6.25%	26.56%
21	6	9.38%	35.94%
22	7	10.94%	46.88%
23	9	14.06%	60.94%
24	7	10.94%	71.88%
25	6	9.38%	81.25%
26	6	9.38%	90.63%
27	3	4.69%	95.31%
28	2	3.13%	98.44%
29	1	1.56%	100.00%
30	0	0.00%	100.00%
31	0	0.00%	100.00%
32	0	0.00%	100.00%
33	0	0.00%	100.00%
34	0	0.00%	100.00%
35	0	0.00%	100.00%
36	0	0.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	64	100%	

DATA ANALYSIS:

Mean Speed:	22
Standard Deviation:	3
Standard error of the mean:	0.38
50th Percentile:	23
85th Percentile:	26
97th Percentile:	28
10 Mile Pace:	18 to 27
% of Samples in 10-Mile Pace:	89.06%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 86

Street:	Mandalay Beach Road			**From/To:**	Wooley Rd / Fifth St		
Survey date:	5/17/2022	**Day:**	Tuesday	**Hours:**	8:10 - 9:10A	0	0
Location of survey:	at Driftwood St						

SPEED DATA

50th Percentile Speed (mph)	23				**Existing Speed Zone**	**25 mph**
85th Percentile Speed (mph)	26				**Proposed Speed Zone**	**25 mph**
10 mph Pace Speed (mph)	19	**To**	28		**Justification**	
Percentage of Vehicles in Pace	85.5%					**85th percentile speed**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS

Average Daily Traffic	3000
Traffic Control Type	Stop sign

ROADWAY CHARACTERISTICS

Segment Length (Feet)	3310
Vertical/Horizontal Alignment	None
Road Width	40'
Parking Restriction	Yes
No. Lanes and Median	1 /direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Mandalay Beach Road
Location: at Driftwood St
Between: Wooley Rd / Fifth St

Ref. # 86

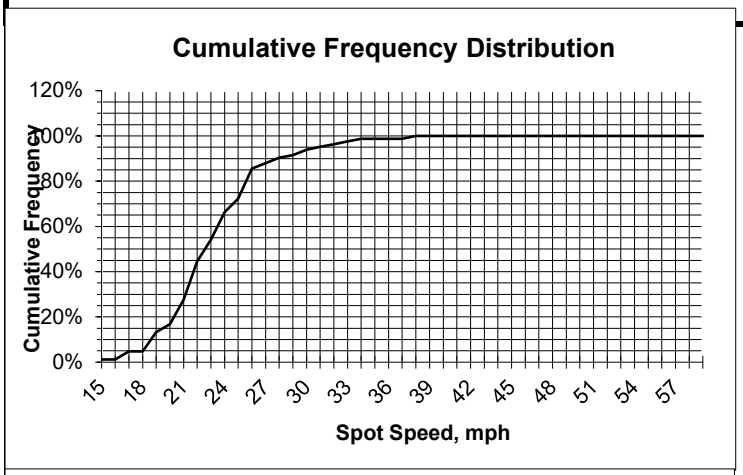
Date: 5/17/2022 **Day:** Tuesday
Weather: Clear
Hours: 8:10 - 9:10A
Recorder: EY
Posted Speed: 25 mph
Remarks:

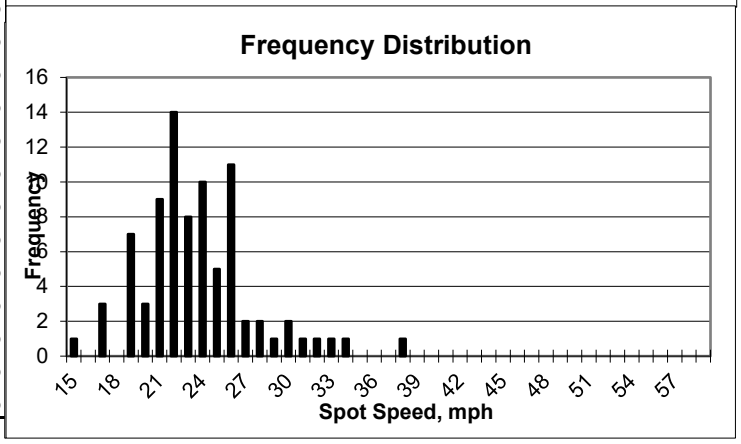
Speed	Frequency	Percent	Cumulative Percent
15	1	1.20%	1.20%
16	0	0.00%	1.20%
17	3	3.61%	4.82%
18	0	0.00%	4.82%
19	7	8.43%	13.25%
20	3	3.61%	16.87%
21	9	10.84%	27.71%
22	14	16.87%	44.58%
23	8	9.64%	54.22%
24	10	12.05%	66.27%
25	5	6.02%	72.29%
26	11	13.25%	85.54%
27	2	2.41%	87.95%
28	2	2.41%	90.36%
29	1	1.20%	91.57%
30	2	2.41%	93.98%
31	1	1.20%	95.18%
32	1	1.20%	96.39%
33	1	1.20%	97.59%
34	1	1.20%	98.80%
35	0	0.00%	98.80%
36	0	0.00%	98.80%
37	0	0.00%	98.80%
38	1	1.20%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	83	100%	

DATA ANALYSIS:

Mean Speed:	24		
Standard Deviation:	4		
Standard error of the mean:	0.44		
50th Percentile:	23		
85th Percentile:	26		
97th Percentile:	33		
10 Mile Pace:	19	to	28
% of Samples in 10-Mile Pace:	85.54%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 87

Street:	Maulhardt Rd			**From/To:**	Dodge Rd / Pleasant Valley Rd
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	2:30 -3:20P
Location of survey:	at Oxnard Pacific Entrance				

SPEED DATA						
50th Percentile Speed (mph)	26				**Existing Speed Zone**	**None**
85th Percentile Speed (mph)	29				**Proposed Speed Zone**	**25 mph**
10 mph Pace Speed (mph)	20	**To**	29		**Justification**	
Percentage of Vehicles in Pace	91.7%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	3000
Traffic Control Type	None

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1310
Vertical/Horizontal Alignment	Horizontal (Dodge /Fortuna)
Road Width	30'
Parking Restriction	None
No. Lanes and Median	1 /direction
Improvement (SW, C & G)	C&G between Fortuna /Dodge. SW N/S between Fortuna /Dodge
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential N/S

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Maulhardt Rd
Location: at Oxnard Pacific Entrance
Between: Dodge Rd / Pleasant Valley Rd

Ref. # 87

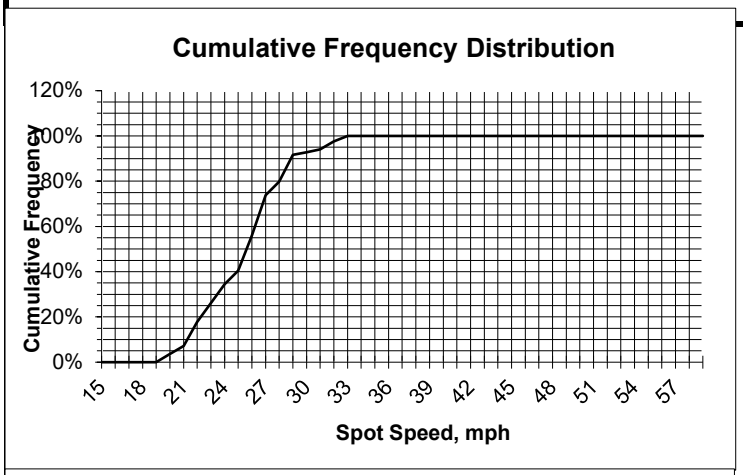
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 2:30 -3:20P
Recorder: EY/AY
Posted Speed: None
Remarks:

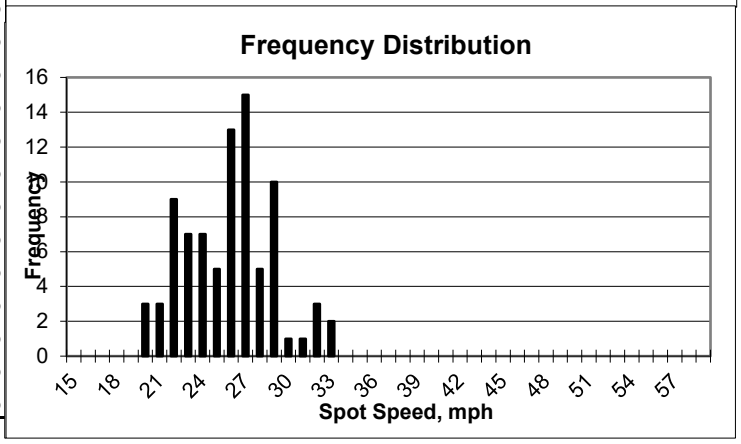
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	3	3.57%	3.57%
21	3	3.57%	7.14%
22	9	10.71%	17.86%
23	7	8.33%	26.19%
24	7	8.33%	34.52%
25	5	5.95%	40.48%
26	13	15.48%	55.95%
27	15	17.86%	73.81%
28	5	5.95%	79.76%
29	10	11.90%	91.67%
30	1	1.19%	92.86%
31	1	1.19%	94.05%
32	3	3.57%	97.62%
33	2	2.38%	100.00%
34	0	0.00%	100.00%
35	0	0.00%	100.00%
36	0	0.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	84	100%	

DATA ANALYSIS:

Mean Speed:	26
Standard Deviation:	3
Standard error of the mean:	0.33
50th Percentile:	26
85th Percentile:	29
97th Percentile:	32
10 Mile Pace:	20 to 29
% of Samples in 10-Mile Pace:	91.67%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 88

Street:	Ninth St			**From/To:**	Ventura Rd / Hobson Way	
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	10:35	
Location of survey:	at K St					

SPEED DATA						
50th Percentile Speed (mph)	36				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	84.8%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	3000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1710
Vertical/Horizontal Alignment	Horizontal (Ventura /L St) (Intel /Hobson)
Road Width	63'
Parking Restriction	None
No. Lanes and Median	1 /direction ,TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ninth St
Location: at K St
Between: Ventura Rd / Hobson Way

Ref. # 88

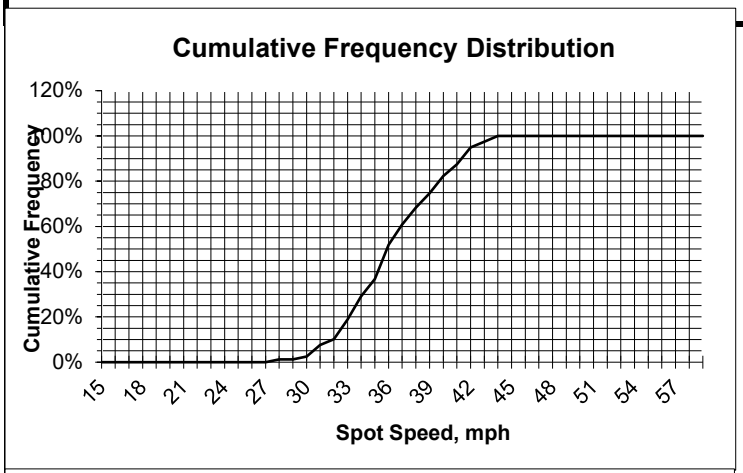
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 10:35
Recorder: EY
Posted Speed: 40 mph
Remarks:

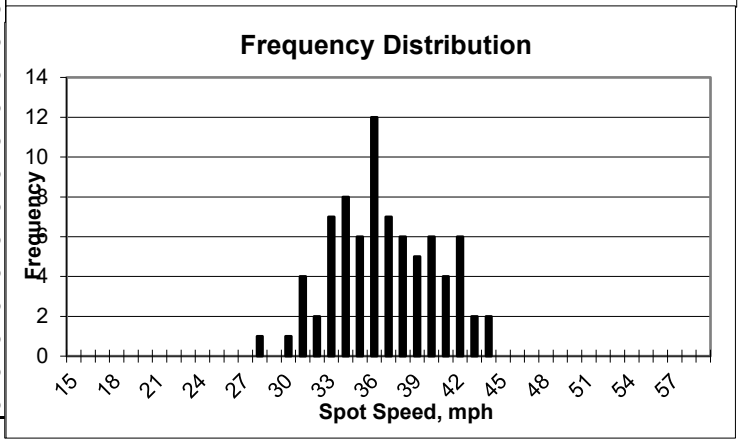
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	1.27%	1.27%
29	0	0.00%	1.27%
30	1	1.27%	2.53%
31	4	5.06%	7.59%
32	2	2.53%	10.13%
33	7	8.86%	18.99%
34	8	10.13%	29.11%
35	6	7.59%	36.71%
36	12	15.19%	51.90%
37	7	8.86%	60.76%
38	6	7.59%	68.35%
39	5	6.33%	74.68%
40	6	7.59%	82.28%
41	4	5.06%	87.34%
42	6	7.59%	94.94%
43	2	2.53%	97.47%
44	2	2.53%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	79	100%	

DATA ANALYSIS:

Mean Speed:	37
Standard Deviation:	4
Standard error of the mean:	0.45
50th Percentile:	36
85th Percentile:	41
97th Percentile:	43
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	84.81%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 89

Street:	Olds Rd			**From/To:**	Sanford St / Etting Rd		
Survey date:	5/18/2022	**Day:**	Wednesday	**Hours:**	12:55-2:00PM	0	0
Location of survey:	at Walden St						

SPEED DATA						
50th Percentile Speed (mph)	31				**Existing Speed Zone**	**25 mph**
85th Percentile Speed (mph)	37				**Proposed Speed Zone**	**25 mph**
10 mph Pace Speed (mph)	26	**To**	35		**Justification**	**CVC 22358.8(a), school safety, keep existing**
Percentage of Vehicles in Pace	71.3%					**speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.39
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2485
Vertical/Horizontal Alignment	None
Road Width	42'-61'
Parking Restriction	None
No. Lanes and Median	1 /direction, Painted only between Ocean View Children Center and Etting
Improvement (SW, C & G)	W/S yes. E/S C&G&SW between Ocen View Children Center and Etting
Bicycle lanes/Type	Class II
Crosswalks/Type	Uncontrolled school crosswalk
Adjacent Land use	Residential /Junior High

Comments

Ocean View Junior High STOP controlled crosswalk at Etting
RRFB controlled at school

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Olds Rd
Location: at Walden St
Between: Sanford St / Etting Rd

Ref. # 89

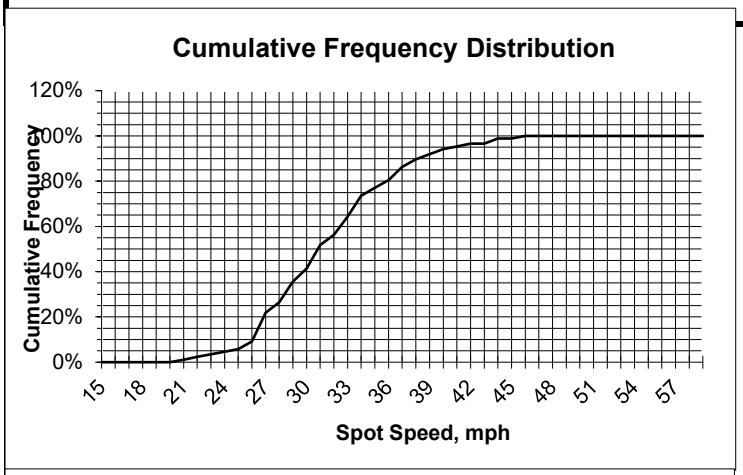
Date: 5/18/2022 **Day:** Wednesday
Weather: Clear
Hours: 12:55-2:00PM
Recorder: AY
Posted Speed: 25 mph
Remarks:

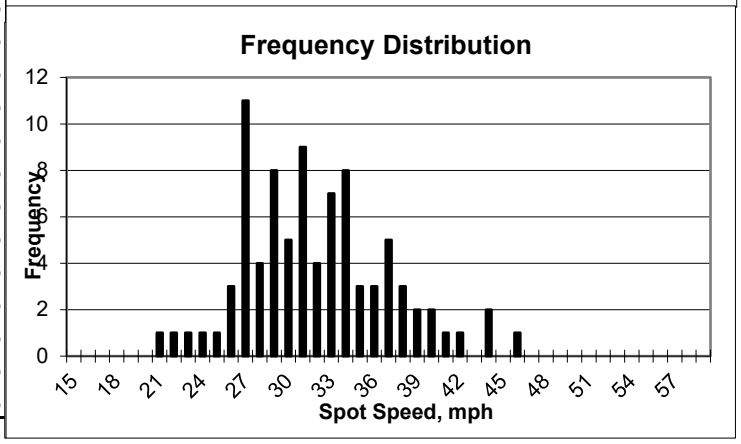
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	1	1.15%	1.15%
22	1	1.15%	2.30%
23	1	1.15%	3.45%
24	1	1.15%	4.60%
25	1	1.15%	5.75%
26	3	3.45%	9.20%
27	11	12.64%	21.84%
28	4	4.60%	26.44%
29	8	9.20%	35.63%
30	5	5.75%	41.38%
31	9	10.34%	51.72%
32	4	4.60%	56.32%
33	7	8.05%	64.37%
34	8	9.20%	73.56%
35	3	3.45%	77.01%
36	3	3.45%	80.46%
37	5	5.75%	86.21%
38	3	3.45%	89.66%
39	2	2.30%	91.95%
40	2	2.30%	94.25%
41	1	1.15%	95.40%
42	1	1.15%	96.55%
43	0	0.00%	96.55%
44	2	2.30%	98.85%
45	0	0.00%	98.85%
46	1	1.15%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	87	100%	

DATA ANALYSIS:

Mean Speed:	32
Standard Deviation:	5
Standard error of the mean:	0.54
50th Percentile:	31
85th Percentile:	37
97th Percentile:	44
10 Mile Pace:	26 to 35
% of Samples in 10-Mile Pace:	71.26%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 90

Street:	Oxnard Blvd			**From/To:**	Forest Park Blvd / Town Center Dr		
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	9:20 -9:55A	0	0
Location of survey:	at Danvers River St						

SPEED DATA						
50th Percentile Speed (mph)	32				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	35				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	27	**To**	36		**Justification**	
Percentage of Vehicles in Pace	89.0%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.28
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	35826
Traffic Control Type	Roundabout /Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1440
Vertical/Horizontal Alignment	Vertical (Clyde /Town Center)
Road Width	85'-76'
Parking Restriction	Partial
No. Lanes and Median	2 /direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: at Danvers River St
Between: Forest Park Blvd / Town Center Dr

Ref. # 90

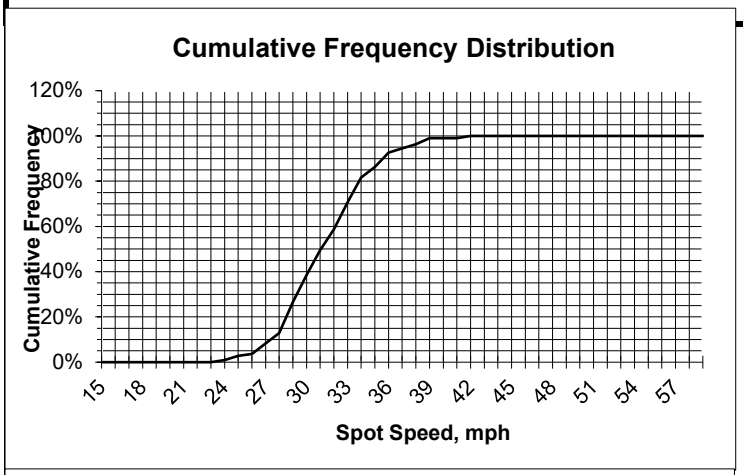
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 9:20 -9:55A
Recorder: EY
Posted Speed: None
Remarks:

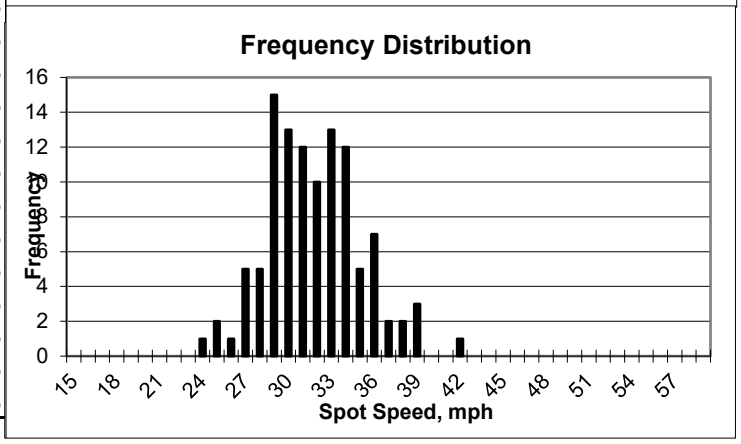
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.92%	0.92%
25	2	1.83%	2.75%
26	1	0.92%	3.67%
27	5	4.59%	8.26%
28	5	4.59%	12.84%
29	15	13.76%	26.61%
30	13	11.93%	38.53%
31	12	11.01%	49.54%
32	10	9.17%	58.72%
33	13	11.93%	70.64%
34	12	11.01%	81.65%
35	5	4.59%	86.24%
36	7	6.42%	92.66%
37	2	1.83%	94.50%
38	2	1.83%	96.33%
39	3	2.75%	99.08%
40	0	0.00%	99.08%
41	0	0.00%	99.08%
42	1	0.92%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	109	100%	

DATA ANALYSIS:

Mean Speed:	32		
Standard Deviation:	3		
Standard error of the mean:	0.29		
50th Percentile:	32		
85th Percentile:	35		
97th Percentile:	39		
10 Mile Pace:	27	to	36
% of Samples in 10-Mile Pace:	88.99%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 91

Street:	Oxnard Blvd			**From/To:**	Town Center Dr / Wagon Wheel Rd
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	10:00-10:20AM
Location of survey:	btw Wagon Wheel and 101 Ramps				

SPEED DATA						
50th Percentile Speed (mph)	45				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	49				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	41	**To**	50		**Justification**	
Percentage of Vehicles in Pace	72%					**CVC 22358.6, Reduce speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	7
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.53
Expected Collision Rate (ACC/MVM)	1.06

TRAFFIC FACTORS	
Average Daily Traffic	28956
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2200
Vertical/Horizontal Alignment	Vertical
Road Width	120'-125'
Parking Restriction	No parking
No. Lanes and Median	2 /direction n/o 101 freeway. 3/ direction s/o 101 freeway. Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II partial
Crosswalks/Type	
Adjacent Land use	Commercial /Freeway

Comments Segment is 101 Freeway overpass and Caltrans R/W

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: btw Wagon Wheel and 101 Ramps
Between: Town Center Dr / Wagon Wheel Rd

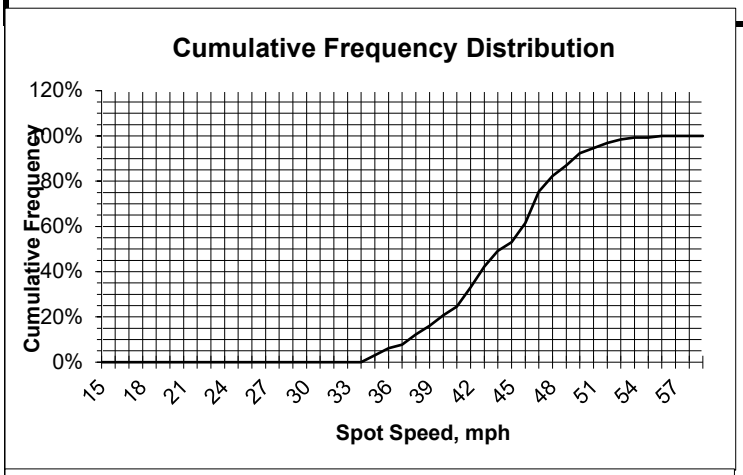
Ref. # 91

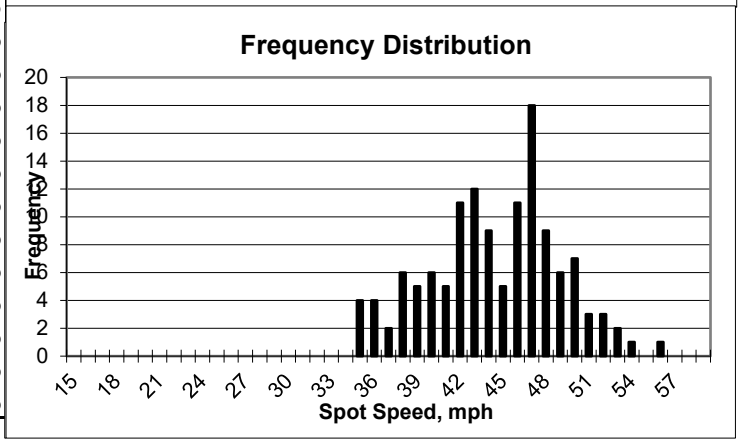
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 10:00-10:20AM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	4	3.08%	3.08%
36	4	3.08%	6.15%
37	2	1.54%	7.69%
38	6	4.62%	12.31%
39	5	3.85%	16.15%
40	6	4.62%	20.77%
41	5	3.85%	24.62%
42	11	8.46%	33.08%
43	12	9.23%	42.31%
44	9	6.92%	49.23%
45	5	3.85%	53.08%
46	11	8.46%	61.54%
47	18	13.85%	75.38%
48	9	6.92%	82.31%
49	6	4.62%	86.92%
50	7	5.38%	92.31%
51	3	2.31%	94.62%
52	3	2.31%	96.92%
53	2	1.54%	98.46%
54	1	0.77%	99.23%
55	0	0.00%	99.23%
56	1	0.77%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	130	100%	

DATA ANALYSIS:

Mean Speed:	44
Standard Deviation:	5
Standard error of the mean:	0.44
50th Percentile:	45
85th Percentile:	49
97th Percentile:	53
10 Mile Pace:	41 to 50
% of Samples in 10-Mile Pace:	71.54%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 92

Street:	Oxnard Blvd			**From/To:**	Wagon Wheel Rd / Vineyard Ave
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	10:25-10:40AM
Location of survey:	at Orchard Pl				

SPEED DATA						
50th Percentile Speed (mph)	46				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	51				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	41	**To**	50		**Justification**	**CVC 22358.6, railroad undercrossing/narrow road, Reduce speed limit**
Percentage of Vehicles in Pace	77%					

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	14
No. with Speed violations	8
Predominant type	
Collision Rate (ACC/MVM)	0.41
Expected Collision Rate (ACC/MVM)	1.06

TRAFFIC FACTORS	
Average Daily Traffic	47729
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3480
Vertical/Horizontal Alignment	None
Road Width	70'-105'
Parking Restriction	No parking
No. Lanes and Median	2 /direction north of Orchard. 3/direction south of Orchard, Raised
Improvement (SW, C & G)	C&G&SW partial
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial /Stormwater Channel

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: at Orchard Pl
Between: Wagon Wheel Rd / Vineyard Ave

Ref. # 92

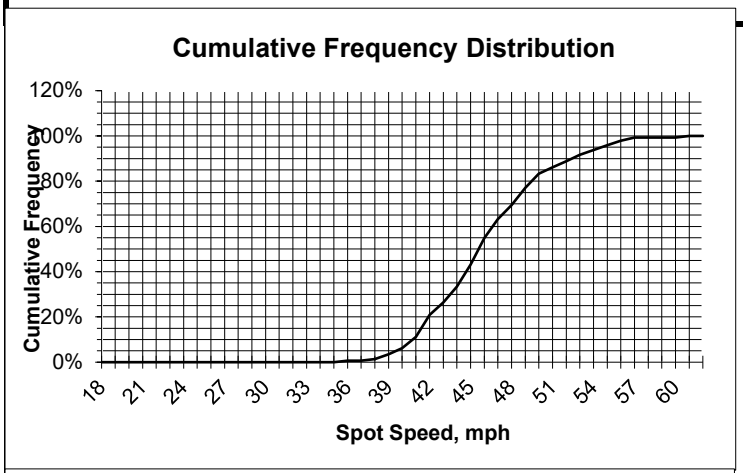
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 10:25-10:40AM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks:

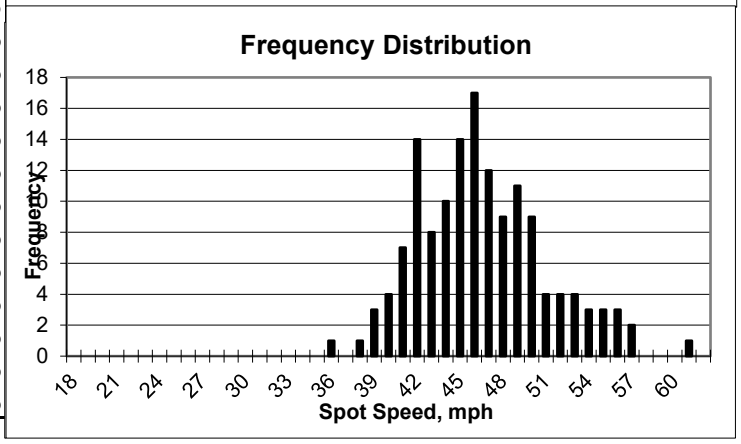
Speed	Frequency	Percent	Cumulative Percent
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	1	0.69%	0.69%
37	0	0.00%	0.69%
38	1	0.69%	1.39%
39	3	2.08%	3.47%
40	4	2.78%	6.25%
41	7	4.86%	11.11%
42	14	9.72%	20.83%
43	8	5.56%	26.39%
44	10	6.94%	33.33%
45	14	9.72%	43.06%
46	17	11.81%	54.86%
47	12	8.33%	63.19%
48	9	6.25%	69.44%
49	11	7.64%	77.08%
50	9	6.25%	83.33%
51	4	2.78%	86.11%
52	4	2.78%	88.89%
53	4	2.78%	91.67%
54	3	2.08%	93.75%
55	3	2.08%	95.83%
56	3	2.08%	97.92%
57	2	1.39%	99.31%
58	0	0.00%	99.31%
59	0	0.00%	99.31%
60	0	0.00%	99.31%
61	1	0.69%	100.00%
62	0	0.00%	100.00%
Total:	144	100%	

DATA ANALYSIS:

Mean Speed:	47
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	46
85th Percentile:	51
97th Percentile:	56
10 Mile Pace:	41 to 50
% of Samples in 10-Mile Pace:	77.08%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 93

Street:	Oxnard Blvd			**From/To:**	Vineyard Ave / Gonzales Rd		
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	10:45 -11:00A	0	0
Location of survey:	at Citrus Grove Lane						

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	79.0%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	15
No. with Speed violations	6
Predominant type	
Collision Rate (ACC/MVM)	0.65
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS	
Average Daily Traffic	41305
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2695
Vertical/Horizontal Alignment	Vertical (at Orchard)
Road Width	105'-110'
Parking Restriction	No parking
No. Lanes and Median	3/direction, Raised
Improvement (SW, C & G)	C&G, SW on W/S only
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial /Railroad

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: at Citrus Grove Lane
Between: Vineyard Ave / Gonzales Rd

Ref. # 93

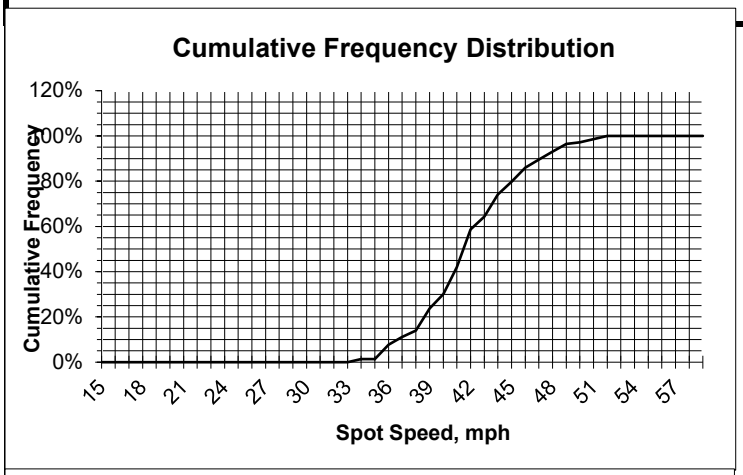
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 10:45 -11:00A
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

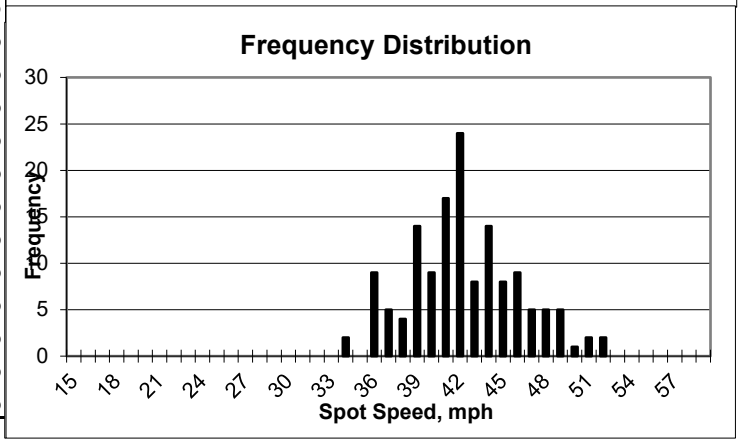
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	2	1.40%	1.40%
35	0	0.00%	1.40%
36	9	6.29%	7.69%
37	5	3.50%	11.19%
38	4	2.80%	13.99%
39	14	9.79%	23.78%
40	9	6.29%	30.07%
41	17	11.89%	41.96%
42	24	16.78%	58.74%
43	8	5.59%	64.34%
44	14	9.79%	74.13%
45	8	5.59%	79.72%
46	9	6.29%	86.01%
47	5	3.50%	89.51%
48	5	3.50%	93.01%
49	5	3.50%	96.50%
50	1	0.70%	97.20%
51	2	1.40%	98.60%
52	2	1.40%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	143	100%	

DATA ANALYSIS:

Mean Speed:	42		
Standard Deviation:	4		
Standard error of the mean:	0.33		
50th Percentile:	42		
85th Percentile:	46		
97th Percentile:	50		
10 Mile Pace:	39	to	48
% of Samples in 10-Mile Pace:	79.02%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 94

Street:	Oxnard Blvd			**From/To:**	Gonzales Rd / Robert Ave	
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	11:05-11:20 A	0 0
Location of survey:	at Glenwood Dr					

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	36	**To**	45		**Justification**	
Percentage of Vehicles in Pace	70.8%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	7
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.29
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS	
Average Daily Traffic	41305
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2865
Vertical/Horizontal Alignment	None
Road Width	86'-80'
Parking Restriction	No parking
No. Lanes and Median	3 N/B, 2 S/B, Raised
Improvement (SW, C & G)	C&G. SW partial on W/S
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial /Residential /Railroad

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: at Glenwood Dr
Between: Gonzales Rd / Robert Ave

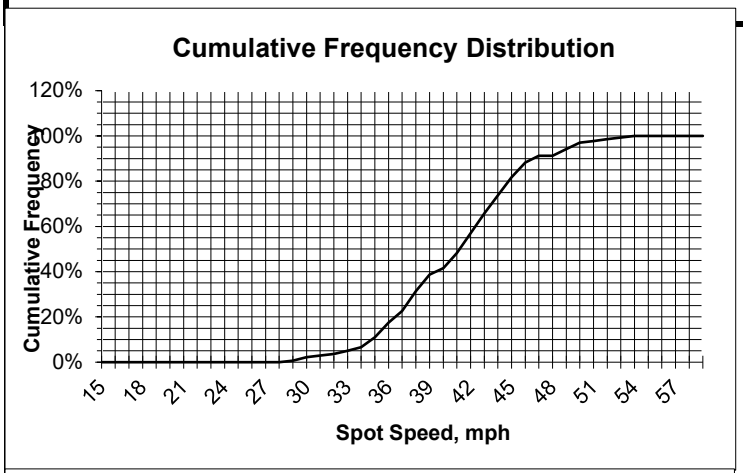
Ref. # 94

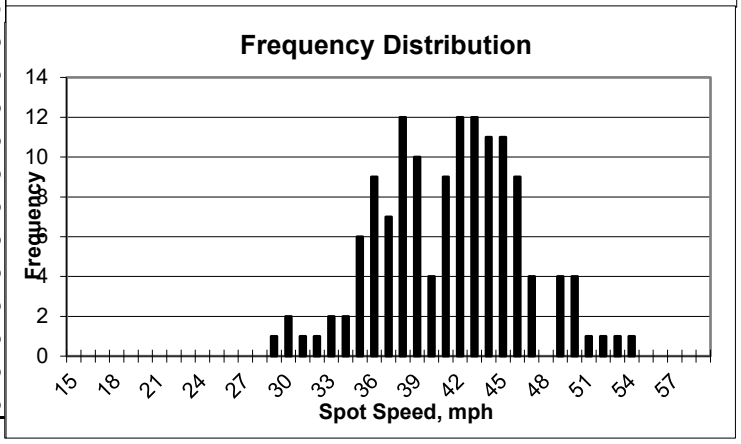
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 11:05-11:20 A
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	1	0.73%	0.73%
30	2	1.46%	2.19%
31	1	0.73%	2.92%
32	1	0.73%	3.65%
33	2	1.46%	5.11%
34	2	1.46%	6.57%
35	6	4.38%	10.95%
36	9	6.57%	17.52%
37	7	5.11%	22.63%
38	12	8.76%	31.39%
39	10	7.30%	38.69%
40	4	2.92%	41.61%
41	9	6.57%	48.18%
42	12	8.76%	56.93%
43	12	8.76%	65.69%
44	11	8.03%	73.72%
45	11	8.03%	81.75%
46	9	6.57%	88.32%
47	4	2.92%	91.24%
48	0	0.00%	91.24%
49	4	2.92%	94.16%
50	4	2.92%	97.08%
51	1	0.73%	97.81%
52	1	0.73%	98.54%
53	1	0.73%	99.27%
54	1	0.73%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	137	100%	

DATA ANALYSIS:

Mean Speed:	41
Standard Deviation:	5
Standard error of the mean:	0.43
50th Percentile:	42
85th Percentile:	46
97th Percentile:	50
10 Mile Pace:	36 to 45
% of Samples in 10-Mile Pace:	70.80%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 95

Street:	Oxnard Blvd			**From/To:**	Robert Ave / Second St
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	11:25-11:45AM
Location of survey:	s/o Cooper Rd				

SPEED DATA						
50th Percentile Speed (mph)	34				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	39				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	29	**To**	38		**Justification**	
Percentage of Vehicles in Pace	73%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	6
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.21
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	39111
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3490
Vertical/Horizontal Alignment	None
Road Width	80'-66'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	C&G, SW all except W/S north of Colonia
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial /Railroad

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: s/o Cooper Rd
Between: Robert Ave / Second St

Ref. # 95

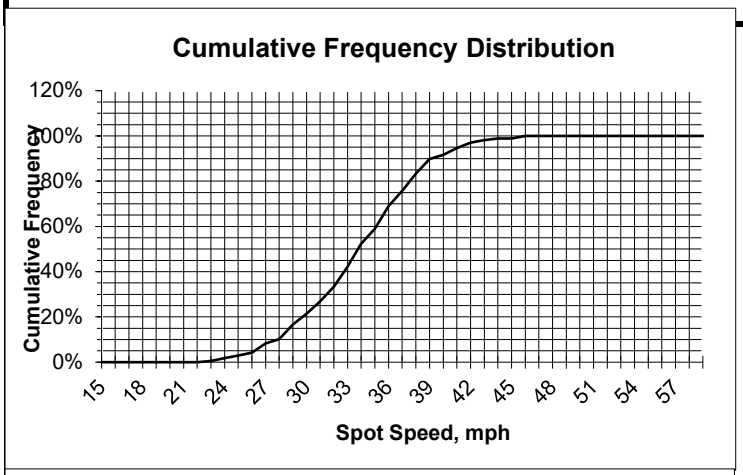
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 11:25-11:45AM
Recorder: EY AY
Posted Speed: 35 mph
Remarks:

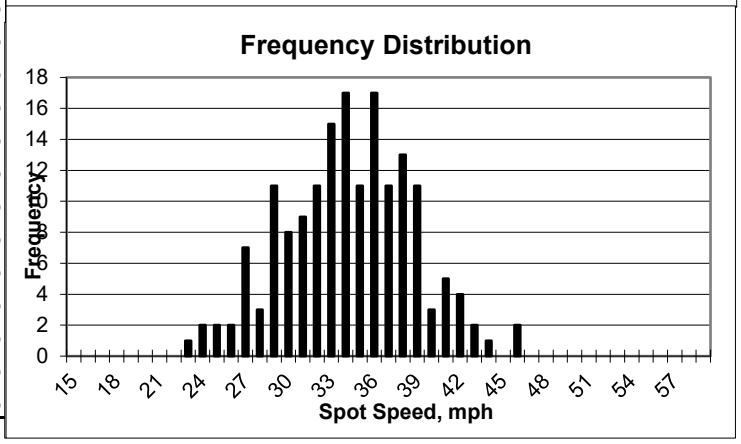
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	1	0.60%	0.60%
24	2	1.19%	1.79%
25	2	1.19%	2.98%
26	2	1.19%	4.17%
27	7	4.17%	8.33%
28	3	1.79%	10.12%
29	11	6.55%	16.67%
30	8	4.76%	21.43%
31	9	5.36%	26.79%
32	11	6.55%	33.33%
33	15	8.93%	42.26%
34	17	10.12%	52.38%
35	11	6.55%	58.93%
36	17	10.12%	69.05%
37	11	6.55%	75.60%
38	13	7.74%	83.33%
39	11	6.55%	89.88%
40	3	1.79%	91.67%
41	5	2.98%	94.64%
42	4	2.38%	97.02%
43	2	1.19%	98.21%
44	1	0.60%	98.81%
45	0	0.00%	98.81%
46	2	1.19%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	168	100%	

DATA ANALYSIS:

Mean Speed:	34		
Standard Deviation:	5		
Standard error of the mean:	0.39		
50th Percentile:	34		
85th Percentile:	39		
97th Percentile:	42		
10 Mile Pace:	29	to	38
% of Samples in 10-Mile Pace:	73.21%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 96

Street:	Oxnard Blvd			**From/To:**	Second St / Seventh St
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	11:50AM-12:05PM
Location of survey:	at Fourth St				

SPEED DATA						
50th Percentile Speed (mph)	33				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	37				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	28	**To**	37		**Justification**	**CVC 22358.8(a), high collision rate, keep**
Percentage of Vehicles in Pace	70.9%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	14
No. with Speed violations	6
Predominant type	
Collision Rate (ACC/MVM)	0.93
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	30128
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2405
Vertical/Horizontal Alignment	None
Road Width	70'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: at Fourth St
Between: Second St / Seventh St

Ref. # 96

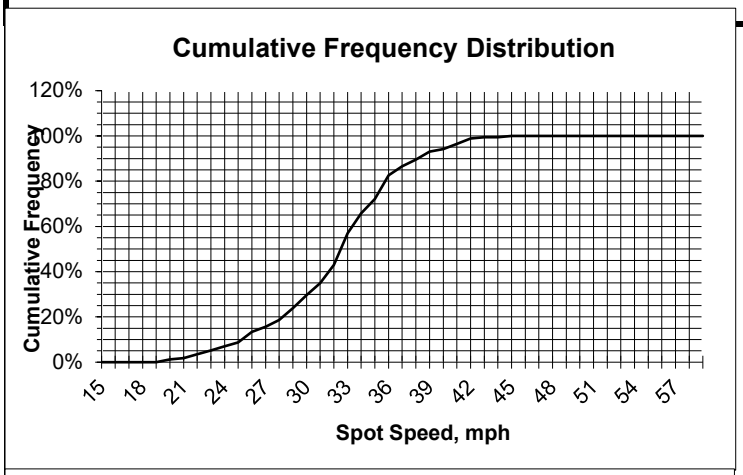
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 11:50AM-12:05PM
Recorder: EY/ AY
Posted Speed: 30 mph
Remarks:

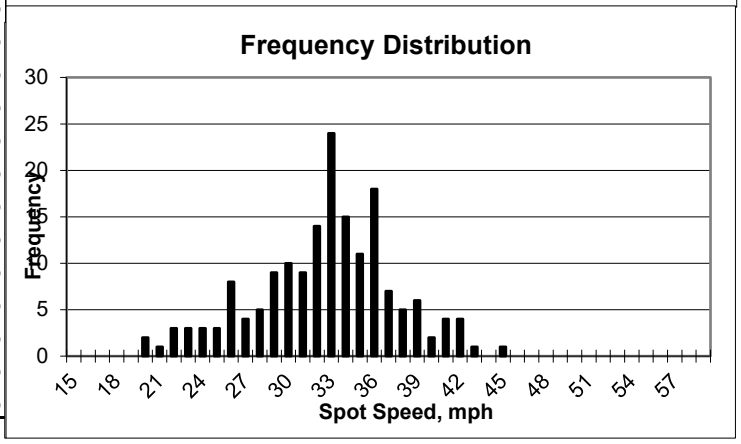
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	2	1.16%	1.16%
21	1	0.58%	1.74%
22	3	1.74%	3.49%
23	3	1.74%	5.23%
24	3	1.74%	6.98%
25	3	1.74%	8.72%
26	8	4.65%	13.37%
27	4	2.33%	15.70%
28	5	2.91%	18.60%
29	9	5.23%	23.84%
30	10	5.81%	29.65%
31	9	5.23%	34.88%
32	14	8.14%	43.02%
33	24	13.95%	56.98%
34	15	8.72%	65.70%
35	11	6.40%	72.09%
36	18	10.47%	82.56%
37	7	4.07%	86.63%
38	5	2.91%	89.53%
39	6	3.49%	93.02%
40	2	1.16%	94.19%
41	4	2.33%	96.51%
42	4	2.33%	98.84%
43	1	0.58%	99.42%
44	0	0.00%	99.42%
45	1	0.58%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	172	100%	

DATA ANALYSIS:

Mean Speed:	33
Standard Deviation:	5
Standard error of the mean:	0.38
50th Percentile:	33
85th Percentile:	37
97th Percentile:	42
10 Mile Pace:	28 to 37
% of Samples in 10-Mile Pace:	70.93%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 97

Street:	Oxnard Blvd			**From/To:**	Seventh St / Wooley Rd
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	12:10-12:25PM
Location of survey:	at Ninth St				

SPEED DATA						
50th Percentile Speed (mph)	34				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	38				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	29	**To**	38		**Justification**	**CVC 22358.8(a), high collision rate, keep**
Percentage of Vehicles in Pace	81.8%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	9
No. with Speed violations	4
Predominant type	
Collision Rate (ACC/MVM)	1.40
Expected Collision Rate (ACC/MVM)	1.00
TRAFFIC FACTORS	
Average Daily Traffic	16855
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1840
Vertical/Horizontal Alignment	None
Road Width	70'
Parking Restriction	No parking
No. Lanes and Median	2-3 S/B. 2 N/B, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: at Ninth St
Between: Seventh St / Wooley Rd

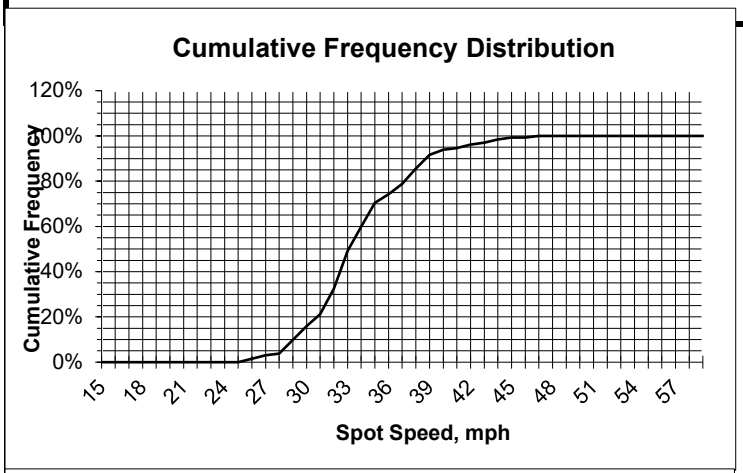
Ref. # 97

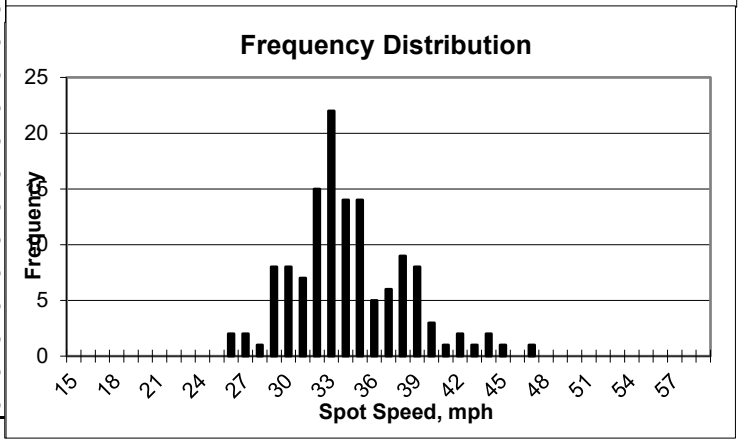
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 12:10-12:25PM
Recorder: EY /AY
Posted Speed: 30 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	2	1.52%	1.52%
27	2	1.52%	3.03%
28	1	0.76%	3.79%
29	8	6.06%	9.85%
30	8	6.06%	15.91%
31	7	5.30%	21.21%
32	15	11.36%	32.58%
33	22	16.67%	49.24%
34	14	10.61%	59.85%
35	14	10.61%	70.45%
36	5	3.79%	74.24%
37	6	4.55%	78.79%
38	9	6.82%	85.61%
39	8	6.06%	91.67%
40	3	2.27%	93.94%
41	1	0.76%	94.70%
42	2	1.52%	96.21%
43	1	0.76%	96.97%
44	2	1.52%	98.48%
45	1	0.76%	99.24%
46	0	0.00%	99.24%
47	1	0.76%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	132	100%	

DATA ANALYSIS:

Mean Speed:	34
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	34
85th Percentile:	38
97th Percentile:	44
10 Mile Pace:	29 to 38
% of Samples in 10-Mile Pace:	81.82%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 98

Street:	Oxnard Blvd			**From/To:**	Wooley Rd / RR Tracks	
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	1:20-1:35PM	
Location of survey:	1450 Oxnard Blvd					
SPEED DATA						
50th Percentile Speed (mph)	38				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	42				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	77.1%					**85th percentile speed**
COLLISION HISTORY (2017-2019)						
Number of Years	3 years					
Total Collisions (Midblock)	22					
No. with Speed violations	4					
Predominant type						
Collision Rate (ACC/MVM)	1.66					
Expected Collision Rate (ACC/MVM)	0.90					
TRAFFIC FACTORS						
Average Daily Traffic	16855					
Traffic Control Type	Traffic signal					
ROADWAY CHARACTERISTICS						
Segment Length (Feet)	3785					
Vertical/Horizontal Alignment	Vertical (Wooley /Saviers)					
Road Width	75'					
Parking Restriction	Partial					
No. Lanes and Median	2/direction, TWLT					
Improvement (SW, C & G)	Yes					
Bicycle lanes/Type	None					
Crosswalks/Type						
Adjacent Land use	Commercial					
Comments	RR crossing					

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: 1450 Oxnard Blvd
Between: Wooley Rd / RR Tracks

Ref. # 98

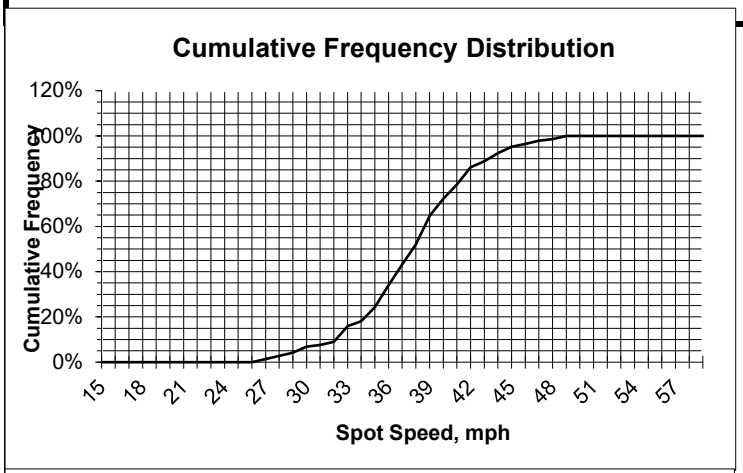
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 1:20-1:35PM
Recorder: EY /AY
Posted Speed: 40 mph
Remarks:

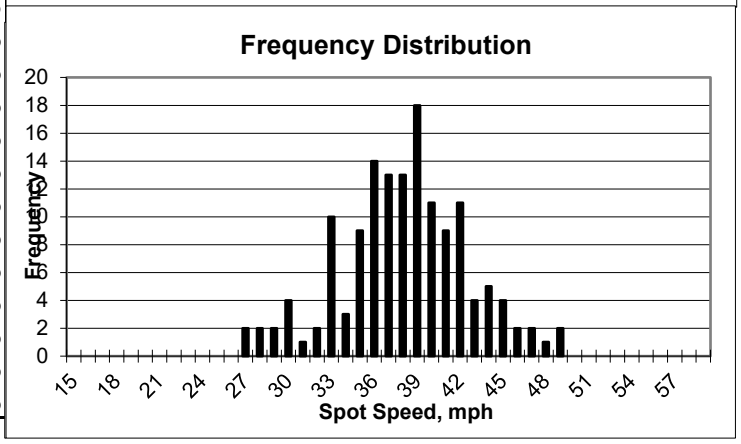
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	2	1.39%	1.39%
28	2	1.39%	2.78%
29	2	1.39%	4.17%
30	4	2.78%	6.94%
31	1	0.69%	7.64%
32	2	1.39%	9.03%
33	10	6.94%	15.97%
34	3	2.08%	18.06%
35	9	6.25%	24.31%
36	14	9.72%	34.03%
37	13	9.03%	43.06%
38	13	9.03%	52.08%
39	18	12.50%	64.58%
40	11	7.64%	72.22%
41	9	6.25%	78.47%
42	11	7.64%	86.11%
43	4	2.78%	88.89%
44	5	3.47%	92.36%
45	4	2.78%	95.14%
46	2	1.39%	96.53%
47	2	1.39%	97.92%
48	1	0.69%	98.61%
49	2	1.39%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	144	100%	

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	38
85th Percentile:	42
97th Percentile:	47
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	77.08%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 99

Street:	Oxnard Blvd			**From/To:**	RR Tracks / Rose Ave
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	1:40-2:00PM
Location of survey:	at Sunkist Dr				

SPEED DATA						
50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	80.5%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	15
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	1.30
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	14977
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3725
Vertical/Horizontal Alignment	None
Road Width	112'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Soil and painted median
Improvement (SW, C & G)	None
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: at Sunkist Dr
Between: RR Tracks / Rose Ave

Ref. # 99

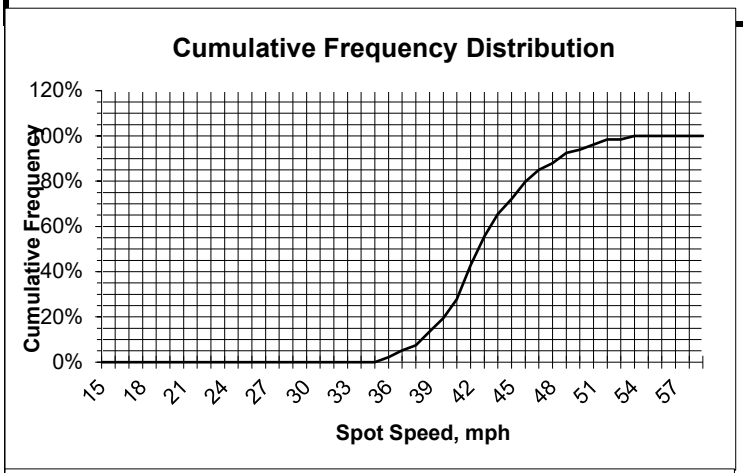
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 1:40-2:00PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

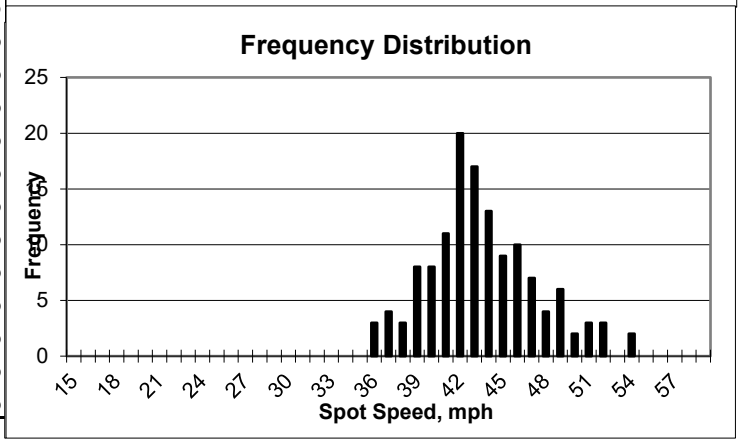
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	3	2.26%	2.26%
37	4	3.01%	5.26%
38	3	2.26%	7.52%
39	8	6.02%	13.53%
40	8	6.02%	19.55%
41	11	8.27%	27.82%
42	20	15.04%	42.86%
43	17	12.78%	55.64%
44	13	9.77%	65.41%
45	9	6.77%	72.18%
46	10	7.52%	79.70%
47	7	5.26%	84.96%
48	4	3.01%	87.97%
49	6	4.51%	92.48%
50	2	1.50%	93.98%
51	3	2.26%	96.24%
52	3	2.26%	98.50%
53	0	0.00%	98.50%
54	2	1.50%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	133	100%	

DATA ANALYSIS:

Mean Speed:	44
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	43
85th Percentile:	48
97th Percentile:	52
10 Mile Pace:	39 to 48
% of Samples in 10-Mile Pace:	80.45%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 100

Street:	Oxnard Blvd			**From/To:**	Rose Ave / Channel Islands Overpass		
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	2:05 -2:20P	0	0
Location of survey:	bt. Rose Ave + Channel Islands Overpass						

SPEED DATA						
50th Percentile Speed (mph)	50				**Existing Speed Zone**	**55 mph**
85th Percentile Speed (mph)	55				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	44	**To**	53		**Justification**	**CVC 22358.6, continuation of speed, Reduce speed limit**
Percentage of Vehicles in Pace	74.1%					

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.68
Expected Collision Rate (ACC/MVM)	0.91
TRAFFIC FACTORS	
Average Daily Traffic	14977
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1430
Vertical/Horizontal Alignment	Vertical (Channel Islands Overpass)
Road Width	135'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Soil and painted median
Improvement (SW, C & G)	None
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: bt. Rose Ave + Channel Islands Overpass
Between: Rose Ave / Channel Islands Overpass

Ref. # 100

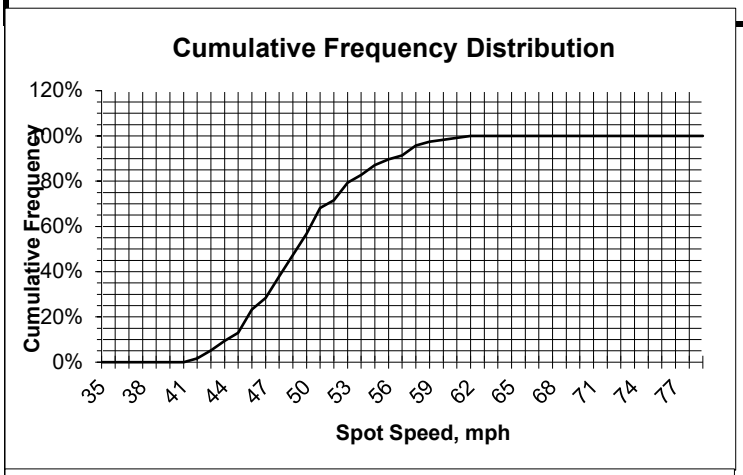
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 2:05 -2:20P
Recorder: EY AY
Posted Speed: 55 mph
Remarks:

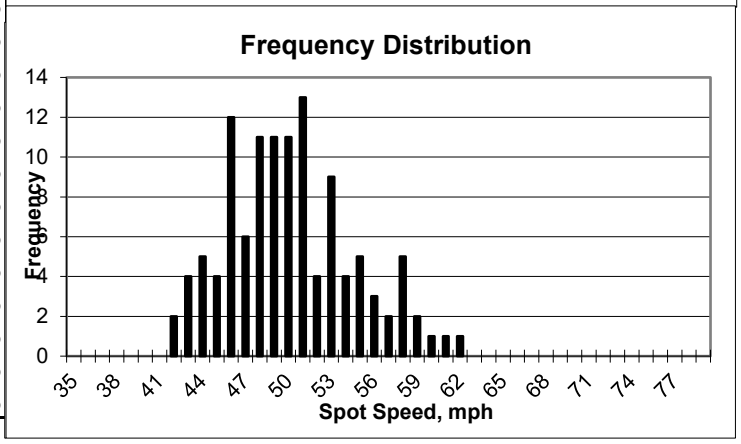
Speed	Frequency	Percent	Cumulative Percent
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	0	0.00%	0.00%
38	0	0.00%	0.00%
39	0	0.00%	0.00%
40	0	0.00%	0.00%
41	0	0.00%	0.00%
42	2	1.72%	1.72%
43	4	3.45%	5.17%
44	5	4.31%	9.48%
45	4	3.45%	12.93%
46	12	10.34%	23.28%
47	6	5.17%	28.45%
48	11	9.48%	37.93%
49	11	9.48%	47.41%
50	11	9.48%	56.90%
51	13	11.21%	68.10%
52	4	3.45%	71.55%
53	9	7.76%	79.31%
54	4	3.45%	82.76%
55	5	4.31%	87.07%
56	3	2.59%	89.66%
57	2	1.72%	91.38%
58	5	4.31%	95.69%
59	2	1.72%	97.41%
60	1	0.86%	98.28%
61	1	0.86%	99.14%
62	1	0.86%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
65	0	0.00%	100.00%
66	0	0.00%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	116	100%	

DATA ANALYSIS:

Mean Speed:	50		
Standard Deviation:	4		
Standard error of the mean:	0.37		
50th Percentile:	50		
85th Percentile:	55		
97th Percentile:	59		
10 Mile Pace:	44	to	53
% of Samples in 10-Mile Pace:	74.14%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 101

Street:	Oxnard Blvd			**From/To:**	Channel Islands Overpass / Pleasant Valley Rd		
Survey date:	8/16/2022	**Day:**	Tuesday	**Hours:**	9:40 -10:20A	0	0
Location of survey:	1500 E of Channel Islands Blvd						

SPEED DATA						
50th Percentile Speed (mph)	56				**Existing Speed Zone**	**60 mph**
85th Percentile Speed (mph)	59				**Proposed Speed Zone**	**55 mph**
10 mph Pace Speed (mph)	50	**To**	59		**Justification**	
Percentage of Vehicles in Pace	80.3%					**CVC 22358.6, Reduce speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.91

TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4575
Vertical/Horizontal Alignment	None
Road Width	112'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Soil and painted median
Improvement (SW, C & G)	None
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential /Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Oxnard Blvd
Location: 1500 E of Channel Islands Blvd
Between: Channel Islands Overpass / Pleasant Valley Rd

Ref. # 101

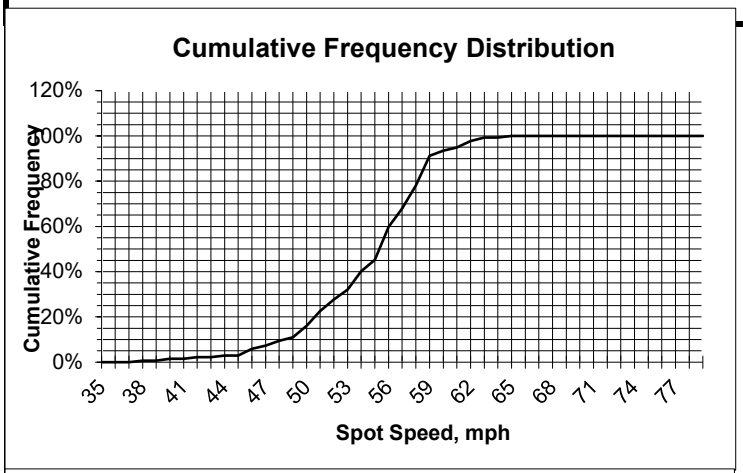
Date: 8/16/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:40 -10:20A
Recorder: AY
Posted Speed: 60 mph
Remarks:

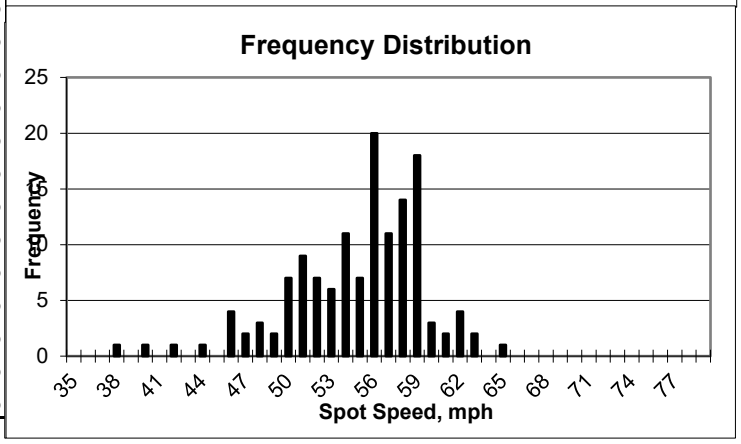
Speed	Frequency	Percent	Cumulative Percent
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	0	0.00%	0.00%
38	1	0.73%	0.73%
39	0	0.00%	0.73%
40	1	0.73%	1.46%
41	0	0.00%	1.46%
42	1	0.73%	2.19%
43	0	0.00%	2.19%
44	1	0.73%	2.92%
45	0	0.00%	2.92%
46	4	2.92%	5.84%
47	2	1.46%	7.30%
48	3	2.19%	9.49%
49	2	1.46%	10.95%
50	7	5.11%	16.06%
51	9	6.57%	22.63%
52	7	5.11%	27.74%
53	6	4.38%	32.12%
54	11	8.03%	40.15%
55	7	5.11%	45.26%
56	20	14.60%	59.85%
57	11	8.03%	67.88%
58	14	10.22%	78.10%
59	18	13.14%	91.24%
60	3	2.19%	93.43%
61	2	1.46%	94.89%
62	4	2.92%	97.81%
63	2	1.46%	99.27%
64	0	0.00%	99.27%
65	1	0.73%	100.00%
66	0	0.00%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	137	100%	

DATA ANALYSIS:

Mean Speed:	55
Standard Deviation:	5
Standard error of the mean:	0.43
50th Percentile:	56
85th Percentile:	59
97th Percentile:	62
10 Mile Pace:	50 to 59
% of Samples in 10-Mile Pace:	80.29%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 102

Street:	Pacific Ave			**From/To:**	Statham Blvd / Wooley Rd
Survey date:	4/19/2022	**Day:**	Tuesday	**Hours:**	1:50-2:25PM
Location of survey:	at Beacon Pl				

SPEED DATA						
50th Percentile Speed (mph)	36				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	42				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	29	**To**	38		**Justification**	**CVC 22358.8(a), continuation of speed, keep**
Percentage of Vehicles in Pace	72.1%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.28
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Stop sign /Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3470
Vertical/Horizontal Alignment	Vertical (Statham/Emerson) (Titan/Wooley)
Road Width	60'
Parking Restriction	No parking
No. Lanes and Median	1/direction, TWLT
Improvement (SW, C & G)	C&G , SW partial
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Pacific Ave
Location: at Beacon Pl
Between: Statham Blvd / Wooley Rd

Ref. # 102

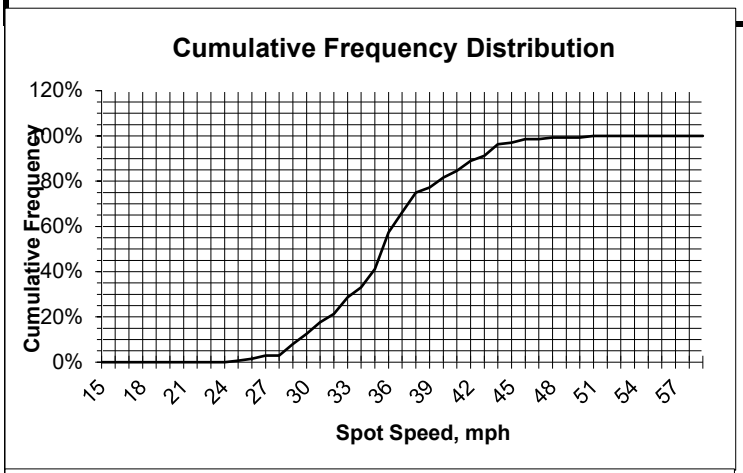
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:50-2:25PM
Recorder: EY
Posted Speed: 35 mph
Remarks:

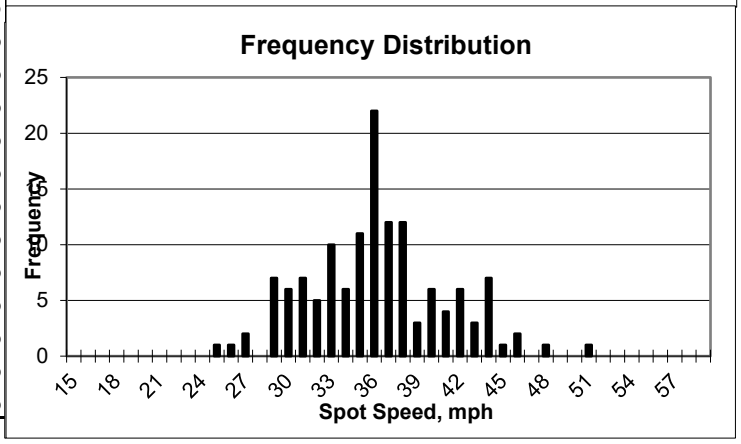
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.74%	0.74%
26	1	0.74%	1.47%
27	2	1.47%	2.94%
28	0	0.00%	2.94%
29	7	5.15%	8.09%
30	6	4.41%	12.50%
31	7	5.15%	17.65%
32	5	3.68%	21.32%
33	10	7.35%	28.68%
34	6	4.41%	33.09%
35	11	8.09%	41.18%
36	22	16.18%	57.35%
37	12	8.82%	66.18%
38	12	8.82%	75.00%
39	3	2.21%	77.21%
40	6	4.41%	81.62%
41	4	2.94%	84.56%
42	6	4.41%	88.97%
43	3	2.21%	91.18%
44	7	5.15%	96.32%
45	1	0.74%	97.06%
46	2	1.47%	98.53%
47	0	0.00%	98.53%
48	1	0.74%	99.26%
49	0	0.00%	99.26%
50	0	0.00%	99.26%
51	1	0.74%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	136	100%	

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	5
Standard error of the mean:	0.43
50th Percentile:	36
85th Percentile:	42
97th Percentile:	45
10 Mile Pace:	29 to 38
% of Samples in 10-Mile Pace:	72.06%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 103

Street:	Pacific Ave				**From/To:**	Wooley Rd / Fifth St	
Survey date:	4/19/2022	**Day:**	Tuesday		**Hours:**	1:10-1:45PM	
Location of survey:	at Mountain View Ave						

SPEED DATA

50th Percentile Speed (mph)	30				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	36				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	26	**To**	35		**Justification**	
Percentage of Vehicles in Pace	75%					**85th percentile speed**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.37
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS

Average Daily Traffic	5000
Traffic Control Type	Traffic signal /Stop sign

ROADWAY CHARACTERISTICS

Segment Length (Feet)	2630
Vertical/Horizontal Alignment	None
Road Width	50'-35'
Parking Restriction	No parking on E/S S of Mountain View
No. Lanes and Median	1/direction
Improvement (SW, C & G)	C&G&SW (S of Mntn View and partial E/S N of Mntn View). None W/S N of Mntn View
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Pacific Ave
Location: at Mountain View Ave
Between: Wooley Rd / Fifth St

Ref. # 103

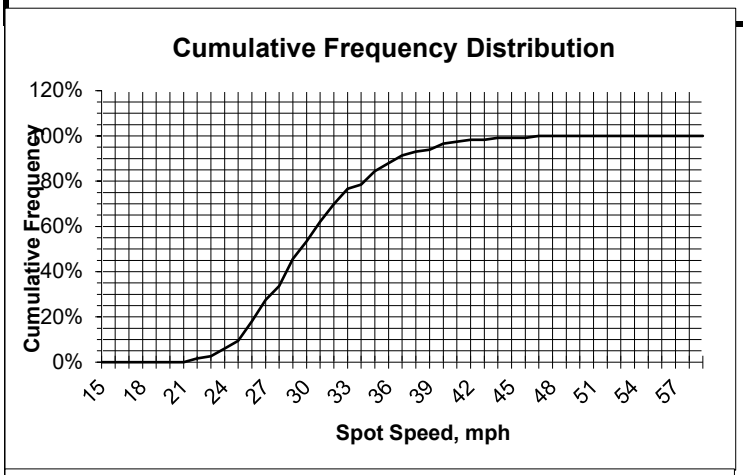
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:10-1:45PM
Recorder: EY
Posted Speed: 35 mph
Remarks:

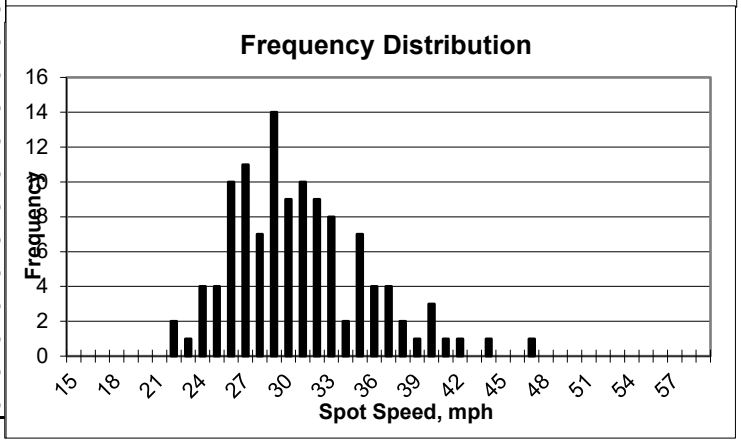
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	2	1.72%	1.72%
23	1	0.86%	2.59%
24	4	3.45%	6.03%
25	4	3.45%	9.48%
26	10	8.62%	18.10%
27	11	9.48%	27.59%
28	7	6.03%	33.62%
29	14	12.07%	45.69%
30	9	7.76%	53.45%
31	10	8.62%	62.07%
32	9	7.76%	69.83%
33	8	6.90%	76.72%
34	2	1.72%	78.45%
35	7	6.03%	84.48%
36	4	3.45%	87.93%
37	4	3.45%	91.38%
38	2	1.72%	93.10%
39	1	0.86%	93.97%
40	3	2.59%	96.55%
41	1	0.86%	97.41%
42	1	0.86%	98.28%
43	0	0.00%	98.28%
44	1	0.86%	99.14%
45	0	0.00%	99.14%
46	0	0.00%	99.14%
47	1	0.86%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	116	100%	

DATA ANALYSIS:

Mean Speed:	31
Standard Deviation:	5
Standard error of the mean:	0.46
50th Percentile:	30
85th Percentile:	36
97th Percentile:	41
10 Mile Pace:	26 to 35
% of Samples in 10-Mile Pace:	75.00%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 104

Street:	Patterson Rd			**From/To:**	Doris Ave / Gonzales Rd
Survey date:	3/17/2022	**Day:**	Thursday	**Hours:**	2:35-3:05PM
Location of survey:	at Nebula St				

SPEED DATA						
50th Percentile Speed (mph)	41				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	45				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	37	**To**	46		**Justification**	**CVC 22358.8(a), continuation of speed, keep**
Percentage of Vehicles in Pace	83.5%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	#REF!
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal /Stop sign

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4000
Vertical/Horizontal Alignment	Vertical (Nebula/Gonzales)
Road Width	63'
Parking Restriction	No parking
No. Lanes and Median	1/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Farm Land /Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Patterson Rd
Location: at Nebula St
Between: Doris Ave / Gonzales Rd

Ref. # 104

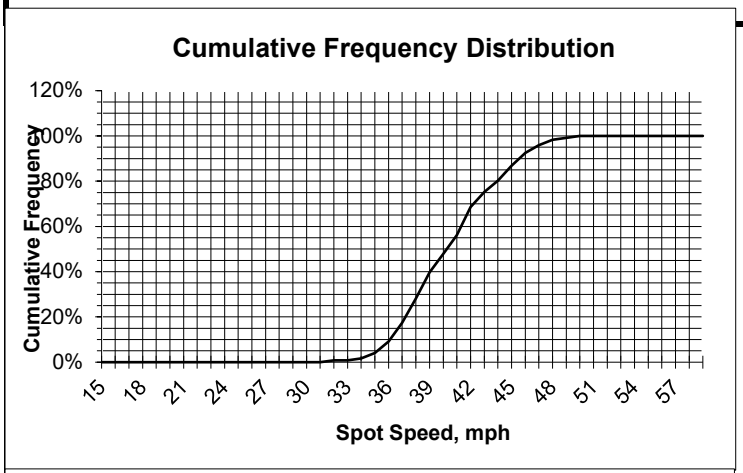
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 2:35-3:05PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

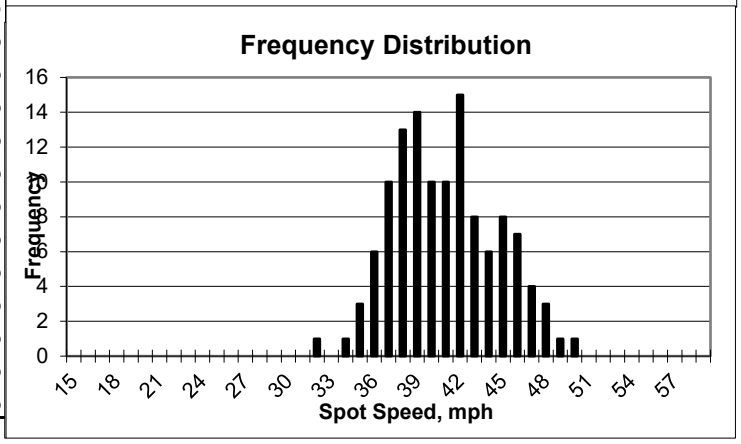
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	1	0.83%	0.83%
33	0	0.00%	0.83%
34	1	0.83%	1.65%
35	3	2.48%	4.13%
36	6	4.96%	9.09%
37	10	8.26%	17.36%
38	13	10.74%	28.10%
39	14	11.57%	39.67%
40	10	8.26%	47.93%
41	10	8.26%	56.20%
42	15	12.40%	68.60%
43	8	6.61%	75.21%
44	6	4.96%	80.17%
45	8	6.61%	86.78%
46	7	5.79%	92.56%
47	4	3.31%	95.87%
48	3	2.48%	98.35%
49	1	0.83%	99.17%
50	1	0.83%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	121	100%	

DATA ANALYSIS:

Mean Speed:	41		
Standard Deviation:	4		
Standard error of the mean:	0.36		
50th Percentile:	41		
85th Percentile:	45		
97th Percentile:	48		
10 Mile Pace:	37	to	46
% of Samples in 10-Mile Pace:	83.47%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 105

Street:	Patterson Rd			**From/To:**	Gonzales Rd / Vineyard Ave		
Survey date:	3/17/2022	**Day:**	Thursday	**Hours:**	3:10-3:40PM	0	0
Location of survey:	at Bermuda Dunes Dr						

SPEED DATA						
50th Percentile Speed (mph)	39				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	42				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	0		**Justification**	
Percentage of Vehicles in Pace	85%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.45
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3065
Vertical/Horizontal Alignment	Vertical (Gonzales/Vineyard)
Road Width	63'
Parking Restriction	No parking
No. Lanes and Median	1/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	School /Residential /Recreational

Comments

Thurgood Elem School no crosswalk.
Golf course no crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Patterson Rd
Location: at Bermuda Dunes Dr
Between: Gonzales Rd / Vineyard Ave

Ref. # 105

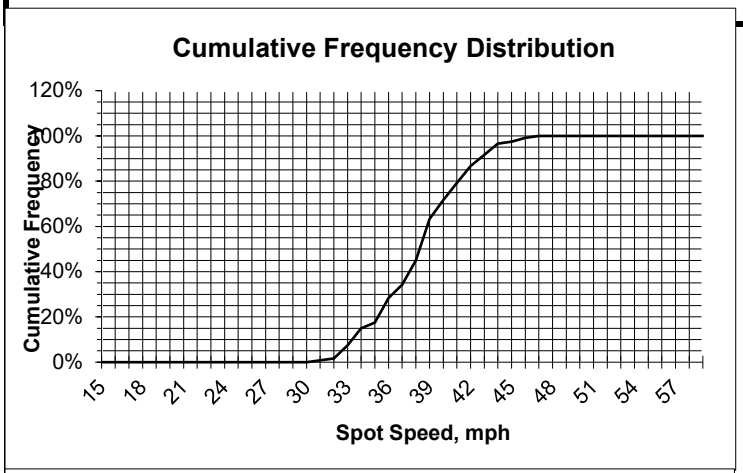
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 3:10-3:40PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

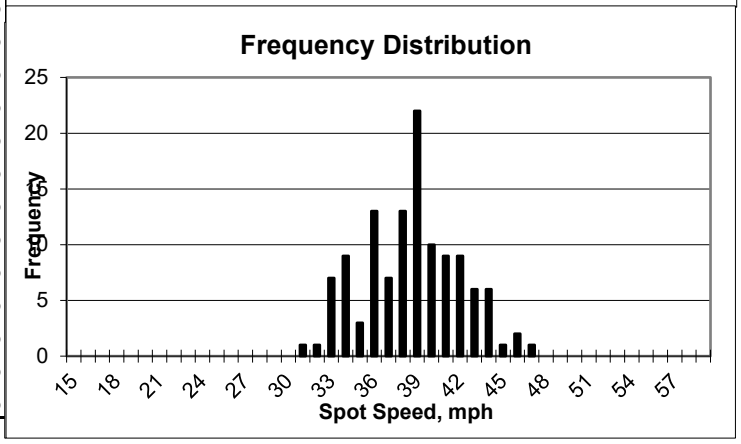
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	1	0.83%	0.83%
32	1	0.83%	1.67%
33	7	5.83%	7.50%
34	9	7.50%	15.00%
35	3	2.50%	17.50%
36	13	10.83%	28.33%
37	7	5.83%	34.17%
38	13	10.83%	45.00%
39	22	18.33%	63.33%
40	10	8.33%	71.67%
41	9	7.50%	79.17%
42	9	7.50%	86.67%
43	6	5.00%	91.67%
44	6	5.00%	96.67%
45	1	0.83%	97.50%
46	2	1.67%	99.17%
47	1	0.83%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	120	100%	

DATA ANALYSIS:

Mean Speed:	39
Standard Deviation:	3
Standard error of the mean:	0.27
50th Percentile:	39
85th Percentile:	42
97th Percentile:	45
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	85.00%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 106

Street:	Patterson Rd			**From/To:**	Hemlock St / Wooley Rd		
Survey date:	3/22/2022	**Day:**	Tuesday	**Hours:**	10:25 -10:55A	0	0
Location of survey:	at Helm Dr						

SPEED DATA

50th Percentile Speed (mph)	44				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	38	**To**	47		**Justification**	
Percentage of Vehicles in Pace	78.3%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.21
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS

Average Daily Traffic	7000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	3325
Vertical/Horizontal Alignment	Vertical, slight (Jacktar/Windward)
Road Width	77'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	C&G, SW on W/S only
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Railroad

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Patterson Rd
Location: at Helm Dr
Between: Hemlock St / Wooley Rd

Ref. # 106

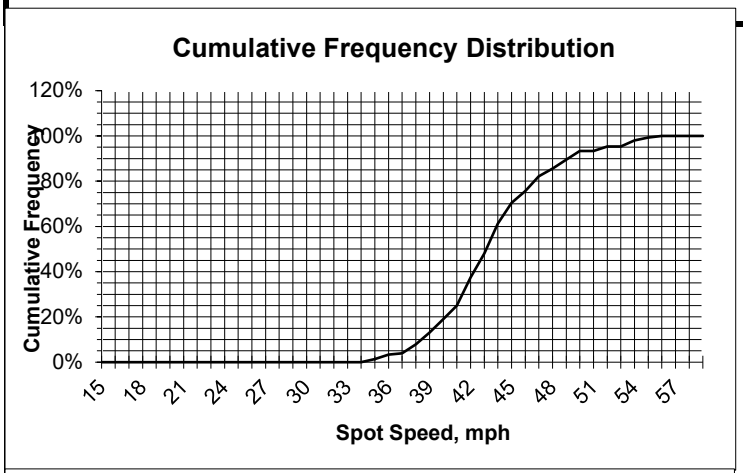
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:25 -10:55A
Recorder: EY
Posted Speed: 45 mph
Remarks:

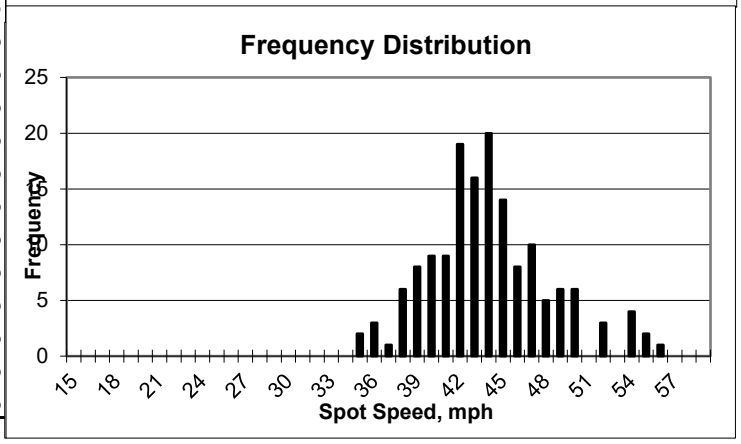
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	2	1.32%	1.32%
36	3	1.97%	3.29%
37	1	0.66%	3.95%
38	6	3.95%	7.89%
39	8	5.26%	13.16%
40	9	5.92%	19.08%
41	9	5.92%	25.00%
42	19	12.50%	37.50%
43	16	10.53%	48.03%
44	20	13.16%	61.18%
45	14	9.21%	70.39%
46	8	5.26%	75.66%
47	10	6.58%	82.24%
48	5	3.29%	85.53%
49	6	3.95%	89.47%
50	6	3.95%	93.42%
51	0	0.00%	93.42%
52	3	1.97%	95.39%
53	0	0.00%	95.39%
54	4	2.63%	98.03%
55	2	1.32%	99.34%
56	1	0.66%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	152	100%	

DATA ANALYSIS:

Mean Speed:	44		
Standard Deviation:	4		
Standard error of the mean:	0.32		
50th Percentile:	44		
85th Percentile:	48		
97th Percentile:	54		
10 Mile Pace:	38	to	47
% of Samples in 10-Mile Pace:	78.29%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 107

Street:	Patterson Rd			**From/To:**	Wooley Rd / Fifth St		
Survey date:	3/17/2022	**Day:**	Thursday	**Hours:**	3:45-4:15PM	0	0
Location of survey:	at Oarfish Ln						

SPEED DATA						
50th Percentile Speed (mph)	45				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	47				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	87.7%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.26
Expected Collision Rate (ACC/MVM)	1.17
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal /Roundabout in segment
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2605
Vertical/Horizontal Alignment	None
Road Width	80'
Parking Restriction	No parking
No. Lanes and Median	2/direction to 1/direction at Dunkirk Dr, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments Roundabout at Dunkirk Dr

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Patterson Rd
Location: at Oarfish Ln
Between: Wooley Rd / Fifth St

Ref. # 107

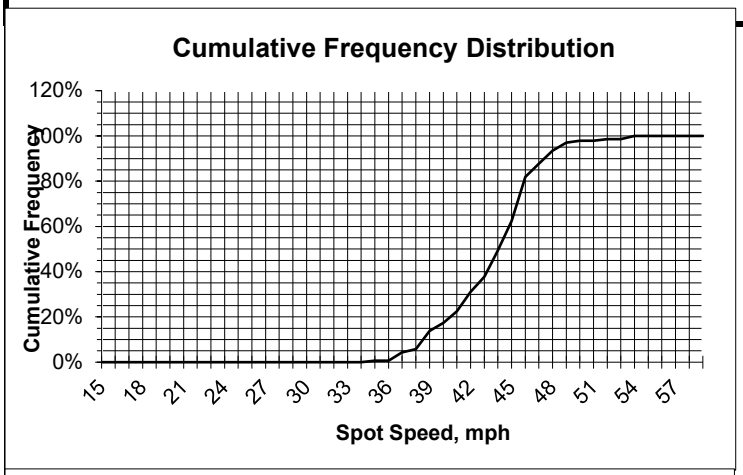
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 3:45-4:15PM
Recorder: EY
Posted Speed: 45 mph
Remarks:

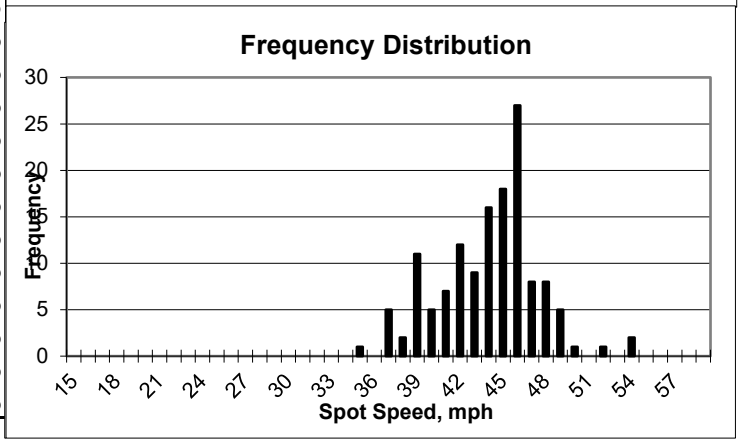
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	1	0.72%	0.72%
36	0	0.00%	0.72%
37	5	3.62%	4.35%
38	2	1.45%	5.80%
39	11	7.97%	13.77%
40	5	3.62%	17.39%
41	7	5.07%	22.46%
42	12	8.70%	31.16%
43	9	6.52%	37.68%
44	16	11.59%	49.28%
45	18	13.04%	62.32%
46	27	19.57%	81.88%
47	8	5.80%	87.68%
48	8	5.80%	93.48%
49	5	3.62%	97.10%
50	1	0.72%	97.83%
51	0	0.00%	97.83%
52	1	0.72%	98.55%
53	0	0.00%	98.55%
54	2	1.45%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	138	100%	

DATA ANALYSIS:

Mean Speed:	44		
Standard Deviation:	3		
Standard error of the mean:	0.26		
50th Percentile:	45		
85th Percentile:	47		
97th Percentile:	49		
10 Mile Pace:	39	to	48
% of Samples in 10-Mile Pace:	87.68%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 108

Street:	Peninsula Rd			**From/To:**	So Terminal / Channel Islands Blvd		
Survey date:	4/26/2022	**Day:**	Tuesday	**Hours:**	12:15-12:50P	0	0
Location of survey:	500' s/o Channel island						

SPEED DATA						
50th Percentile Speed (mph)	29				**Existing Speed Zone**	**25 mph**
85th Percentile Speed (mph)	33				**Proposed Speed Zone**	**25 mph**
10 mph Pace Speed (mph)	23	**To**	32		**Justification**	
Percentage of Vehicles in Pace	75.5%					**CVC 22358.8(a), keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.74
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal /Roundabout
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2805
Vertical/Horizontal Alignment	None
Road Width	63'
Parking Restriction	None
No. Lanes and Median	1/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial /Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Peninsula Rd
Location: 500' s/o Channel island
Between: So Terminal / Channel Islands Blvd

Ref. # 108

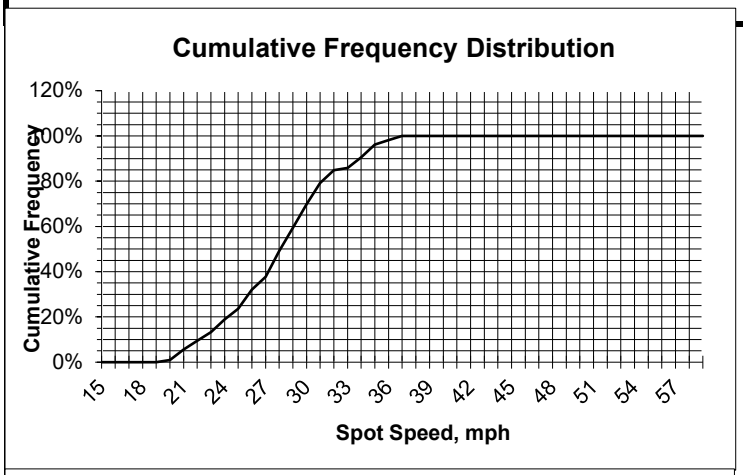
Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 12:15-12:50P
Recorder: EY
Posted Speed: 25 mph
Remarks:

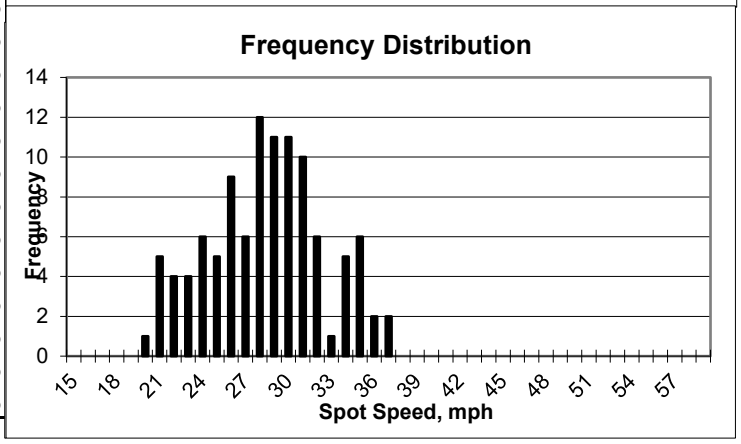
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	1	0.94%	0.94%
21	5	4.72%	5.66%
22	4	3.77%	9.43%
23	4	3.77%	13.21%
24	6	5.66%	18.87%
25	5	4.72%	23.58%
26	9	8.49%	32.08%
27	6	5.66%	37.74%
28	12	11.32%	49.06%
29	11	10.38%	59.43%
30	11	10.38%	69.81%
31	10	9.43%	79.25%
32	6	5.66%	84.91%
33	1	0.94%	85.85%
34	5	4.72%	90.57%
35	6	5.66%	96.23%
36	2	1.89%	98.11%
37	2	1.89%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	106	100%	

DATA ANALYSIS:

Mean Speed:	28		
Standard Deviation:	4		
Standard error of the mean:	0.39		
50th Percentile:	29		
85th Percentile:	33		
97th Percentile:	36		
10 Mile Pace:	23	to	32
% of Samples in 10-Mile Pace:	75.47%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 109

Street:	Perkins Road			**From/To:**	Hueneme Ave / Pleasant Valley Rd		
Survey date:	5/18/2022	**Day:**	Wednesday	**Hours:**	11:50AM-12:25PM	0	0
Location of survey:	at Fairbourne Pl						

SPEED DATA						
50th Percentile Speed (mph)	28				**Existing Speed Zone**	**25 mph**
85th Percentile Speed (mph)	31				**Proposed Speed Zone**	**25 mph**
10 mph Pace Speed (mph)	22	**To**	31		**Justification**	**CVC 22358.8(a), school safety, keep existing**
Percentage of Vehicles in Pace	87.7%					**speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	3000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2640
Vertical/Horizontal Alignment	None
Road Width	50'
Parking Restriction	Partial
No. Lanes and Median	1/direction, Painted
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	Controlled school crosswalk
Adjacent Land use	Residential /School

Comments Art Haycox Elem STOP controlled crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Perkins Road
Location: at Fairbourne Pl
Between: Hueneme Ave / Pleasant Valley Rd

Ref. # 109

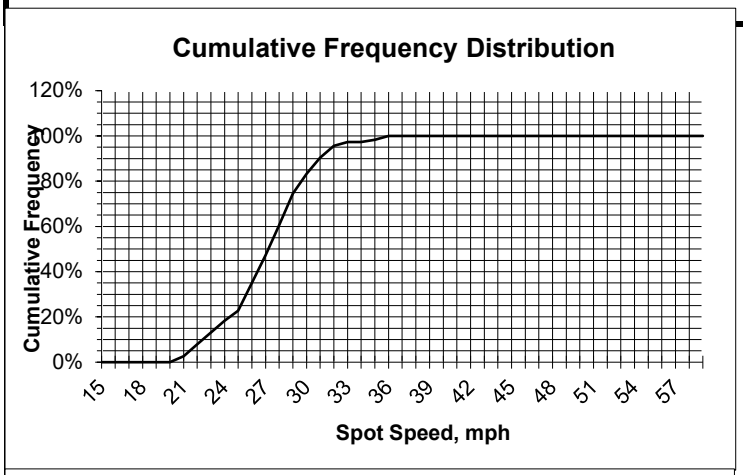
Date: 5/18/2022 **Day:** Wednesday
Weather: Clear
Hours: 11:50AM-12:25PM
Recorder: AY
Posted Speed: 25 mph
Remarks:

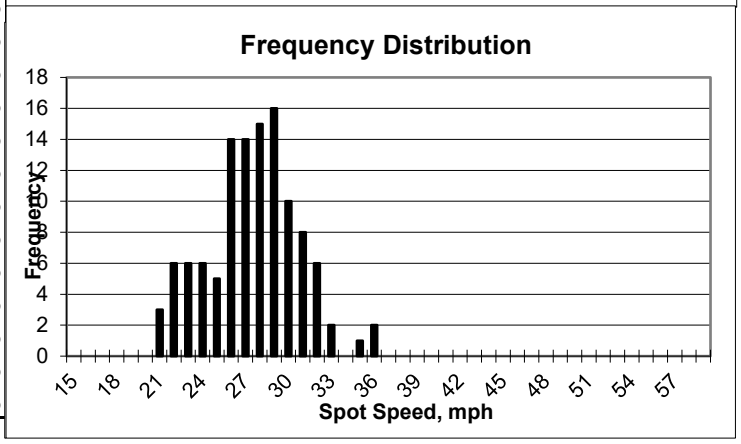
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	3	2.63%	2.63%
22	6	5.26%	7.89%
23	6	5.26%	13.16%
24	6	5.26%	18.42%
25	5	4.39%	22.81%
26	14	12.28%	35.09%
27	14	12.28%	47.37%
28	15	13.16%	60.53%
29	16	14.04%	74.56%
30	10	8.77%	83.33%
31	8	7.02%	90.35%
32	6	5.26%	95.61%
33	2	1.75%	97.37%
34	0	0.00%	97.37%
35	1	0.88%	98.25%
36	2	1.75%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	114	100%	

DATA ANALYSIS:

Mean Speed:	28		
Standard Deviation:	3		
Standard error of the mean:	0.28		
50th Percentile:	28		
85th Percentile:	31		
97th Percentile:	33		
10 Mile Pace:	22	to	31
% of Samples in 10-Mile Pace:	87.72%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 110

Street:	Pleasant Valley Rd			**From/To:**	J Street / Saviers Rd		
Survey date:	3/22/2022	**Day:**	Tuesday	**Hours:**	3:05-3:35PM	0	0
Location of survey:	at Perkins Rd						

SPEED DATA						
50th Percentile Speed (mph)	35				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	38				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	30	**To**	39		**Justification**	
Percentage of Vehicles in Pace	83.6%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	9
No. with Speed violations	4
Predominant type	
Collision Rate (ACC/MVM)	0.92
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	19062
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2485
Vertical/Horizontal Alignment	Horizontal slight at J St
Road Width	72'-60'
Parking Restriction	Some. Most no parking
No. Lanes and Median	2/direction, TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Pleasant Valley Rd
Location: at Perkins Rd
Between: J Street / Saviers Rd

Ref. # 110

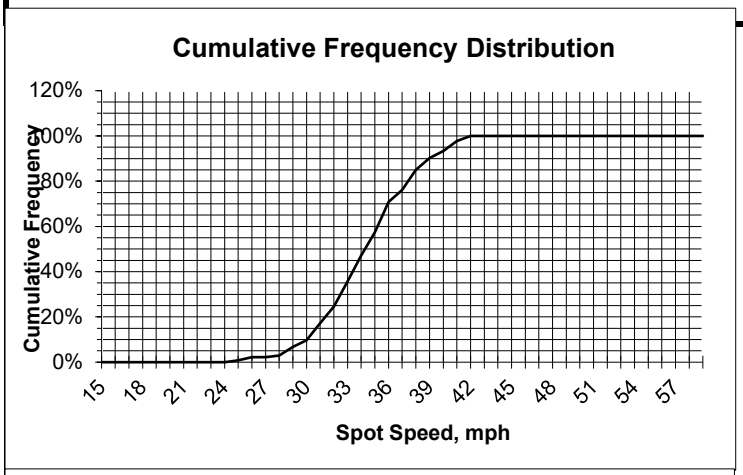
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:05-3:35PM
Recorder: EY
Posted Speed: 35 mph
Remarks:

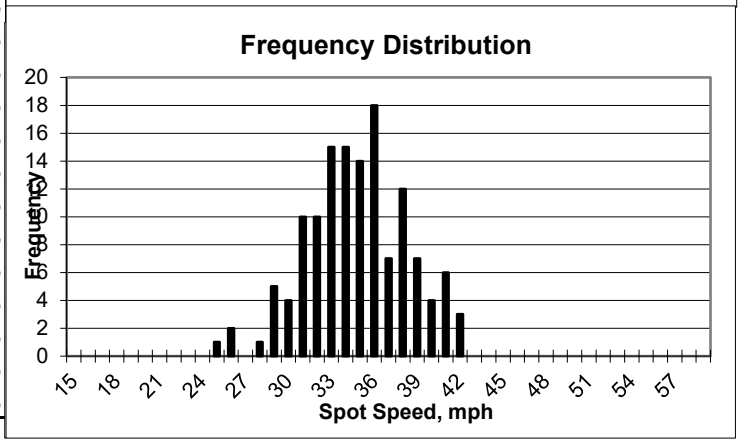
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.75%	0.75%
26	2	1.49%	2.24%
27	0	0.00%	2.24%
28	1	0.75%	2.99%
29	5	3.73%	6.72%
30	4	2.99%	9.70%
31	10	7.46%	17.16%
32	10	7.46%	24.63%
33	15	11.19%	35.82%
34	15	11.19%	47.01%
35	14	10.45%	57.46%
36	18	13.43%	70.90%
37	7	5.22%	76.12%
38	12	8.96%	85.07%
39	7	5.22%	90.30%
40	4	2.99%	93.28%
41	6	4.48%	97.76%
42	3	2.24%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	134	100%	

DATA ANALYSIS:

Mean Speed:	35
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	35
85th Percentile:	38
97th Percentile:	41
10 Mile Pace:	30 to 39
% of Samples in 10-Mile Pace:	83.58%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 111

Street:	Pleasant Valley Rd			**From/To:**	Saviers Rd / Squires Dr		
Survey date:	3/22/2022	**Day:**	Tuesday	**Hours:**	1:46-2:20PM	0	0
Location of survey:	at Cloyne St						

SPEED DATA

50th Percentile Speed (mph)	35				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	38				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	30	**To**	39		**Justification**	
Percentage of Vehicles in Pace	88.6%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	8
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.85
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS

Average Daily Traffic	20374
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	2230
Vertical/Horizontal Alignment	None
Road Width	49'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Painted
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Pleasant Valley Rd
Location: at Cloyne St
Between: Saviers Rd / Squires Dr

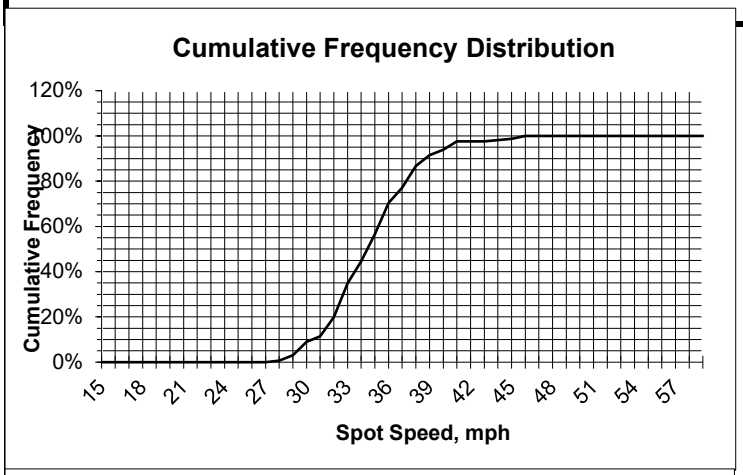
Ref. # 111

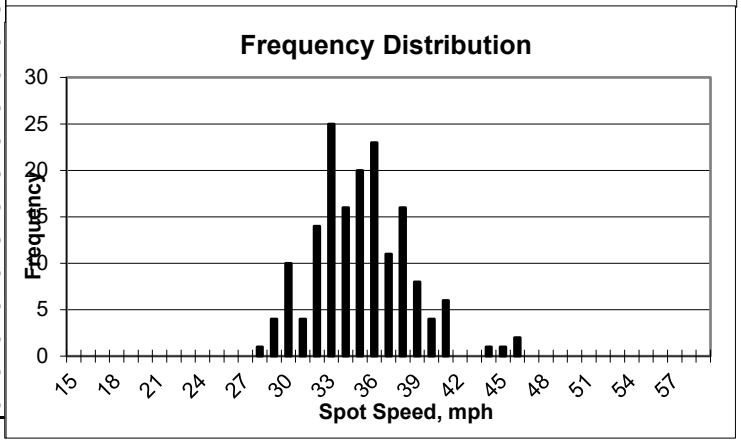
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:46-2:20PM
Recorder: EY
Posted Speed: 35 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	0.60%	0.60%
29	4	2.41%	3.01%
30	10	6.02%	9.04%
31	4	2.41%	11.45%
32	14	8.43%	19.88%
33	25	15.06%	34.94%
34	16	9.64%	44.58%
35	20	12.05%	56.63%
36	23	13.86%	70.48%
37	11	6.63%	77.11%
38	16	9.64%	86.75%
39	8	4.82%	91.57%
40	4	2.41%	93.98%
41	6	3.61%	97.59%
42	0	0.00%	97.59%
43	0	0.00%	97.59%
44	1	0.60%	98.19%
45	1	0.60%	98.80%
46	2	1.20%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	166	100%	

DATA ANALYSIS:

Mean Speed:	35
Standard Deviation:	3
Standard error of the mean:	0.23
50th Percentile:	35
85th Percentile:	38
97th Percentile:	41
10 Mile Pace:	30 to 39
% of Samples in 10-Mile Pace:	88.55%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 112

Street:	Pleasant Valley Rd			**From/To:**	Squires Dr / Rose Ave		
Survey date:	3/22/2022	**Day:**	Tuesday	**Hours:**	3:40-4:10P	0	0
Location of survey:	300 ft s/o Terrace Ave						

SPEED DATA

50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	79.4%					**85th percentile speed**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	16
No. with Speed violations	3
Predominant type	
Collision Rate (ACC/MVM)	1.32
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS

Average Daily Traffic	16206
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	3610
Vertical/Horizontal Alignment	Vertical (Longfellow/Terrace)
Road Width	85'-76'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	C&G&SW S/S, C&G&SW only from Squires/Terrace N/S
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Stormwater Channel

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Pleasant Valley Rd
Location: 300 ft s/o Terrace Ave
Between: Squires Dr / Rose Ave

Ref. # 112

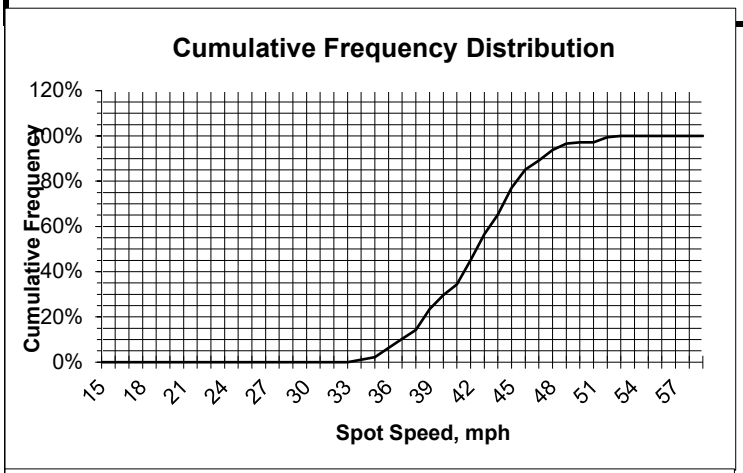
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:40-4:10P
Recorder: EY
Posted Speed: 45 mph
Remarks:

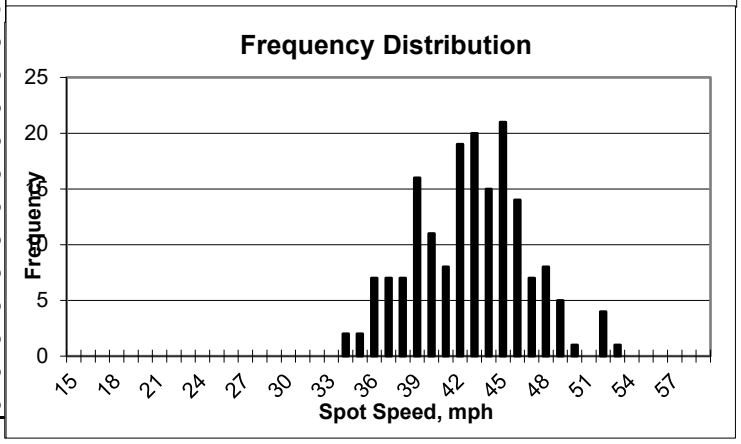
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	2	1.14%	1.14%
35	2	1.14%	2.29%
36	7	4.00%	6.29%
37	7	4.00%	10.29%
38	7	4.00%	14.29%
39	16	9.14%	23.43%
40	11	6.29%	29.71%
41	8	4.57%	34.29%
42	19	10.86%	45.14%
43	20	11.43%	56.57%
44	15	8.57%	65.14%
45	21	12.00%	77.14%
46	14	8.00%	85.14%
47	7	4.00%	89.14%
48	8	4.57%	93.71%
49	5	2.86%	96.57%
50	1	0.57%	97.14%
51	0	0.00%	97.14%
52	4	2.29%	99.43%
53	1	0.57%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	175	100%	

DATA ANALYSIS:

Mean Speed:	43
Standard Deviation:	4
Standard error of the mean:	0.3
50th Percentile:	43
85th Percentile:	46
97th Percentile:	50
10 Mile Pace:	39 to 48
% of Samples in 10-Mile Pace:	79.43%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 113

Street:	Pleasant Valley Rd			**From/To:**	Rose Ave / Bard Rd		
Survey date:	4/15/2022	**Day:**	Friday	**Hours:**	2:50 -3:10P	0	0
Location of survey:	at Syracuse Dr						

SPEED DATA						
50th Percentile Speed (mph)	46				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	50				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	41	**To**	50		**Justification**	**CVC 22358.8(a), continuation of speed, keep**
Percentage of Vehicles in Pace	78.7%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.23
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	16206
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2555
Vertical/Horizontal Alignment	None
Road Width	76'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	C&G&SW S/S only
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Stormwater Channel

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Pleasant Valley Rd
Location: at Syracuse Dr
Between: Rose Ave / Bard Rd

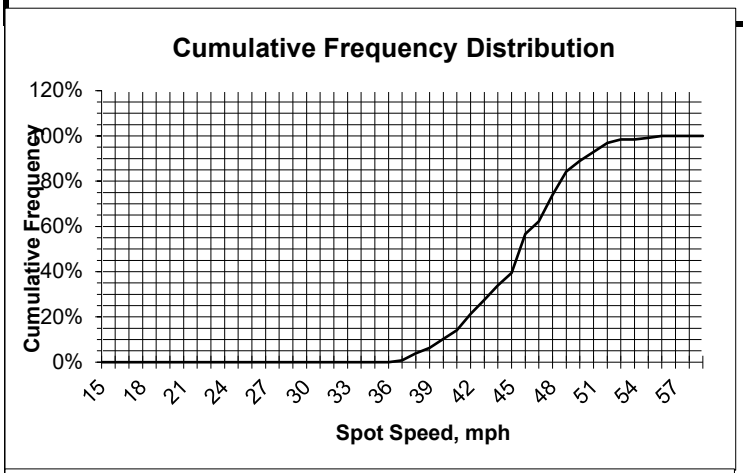
Ref. # 113

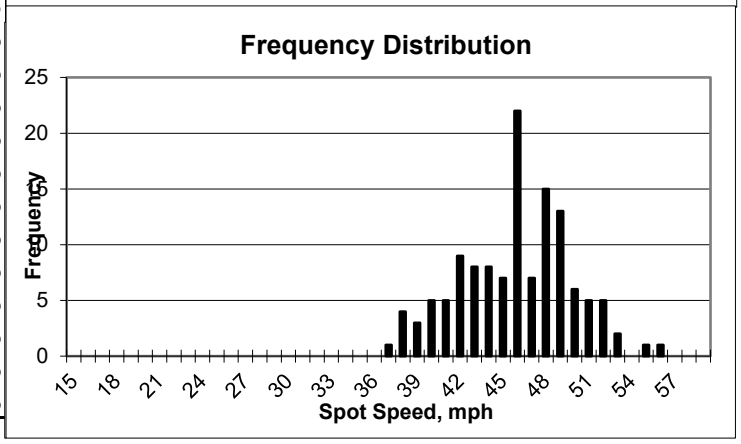
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 2:50 -3:10P
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	1	0.79%	0.79%
38	4	3.15%	3.94%
39	3	2.36%	6.30%
40	5	3.94%	10.24%
41	5	3.94%	14.17%
42	9	7.09%	21.26%
43	8	6.30%	27.56%
44	8	6.30%	33.86%
45	7	5.51%	39.37%
46	22	17.32%	56.69%
47	7	5.51%	62.20%
48	15	11.81%	74.02%
49	13	10.24%	84.25%
50	6	4.72%	88.98%
51	5	3.94%	92.91%
52	5	3.94%	96.85%
53	2	1.57%	98.43%
54	0	0.00%	98.43%
55	1	0.79%	99.21%
56	1	0.79%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	127	100%	

DATA ANALYSIS:

Mean Speed:	46
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	46
85th Percentile:	50
97th Percentile:	53
10 Mile Pace:	41 to 50
% of Samples in 10-Mile Pace:	78.74%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 114

Street:	Pleasant Valley Rd			**From/To:**	Bard Rd / SR-1		
Survey date:	3/22/2022	**Day:**	Tuesday	**Hours:**	2:30-3:00PM	0	0
Location of survey:	at Coastal Village						

SPEED DATA						
50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	47				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	38	**To**	47		**Justification**	
Percentage of Vehicles in Pace	79.1%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	7
No. with Speed violations	3
Predominant type	
Collision Rate (ACC/MVM)	0.61
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	16206
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3410
Vertical/Horizontal Alignment	None
Road Width	70'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Pleasant Valley Rd
Location: at Coastal Village
Between: Bard Rd / SR-1

Ref. # 114

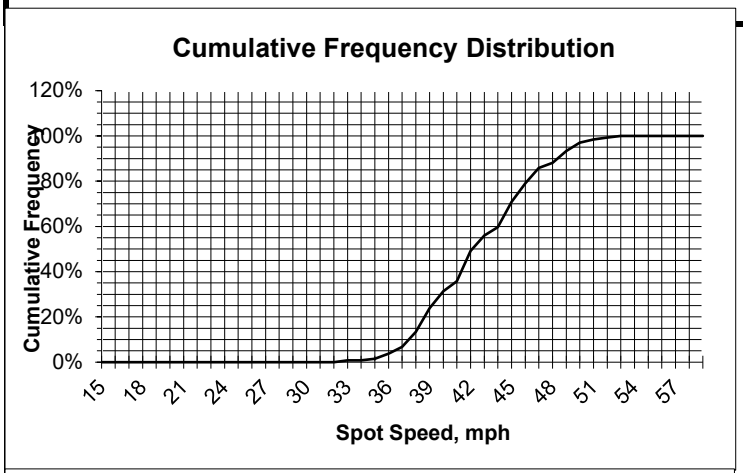
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:30-3:00PM
Recorder: EY
Posted Speed: 45 mph
Remarks:

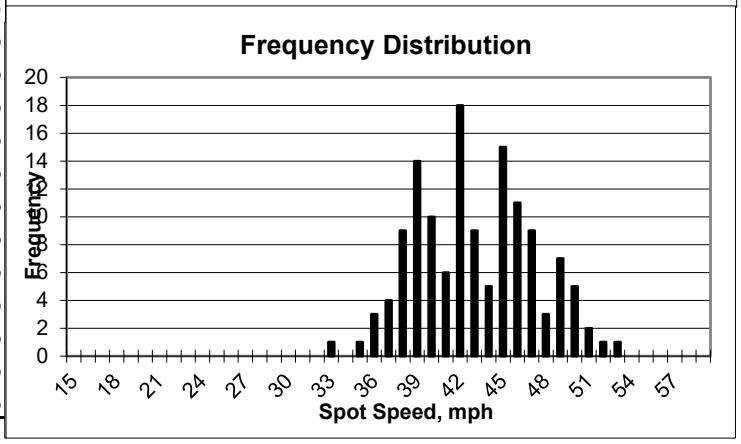
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	1	0.75%	0.75%
34	0	0.00%	0.75%
35	1	0.75%	1.49%
36	3	2.24%	3.73%
37	4	2.99%	6.72%
38	9	6.72%	13.43%
39	14	10.45%	23.88%
40	10	7.46%	31.34%
41	6	4.48%	35.82%
42	18	13.43%	49.25%
43	9	6.72%	55.97%
44	5	3.73%	59.70%
45	15	11.19%	70.90%
46	11	8.21%	79.10%
47	9	6.72%	85.82%
48	3	2.24%	88.06%
49	7	5.22%	93.28%
50	5	3.73%	97.01%
51	2	1.49%	98.51%
52	1	0.75%	99.25%
53	1	0.75%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	134	100%	

DATA ANALYSIS:

Mean Speed:	43
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	43
85th Percentile:	47
97th Percentile:	50
10 Mile Pace:	38 to 47
% of Samples in 10-Mile Pace:	79.10%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 115

Street:	Rice Ave			**From/To:**	Fifth St / Camino Del Sol		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	11:05-11:25AM	0	0
Location of survey:	at Sturgis Rd						

SPEED DATA						
50th Percentile Speed (mph)	48				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	52				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	43	**To**	52		**Justification**	
Percentage of Vehicles in Pace	72.7%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	10
No. with Speed violations	6
Predominant type	
Collision Rate (ACC/MVM)	0.40
Expected Collision Rate (ACC/MVM)	1.06

TRAFFIC FACTORS	
Average Daily Traffic	35316
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3400
Vertical/Horizontal Alignment	None
Road Width	89'-104'
Parking Restriction	No parking
No. Lanes and Median	3/SB, 2-3NB, Raised
Improvement (SW, C & G)	C&G&SW W/S. C&G&SW only from Sturgis/Camino E/S
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial /Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rice Ave
Location: at Sturgis Rd
Between: Fifth St / Camino Del Sol

Ref. # 115

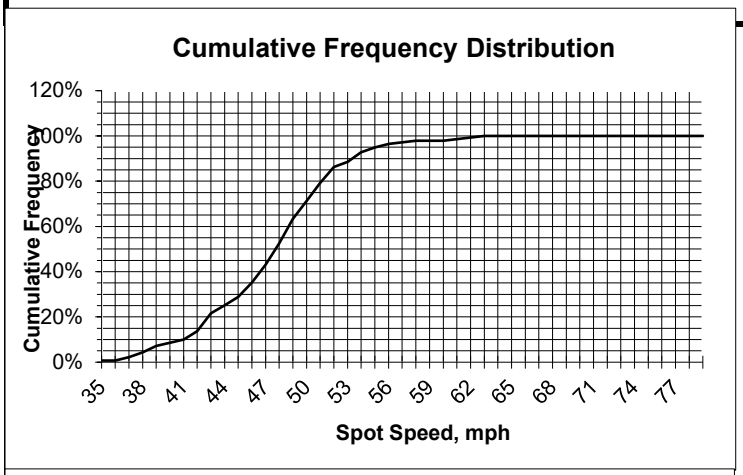
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 11:05-11:25AM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks:

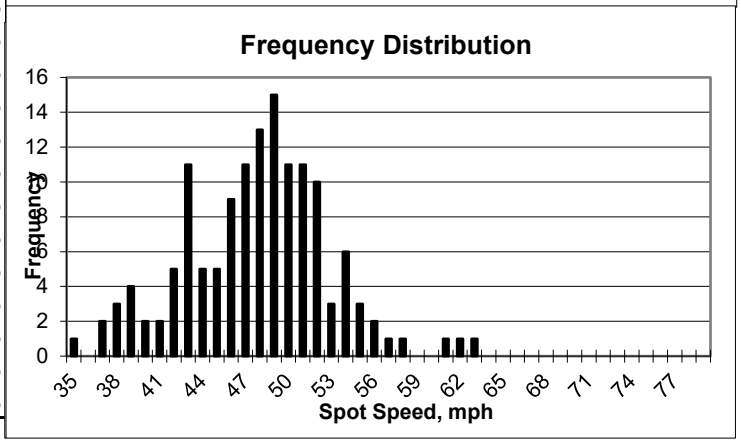
Speed	Frequency	Percent	Cumulative Percent
35	1	0.72%	0.72%
36	0	0.00%	0.72%
37	2	1.44%	2.16%
38	3	2.16%	4.32%
39	4	2.88%	7.19%
40	2	1.44%	8.63%
41	2	1.44%	10.07%
42	5	3.60%	13.67%
43	11	7.91%	21.58%
44	5	3.60%	25.18%
45	5	3.60%	28.78%
46	9	6.47%	35.25%
47	11	7.91%	43.17%
48	13	9.35%	52.52%
49	15	10.79%	63.31%
50	11	7.91%	71.22%
51	11	7.91%	79.14%
52	10	7.19%	86.33%
53	3	2.16%	88.49%
54	6	4.32%	92.81%
55	3	2.16%	94.96%
56	2	1.44%	96.40%
57	1	0.72%	97.12%
58	1	0.72%	97.84%
59	0	0.00%	97.84%
60	0	0.00%	97.84%
61	1	0.72%	98.56%
62	1	0.72%	99.28%
63	1	0.72%	100.00%
64	0	0.00%	100.00%
65	0	0.00%	100.00%
66	0	0.00%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	139	100%	

DATA ANALYSIS:

Mean Speed:	48
Standard Deviation:	5
Standard error of the mean:	0.42
50th Percentile:	48
85th Percentile:	52
97th Percentile:	57
10 Mile Pace:	43 to 52
% of Samples in 10-Mile Pace:	72.66%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 116

Street:	Rice Ave			**From/To:**	Camino Del Sol / Latigo Ave		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	10:42-11:00AM	0	0
Location of survey:	700' s/o Latigo Ave						

SPEED DATA						
50th Percentile Speed (mph)	47				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	53				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	42	**To**	51		**Justification**	
Percentage of Vehicles in Pace	65.0%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.20
Expected Collision Rate (ACC/MVM)	1.06

TRAFFIC FACTORS	
Average Daily Traffic	40986
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1750
Vertical/Horizontal Alignment	None
Road Width	101'
Parking Restriction	No parking
No. Lanes and Median	3/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rice Ave
Location: 700' s/o Latigo Ave
Between: Camino Del Sol / Latigo Ave

Ref. # 116

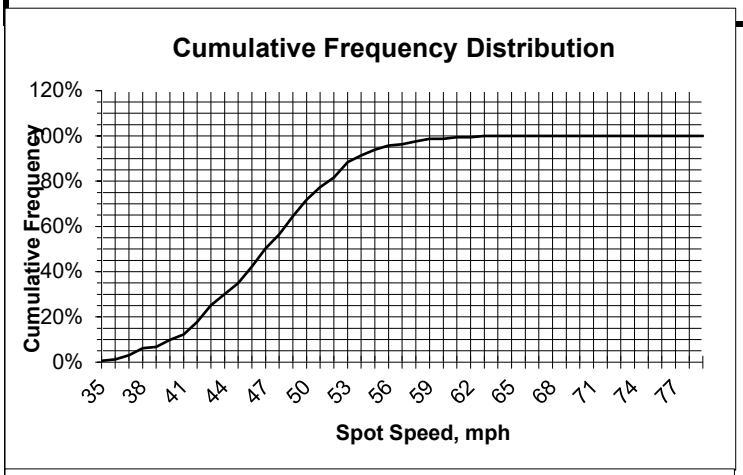
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 10:42-11:00AM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks:

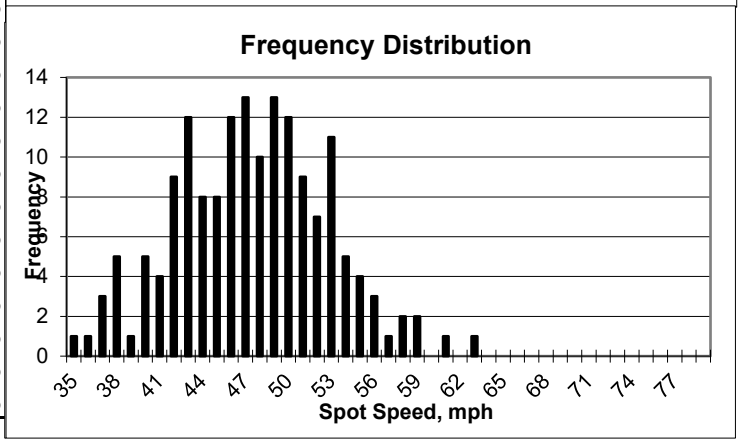
Speed	Frequency	Percent	Cumulative Percent
35	1	0.61%	0.61%
36	1	0.61%	1.23%
37	3	1.84%	3.07%
38	5	3.07%	6.13%
39	1	0.61%	6.75%
40	5	3.07%	9.82%
41	4	2.45%	12.27%
42	9	5.52%	17.79%
43	12	7.36%	25.15%
44	8	4.91%	30.06%
45	8	4.91%	34.97%
46	12	7.36%	42.33%
47	13	7.98%	50.31%
48	10	6.13%	56.44%
49	13	7.98%	64.42%
50	12	7.36%	71.78%
51	9	5.52%	77.30%
52	7	4.29%	81.60%
53	11	6.75%	88.34%
54	5	3.07%	91.41%
55	4	2.45%	93.87%
56	3	1.84%	95.71%
57	1	0.61%	96.32%
58	2	1.23%	97.55%
59	2	1.23%	98.77%
60	0	0.00%	98.77%
61	1	0.61%	99.39%
62	0	0.00%	99.39%
63	1	0.61%	100.00%
64	0	0.00%	100.00%
65	0	0.00%	100.00%
66	0	0.00%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	163	100%	

DATA ANALYSIS:

Mean Speed:	47
Standard Deviation:	5
Standard error of the mean:	0.39
50th Percentile:	47
85th Percentile:	53
97th Percentile:	58
10 Mile Pace:	42 to 51
% of Samples in 10-Mile Pace:	65.03%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 117

Street:	Rice Ave			**From/To:**	Latigo Ave / Gonzales Rd		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	10:00-10:24AM	0	0
Location of survey:	at Sakioka Dr						

SPEED DATA						
50th Percentile Speed (mph)	48				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	53				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	43	**To**	52		**Justification**	
Percentage of Vehicles in Pace	67.2%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	4
No. with Speed violations	3
Predominant type	
Collision Rate (ACC/MVM)	0.17
Expected Collision Rate (ACC/MVM)	1.06

TRAFFIC FACTORS	
Average Daily Traffic	40986
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2850
Vertical/Horizontal Alignment	None
Road Width	88'
Parking Restriction	No parking
No. Lanes and Median	3/SB, 2/NB, Raised
Improvement (SW, C & G)	C&G&SW on W/S only
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial /Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rice Ave
Location: at Sakioka Dr
Between: Latigo Ave / Gonzales Rd

Ref. # 117

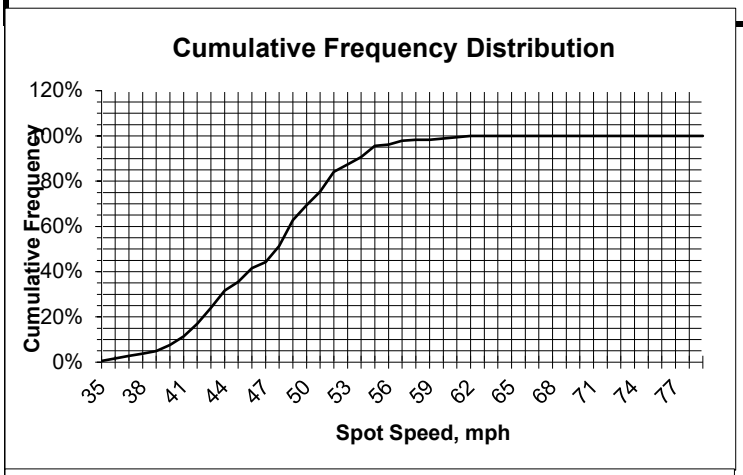
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 10:00-10:24AM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks:

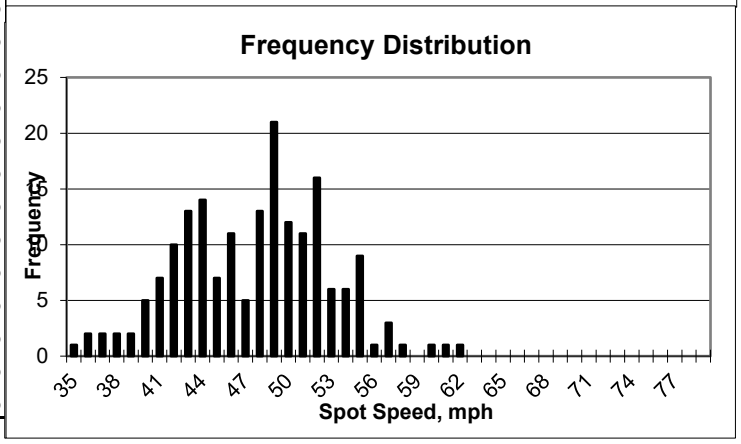
Speed	Frequency	Percent	Cumulative Percent
35	1	0.55%	0.55%
36	2	1.09%	1.64%
37	2	1.09%	2.73%
38	2	1.09%	3.83%
39	2	1.09%	4.92%
40	5	2.73%	7.65%
41	7	3.83%	11.48%
42	10	5.46%	16.94%
43	13	7.10%	24.04%
44	14	7.65%	31.69%
45	7	3.83%	35.52%
46	11	6.01%	41.53%
47	5	2.73%	44.26%
48	13	7.10%	51.37%
49	21	11.48%	62.84%
50	12	6.56%	69.40%
51	11	6.01%	75.41%
52	16	8.74%	84.15%
53	6	3.28%	87.43%
54	6	3.28%	90.71%
55	9	4.92%	95.63%
56	1	0.55%	96.17%
57	3	1.64%	97.81%
58	1	0.55%	98.36%
59	0	0.00%	98.36%
60	1	0.55%	98.91%
61	1	0.55%	99.45%
62	1	0.55%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
65	0	0.00%	100.00%
66	0	0.00%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	183	100%	

DATA ANALYSIS:

Mean Speed:	48
Standard Deviation:	5
Standard error of the mean:	0.37
50th Percentile:	48
85th Percentile:	53
97th Percentile:	57
10 Mile Pace:	43 to 52
% of Samples in 10-Mile Pace:	67.21%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 118

Street:	Rice Ave			**From/To:**	Gonzales Rd / 101 SB		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	9:30-9:55AM	0	0
Location of survey:	w/o Gonzales Rd						

SPEED DATA

50th Percentile Speed (mph)	49				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	53				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	44	**To**	53		**Justification**	
Percentage of Vehicles in Pace	74.0%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.23
Expected Collision Rate (ACC/MVM)	1.06

TRAFFIC FACTORS

Average Daily Traffic	49898
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	1245
Vertical/Horizontal Alignment	Vertical
Road Width	123'
Parking Restriction	No parking
No. Lanes and Median	3/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial /Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rice Ave
Location: w/o Gonzales Rd
Between: Gonzales Rd / 101 SB

Ref. # 118

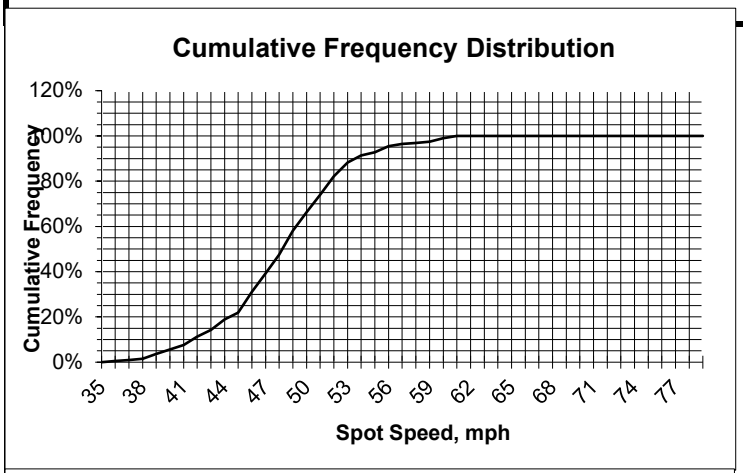
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 9:30-9:55AM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks:

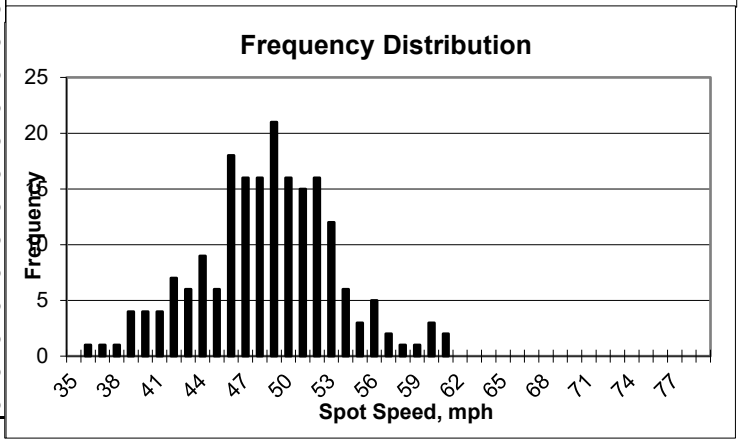
Speed	Frequency	Percent	Cumulative Percent
35	0	0.00%	0.00%
36	1	0.51%	0.51%
37	1	0.51%	1.02%
38	1	0.51%	1.53%
39	4	2.04%	3.57%
40	4	2.04%	5.61%
41	4	2.04%	7.65%
42	7	3.57%	11.22%
43	6	3.06%	14.29%
44	9	4.59%	18.88%
45	6	3.06%	21.94%
46	18	9.18%	31.12%
47	16	8.16%	39.29%
48	16	8.16%	47.45%
49	21	10.71%	58.16%
50	16	8.16%	66.33%
51	15	7.65%	73.98%
52	16	8.16%	82.14%
53	12	6.12%	88.27%
54	6	3.06%	91.33%
55	3	1.53%	92.86%
56	5	2.55%	95.41%
57	2	1.02%	96.43%
58	1	0.51%	96.94%
59	1	0.51%	97.45%
60	3	1.53%	98.98%
61	2	1.02%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
65	0	0.00%	100.00%
66	0	0.00%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	196	100%	

DATA ANALYSIS:

Mean Speed:	49
Standard Deviation:	5
Standard error of the mean:	0.36
50th Percentile:	49
85th Percentile:	53
97th Percentile:	59
10 Mile Pace:	44 to 53
% of Samples in 10-Mile Pace:	73.98%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 119

Street:	Rice Ave			**From/To:**	101 SB / City Limits		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	9:05-9:24AM	0	0
Location of survey:	500 ft W of 101 SB						

SPEED DATA						
50th Percentile Speed (mph)	40				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	44				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	37	**To**	46		**Justification**	
Percentage of Vehicles in Pace	78.5%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.52
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS	
Average Daily Traffic	20000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	920
Vertical/Horizontal Alignment	Vertical
Road Width	102'
Parking Restriction	No parking
No. Lanes and Median	3/SB, 2/NB, Painted
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Freeway

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rice Ave
Location: 500 ft W of 101 SB
Between: 101 SB / City Limits

Ref. # 119

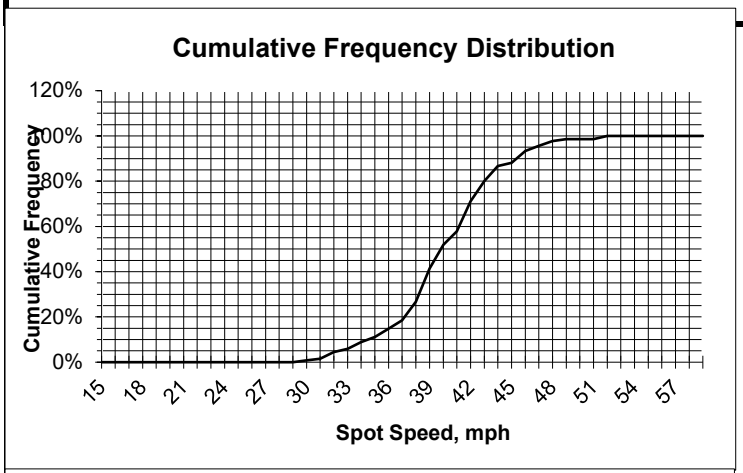
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 9:05-9:24AM
Recorder: EY /AY
Posted Speed: 40 mph
Remarks:

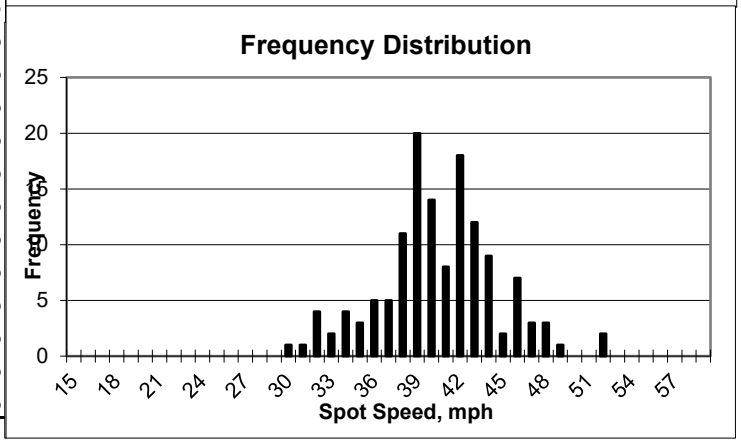
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	1	0.74%	0.74%
31	1	0.74%	1.48%
32	4	2.96%	4.44%
33	2	1.48%	5.93%
34	4	2.96%	8.89%
35	3	2.22%	11.11%
36	5	3.70%	14.81%
37	5	3.70%	18.52%
38	11	8.15%	26.67%
39	20	14.81%	41.48%
40	14	10.37%	51.85%
41	8	5.93%	57.78%
42	18	13.33%	71.11%
43	12	8.89%	80.00%
44	9	6.67%	86.67%
45	2	1.48%	88.15%
46	7	5.19%	93.33%
47	3	2.22%	95.56%
48	3	2.22%	97.78%
49	1	0.74%	98.52%
50	0	0.00%	98.52%
51	0	0.00%	98.52%
52	2	1.48%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	135	100%	

DATA ANALYSIS:

Mean Speed:	40
Standard Deviation:	4
Standard error of the mean:	0.34
50th Percentile:	40
85th Percentile:	44
97th Percentile:	48
10 Mile Pace:	37 to 46
% of Samples in 10-Mile Pace:	78.52%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 120

Street:	Rose Ave			**From/To:**	Sanford St / Bard Rd		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	12:45-1:05PM	0	0
Location of survey:	at Pleasant Valley Rd						

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	37	**To**	46		**Justification**	
Percentage of Vehicles in Pace	84.8%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.18
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	20644
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2590
Vertical/Horizontal Alignment	Vertical (Sanford/Pleasant Valley)
Road Width	95'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Commercial

Comments Fred L Williams Elm NOT adjacent

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rose Ave
Location: at Pleasant Valley Rd
Between: Sanford St / Bard Rd

Ref. # 120

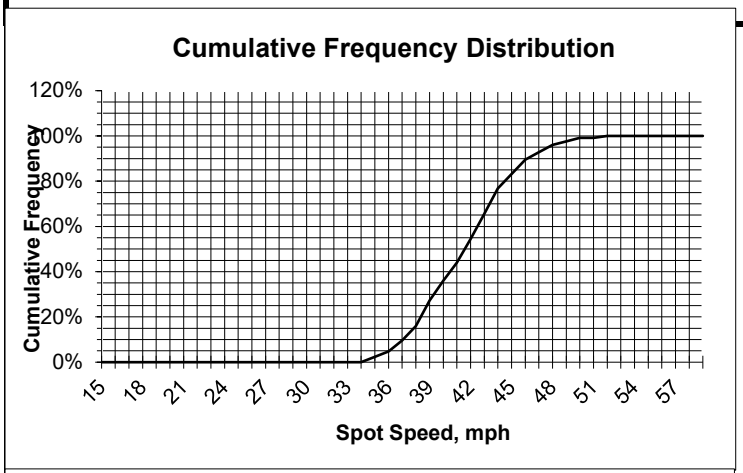
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 12:45-1:05PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

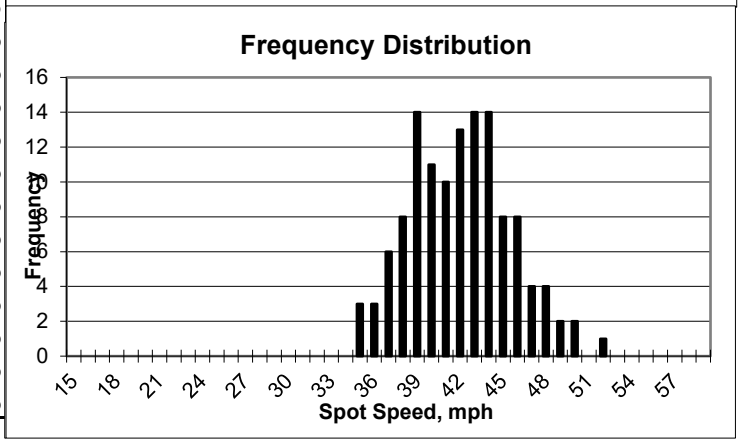
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	3	2.40%	2.40%
36	3	2.40%	4.80%
37	6	4.80%	9.60%
38	8	6.40%	16.00%
39	14	11.20%	27.20%
40	11	8.80%	36.00%
41	10	8.00%	44.00%
42	13	10.40%	54.40%
43	14	11.20%	65.60%
44	14	11.20%	76.80%
45	8	6.40%	83.20%
46	8	6.40%	89.60%
47	4	3.20%	92.80%
48	4	3.20%	96.00%
49	2	1.60%	97.60%
50	2	1.60%	99.20%
51	0	0.00%	99.20%
52	1	0.80%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	125	100%	

DATA ANALYSIS:

Mean Speed:	42
Standard Deviation:	4
Standard error of the mean:	0.36
50th Percentile:	42
85th Percentile:	46
97th Percentile:	49
10 Mile Pace:	37 to 46
% of Samples in 10-Mile Pace:	84.80%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 121

Street:	Rose Ave			**From/To:**	Bard Rd / Channel Islands Blvd		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	12:20-12:40PM	0	0
Location of survey:	at N Campus Rd						

SPEED DATA						
50th Percentile Speed (mph)	44				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	81.2%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	10
No. with Speed violations	4
Predominant type	
Collision Rate (ACC/MVM)	0.46
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	25704
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4060
Vertical/Horizontal Alignment	Vertical (N Campus Rd/Raiders)
Road Width	95'
Parking Restriction	Yes
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /College /High School /Park

Comments

Oxnard College, uncontrolled crosswalk
Channel Islands High School, signal controlled crosswalk
College Park, signal controlled crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rose Ave
Location: at N Campus Rd
Between: Bard Rd / Channel Islands Blvd

Ref. # 121

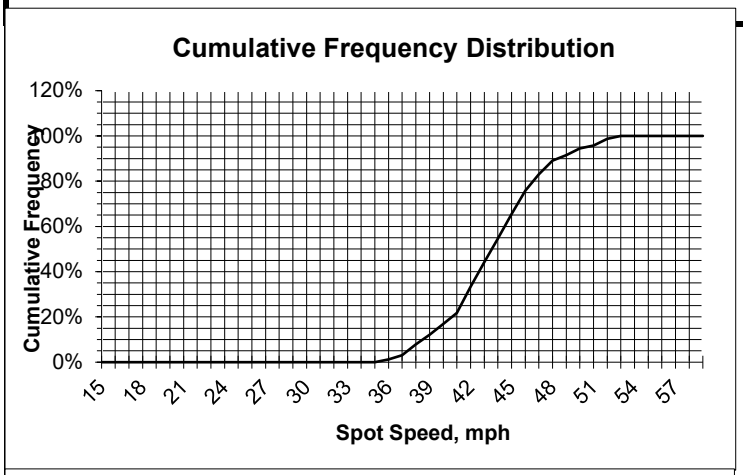
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 12:20-12:40PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

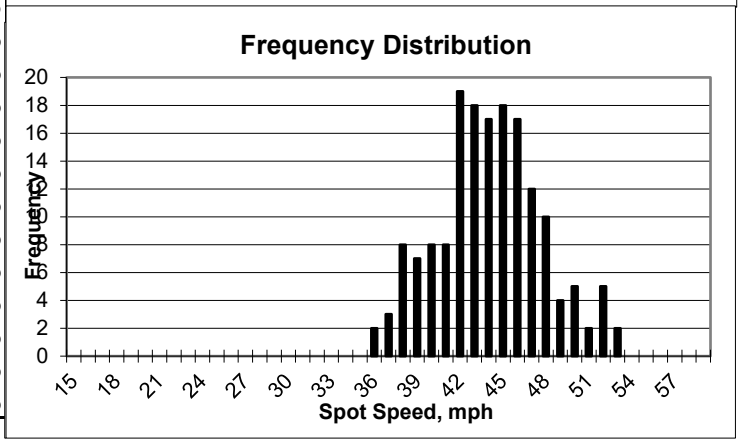
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	2	1.21%	1.21%
37	3	1.82%	3.03%
38	8	4.85%	7.88%
39	7	4.24%	12.12%
40	8	4.85%	16.97%
41	8	4.85%	21.82%
42	19	11.52%	33.33%
43	18	10.91%	44.24%
44	17	10.30%	54.55%
45	18	10.91%	65.45%
46	17	10.30%	75.76%
47	12	7.27%	83.03%
48	10	6.06%	89.09%
49	4	2.42%	91.52%
50	5	3.03%	94.55%
51	2	1.21%	95.76%
52	5	3.03%	98.79%
53	2	1.21%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	165	100%	

DATA ANALYSIS:

Mean Speed:	44
Standard Deviation:	4
Standard error of the mean:	0.31
50th Percentile:	44
85th Percentile:	48
97th Percentile:	52
10 Mile Pace:	39 to 48
% of Samples in 10-Mile Pace:	81.21%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 122

Street:	Rose Ave			**From/To:**	Channel Islands Blvd / Emerson Ave		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	11:55AM-12:15PM	0	0
Location of survey:	at Ives Ave						

SPEED DATA						
50th Percentile Speed (mph)	45				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	49				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	41	**To**	50		**Justification**	
Percentage of Vehicles in Pace	84.2%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	5
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.26
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS	
Average Daily Traffic	26963
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3385
Vertical/Horizontal Alignment	Vertical (at Oxnard) (Fiske/Emerson)
Road Width	105'-95'
Parking Restriction	No parking
No. Lanes and Median	3/NB, 2/SB, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Industrial /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rose Ave
Location: at Ives Ave
Between: Channel Islands Blvd / Emerson Ave

Ref. # 122

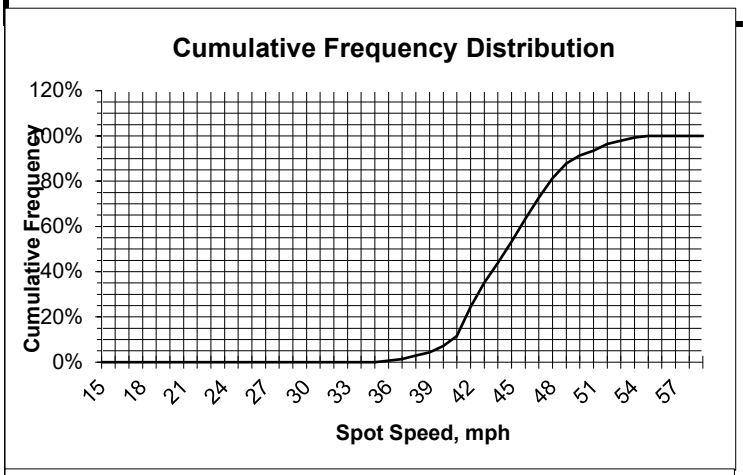
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 11:55AM-12:15PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

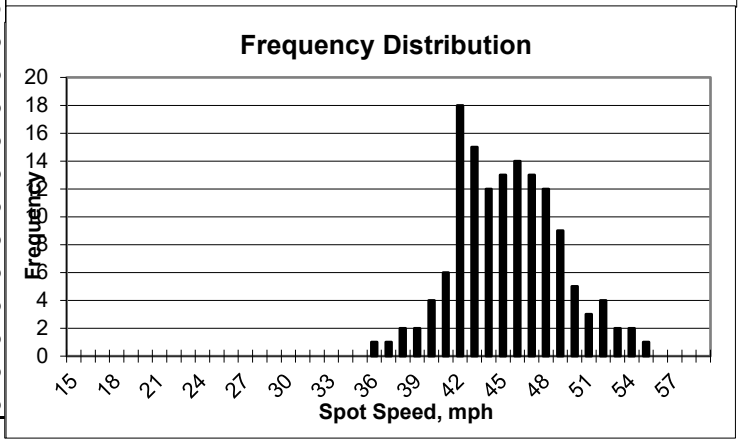
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	1	0.72%	0.72%
37	1	0.72%	1.44%
38	2	1.44%	2.88%
39	2	1.44%	4.32%
40	4	2.88%	7.19%
41	6	4.32%	11.51%
42	18	12.95%	24.46%
43	15	10.79%	35.25%
44	12	8.63%	43.88%
45	13	9.35%	53.24%
46	14	10.07%	63.31%
47	13	9.35%	72.66%
48	12	8.63%	81.29%
49	9	6.47%	87.77%
50	5	3.60%	91.37%
51	3	2.16%	93.53%
52	4	2.88%	96.40%
53	2	1.44%	97.84%
54	2	1.44%	99.28%
55	1	0.72%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	139	100%	

DATA ANALYSIS:

Mean Speed:	45
Standard Deviation:	4
Standard error of the mean:	0.34
50th Percentile:	45
85th Percentile:	49
97th Percentile:	53
10 Mile Pace:	41 to 50
% of Samples in 10-Mile Pace:	84.17%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 123

Street:	Rose Ave			**From/To:**	Emerson Dr / Wooley Rd		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	11:30-11:50AM	0	0
Location of survey:	at Westar Dr						

SPEED DATA						
50th Percentile Speed (mph)	45				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	50				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	41	**To**	50		**Justification**	**CVC 22358.8(a), continuation of speed, keep**
Percentage of Vehicles in Pace	79.8%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.13
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	26963
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2660
Vertical/Horizontal Alignment	None
Road Width	80'-95'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	C&G&SW on W/S only
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial /Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rose Ave
Location: at Westar Dr
Between: Emerson Dr / Wooley Rd

Ref. # 123

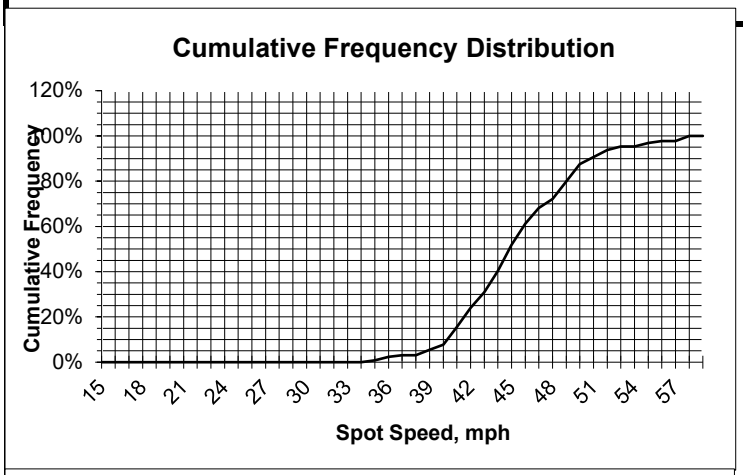
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 11:30-11:50AM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

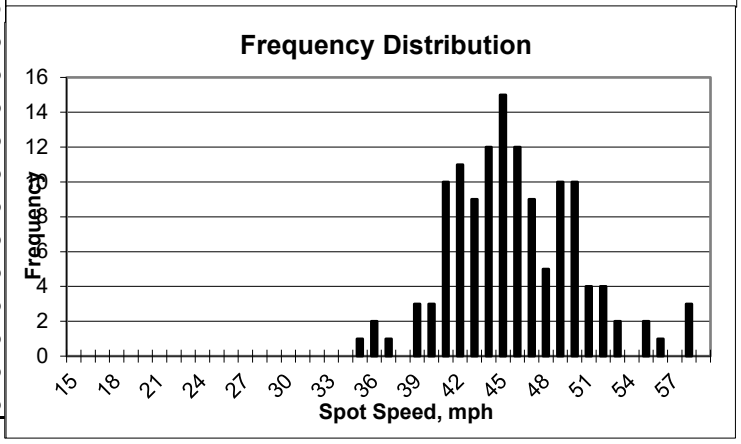
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	1	0.78%	0.78%
36	2	1.55%	2.33%
37	1	0.78%	3.10%
38	0	0.00%	3.10%
39	3	2.33%	5.43%
40	3	2.33%	7.75%
41	10	7.75%	15.50%
42	11	8.53%	24.03%
43	9	6.98%	31.01%
44	12	9.30%	40.31%
45	15	11.63%	51.94%
46	12	9.30%	61.24%
47	9	6.98%	68.22%
48	5	3.88%	72.09%
49	10	7.75%	79.84%
50	10	7.75%	87.60%
51	4	3.10%	90.70%
52	4	3.10%	93.80%
53	2	1.55%	95.35%
54	0	0.00%	95.35%
55	2	1.55%	96.90%
56	1	0.78%	97.67%
57	0	0.00%	97.67%
58	3	2.33%	100.00%
59	0	0.00%	100.00%
Total:	129	100%	

DATA ANALYSIS:

Mean Speed:	46
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	45
85th Percentile:	50
97th Percentile:	56
10 Mile Pace:	41 to 50
% of Samples in 10-Mile Pace:	79.84%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 124

Street:	Rose Ave			**From/To:**	Fifth St / Wooley Rd		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	1:40-2:00PM	0	0
Location of survey:	at Mountain View Ave						

SPEED DATA						
50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 nph**
10 mph Pace Speed (mph)	37	**To**	46		**Justification**	
Percentage of Vehicles in Pace	70%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	4
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.23
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	32227
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2610
Vertical/Horizontal Alignment	Vertical (Mountain View/5th)
Road Width	73'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	C&G&SW on W/S only
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial /Fam Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rose Ave
Location: at Mountain View Ave
Between: Fifth St / Wooley Rd

Ref. # 124

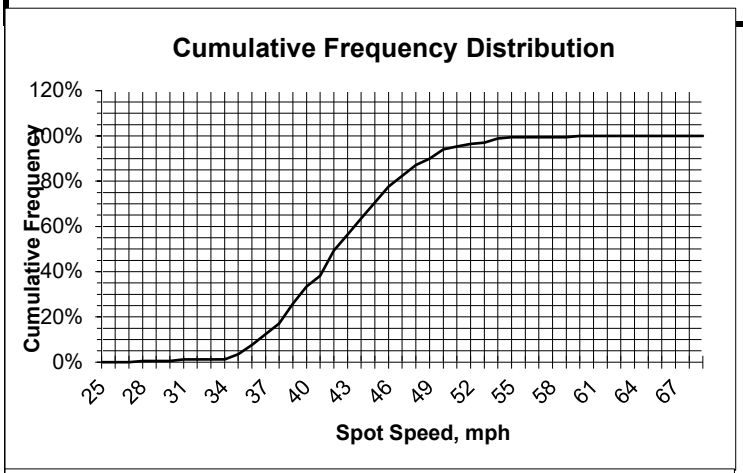
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 1:40-2:00PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

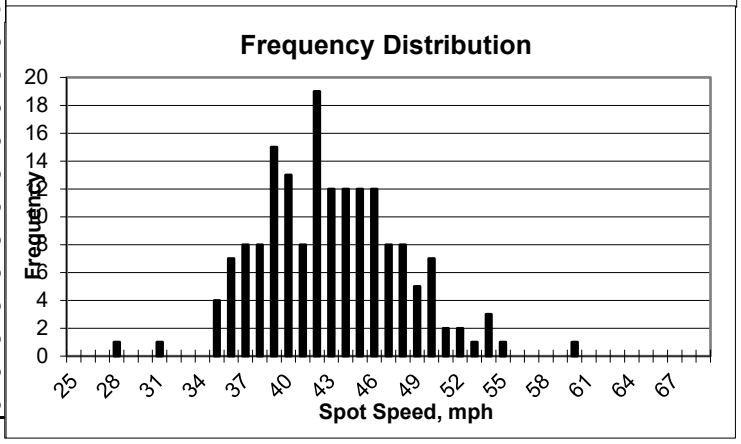
Speed	Frequency	Percent	Cumulative Percent
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	0.59%	0.59%
29	0	0.00%	0.59%
30	0	0.00%	0.59%
31	1	0.59%	1.18%
32	0	0.00%	1.18%
33	0	0.00%	1.18%
34	0	0.00%	1.18%
35	4	2.35%	3.53%
36	7	4.12%	7.65%
37	8	4.71%	12.35%
38	8	4.71%	17.06%
39	15	8.82%	25.88%
40	13	7.65%	33.53%
41	8	4.71%	38.24%
42	19	11.18%	49.41%
43	12	7.06%	56.47%
44	12	7.06%	63.53%
45	12	7.06%	70.59%
46	12	7.06%	77.65%
47	8	4.71%	82.35%
48	8	4.71%	87.06%
49	5	2.94%	90.00%
50	7	4.12%	94.12%
51	2	1.18%	95.29%
52	2	1.18%	96.47%
53	1	0.59%	97.06%
54	3	1.76%	98.82%
55	1	0.59%	99.41%
56	0	0.00%	99.41%
57	0	0.00%	99.41%
58	0	0.00%	99.41%
59	0	0.00%	99.41%
60	1	0.59%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
65	0	0.00%	100.00%
66	0	0.00%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
Total:	170	100%	

DATA ANALYSIS:

Mean Speed:	43
Standard Deviation:	5
Standard error of the mean:	0.38
50th Percentile:	43
85th Percentile:	48
97th Percentile:	53
10 Mile Pace:	37 to 46
% of Samples in 10-Mile Pace:	70.00%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 125

Street:	Rose Ave			**From/To:**	Fifth St / Camino Del Sol		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	2:05-2:25PM	0	0
Location of survey:	at La Puerta Ave						

SPEED DATA						
50th Percentile Speed (mph)	39				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	43				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	35	**To**	44		**Justification**	
Percentage of Vehicles in Pace	80.8%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	11
No. with Speed violations	4
Predominant type	
Collision Rate (ACC/MVM)	0.42
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS	
Average Daily Traffic	36899
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3405
Vertical/Horizontal Alignment	None
Road Width	90'-85'
Parking Restriction	No parking
No. Lanes and Median	2/SB, 3-2/NB, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class III
Crosswalks/Type	
Adjacent Land use	Industrial /Residential /Park

Comments Del Sol Park signal controlled crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rose Ave
Location: at La Puerta Ave
Between: Fifth St / Camino Del Sol

Ref. # 125

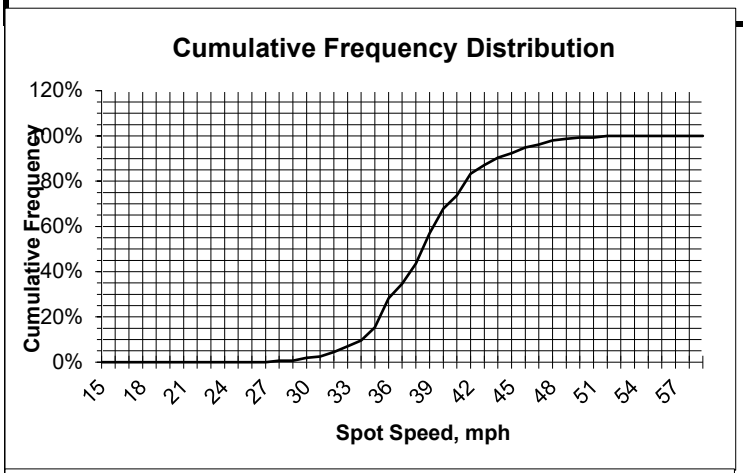
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 2:05-2:25PM
Recorder: EY /AY
Posted Speed: 40 mph
Remarks:

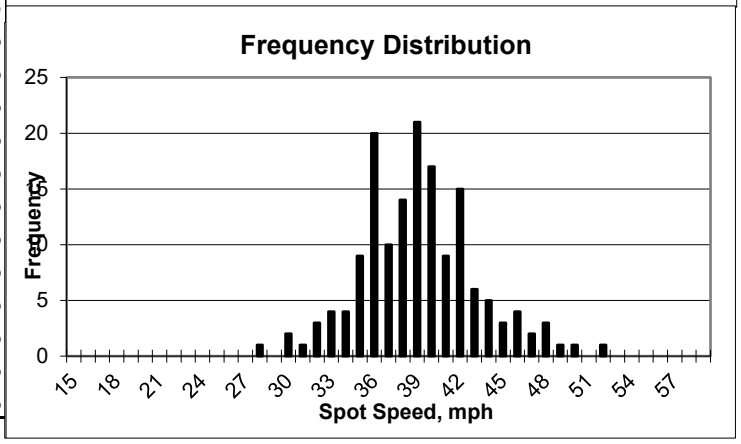
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	0.64%	0.64%
29	0	0.00%	0.64%
30	2	1.28%	1.92%
31	1	0.64%	2.56%
32	3	1.92%	4.49%
33	4	2.56%	7.05%
34	4	2.56%	9.62%
35	9	5.77%	15.38%
36	20	12.82%	28.21%
37	10	6.41%	34.62%
38	14	8.97%	43.59%
39	21	13.46%	57.05%
40	17	10.90%	67.95%
41	9	5.77%	73.72%
42	15	9.62%	83.33%
43	6	3.85%	87.18%
44	5	3.21%	90.38%
45	3	1.92%	92.31%
46	4	2.56%	94.87%
47	2	1.28%	96.15%
48	3	1.92%	98.08%
49	1	0.64%	98.72%
50	1	0.64%	99.36%
51	0	0.00%	99.36%
52	1	0.64%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	156	100%	

DATA ANALYSIS:

Mean Speed:	39
Standard Deviation:	4
Standard error of the mean:	0.32
50th Percentile:	39
85th Percentile:	43
97th Percentile:	48
10 Mile Pace:	35 to 44
% of Samples in 10-Mile Pace:	80.77%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 126

Street:	Rose Ave			**From/To:**	Camino Del Sol / Gonzales Rd		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	2:30-2:45PM	0	0
Location of survey:	500' n/o Cesar Chavez Dr						

SPEED DATA						
50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	77.5%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	29
No. with Speed violations	6
Predominant type	
Collision Rate (ACC/MVM)	0.76
Expected Collision Rate (ACC/MVM)	1.00
TRAFFIC FACTORS	
Average Daily Traffic	39672
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4635
Vertical/Horizontal Alignment	Vertical (Cesar Chavez/McGrath)
Road Width	68'-113'
Parking Restriction	No parking
No. Lanes and Median	2-3/direction, Raised
Improvement (SW, C & G)	C&G&SW on W/S, C&G&SW only at Cesar Chavez/Gonzales
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Farm Land /Hospital /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rose Ave
Location: 500' n/o Cesar Chavez Dr
Between: Camino Del Sol / Gonzales Rd

Ref. # 126

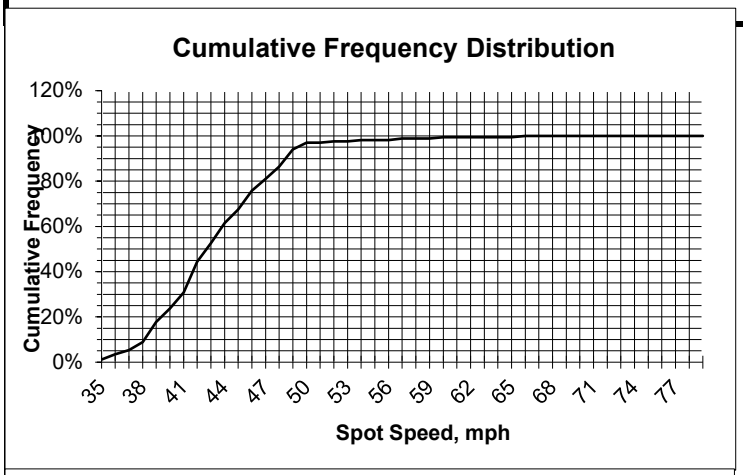
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 2:30-2:45PM
Recorder: EY
Posted Speed: 45 mph
Remarks:

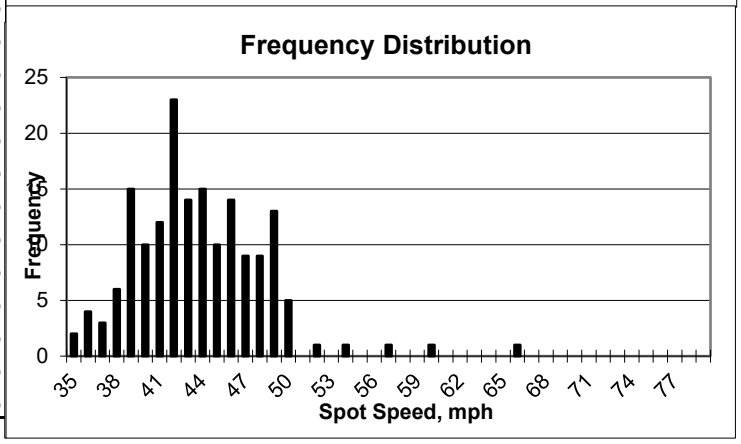
Speed	Frequency	Percent	Cumulative Percent
35	2	1.18%	1.18%
36	4	2.37%	3.55%
37	3	1.78%	5.33%
38	6	3.55%	8.88%
39	15	8.88%	17.75%
40	10	5.92%	23.67%
41	12	7.10%	30.77%
42	23	13.61%	44.38%
43	14	8.28%	52.66%
44	15	8.88%	61.54%
45	10	5.92%	67.46%
46	14	8.28%	75.74%
47	9	5.33%	81.07%
48	9	5.33%	86.39%
49	13	7.69%	94.08%
50	5	2.96%	97.04%
51	0	0.00%	97.04%
52	1	0.59%	97.63%
53	0	0.00%	97.63%
54	1	0.59%	98.22%
55	0	0.00%	98.22%
56	0	0.00%	98.22%
57	1	0.59%	98.82%
58	0	0.00%	98.82%
59	0	0.00%	98.82%
60	1	0.59%	99.41%
61	0	0.00%	99.41%
62	0	0.00%	99.41%
63	0	0.00%	99.41%
64	0	0.00%	99.41%
65	0	0.00%	99.41%
66	1	0.59%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	169	100%	

DATA ANALYSIS:

Mean Speed:	44
Standard Deviation:	4
Standard error of the mean:	0.31
50th Percentile:	43
85th Percentile:	48
97th Percentile:	50
10 Mile Pace:	39 to 48
% of Samples in 10-Mile Pace:	77.51%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 127

Street:	Rose Ave			**From/To:**	Gonzales Rd / Hwy 101		
Survey date:	3/30/2022	**Day:**	Wednesday	**Hours:**	2:50-3:10PM	0	0
Location of survey:	1000 ft E of Lockwood St						

SPEED DATA						
50th Percentile Speed (mph)	37				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	32	**To**	41		**Justification**	
Percentage of Vehicles in Pace	85.0%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	26
No. with Speed violations	5
Predominant type	
Collision Rate (ACC/MVM)	1.34
Expected Collision Rate (ACC/MVM)	1.00
TRAFFIC FACTORS	
Average Daily Traffic	41268
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2275
Vertical/Horizontal Alignment	Vertical (Lockwood /Hwy101)
Road Width	107'-93'
Parking Restriction	No parking
No. Lanes and Median	3/direction, Raised to painted
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rose Ave
Location: 1000 ft E of Lockwood St
Between: Gonzales Rd / Hwy 101

Ref. # 127

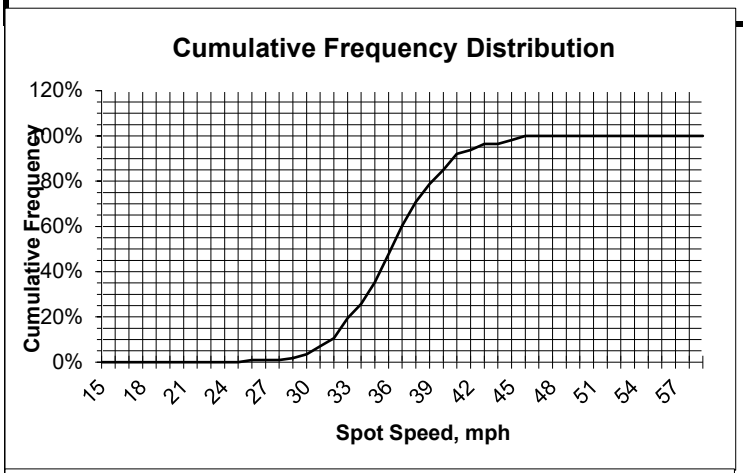
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 2:50-3:10PM
Recorder: EY /AY
Posted Speed: 40 mph
Remarks:

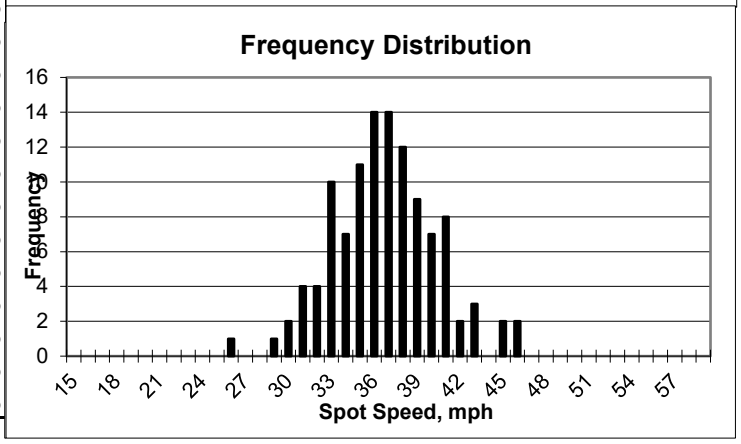
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.88%	0.88%
27	0	0.00%	0.88%
28	0	0.00%	0.88%
29	1	0.88%	1.77%
30	2	1.77%	3.54%
31	4	3.54%	7.08%
32	4	3.54%	10.62%
33	10	8.85%	19.47%
34	7	6.19%	25.66%
35	11	9.73%	35.40%
36	14	12.39%	47.79%
37	14	12.39%	60.18%
38	12	10.62%	70.80%
39	9	7.96%	78.76%
40	7	6.19%	84.96%
41	8	7.08%	92.04%
42	2	1.77%	93.81%
43	3	2.65%	96.46%
44	0	0.00%	96.46%
45	2	1.77%	98.23%
46	2	1.77%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	113	100%	

DATA ANALYSIS:

Mean Speed:	37
Standard Deviation:	4
Standard error of the mean:	0.38
50th Percentile:	37
85th Percentile:	41
97th Percentile:	45
10 Mile Pace:	32 to 41
% of Samples in 10-Mile Pace:	84.96%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 128

Street:	Rose Ave			**From/To:**	Hwy 101 / Collins St		
Survey date:	3/25/2022	**Day:**	Friday	**Hours:**	9:15-9:50AM	0	0
Location of survey:	Near Stroube St						

SPEED DATA						
50th Percentile Speed (mph)	39				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	43				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	81%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	7
No. with Speed violations	6
Predominant type	
Collision Rate (ACC/MVM)	0.63
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS	
Average Daily Traffic	25000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2145
Vertical/Horizontal Alignment	Vertical (Hwy101/Auto Center)
Road Width	80'-68'
Parking Restriction	No parking
No. Lanes and Median	3-2/direction, Raised
Improvement (SW, C & G)	C&G&SW on E/S only
Bicycle lanes/Type	Class II E/S only
Crosswalks/Type	
Adjacent Land use	Industrial /Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Rose Ave
Location: Near Stroube St
Between: Hwy 101 / Collins St

Ref. # 128

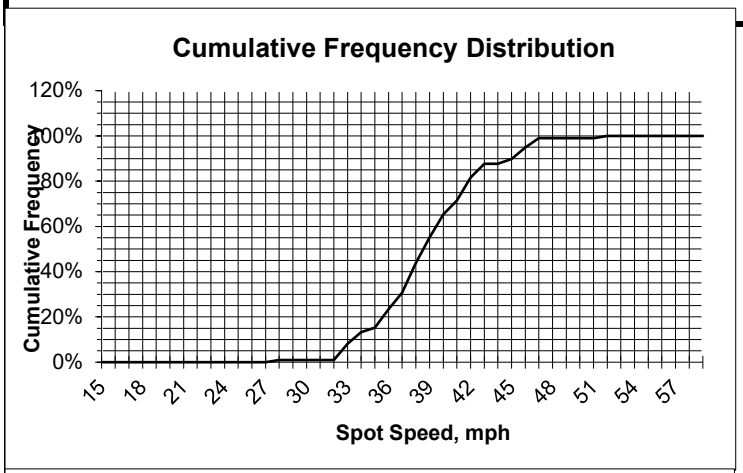
Date: 3/25/2022 **Day:** Friday
Weather: Clear
Hours: 9:15-9:50AM
Recorder: EY
Posted Speed: 40 mph
Remarks:

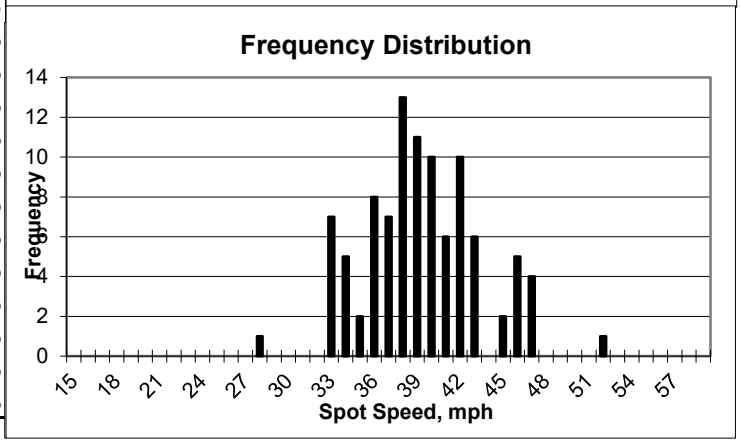
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	1.02%	1.02%
29	0	0.00%	1.02%
30	0	0.00%	1.02%
31	0	0.00%	1.02%
32	0	0.00%	1.02%
33	7	7.14%	8.16%
34	5	5.10%	13.27%
35	2	2.04%	15.31%
36	8	8.16%	23.47%
37	7	7.14%	30.61%
38	13	13.27%	43.88%
39	11	11.22%	55.10%
40	10	10.20%	65.31%
41	6	6.12%	71.43%
42	10	10.20%	81.63%
43	6	6.12%	87.76%
44	0	0.00%	87.76%
45	2	2.04%	89.80%
46	5	5.10%	94.90%
47	4	4.08%	98.98%
48	0	0.00%	98.98%
49	0	0.00%	98.98%
50	0	0.00%	98.98%
51	0	0.00%	98.98%
52	1	1.02%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	98	100%	

DATA ANALYSIS:

Mean Speed:	39
Standard Deviation:	4
Standard error of the mean:	0.4
50th Percentile:	39
85th Percentile:	43
97th Percentile:	47
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	80.61%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 129

Street:	Saviers Rd			**From/To:**	Hueneme Rd / Pleasant Valley Rd		
Survey date:	3/14/2022	**Day:**	Monday	**Hours:**	2:55-3:25PM	0	0
Location of survey:	at Clara St						

SPEED DATA

50th Percentile Speed (mph)	41				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	45				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	36	**To**	45		**Justification**	
Percentage of Vehicles in Pace	76.6%					**CVD 22358.8 (a), keep existing speed limit**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.49
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS

Average Daily Traffic	11189
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	2645
Vertical/Horizontal Alignment	None
Road Width	83'
Parking Restriction	None
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Saviers Rd
Location: at Clara St
Between: Hueneme Rd / Pleasant Valley Rd

Ref. # 129

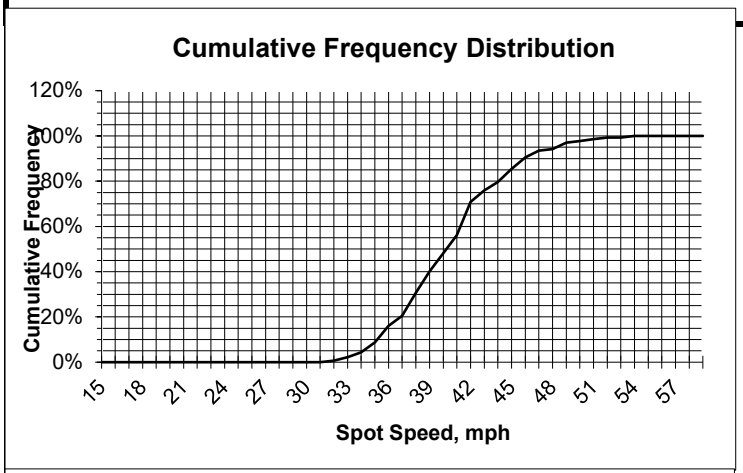
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 2:55-3:25PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

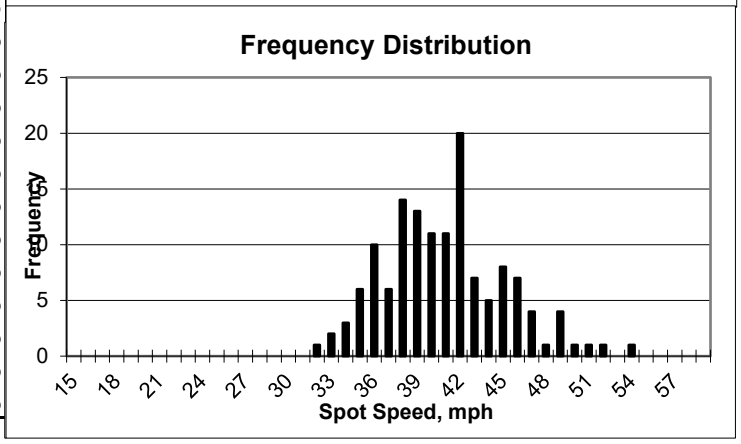
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	1	0.73%	0.73%
33	2	1.46%	2.19%
34	3	2.19%	4.38%
35	6	4.38%	8.76%
36	10	7.30%	16.06%
37	6	4.38%	20.44%
38	14	10.22%	30.66%
39	13	9.49%	40.15%
40	11	8.03%	48.18%
41	11	8.03%	56.20%
42	20	14.60%	70.80%
43	7	5.11%	75.91%
44	5	3.65%	79.56%
45	8	5.84%	85.40%
46	7	5.11%	90.51%
47	4	2.92%	93.43%
48	1	0.73%	94.16%
49	4	2.92%	97.08%
50	1	0.73%	97.81%
51	1	0.73%	98.54%
52	1	0.73%	99.27%
53	0	0.00%	99.27%
54	1	0.73%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	137	100%	

DATA ANALYSIS:

Mean Speed:	41
Standard Deviation:	4
Standard error of the mean:	0.34
50th Percentile:	41
85th Percentile:	45
97th Percentile:	49
10 Mile Pace:	36 to 45
% of Samples in 10-Mile Pace:	76.64%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 130

Street:	Saviers Rd			**From/To:**	Pleasant Valley Rd / Bard Rd		
Survey date:	3/14/2022	**Day:**	Monday	**Hours:**	3:30-4:00PM	0	0
Location of survey:	at Dollie St						

SPEED DATA						
50th Percentile Speed (mph)	39				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	43				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	35	**To**	44		**Justification**	
Percentage of Vehicles in Pace	85%					**CVC 22358.6, high collision rate**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	13
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	2.44
Expected Collision Rate (ACC/MVM)	1.00
TRAFFIC FACTORS	
Average Daily Traffic	11189
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2295
Vertical/Horizontal Alignment	None
Road Width	87'
Parking Restriction	Yes
No. Lanes and Median	2/SB, 2-3/NB, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II, Class 1 N of Dollie
Crosswalks/Type	
Adjacent Land use	Residential

Comments RRFB controlled crosswalk on Dollie

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Saviers Rd
Location: at Dollie St
Between: Pleasant Valley Rd / Bard Rd

Ref. # 130

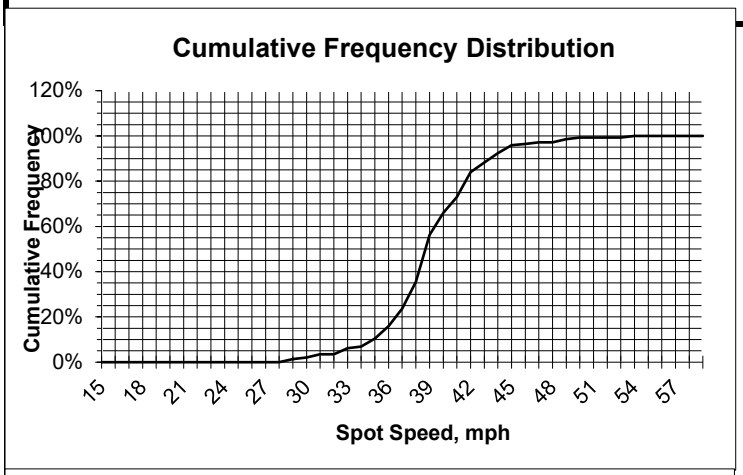
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 3:30-4:00PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

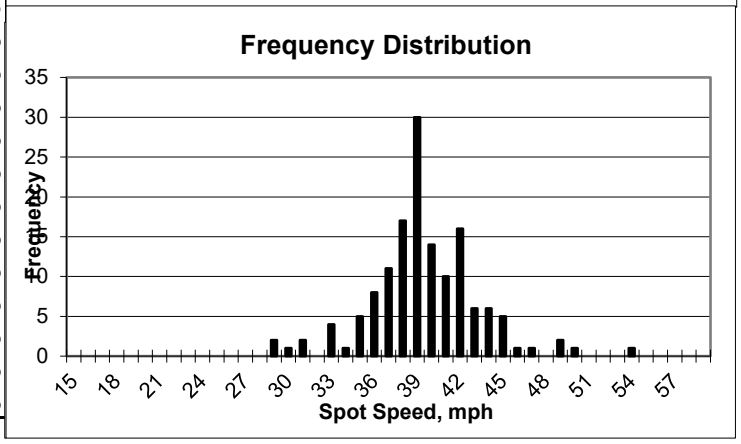
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	2	1.39%	1.39%
30	1	0.69%	2.08%
31	2	1.39%	3.47%
32	0	0.00%	3.47%
33	4	2.78%	6.25%
34	1	0.69%	6.94%
35	5	3.47%	10.42%
36	8	5.56%	15.97%
37	11	7.64%	23.61%
38	17	11.81%	35.42%
39	30	20.83%	56.25%
40	14	9.72%	65.97%
41	10	6.94%	72.92%
42	16	11.11%	84.03%
43	6	4.17%	88.19%
44	6	4.17%	92.36%
45	5	3.47%	95.83%
46	1	0.69%	96.53%
47	1	0.69%	97.22%
48	0	0.00%	97.22%
49	2	1.39%	98.61%
50	1	0.69%	99.31%
51	0	0.00%	99.31%
52	0	0.00%	99.31%
53	0	0.00%	99.31%
54	1	0.69%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	144	100%	

DATA ANALYSIS:

Mean Speed:	39
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	39
85th Percentile:	43
97th Percentile:	47
10 Mile Pace:	35 to 44
% of Samples in 10-Mile Pace:	85.42%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 131

Street:	Saviers Rd			**From/To:**	Bard Rd / Channel Islands Blvd		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	2:45-3:05PM	0	0
Location of survey:	at Yucca St						

SPEED DATA						
50th Percentile Speed (mph)	38				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**40 noh**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	91.0%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	23
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.89
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS	
Average Daily Traffic	27617
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4535
Vertical/Horizontal Alignment	None
Road Width	87'
Parking Restriction	No parking
No. Lanes and Median	3/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class I
Crosswalks/Type	
Adjacent Land use	Residential /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Saviers Rd
Location: at Yucca St
Between: Bard Rd / Channel Islands Blvd

Ref. # 131

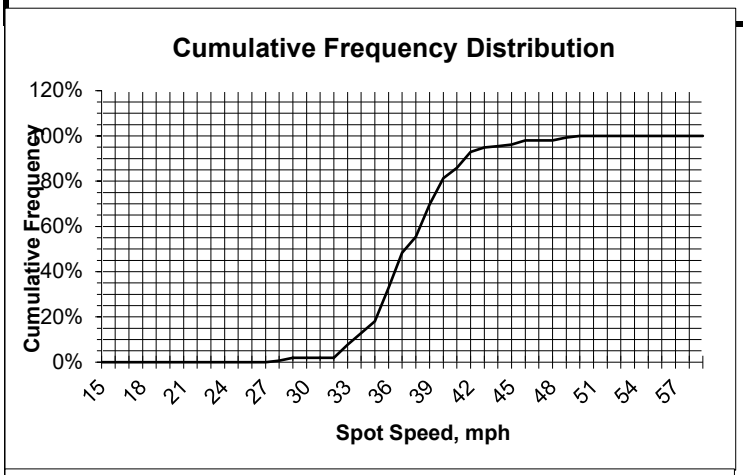
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 2:45-3:05PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

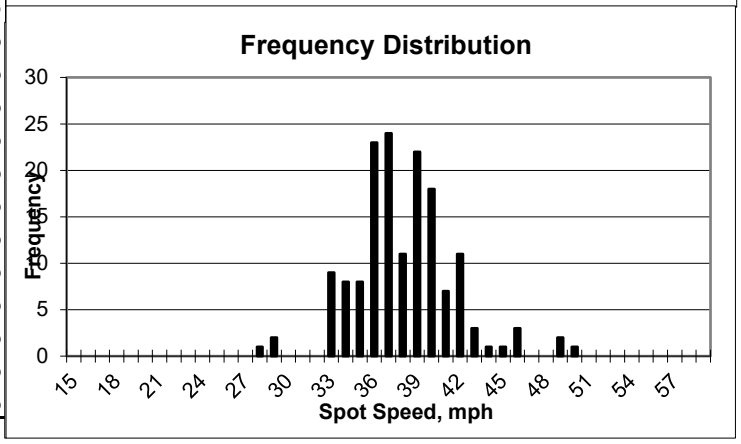
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	0.65%	0.65%
29	2	1.29%	1.94%
30	0	0.00%	1.94%
31	0	0.00%	1.94%
32	0	0.00%	1.94%
33	9	5.81%	7.74%
34	8	5.16%	12.90%
35	8	5.16%	18.06%
36	23	14.84%	32.90%
37	24	15.48%	48.39%
38	11	7.10%	55.48%
39	22	14.19%	69.68%
40	18	11.61%	81.29%
41	7	4.52%	85.81%
42	11	7.10%	92.90%
43	3	1.94%	94.84%
44	1	0.65%	95.48%
45	1	0.65%	96.13%
46	3	1.94%	98.06%
47	0	0.00%	98.06%
48	0	0.00%	98.06%
49	2	1.29%	99.35%
50	1	0.65%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	155	100%	

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	3
Standard error of the mean:	0.24
50th Percentile:	38
85th Percentile:	41
97th Percentile:	46
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	90.97%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 132

Street:	Saviers Rd			**From/To:**	Channel Islands Blvd / Elm St		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	2:25-2:40PM	0	0
Location of survey:	at Laurel Rd						

SPEED DATA						
50th Percentile Speed (mph)	38				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	42				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	81.8%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	24
No. with Speed violations	4
Predominant type	
Collision Rate (ACC/MVM)	1.33
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS	
Average Daily Traffic	25545
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3405
Vertical/Horizontal Alignment	None
Road Width	83'
Parking Restriction	No parking
No. Lanes and Median	3/SB, 3-2/NB, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class I
Crosswalks/Type	
Adjacent Land use	Residential /Commercial /High School

Comments Santa Clara high School signal controlled crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Saviers Rd
Location: at Laurel Rd
Between: Channel Islands Blvd / Elm St

Ref. # 132

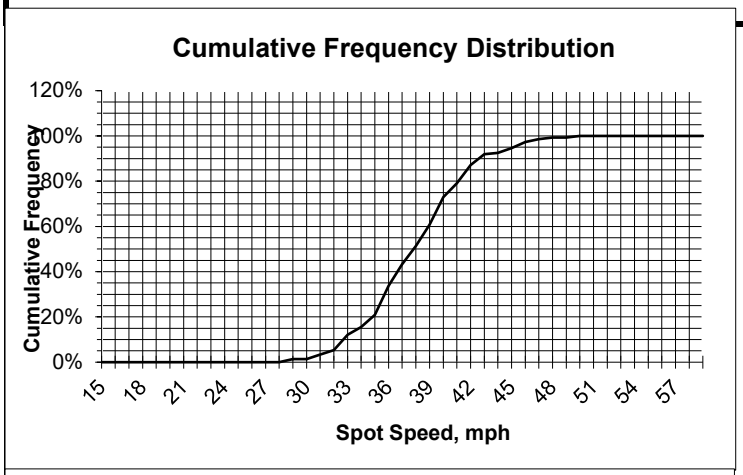
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 2:25-2:40PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

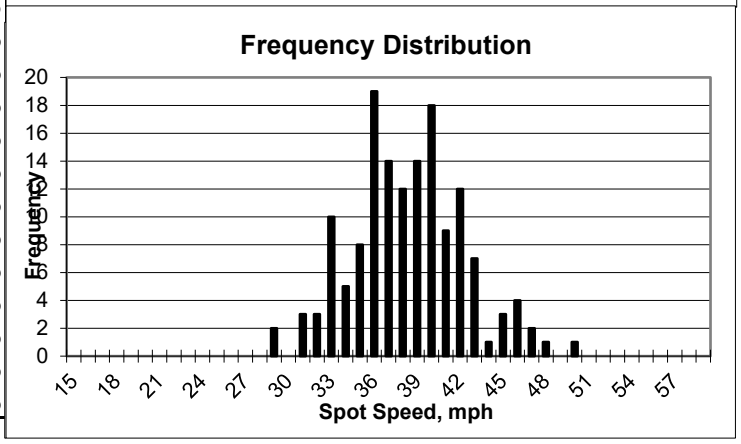
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	2	1.35%	1.35%
30	0	0.00%	1.35%
31	3	2.03%	3.38%
32	3	2.03%	5.41%
33	10	6.76%	12.16%
34	5	3.38%	15.54%
35	8	5.41%	20.95%
36	19	12.84%	33.78%
37	14	9.46%	43.24%
38	12	8.11%	51.35%
39	14	9.46%	60.81%
40	18	12.16%	72.97%
41	9	6.08%	79.05%
42	12	8.11%	87.16%
43	7	4.73%	91.89%
44	1	0.68%	92.57%
45	3	2.03%	94.59%
46	4	2.70%	97.30%
47	2	1.35%	98.65%
48	1	0.68%	99.32%
49	0	0.00%	99.32%
50	1	0.68%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	148	100%	

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	38
85th Percentile:	42
97th Percentile:	46
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	81.76%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 133

Street:	Saviers Rd			**From/To:**	Elm St / Wooley Rd		
Survey date:	3/14/2022	**Day:**	Monday	**Hours:**	2:30-2:50PM	0	0
Location of survey:	200 ft S of Birch St						

SPEED DATA						
50th Percentile Speed (mph)	39				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	43				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	35	**To**	44		**Justification**	
Percentage of Vehicles in Pace	83.1%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	8
No. with Speed violations	4
Predominant type	
Collision Rate (ACC/MVM)	0.57
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS	
Average Daily Traffic	25545
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2635
Vertical/Horizontal Alignment	None
Road Width	83'
Parking Restriction	No parking W/S, Yes E/S
No. Lanes and Median	3/SB, 2/NB, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class I SB, Class II NB
Crosswalks/Type	
Adjacent Land use	Residential /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Saviers Rd
Location: 200 ft S of Birch St
Between: Elm St / Wooley Rd

Ref. # 133

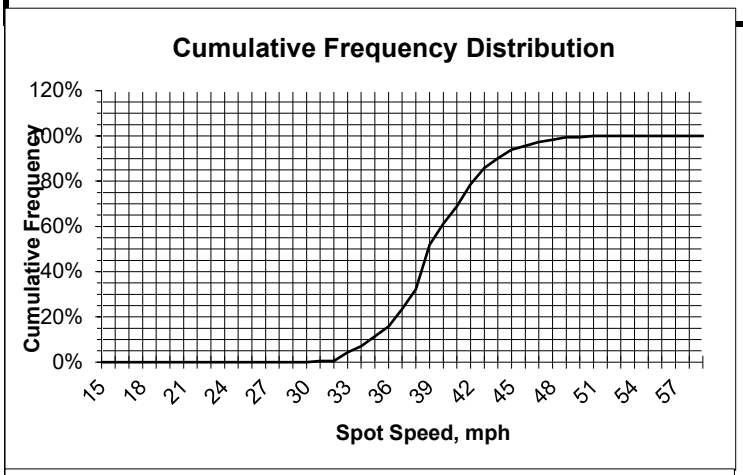
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 2:30-2:50PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

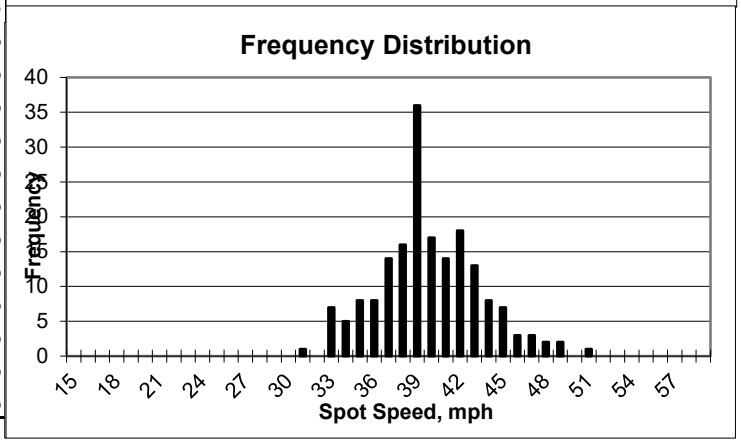
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	1	0.55%	0.55%
32	0	0.00%	0.55%
33	7	3.83%	4.37%
34	5	2.73%	7.10%
35	8	4.37%	11.48%
36	8	4.37%	15.85%
37	14	7.65%	23.50%
38	16	8.74%	32.24%
39	36	19.67%	51.91%
40	17	9.29%	61.20%
41	14	7.65%	68.85%
42	18	9.84%	78.69%
43	13	7.10%	85.79%
44	8	4.37%	90.16%
45	7	3.83%	93.99%
46	3	1.64%	95.63%
47	3	1.64%	97.27%
48	2	1.09%	98.36%
49	2	1.09%	99.45%
50	0	0.00%	99.45%
51	1	0.55%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	183	100%	

DATA ANALYSIS:

Mean Speed:	40
Standard Deviation:	4
Standard error of the mean:	0.3
50th Percentile:	39
85th Percentile:	43
97th Percentile:	47
10 Mile Pace:	35 to 44
% of Samples in 10-Mile Pace:	83.06%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 134

Street:	Second St			**From/To:**	H St / Ventura Rd		
Survey date:	3/14/2022	**Day:**	Monday	**Hours:**	12:20-12:50P	0	0
Location of survey:	200 ft at K Street						

SPEED DATA						
50th Percentile Speed (mph)	34				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	38				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	29	**To**	38		**Justification**	
Percentage of Vehicles in Pace	88.2%					**CVC 22358.6, high collision rate**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.89
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal /Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2175
Vertical/Horizontal Alignment	Horizontal (Ventura /K St)
Road Width	75'-50'
Parking Restriction	No parking
No. Lanes and Median	1/direction, Raised, TWLT, Painted
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential /Commercial/ Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Second St
Location: 200 ft at K Street
Between: H St / Ventura Rd

Ref. # 134

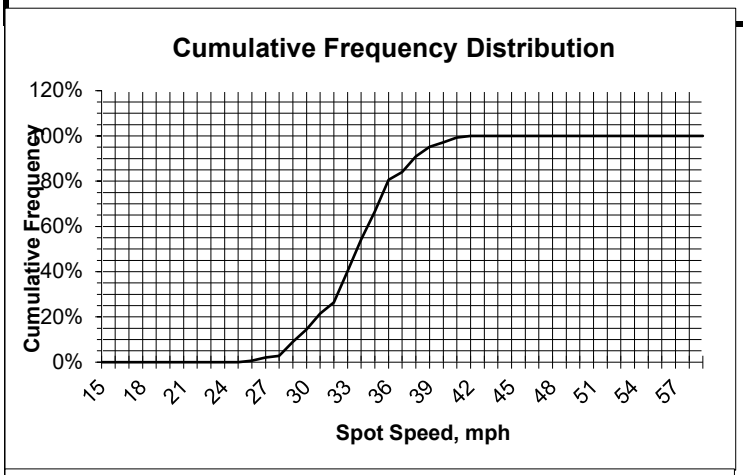
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 12:20-12:50P
Recorder: EY
Posted Speed: 35 mph
Remarks:

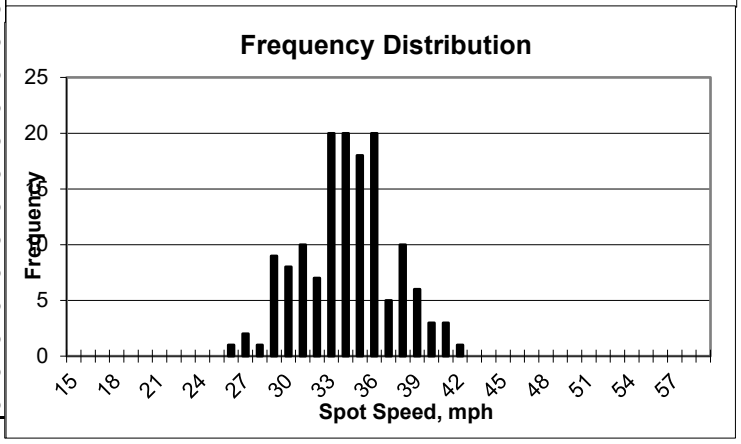
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.69%	0.69%
27	2	1.39%	2.08%
28	1	0.69%	2.78%
29	9	6.25%	9.03%
30	8	5.56%	14.58%
31	10	6.94%	21.53%
32	7	4.86%	26.39%
33	20	13.89%	40.28%
34	20	13.89%	54.17%
35	18	12.50%	66.67%
36	20	13.89%	80.56%
37	5	3.47%	84.03%
38	10	6.94%	90.97%
39	6	4.17%	95.14%
40	3	2.08%	97.22%
41	3	2.08%	99.31%
42	1	0.69%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	144	100%	

DATA ANALYSIS:

Mean Speed:	34
Standard Deviation:	3
Standard error of the mean:	0.25
50th Percentile:	34
85th Percentile:	38
97th Percentile:	40
10 Mile Pace:	29 to 38
% of Samples in 10-Mile Pace:	88.19%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 135

Street:	Statham Blvd			**From/To:**	Channel Islands Blvd / Oxnard Blvd		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	2:00-2:20PM	0	0
Location of survey:	700 ft N of Channel Islands Blvd						

SPEED DATA

50th Percentile Speed (mph)	36				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	40				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	76.9%					**85th percentile speed**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS

Average Daily Traffic	5000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	2425
Vertical/Horizontal Alignment	Horizontal (Sunkist /Oxnard)
Road Width	40'
Parking Restriction	No parking
No. Lanes and Median	1/direction
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Statham Blvd
Location: 700 ft N of Channel Islands Blvd
Between: Channel Islands Blvd / Oxnard Blvd

Ref. # 135

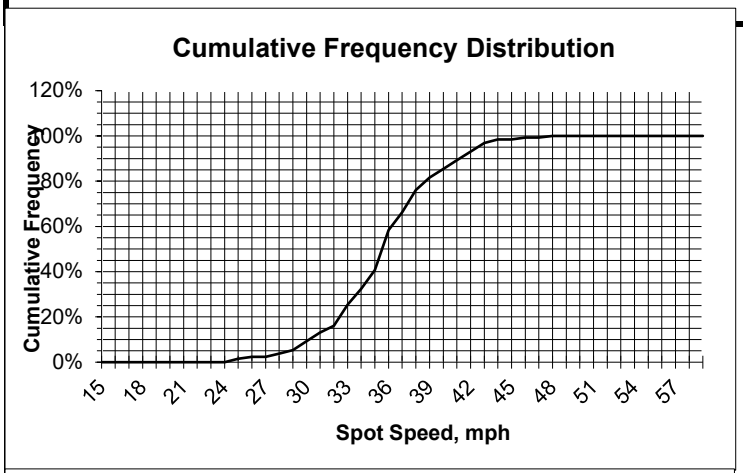
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 2:00-2:20PM
Recorder: EY/AY
Posted Speed: 40 mph
Remarks:

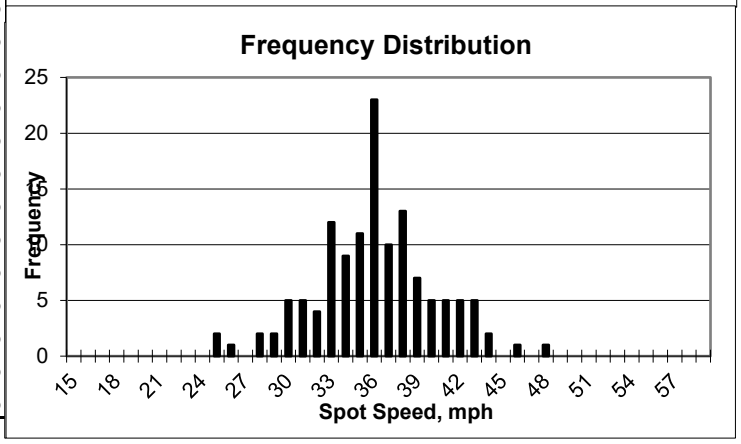
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	2	1.54%	1.54%
26	1	0.77%	2.31%
27	0	0.00%	2.31%
28	2	1.54%	3.85%
29	2	1.54%	5.38%
30	5	3.85%	9.23%
31	5	3.85%	13.08%
32	4	3.08%	16.15%
33	12	9.23%	25.38%
34	9	6.92%	32.31%
35	11	8.46%	40.77%
36	23	17.69%	58.46%
37	10	7.69%	66.15%
38	13	10.00%	76.15%
39	7	5.38%	81.54%
40	5	3.85%	85.38%
41	5	3.85%	89.23%
42	5	3.85%	93.08%
43	5	3.85%	96.92%
44	2	1.54%	98.46%
45	0	0.00%	98.46%
46	1	0.77%	99.23%
47	0	0.00%	99.23%
48	1	0.77%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	130	100%	

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	36
85th Percentile:	40
97th Percentile:	44
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	76.92%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 136

Street:	Sturgis Rd			**From/To:**	Lombard St / Elevard St		
Survey date:	4/19/2022	**Day:**	Tuesday	**Hours:**	10:40-11:10AM	0	0
Location of survey:	E of Rice Ave						

SPEED DATA						
50th Percentile Speed (mph)	40				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	45				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	36	**To**	45		**Justification**	**CVC 22358.8 (a), railroad crossing, keep**
Percentage of Vehicles in Pace	78.5%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.42
Expected Collision Rate (ACC/MVM)	1.17
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Stop sign
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3295
Vertical/Horizontal Alignment	Horizontal (Candelaria /Rice)
Road Width	49'-63'
Parking Restriction	No parking
No. Lanes and Median	1-2/direction, TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial

Comments Traffic signal on Rice Ave

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Sturgis Rd
Location: E of Rice Ave
Between: Lombard St / Elevard St

Ref. # 136

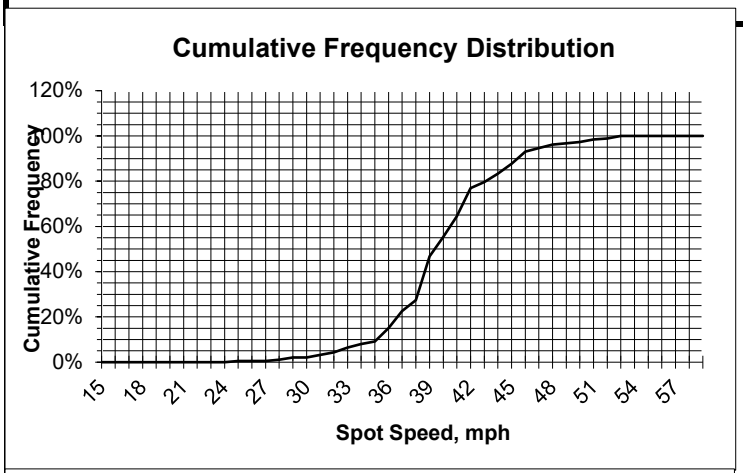
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:40-11:10AM
Recorder: EY
Posted Speed: 40 mph
Remarks:

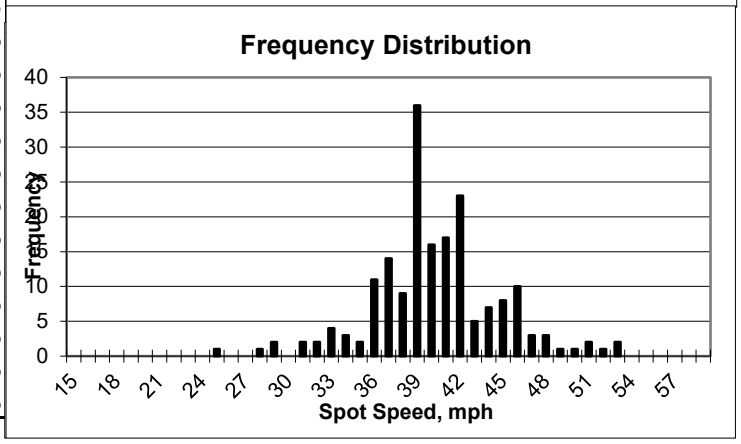
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.54%	0.54%
26	0	0.00%	0.54%
27	0	0.00%	0.54%
28	1	0.54%	1.08%
29	2	1.08%	2.15%
30	0	0.00%	2.15%
31	2	1.08%	3.23%
32	2	1.08%	4.30%
33	4	2.15%	6.45%
34	3	1.61%	8.06%
35	2	1.08%	9.14%
36	11	5.91%	15.05%
37	14	7.53%	22.58%
38	9	4.84%	27.42%
39	36	19.35%	46.77%
40	16	8.60%	55.38%
41	17	9.14%	64.52%
42	23	12.37%	76.88%
43	5	2.69%	79.57%
44	7	3.76%	83.33%
45	8	4.30%	87.63%
46	10	5.38%	93.01%
47	3	1.61%	94.62%
48	3	1.61%	96.24%
49	1	0.54%	96.77%
50	1	0.54%	97.31%
51	2	1.08%	98.39%
52	1	0.54%	98.92%
53	2	1.08%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	186	100%	

DATA ANALYSIS:

Mean Speed:	40
Standard Deviation:	4
Standard error of the mean:	0.29
50th Percentile:	40
85th Percentile:	45
97th Percentile:	50
10 Mile Pace:	36 to 45
% of Samples in 10-Mile Pace:	78.49%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 137

Street:	Sturgis Rd			**From/To:**	Elevard St / Del Norte Bl		
Survey date:	4/19/2022	**Day:**	Tuesday	**Hours:**	11:15-11:45AM	0	0
Location of survey:	W of Kinetic Dr						

SPEED DATA						
50th Percentile Speed (mph)	41				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	45				**Proposed Speed Zone**	
10 mph Pace Speed (mph)	36	**To**	45		**Justification**	**CVC 22358.8 (a), railroad crossing, keep**
Percentage of Vehicles in Pace	75.2%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3265
Vertical/Horizontal Alignment	None
Road Width	63'
Parking Restriction	No parking
No. Lanes and Median	2/direction, TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial
Comments	RR crossing between Kinetic /Del Norte

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Sturgis Rd
Location: W of Kinetic Dr
Between: Elevard St / Del Norte Bl

Ref. # 137

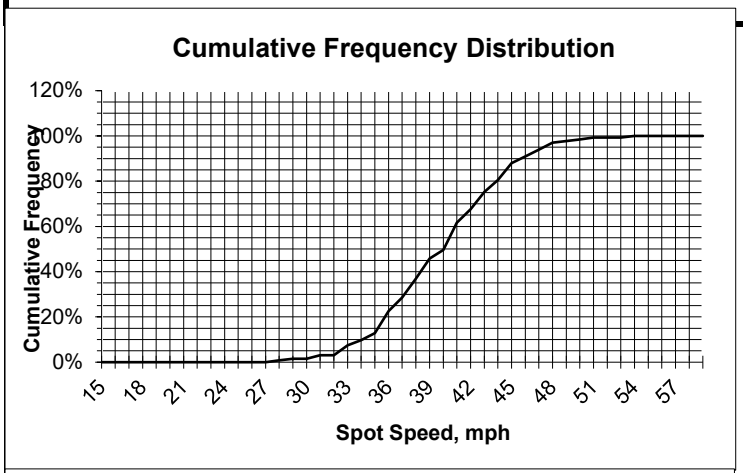
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:15-11:45AM
Recorder: EY
Posted Speed: 40 mph
Remarks:

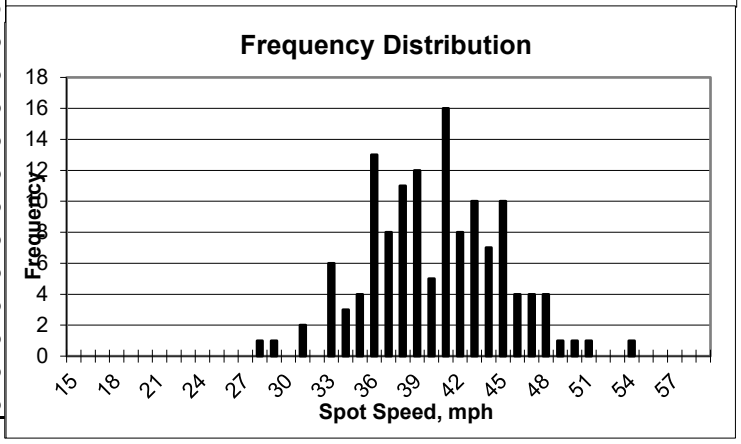
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	0.75%	0.75%
29	1	0.75%	1.50%
30	0	0.00%	1.50%
31	2	1.50%	3.01%
32	0	0.00%	3.01%
33	6	4.51%	7.52%
34	3	2.26%	9.77%
35	4	3.01%	12.78%
36	13	9.77%	22.56%
37	8	6.02%	28.57%
38	11	8.27%	36.84%
39	12	9.02%	45.86%
40	5	3.76%	49.62%
41	16	12.03%	61.65%
42	8	6.02%	67.67%
43	10	7.52%	75.19%
44	7	5.26%	80.45%
45	10	7.52%	87.97%
46	4	3.01%	90.98%
47	4	3.01%	93.98%
48	4	3.01%	96.99%
49	1	0.75%	97.74%
50	1	0.75%	98.50%
51	1	0.75%	99.25%
52	0	0.00%	99.25%
53	0	0.00%	99.25%
54	1	0.75%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	133	100%	

DATA ANALYSIS:

Mean Speed:	40
Standard Deviation:	5
Standard error of the mean:	0.43
50th Percentile:	41
85th Percentile:	45
97th Percentile:	49
10 Mile Pace:	36 to 45
% of Samples in 10-Mile Pace:	75.19%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 138

Street:	Teal Club Rd			**From/To:**	Victoria Ave / Patterson Rd		
Survey date:	4/26/2022	**Day:**	Tuesday	**Hours:**	10:15-11:15AM	0	0
Location of survey:	1700' e/o Victoria Blvd						

SPEED DATA

50th Percentile Speed (mph)	43				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	49				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	38	**To**	47		**Justification**	**CVC 22358.8 (a), no shoulder/open ditch, keep existing speed limit**
Percentage of Vehicles in Pace	62.5%					

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.24
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS

Average Daily Traffic	5000
Traffic Control Type	Stop sign

ROADWAY CHARACTERISTICS

Segment Length (Feet)	3955
Vertical/Horizontal Alignment	None
Road Width	23'
Parking Restriction	None
No. Lanes and Median	1/direction
Improvement (SW, C & G)	None
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Teal Club Rd
Location: 1700' e/o Victoria Blvd
Between: Victoria Ave / Patterson Rd

Ref. # 138

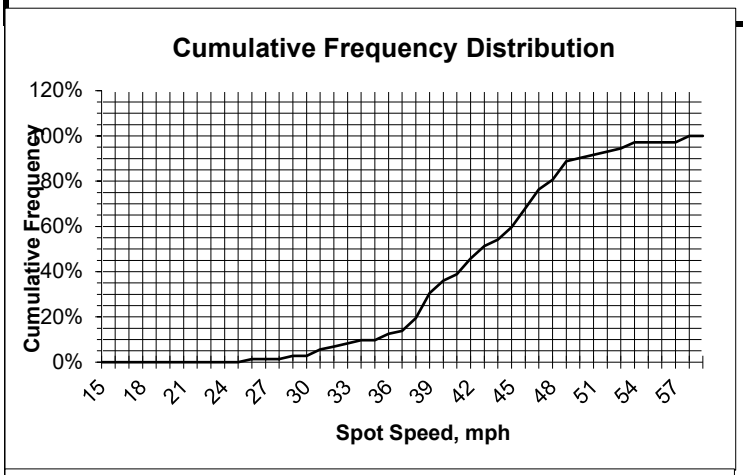
Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:15-11:15AM
Recorder: EY
Posted Speed: 35 mph
Remarks:

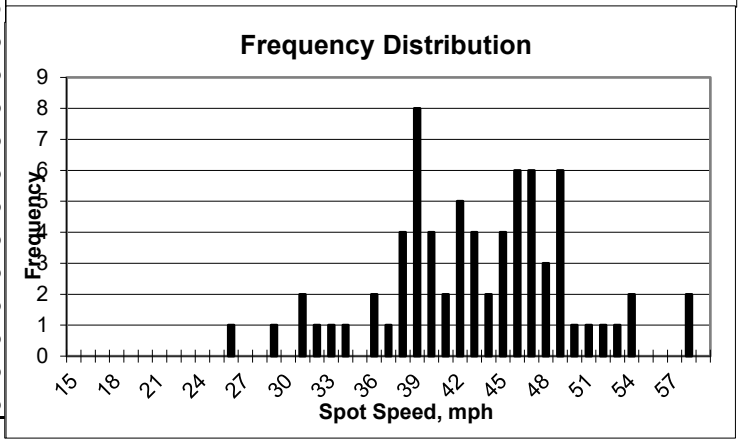
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	1.39%	1.39%
27	0	0.00%	1.39%
28	0	0.00%	1.39%
29	1	1.39%	2.78%
30	0	0.00%	2.78%
31	2	2.78%	5.56%
32	1	1.39%	6.94%
33	1	1.39%	8.33%
34	1	1.39%	9.72%
35	0	0.00%	9.72%
36	2	2.78%	12.50%
37	1	1.39%	13.89%
38	4	5.56%	19.44%
39	8	11.11%	30.56%
40	4	5.56%	36.11%
41	2	2.78%	38.89%
42	5	6.94%	45.83%
43	4	5.56%	51.39%
44	2	2.78%	54.17%
45	4	5.56%	59.72%
46	6	8.33%	68.06%
47	6	8.33%	76.39%
48	3	4.17%	80.56%
49	6	8.33%	88.89%
50	1	1.39%	90.28%
51	1	1.39%	91.67%
52	1	1.39%	93.06%
53	1	1.39%	94.44%
54	2	2.78%	97.22%
55	0	0.00%	97.22%
56	0	0.00%	97.22%
57	0	0.00%	97.22%
58	2	2.78%	100.00%
59	0	0.00%	100.00%
Total:	72	100%	

DATA ANALYSIS:

Mean Speed:	43
Standard Deviation:	6
Standard error of the mean:	0.71
50th Percentile:	43
85th Percentile:	49
97th Percentile:	54
10 Mile Pace:	38 to 47
% of Samples in 10-Mile Pace:	62.50%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 139

Street:	Teal Club Rd			**From/To:**	Patterson Rd / Ventura Rd		
Survey date:	5/3/2022	**Day:**	Tuesday	**Hours:**	3:00-3:35PM	0	0
Location of survey:	1000 ft W of Ventura Rd						

SPEED DATA						
50th Percentile Speed (mph)	39				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	**CVC 22358.8 (a), no shoulder/open ditch, keep existing speed limit**
Percentage of Vehicles in Pace	56.3%					

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.73
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3975
Vertical/Horizontal Alignment	None
Road Width	23'
Parking Restriction	None
No. Lanes and Median	1/direction
Improvement (SW, C & G)	None
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Farm Land /Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Teal Club Rd
Location: 1000 ft W of Ventura Rd
Between: Patterson Rd / Ventura Rd

Ref. # 139

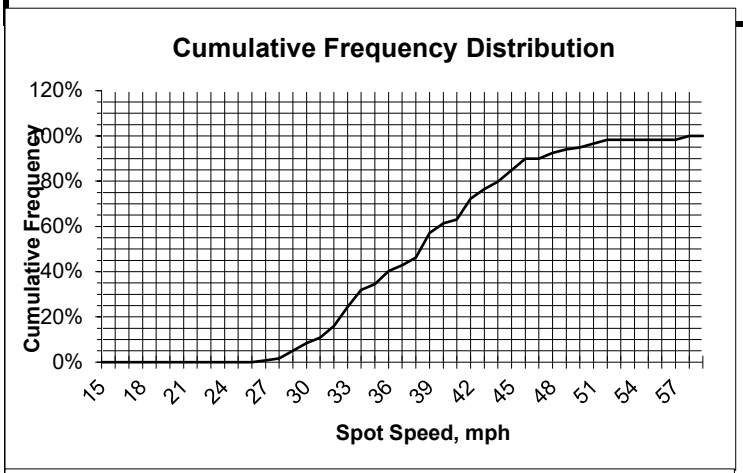
Date: 5/3/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:00-3:35PM
Recorder: AY
Posted Speed: 35 mph
Remarks:

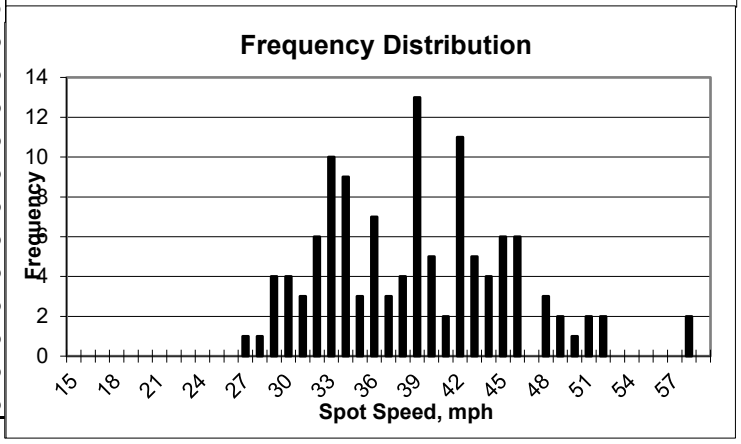
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	1	0.84%	0.84%
28	1	0.84%	1.68%
29	4	3.36%	5.04%
30	4	3.36%	8.40%
31	3	2.52%	10.92%
32	6	5.04%	15.97%
33	10	8.40%	24.37%
34	9	7.56%	31.93%
35	3	2.52%	34.45%
36	7	5.88%	40.34%
37	3	2.52%	42.86%
38	4	3.36%	46.22%
39	13	10.92%	57.14%
40	5	4.20%	61.34%
41	2	1.68%	63.03%
42	11	9.24%	72.27%
43	5	4.20%	76.47%
44	4	3.36%	79.83%
45	6	5.04%	84.87%
46	6	5.04%	89.92%
47	0	0.00%	89.92%
48	3	2.52%	92.44%
49	2	1.68%	94.12%
50	1	0.84%	94.96%
51	2	1.68%	96.64%
52	2	1.68%	98.32%
53	0	0.00%	98.32%
54	0	0.00%	98.32%
55	0	0.00%	98.32%
56	0	0.00%	98.32%
57	0	0.00%	98.32%
58	2	1.68%	100.00%
59	0	0.00%	100.00%
Total:	119	100%	

DATA ANALYSIS:

Mean Speed:	39
Standard Deviation:	6
Standard error of the mean:	0.55
50th Percentile:	39
85th Percentile:	46
97th Percentile:	52
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	56.30%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 140

Street:	Third Street			**From/To:**	A St / Juanita Ave		
Survey date:	4/5/2022	**Day:**	Tuesday	**Hours:**	9:05-9:35AM	0	0
Location of survey:	Roosevelt Ave						

SPEED DATA						
50th Percentile Speed (mph)	37				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	41				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	33	**To**	42		**Justification**	
Percentage of Vehicles in Pace	81.0%					**CVC 22358.8 (a), Keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	1.17

TRAFFIC FACTORS	
Average Daily Traffic	13000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3030
Vertical/Horizontal Alignment	Hoizontal (A St /Garfield)
Road Width	57'
Parking Restriction	No parking S/S
No. Lanes and Median	1/WB, 2/EB, TWLT
Improvement (SW, C & G)	Yes, No SW on bridge
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential /Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Third Street
Location: Roosevelt Ave
Between: A St / Juanita Ave

Ref. # 140

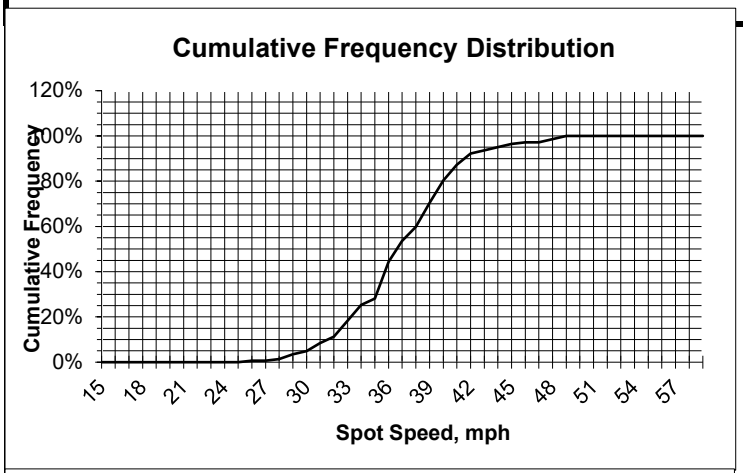
Date: 4/5/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:05-9:35AM
Recorder: EY
Posted Speed: 35 mph
Remarks:

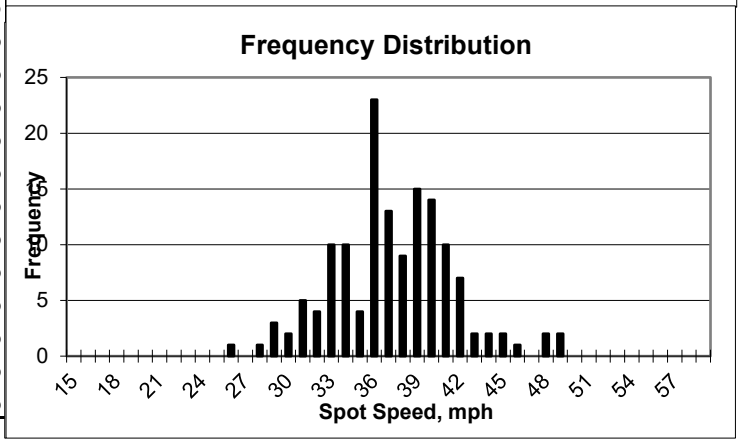
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.70%	0.70%
27	0	0.00%	0.70%
28	1	0.70%	1.41%
29	3	2.11%	3.52%
30	2	1.41%	4.93%
31	5	3.52%	8.45%
32	4	2.82%	11.27%
33	10	7.04%	18.31%
34	10	7.04%	25.35%
35	4	2.82%	28.17%
36	23	16.20%	44.37%
37	13	9.15%	53.52%
38	9	6.34%	59.86%
39	15	10.56%	70.42%
40	14	9.86%	80.28%
41	10	7.04%	87.32%
42	7	4.93%	92.25%
43	2	1.41%	93.66%
44	2	1.41%	95.07%
45	2	1.41%	96.48%
46	1	0.70%	97.18%
47	0	0.00%	97.18%
48	2	1.41%	98.59%
49	2	1.41%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	142	100%	

DATA ANALYSIS:

Mean Speed:	37
Standard Deviation:	4
Standard error of the mean:	0.34
50th Percentile:	37
85th Percentile:	41
97th Percentile:	46
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	80.99%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 141

Street:	Third St			**From/To:**	Juanita Ave /Rose Ave		
Survey date:	5/17/2022	**Day:**	Tuesday	**Hours:**	3:40-4:10PM	0	0
Location of survey:	0						

SPEED DATA						
50th Percentile Speed (mph)	40				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	44				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	35	**To**	44		**Justification**	
Percentage of Vehicles in Pace	86.0%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	4
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.56
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	13000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2645
Vertical/Horizontal Alignment	None
Road Width	71'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential /Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Third St
Location:
Between: Juanita Ave /Rose Ave

Ref. # 141

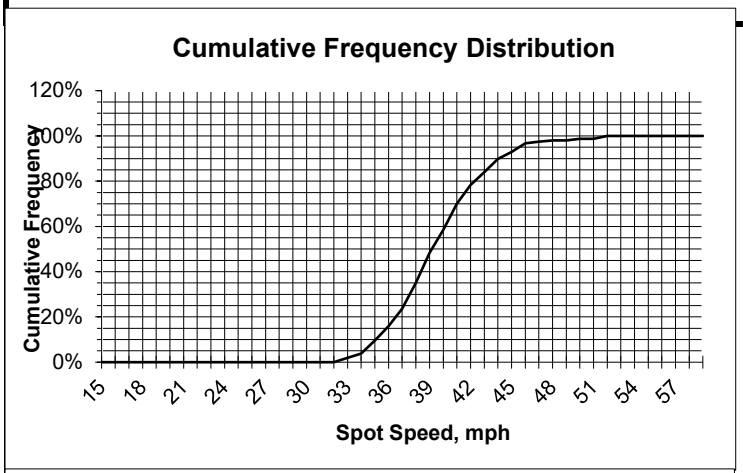
Date: 5/17/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:40-4:10PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

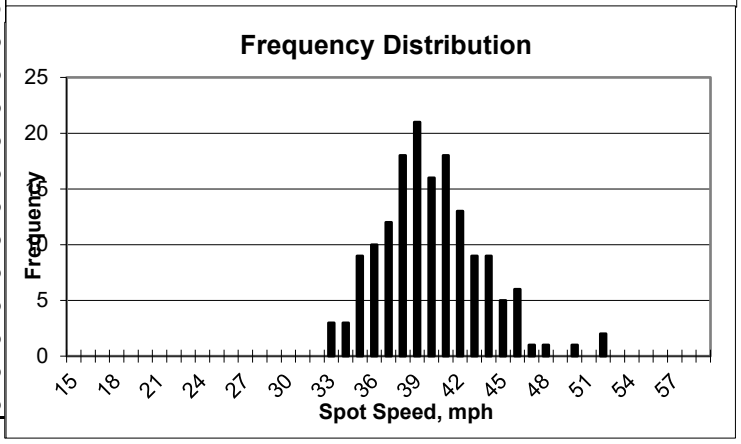
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	3	1.91%	1.91%
34	3	1.91%	3.82%
35	9	5.73%	9.55%
36	10	6.37%	15.92%
37	12	7.64%	23.57%
38	18	11.46%	35.03%
39	21	13.38%	48.41%
40	16	10.19%	58.60%
41	18	11.46%	70.06%
42	13	8.28%	78.34%
43	9	5.73%	84.08%
44	9	5.73%	89.81%
45	5	3.18%	92.99%
46	6	3.82%	96.82%
47	1	0.64%	97.45%
48	1	0.64%	98.09%
49	0	0.00%	98.09%
50	1	0.64%	98.73%
51	0	0.00%	98.73%
52	2	1.27%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	157	100%	

DATA ANALYSIS:

Mean Speed:	40
Standard Deviation:	4
Standard error of the mean:	0.32
50th Percentile:	40
85th Percentile:	44
97th Percentile:	47
10 Mile Pace:	35 to 44
% of Samples in 10-Mile Pace:	85.99%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 142

Street:	Ventura Blvd			**From/To:**	Auto Center Dr / Santa Clara Ave		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	3:35-3:50PM	0	0
Location of survey:	0						

SPEED DATA						
50th Percentile Speed (mph)	36				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	39				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	31	**To**	40		**Justification**	
Percentage of Vehicles in Pace	81.4%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	4
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.86
Expected Collision Rate (ACC/MVM)	1.17
TRAFFIC FACTORS	
Average Daily Traffic	4515
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	4955
Vertical/Horizontal Alignment	Horizontal (Paseo Mercado /Auto Center)
Road Width	78'-43'
Parking Restriction	Partial No parking
No. Lanes and Median	2-1/direction, TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Blvd
Location:
Between: Auto Center Dr / Santa Clara Ave

Ref. # 142

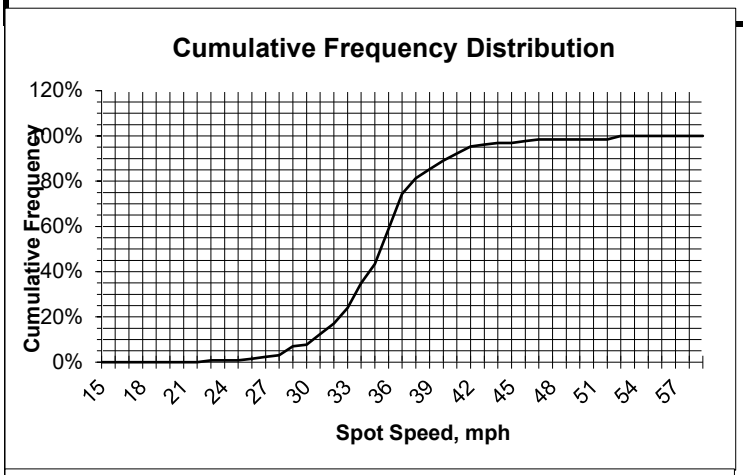
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 3:35-3:50PM
Recorder: EY /AY
Posted Speed: 35 mph
Remarks:

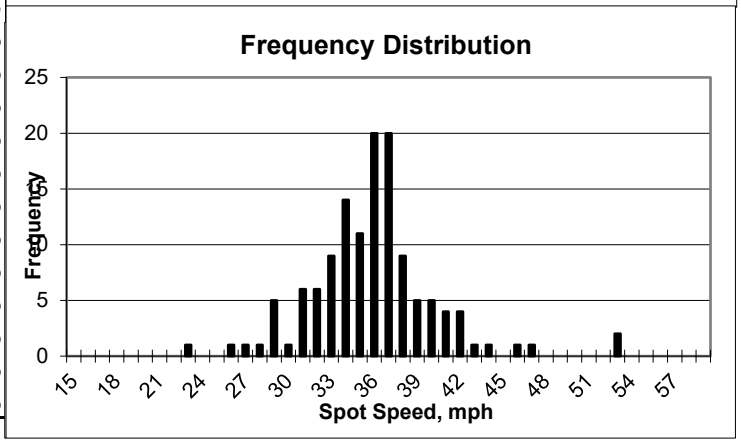
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	1	0.78%	0.78%
24	0	0.00%	0.78%
25	0	0.00%	0.78%
26	1	0.78%	1.55%
27	1	0.78%	2.33%
28	1	0.78%	3.10%
29	5	3.88%	6.98%
30	1	0.78%	7.75%
31	6	4.65%	12.40%
32	6	4.65%	17.05%
33	9	6.98%	24.03%
34	14	10.85%	34.88%
35	11	8.53%	43.41%
36	20	15.50%	58.91%
37	20	15.50%	74.42%
38	9	6.98%	81.40%
39	5	3.88%	85.27%
40	5	3.88%	89.15%
41	4	3.10%	92.25%
42	4	3.10%	95.35%
43	1	0.78%	96.12%
44	1	0.78%	96.90%
45	0	0.00%	96.90%
46	1	0.78%	97.67%
47	1	0.78%	98.45%
48	0	0.00%	98.45%
49	0	0.00%	98.45%
50	0	0.00%	98.45%
51	0	0.00%	98.45%
52	0	0.00%	98.45%
53	2	1.55%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	129	100%	

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	36
85th Percentile:	39
97th Percentile:	46
10 Mile Pace:	31 to 40
% of Samples in 10-Mile Pace:	81.40%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 143

Street:	Ventura Blvd			**From/To:**	Vineyard Ave / Balboa St		
Survey date:	4/26/2022	**Day:**	Tuesday	**Hours:**	3:30-4:00PM	0	0
Location of survey:	at Cortez St						

SPEED DATA						
50th Percentile Speed (mph)	34				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	38				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	29	**To**	38		**Justification**	
Percentage of Vehicles in Pace	81.5%					**CVC 22358.6, Reduce speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.78
Expected Collision Rate (ACC/MVM)	0.82
TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2470
Vertical/Horizontal Alignment	Horizontal
Road Width	48'-34'
Parking Restriction	No parking
No. Lanes and Median	1/direction, Painted
Improvement (SW, C & G)	C&G all except N/S Cortez /Balboa, SW partial
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Blvd
Location: at Cortez St
Between: Vineyard Ave / Balboa St

Ref. # 143

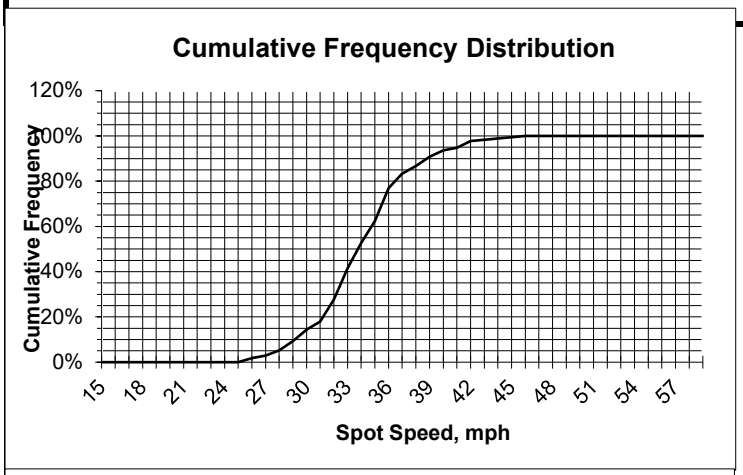
Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:30-4:00PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

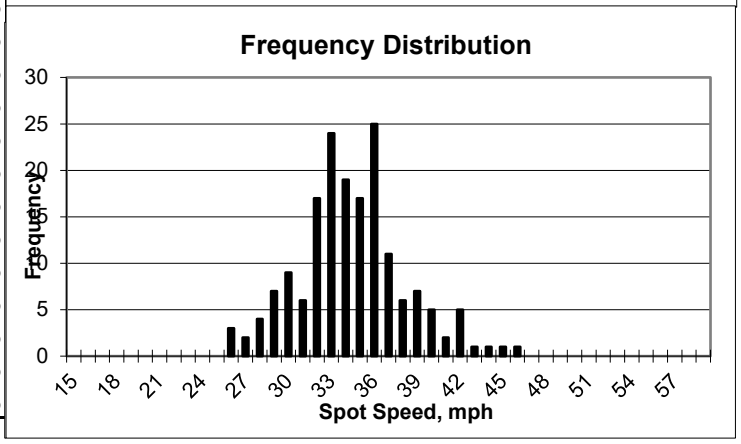
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	3	1.73%	1.73%
27	2	1.16%	2.89%
28	4	2.31%	5.20%
29	7	4.05%	9.25%
30	9	5.20%	14.45%
31	6	3.47%	17.92%
32	17	9.83%	27.75%
33	24	13.87%	41.62%
34	19	10.98%	52.60%
35	17	9.83%	62.43%
36	25	14.45%	76.88%
37	11	6.36%	83.24%
38	6	3.47%	86.71%
39	7	4.05%	90.75%
40	5	2.89%	93.64%
41	2	1.16%	94.80%
42	5	2.89%	97.69%
43	1	0.58%	98.27%
44	1	0.58%	98.84%
45	1	0.58%	99.42%
46	1	0.58%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	173	100%	

DATA ANALYSIS:

Mean Speed:	34
Standard Deviation:	4
Standard error of the mean:	0.3
50th Percentile:	34
85th Percentile:	38
97th Percentile:	42
10 Mile Pace:	29 to 38
% of Samples in 10-Mile Pace:	81.50%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 144

Street:	Ventura Blvd			**From/To:**	Balboa St / Rose Ave		
Survey date:	4/26/2022	**Day:**	Tuesday	**Hours:**	3:30-4:00PM	0	0
Location of survey:	at Alvarado St						

SPEED DATA

50th Percentile Speed (mph)	38				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	42				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	34	**To**	43		**Justification**	
Percentage of Vehicles in Pace	76.2%					**85th percentile speed**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	8
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	2.09
Expected Collision Rate (ACC/MVM)	0.82

TRAFFIC FACTORS

Average Daily Traffic	5000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	3700
Vertical/Horizontal Alignment	Horizontal
Road Width	34'
Parking Restriction	No parking
No. Lanes and Median	1/direction, Painted
Improvement (SW, C & G)	C&G&SW partial
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial /Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Blvd
Location: at Alvarado St
Between: Balboa St / Rose Ave

Ref. # 144

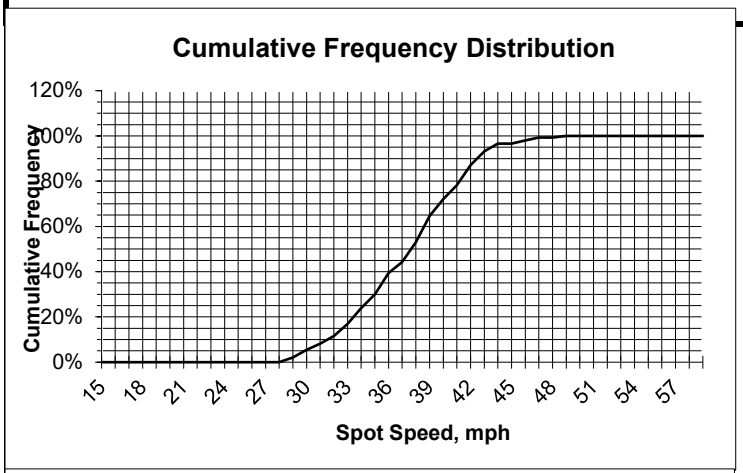
Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:30-4:00PM
Recorder: AY
Posted Speed: 40 mph
Remarks:

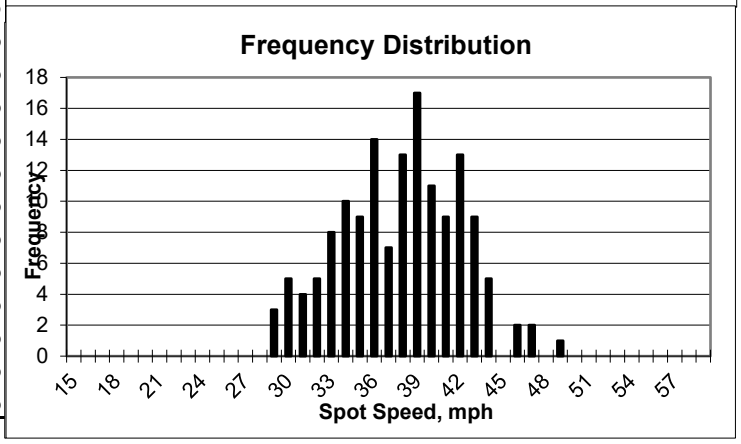
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	3	2.04%	2.04%
30	5	3.40%	5.44%
31	4	2.72%	8.16%
32	5	3.40%	11.56%
33	8	5.44%	17.01%
34	10	6.80%	23.81%
35	9	6.12%	29.93%
36	14	9.52%	39.46%
37	7	4.76%	44.22%
38	13	8.84%	53.06%
39	17	11.56%	64.63%
40	11	7.48%	72.11%
41	9	6.12%	78.23%
42	13	8.84%	87.07%
43	9	6.12%	93.20%
44	5	3.40%	96.60%
45	0	0.00%	96.60%
46	2	1.36%	97.96%
47	2	1.36%	99.32%
48	0	0.00%	99.32%
49	1	0.68%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	147	100%	

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	38
85th Percentile:	42
97th Percentile:	46
10 Mile Pace:	34 to 43
% of Samples in 10-Mile Pace:	76.19%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 145

Street:	Ventura Rd			**From/To:**	Channel Islands Blvd / Hemlock St		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	12:50-1:10PM	0	0
Location of survey:	at Bay Bl						

SPEED DATA						
50th Percentile Speed (mph)	41				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	45				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	37	**To**	46		**Justification**	
Percentage of Vehicles in Pace	82.2%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	5
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.40
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	30250
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1980
Vertical/Horizontal Alignment	Vertical, Slight (Channel Islands /Bay)
Road Width	84'-90'
Parking Restriction	No parking Partial
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	C&G. No SW W/S (Bay /Hemlock)
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial /Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Rd
Location: at Bay Bl
Between: Channel Islands Blvd / Hemlock St

Ref. # 145

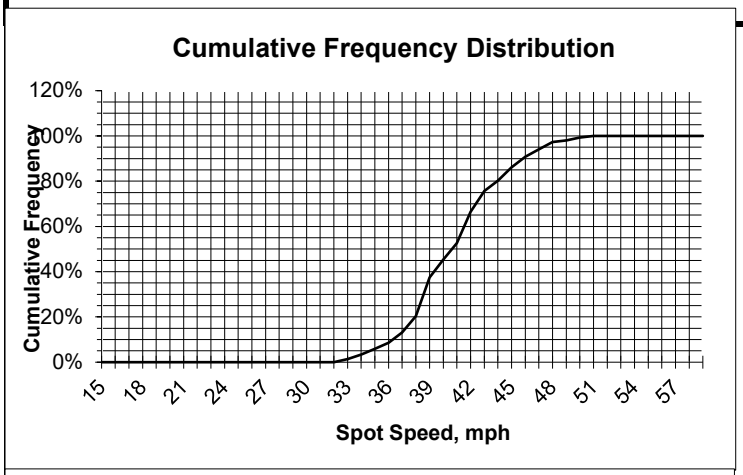
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 12:50-1:10PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

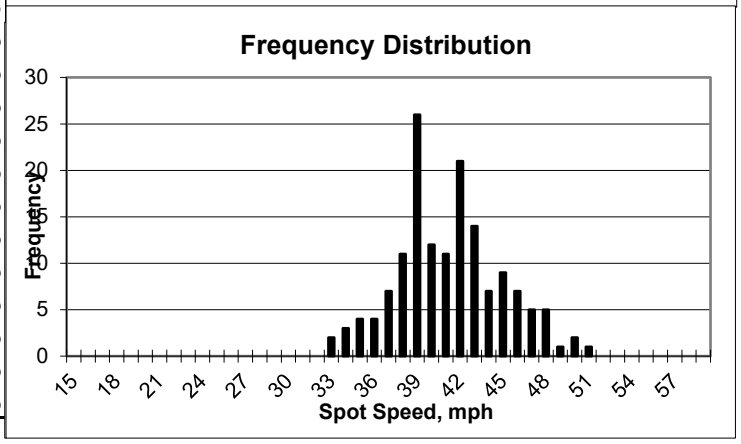
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	2	1.32%	1.32%
34	3	1.97%	3.29%
35	4	2.63%	5.92%
36	4	2.63%	8.55%
37	7	4.61%	13.16%
38	11	7.24%	20.39%
39	26	17.11%	37.50%
40	12	7.89%	45.39%
41	11	7.24%	52.63%
42	21	13.82%	66.45%
43	14	9.21%	75.66%
44	7	4.61%	80.26%
45	9	5.92%	86.18%
46	7	4.61%	90.79%
47	5	3.29%	94.08%
48	5	3.29%	97.37%
49	1	0.66%	98.03%
50	2	1.32%	99.34%
51	1	0.66%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	152	100%	

DATA ANALYSIS:

Mean Speed:	41		
Standard Deviation:	4		
Standard error of the mean:	0.32		
50th Percentile:	41		
85th Percentile:	45		
97th Percentile:	48		
10 Mile Pace:	37	to	46
% of Samples in 10-Mile Pace:	82.24%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 146

Street:	Ventura Rd			**From/To:**	Hemlock St / Wooley Rd		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	12:30-12:45PM	0	0
Location of survey:	at Hill St						

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	36	**To**	45		**Justification**	
Percentage of Vehicles in Pace	82.0%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	11
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.51
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	31249
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3300
Vertical/Horizontal Alignment	None
Road Width	63'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	C&G. No SW (SW on Frontage Road E/S)
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential

Comments RR crossing at Wooley

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Rd
Location: at Hill St
Between: Hemlock St / Wooley Rd

Ref. # 146

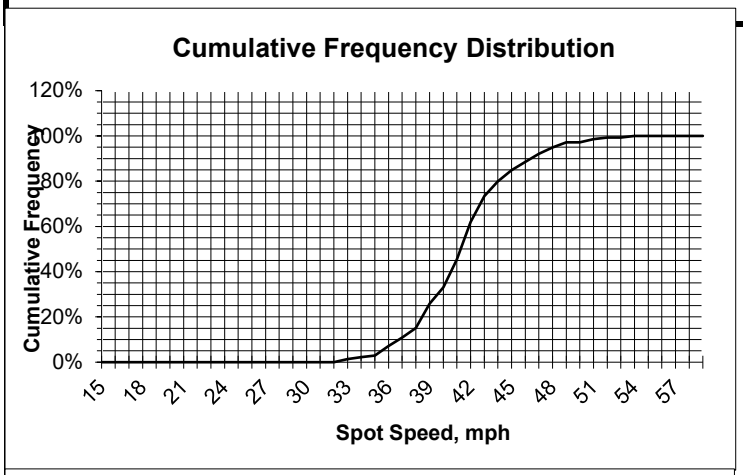
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 12:30-12:45PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

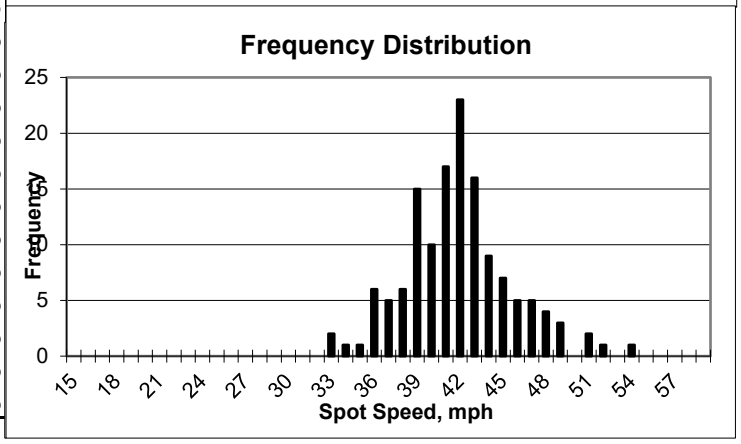
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	2	1.44%	1.44%
34	1	0.72%	2.16%
35	1	0.72%	2.88%
36	6	4.32%	7.19%
37	5	3.60%	10.79%
38	6	4.32%	15.11%
39	15	10.79%	25.90%
40	10	7.19%	33.09%
41	17	12.23%	45.32%
42	23	16.55%	61.87%
43	16	11.51%	73.38%
44	9	6.47%	79.86%
45	7	5.04%	84.89%
46	5	3.60%	88.49%
47	5	3.60%	92.09%
48	4	2.88%	94.96%
49	3	2.16%	97.12%
50	0	0.00%	97.12%
51	2	1.44%	98.56%
52	1	0.72%	99.28%
53	0	0.00%	99.28%
54	1	0.72%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	139	100%	

DATA ANALYSIS:

Mean Speed:	42
Standard Deviation:	4
Standard error of the mean:	0.34
50th Percentile:	42
85th Percentile:	46
97th Percentile:	49
10 Mile Pace:	36 to 45
% of Samples in 10-Mile Pace:	82.01%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 147

Street:	Ventura Rd			**From/To:**	Wooley Rd / Fifth St		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	11:45A-12:05P	0	0
Location of survey:	at Ninth St						

SPEED DATA

50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	37	**To**	46		**Justification**	
Percentage of Vehicles in Pace	83.9%					**85th percentile speed**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	14
No. with Speed violations	6
Predominant type	
Collision Rate (ACC/MVM)	0.77
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS

Average Daily Traffic	32186
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	2725
Vertical/Horizontal Alignment	None
Road Width	95'
Parking Restriction	No parking
No. Lanes and Median	3/NB, 3-2/SB, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Rd
Location: at Ninth St
Between: Wooley Rd / Fifth St

Ref. # 147

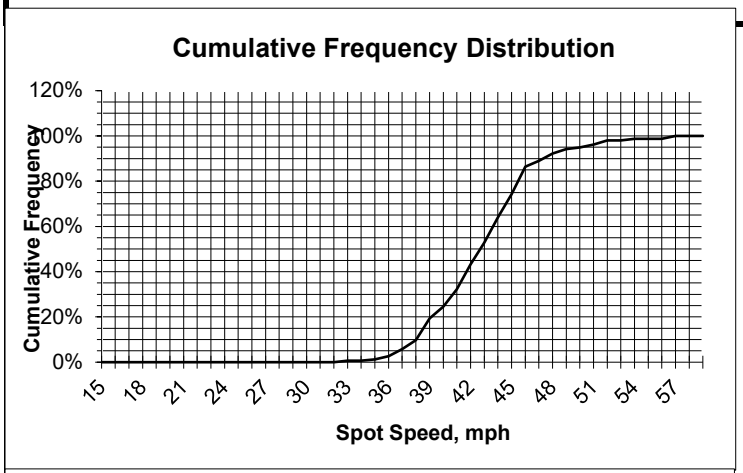
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 11:45A-12:05P
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

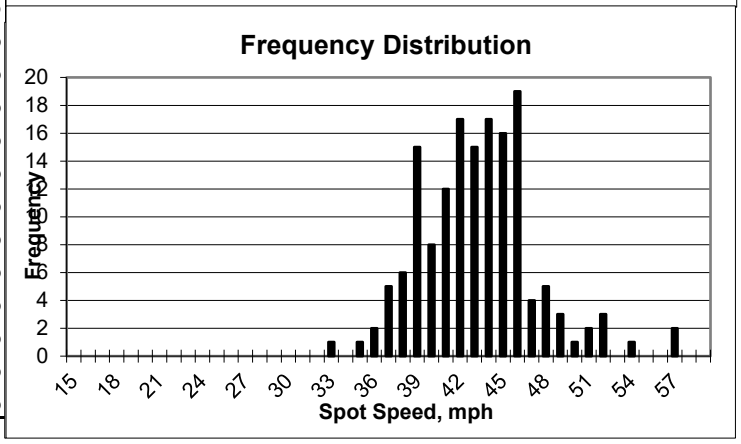
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	1	0.65%	0.65%
34	0	0.00%	0.65%
35	1	0.65%	1.29%
36	2	1.29%	2.58%
37	5	3.23%	5.81%
38	6	3.87%	9.68%
39	15	9.68%	19.35%
40	8	5.16%	24.52%
41	12	7.74%	32.26%
42	17	10.97%	43.23%
43	15	9.68%	52.90%
44	17	10.97%	63.87%
45	16	10.32%	74.19%
46	19	12.26%	86.45%
47	4	2.58%	89.03%
48	5	3.23%	92.26%
49	3	1.94%	94.19%
50	1	0.65%	94.84%
51	2	1.29%	96.13%
52	3	1.94%	98.06%
53	0	0.00%	98.06%
54	1	0.65%	98.71%
55	0	0.00%	98.71%
56	0	0.00%	98.71%
57	2	1.29%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	155	100%	

DATA ANALYSIS:

Mean Speed:	43
Standard Deviation:	4
Standard error of the mean:	0.32
50th Percentile:	43
85th Percentile:	46
97th Percentile:	52
10 Mile Pace:	37 to 46
% of Samples in 10-Mile Pace:	83.87%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 148

Street:	Ventura Rd			**From/To:**	Fifth St / Second St		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	11:25-11:40AM	0	0
Location of survey:	1000 ft S of Second St						

SPEED DATA						
50th Percentile Speed (mph)	45				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	40	**To**	49		**Justification**	
Percentage of Vehicles in Pace	84.0%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	10
No. with Speed violations	4
Predominant type	
Collision Rate (ACC/MVM)	0.79
Expected Collision Rate (ACC/MVM)	1.00
TRAFFIC FACTORS	
Average Daily Traffic	32186
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1895
Vertical/Horizontal Alignment	Vertical, slight
Road Width	102'
Parking Restriction	No parking
No. Lanes and Median	3/NB, 2-3/SB, Raised
Improvement (SW, C & G)	C&G&SW. No SW next to airport runway
Bicycle lanes/Type	Class II E/S
Crosswalks/Type	
Adjacent Land use	Commercial /Air Runway

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Rd
Location: 1000 ft S of Second St
Between: Fifth St / Second St

Ref. # 148

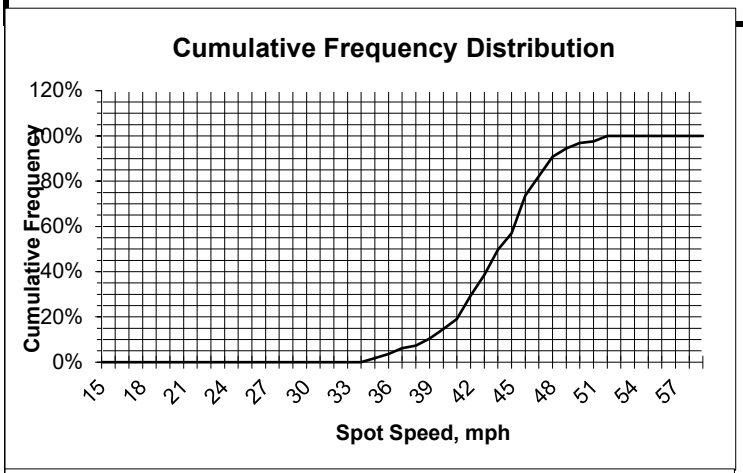
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 11:25-11:40AM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

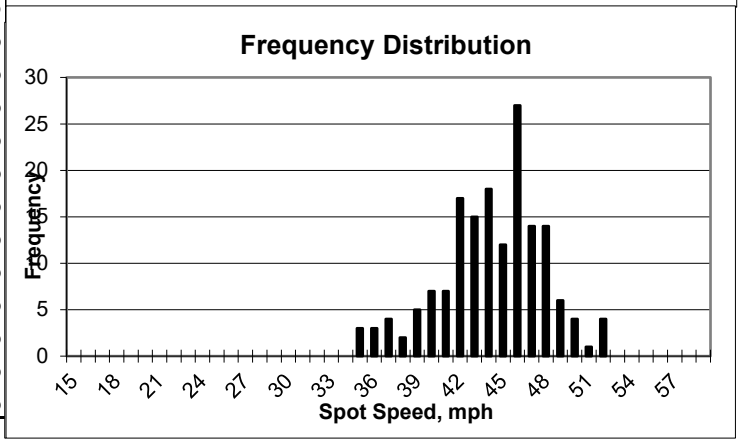
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	3	1.84%	1.84%
36	3	1.84%	3.68%
37	4	2.45%	6.13%
38	2	1.23%	7.36%
39	5	3.07%	10.43%
40	7	4.29%	14.72%
41	7	4.29%	19.02%
42	17	10.43%	29.45%
43	15	9.20%	38.65%
44	18	11.04%	49.69%
45	12	7.36%	57.06%
46	27	16.56%	73.62%
47	14	8.59%	82.21%
48	14	8.59%	90.80%
49	6	3.68%	94.48%
50	4	2.45%	96.93%
51	1	0.61%	97.55%
52	4	2.45%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	163	100%	

DATA ANALYSIS:

Mean Speed:	44		
Standard Deviation:	4		
Standard error of the mean:	0.31		
50th Percentile:	45		
85th Percentile:	48		
97th Percentile:	51		
10 Mile Pace:	40	to	49
% of Samples in 10-Mile Pace:	84.05%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 149

Street:	Ventura Rd			**From/To:**	Second St / Doris Ave		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	2:20-2:40PM	0	0
Location of survey:	s/o N Street						

SPEED DATA						
50th Percentile Speed (mph)	44				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	78.2%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	7
No. with Speed violations	5
Predominant type	
Collision Rate (ACC/MVM)	0.45
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS	
Average Daily Traffic	37539
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2000
Vertical/Horizontal Alignment	None
Road Width	63'
Parking Restriction	No parking
No. Lanes and Median	2/ direction, Painted
Improvement (SW, C & G)	C on W/S. SW on Frontage road E/S
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Residential /Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Rd
Location: s/o N Street
Between: Second St / Doris Ave

Ref. # 149

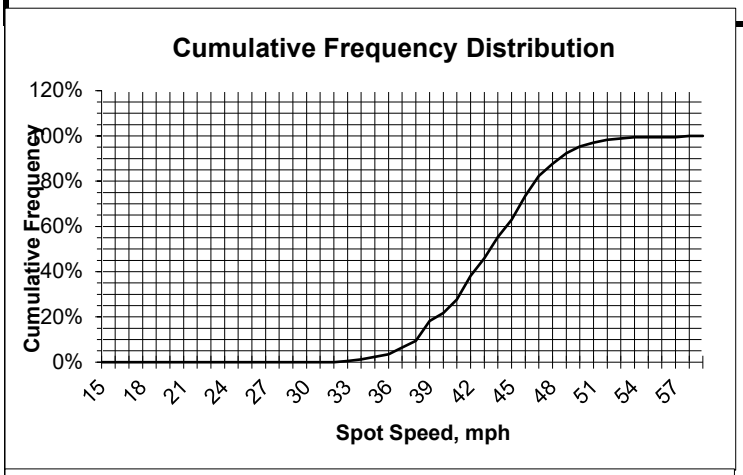
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 2:20-2:40PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

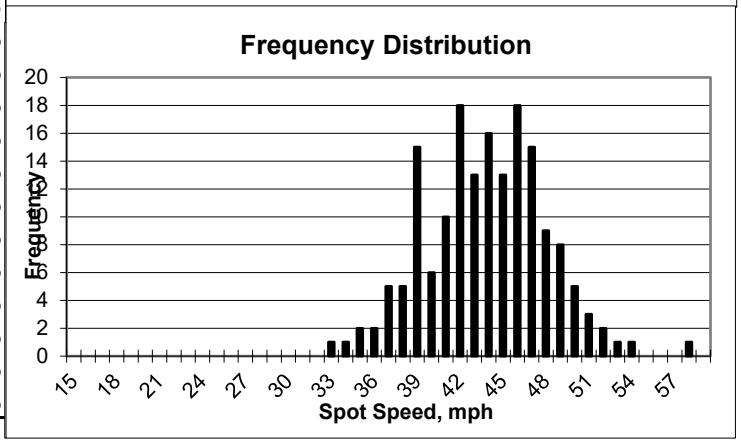
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	1	0.59%	0.59%
34	1	0.59%	1.18%
35	2	1.18%	2.35%
36	2	1.18%	3.53%
37	5	2.94%	6.47%
38	5	2.94%	9.41%
39	15	8.82%	18.24%
40	6	3.53%	21.76%
41	10	5.88%	27.65%
42	18	10.59%	38.24%
43	13	7.65%	45.88%
44	16	9.41%	55.29%
45	13	7.65%	62.94%
46	18	10.59%	73.53%
47	15	8.82%	82.35%
48	9	5.29%	87.65%
49	8	4.71%	92.35%
50	5	2.94%	95.29%
51	3	1.76%	97.06%
52	2	1.18%	98.24%
53	1	0.59%	98.82%
54	1	0.59%	99.41%
55	0	0.00%	99.41%
56	0	0.00%	99.41%
57	0	0.00%	99.41%
58	1	0.59%	100.00%
59	0	0.00%	100.00%
Total:	170	100%	

DATA ANALYSIS:

Mean Speed:	44
Standard Deviation:	4
Standard error of the mean:	0.31
50th Percentile:	44
85th Percentile:	48
97th Percentile:	51
10 Mile Pace:	39 to 48
% of Samples in 10-Mile Pace:	78.24%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 150

Street:	Ventura Rd			**From/To:**	Doris Ave / Gonzales Rd		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	9:32-9:50AM	0	0
Location of survey:	at Ivywood Dr						

SPEED DATA

50th Percentile Speed (mph)	45				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	81.5%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	15
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.48
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS

Average Daily Traffic	37539
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	3980
Vertical/Horizontal Alignment	Vertical E/S (Devonshire /Ivywood)
Road Width	100'-80'
Parking Restriction	No parking
No. Lanes and Median	2-3 direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial /Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Rd
Location: at Ivywood Dr
Between: Doris Ave / Gonzales Rd

Ref. # 150

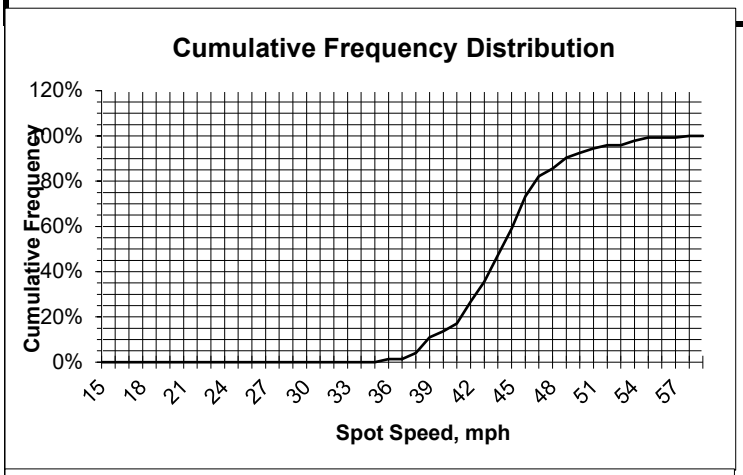
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 9:32-9:50AM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

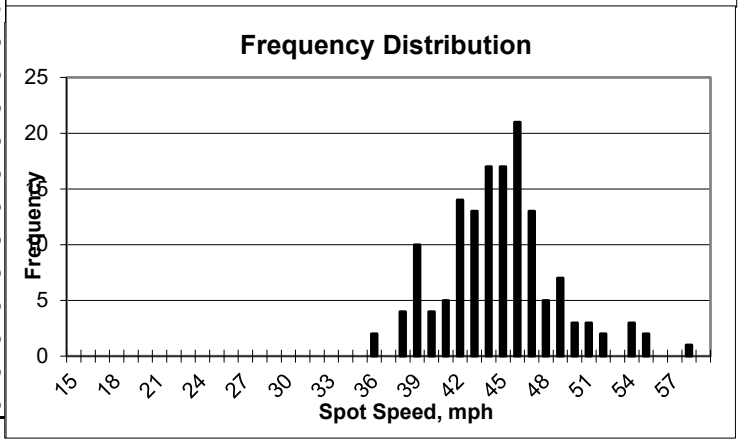
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	2	1.37%	1.37%
37	0	0.00%	1.37%
38	4	2.74%	4.11%
39	10	6.85%	10.96%
40	4	2.74%	13.70%
41	5	3.42%	17.12%
42	14	9.59%	26.71%
43	13	8.90%	35.62%
44	17	11.64%	47.26%
45	17	11.64%	58.90%
46	21	14.38%	73.29%
47	13	8.90%	82.19%
48	5	3.42%	85.62%
49	7	4.79%	90.41%
50	3	2.05%	92.47%
51	3	2.05%	94.52%
52	2	1.37%	95.89%
53	0	0.00%	95.89%
54	3	2.05%	97.95%
55	2	1.37%	99.32%
56	0	0.00%	99.32%
57	0	0.00%	99.32%
58	1	0.68%	100.00%
59	0	0.00%	100.00%
Total:	146	100%	

DATA ANALYSIS:

Mean Speed:	45		
Standard Deviation:	4		
Standard error of the mean:	0.33		
50th Percentile:	45		
85th Percentile:	48		
97th Percentile:	54		
10 Mile Pace:	39	to	48
% of Samples in 10-Mile Pace:	81.51%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 151

Street:	Ventura Rd			**From/To:**	Gonzales Rd / Vineyard Ave		
Survey date:	3/17/2022	**Day:**	Thursday	**Hours:**	2:00-2:30PM	0	0
Location of survey:	200 ft n/o Berva						

SPEED DATA

50th Percentile Speed (mph)	43				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	74.5%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	10
No. with Speed violations	4
Predominant type	
Collision Rate (ACC/MVM)	0.48
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS

Average Daily Traffic	27527
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	3680
Vertical/Horizontal Alignment	Vertical (Gonzales /Azalea)
Road Width	82'
Parking Restriction	Yes
No. Lanes and Median	2-3 direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Rd
Location: 200 ft n/o Berva
Between: Gonzales Rd / Vineyard Ave

Ref. # 151

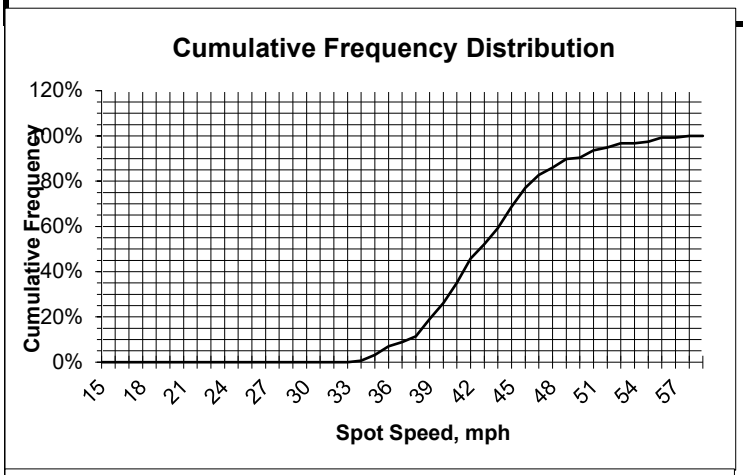
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 2:00-2:30PM
Recorder: EY
Posted Speed: 45 mph
Remarks:

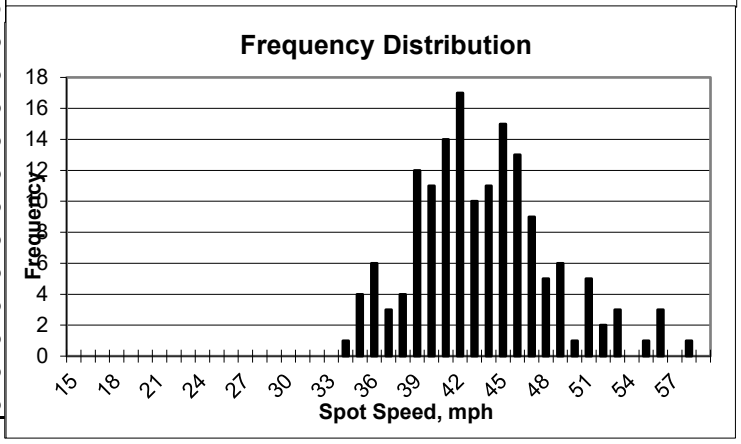
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	1	0.64%	0.64%
35	4	2.55%	3.18%
36	6	3.82%	7.01%
37	3	1.91%	8.92%
38	4	2.55%	11.46%
39	12	7.64%	19.11%
40	11	7.01%	26.11%
41	14	8.92%	35.03%
42	17	10.83%	45.86%
43	10	6.37%	52.23%
44	11	7.01%	59.24%
45	15	9.55%	68.79%
46	13	8.28%	77.07%
47	9	5.73%	82.80%
48	5	3.18%	85.99%
49	6	3.82%	89.81%
50	1	0.64%	90.45%
51	5	3.18%	93.63%
52	2	1.27%	94.90%
53	3	1.91%	96.82%
54	0	0.00%	96.82%
55	1	0.64%	97.45%
56	3	1.91%	99.36%
57	0	0.00%	99.36%
58	1	0.64%	100.00%
59	0	0.00%	100.00%
Total:	157	100%	

DATA ANALYSIS:

Mean Speed:	44
Standard Deviation:	5
Standard error of the mean:	0.4
50th Percentile:	43
85th Percentile:	48
97th Percentile:	55
10 Mile Pace:	39 to 48
% of Samples in 10-Mile Pace:	74.52%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 152

Street:	Ventura Rd			**From/To:**	Vineyard Ave / RR Crossing		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	2:45-3:00PM	0	0
Location of survey:	at Stone Creek						

SPEED DATA

50th Percentile Speed (mph)	48				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	52				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	42	**To**	51		**Justification**	
Percentage of Vehicles in Pace	67.7%					**85th percentile speed**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	8
No. with Speed violations	5
Predominant type	
Collision Rate (ACC/MVM)	0.35
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS

Average Daily Traffic	24573
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	4435
Vertical/Horizontal Alignment	Vertical (Stone Creek /RR)
Road Width	92'
Parking Restriction	No parking
No. Lanes and Median	2-3 direction, Raised
Improvement (SW, C & G)	C&G&SW on E/S, C&G&SW W/S partial (Vineyard /Stone Creek)
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /River Bank

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Rd
Location: at Stone Creek
Between: Vineyard Ave / RR Crossing

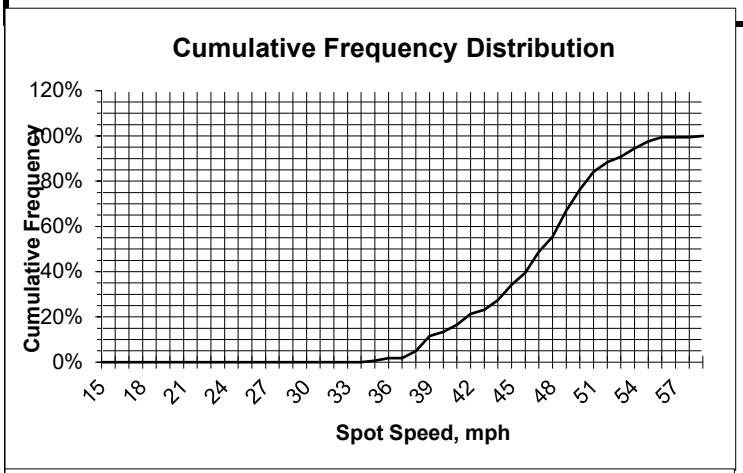
Ref. # 152

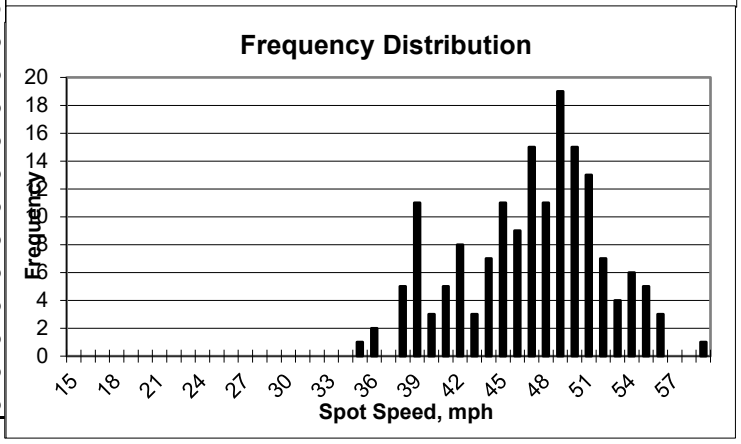
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 2:45-3:00PM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	1	0.61%	0.61%
36	2	1.22%	1.83%
37	0	0.00%	1.83%
38	5	3.05%	4.88%
39	11	6.71%	11.59%
40	3	1.83%	13.41%
41	5	3.05%	16.46%
42	8	4.88%	21.34%
43	3	1.83%	23.17%
44	7	4.27%	27.44%
45	11	6.71%	34.15%
46	9	5.49%	39.63%
47	15	9.15%	48.78%
48	11	6.71%	55.49%
49	19	11.59%	67.07%
50	15	9.15%	76.22%
51	13	7.93%	84.15%
52	7	4.27%	88.41%
53	4	2.44%	90.85%
54	6	3.66%	94.51%
55	5	3.05%	97.56%
56	3	1.83%	99.39%
57	0	0.00%	99.39%
58	0	0.00%	99.39%
59	1	0.61%	100.00%
Total:	164	100%	

DATA ANALYSIS:

Mean Speed:	47
Standard Deviation:	5
Standard error of the mean:	0.39
50th Percentile:	48
85th Percentile:	52
97th Percentile:	55
10 Mile Pace:	42 to 51
% of Samples in 10-Mile Pace:	67.68%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 153

Street:	Ventura Rd			**From/To:**	RR Crossing / Town Center Dr		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	3:05-3:20PM	0	0
Location of survey:	N of 101 Fwy						

SPEED DATA						
50th Percentile Speed (mph)	40				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	44				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	35	**To**	44		**Justification**	
Percentage of Vehicles in Pace	79.5%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	5
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.70
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	15000
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2300
Vertical/Horizontal Alignment	Vertical
Road Width	92'
Parking Restriction	No parking
No. Lanes and Median	2/ direction, Raised
Improvement (SW, C & G)	C&G&SW E/S
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Rd
Location: N of 101 Fwy
Between: RR Crossing / Town Center Dr

Ref. # 153

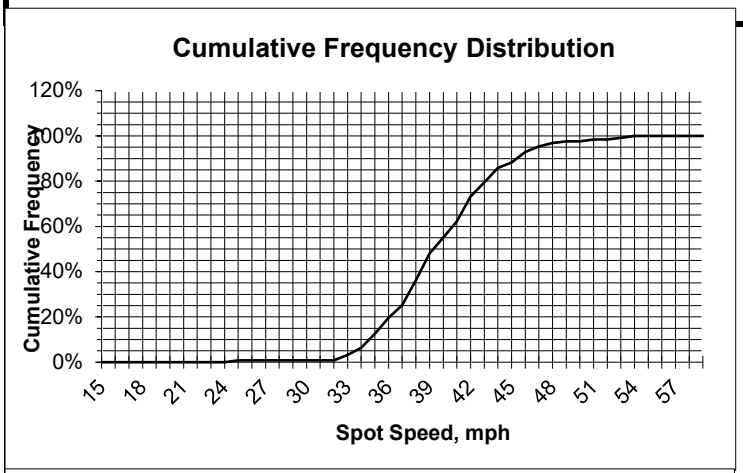
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 3:05-3:20PM
Recorder: EY /AY
Posted Speed: 40 mph
Remarks:

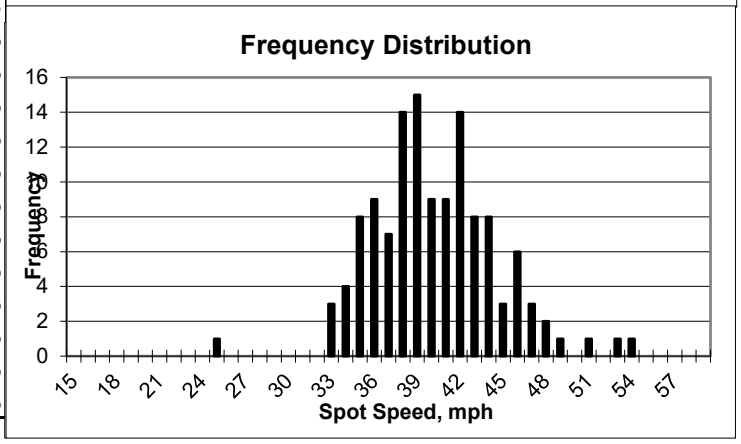
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.79%	0.79%
26	0	0.00%	0.79%
27	0	0.00%	0.79%
28	0	0.00%	0.79%
29	0	0.00%	0.79%
30	0	0.00%	0.79%
31	0	0.00%	0.79%
32	0	0.00%	0.79%
33	3	2.36%	3.15%
34	4	3.15%	6.30%
35	8	6.30%	12.60%
36	9	7.09%	19.69%
37	7	5.51%	25.20%
38	14	11.02%	36.22%
39	15	11.81%	48.03%
40	9	7.09%	55.12%
41	9	7.09%	62.20%
42	14	11.02%	73.23%
43	8	6.30%	79.53%
44	8	6.30%	85.83%
45	3	2.36%	88.19%
46	6	4.72%	92.91%
47	3	2.36%	95.28%
48	2	1.57%	96.85%
49	1	0.79%	97.64%
50	0	0.00%	97.64%
51	1	0.79%	98.43%
52	0	0.00%	98.43%
53	1	0.79%	99.21%
54	1	0.79%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	127	100%	

DATA ANALYSIS:

Mean Speed:	40
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	40
85th Percentile:	44
97th Percentile:	49
10 Mile Pace:	35 to 44
% of Samples in 10-Mile Pace:	79.53%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 154

Street:	Victoria Ave			**From/To:**	Santa Clara River Bridge / Gonzales Rd		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	9:10 -9:28A	0	0
Location of survey:	at Gum Tree St						

SPEED DATA						
50th Percentile Speed (mph)	54				**Existing Speed Zone**	**55 mph**
85th Percentile Speed (mph)	59				**Proposed Speed Zone**	**55 mph**
10 mph Pace Speed (mph)	51	**To**	60		**Justification**	
Percentage of Vehicles in Pace	77.3%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	21
No. with Speed violations	7
Predominant type	
Collision Rate (ACC/MVM)	0.38
Expected Collision Rate (ACC/MVM)	0.91
TRAFFIC FACTORS	
Average Daily Traffic	43072
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	6230
Vertical/Horizontal Alignment	Vertical (Bridge /Gum Tree)
Road Width	105'
Parking Restriction	Off pavement
No. Lanes and Median	2/ direction, Raised/Barrier
Improvement (SW, C & G)	None
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Golf course /Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Victoria Ave
Location: at Gum Tree St
Between: Santa Clara River Bridge / Gonzales Rd

Ref. # 154

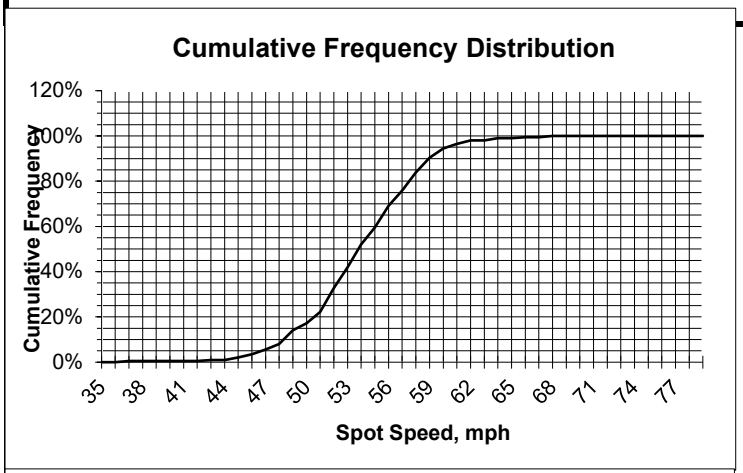
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 9:10 -9:28A
Recorder: EY /AY
Posted Speed: 55mph
Remarks:

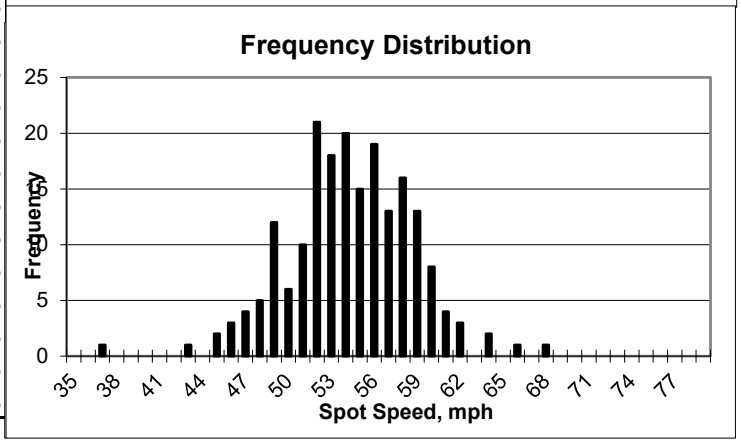
Speed	Frequency	Percent	Cumulative Percent
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	1	0.51%	0.51%
38	0	0.00%	0.51%
39	0	0.00%	0.51%
40	0	0.00%	0.51%
41	0	0.00%	0.51%
42	0	0.00%	0.51%
43	1	0.51%	1.01%
44	0	0.00%	1.01%
45	2	1.01%	2.02%
46	3	1.52%	3.54%
47	4	2.02%	5.56%
48	5	2.53%	8.08%
49	12	6.06%	14.14%
50	6	3.03%	17.17%
51	10	5.05%	22.22%
52	21	10.61%	32.83%
53	18	9.09%	41.92%
54	20	10.10%	52.02%
55	15	7.58%	59.60%
56	19	9.60%	69.19%
57	13	6.57%	75.76%
58	16	8.08%	83.84%
59	13	6.57%	90.40%
60	8	4.04%	94.44%
61	4	2.02%	96.46%
62	3	1.52%	97.98%
63	0	0.00%	97.98%
64	2	1.01%	98.99%
65	0	0.00%	98.99%
66	1	0.51%	99.49%
67	0	0.00%	99.49%
68	1	0.51%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	198	100%	

DATA ANALYSIS:

Mean Speed:	54		
Standard Deviation:	4		
Standard error of the mean:	0.28		
50th Percentile:	54		
85th Percentile:	59		
97th Percentile:	62		
10 Mile Pace:	51	to	60
% of Samples in 10-Mile Pace:	77.27%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 155

Street:	Victoria Ave			**From/To:**	Gonzales Rd / Doris Ave		
Survey date:	3/22/2022	**Day:**	Tuesday	**Hours:**	9:15-9:45AM	0	0
Location of survey:	2000' n/o Doris Ave						

SPEED DATA						
50th Percentile Speed (mph)	53				**Existing Speed Zone**	**55 mph**
85th Percentile Speed (mph)	57				**Proposed Speed Zone**	**55 mph**
10 mph Pace Speed (mph)	47	**To**	56		**Justification**	
Percentage of Vehicles in Pace	84.2%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	19
No. with Speed violations	10
Predominant type	
Collision Rate (ACC/MVM)	0.55
Expected Collision Rate (ACC/MVM)	0.91
TRAFFIC FACTORS	
Average Daily Traffic	42207
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3980
Vertical/Horizontal Alignment	Vertical
Road Width	90'
Parking Restriction	None
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	None
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Victoria Ave
Location: 2000' n/o Doris Ave
Between: Gonzales Rd / Doris Ave

Ref. # 155

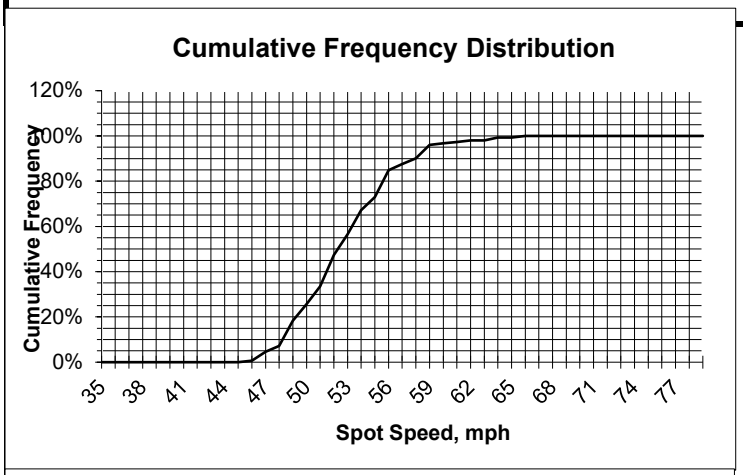
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:15-9:45AM
Recorder: EY
Posted Speed: 55 mph
Remarks:

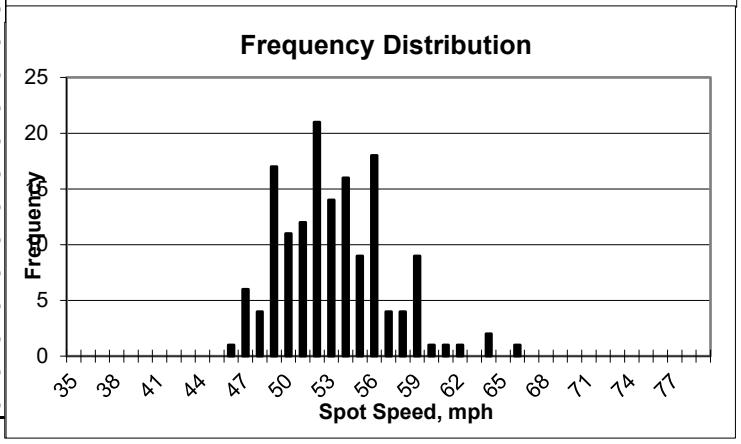
Speed	Frequency	Percent	Cumulative Percent
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	0	0.00%	0.00%
38	0	0.00%	0.00%
39	0	0.00%	0.00%
40	0	0.00%	0.00%
41	0	0.00%	0.00%
42	0	0.00%	0.00%
43	0	0.00%	0.00%
44	0	0.00%	0.00%
45	0	0.00%	0.00%
46	1	0.66%	0.66%
47	6	3.95%	4.61%
48	4	2.63%	7.24%
49	17	11.18%	18.42%
50	11	7.24%	25.66%
51	12	7.89%	33.55%
52	21	13.82%	47.37%
53	14	9.21%	56.58%
54	16	10.53%	67.11%
55	9	5.92%	73.03%
56	18	11.84%	84.87%
57	4	2.63%	87.50%
58	4	2.63%	90.13%
59	9	5.92%	96.05%
60	1	0.66%	96.71%
61	1	0.66%	97.37%
62	1	0.66%	98.03%
63	0	0.00%	98.03%
64	2	1.32%	99.34%
65	0	0.00%	99.34%
66	1	0.66%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	152	100%	

DATA ANALYSIS:

Mean Speed:	53
Standard Deviation:	4
Standard error of the mean:	0.32
50th Percentile:	53
85th Percentile:	57
97th Percentile:	61
10 Mile Pace:	47 to 56
% of Samples in 10-Mile Pace:	84.21%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 156

Street:	Victoria Ave			**From/To:**	Doris Ave / Teal Club Rd		
Survey date:	3/22/2022	**Day:**	Tuesday	**Hours:**	9:50-10:20AM	0	0
Location of survey:	1000' s/o Doris Ave						

SPEED DATA						
50th Percentile Speed (mph)	51				**Existing Speed Zone**	**55 mph**
85th Percentile Speed (mph)	56				**Proposed Speed Zone**	**55 mph**
10 mph Pace Speed (mph)	47	**To**	56		**Justification**	
Percentage of Vehicles in Pace	76.6%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.17
Expected Collision Rate (ACC/MVM)	0.91
TRAFFIC FACTORS	
Average Daily Traffic	42207
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1980
Vertical/Horizontal Alignment	None
Road Width	80'
Parking Restriction	None
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	None
Bicycle lanes/Type	Class Ii
Crosswalks/Type	
Adjacent Land use	Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Victoria Ave
Location: 1000' s/o Doris Ave
Between: Doris Ave / Teal Club Rd

Ref. # 156

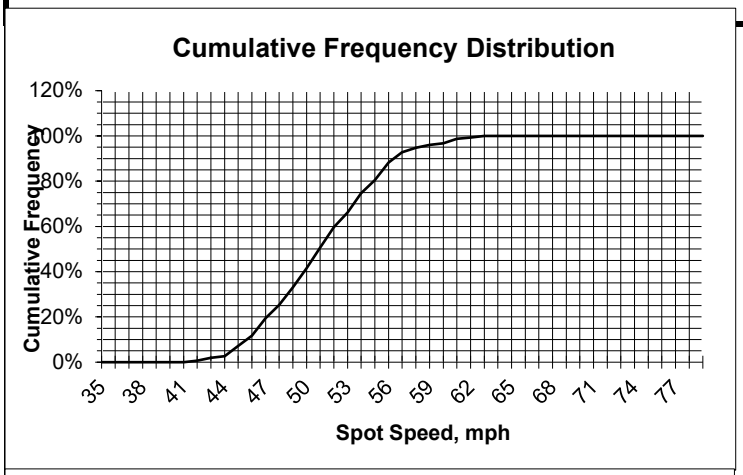
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:50-10:20AM
Recorder: EY
Posted Speed: 55 mph
Remarks:

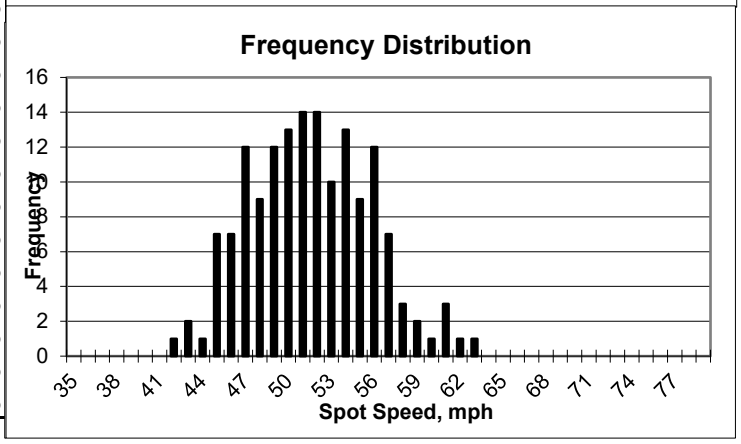
Speed	Frequency	Percent	Cumulative Percent
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	0	0.00%	0.00%
38	0	0.00%	0.00%
39	0	0.00%	0.00%
40	0	0.00%	0.00%
41	0	0.00%	0.00%
42	1	0.65%	0.65%
43	2	1.30%	1.95%
44	1	0.65%	2.60%
45	7	4.55%	7.14%
46	7	4.55%	11.69%
47	12	7.79%	19.48%
48	9	5.84%	25.32%
49	12	7.79%	33.12%
50	13	8.44%	41.56%
51	14	9.09%	50.65%
52	14	9.09%	59.74%
53	10	6.49%	66.23%
54	13	8.44%	74.68%
55	9	5.84%	80.52%
56	12	7.79%	88.31%
57	7	4.55%	92.86%
58	3	1.95%	94.81%
59	2	1.30%	96.10%
60	1	0.65%	96.75%
61	3	1.95%	98.70%
62	1	0.65%	99.35%
63	1	0.65%	100.00%
64	0	0.00%	100.00%
65	0	0.00%	100.00%
66	0	0.00%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	154	100%	

DATA ANALYSIS:

Mean Speed:	52
Standard Deviation:	4
Standard error of the mean:	0.32
50th Percentile:	51
85th Percentile:	56
97th Percentile:	61
10 Mile Pace:	47 to 56
% of Samples in 10-Mile Pace:	76.62%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 157

Street:	Victoria Ave			**From/To:**	Teal Club Rd / Fifth St		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	10:40-11:20AM	0	0
Location of survey:	1000' n/o Fifth St						

SPEED DATA						
50th Percentile Speed (mph)	52				**Existing Speed Zone**	**55 mph**
85th Percentile Speed (mph)	56				**Proposed Speed Zone**	**55 mph**
10 mph Pace Speed (mph)	47	**To**	56		**Justification**	
Percentage of Vehicles in Pace	75.0%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	8
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.46
Expected Collision Rate (ACC/MVM)	0.91

TRAFFIC FACTORS	
Average Daily Traffic	42207
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2000
Vertical/Horizontal Alignment	Vertical
Road Width	80'
Parking Restriction	None
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	None
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Farm Land /Commercial /Air Runway

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Victoria Ave
Location: 1000' n/o Fifth St
Between: Teal Club Rd / Fifth St

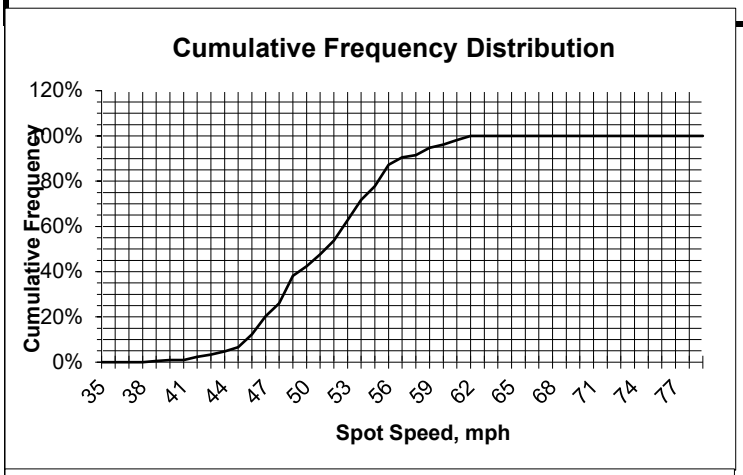
Ref. # 157

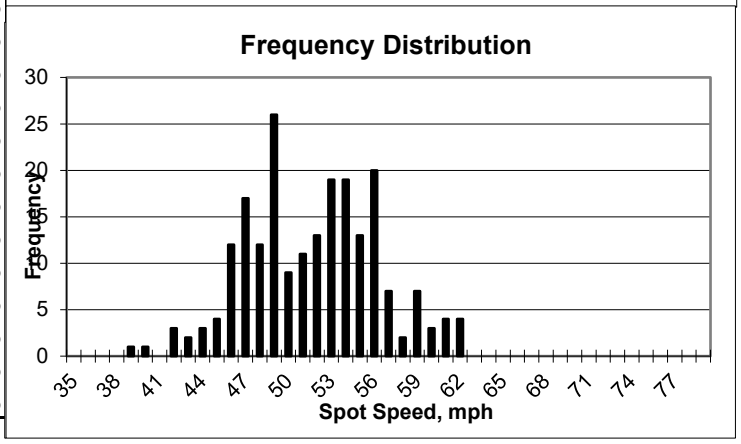
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:40-11:20AM
Recorder: EY
Posted Speed: 55 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	0	0.00%	0.00%
38	0	0.00%	0.00%
39	1	0.47%	0.47%
40	1	0.47%	0.94%
41	0	0.00%	0.94%
42	3	1.42%	2.36%
43	2	0.94%	3.30%
44	3	1.42%	4.72%
45	4	1.89%	6.60%
46	12	5.66%	12.26%
47	17	8.02%	20.28%
48	12	5.66%	25.94%
49	26	12.26%	38.21%
50	9	4.25%	42.45%
51	11	5.19%	47.64%
52	13	6.13%	53.77%
53	19	8.96%	62.74%
54	19	8.96%	71.70%
55	13	6.13%	77.83%
56	20	9.43%	87.26%
57	7	3.30%	90.57%
58	2	0.94%	91.51%
59	7	3.30%	94.81%
60	3	1.42%	96.23%
61	4	1.89%	98.11%
62	4	1.89%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
65	0	0.00%	100.00%
66	0	0.00%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	212	100%	

DATA ANALYSIS:

Mean Speed:	52
Standard Deviation:	5
Standard error of the mean:	0.34
50th Percentile:	52
85th Percentile:	56
97th Percentile:	61
10 Mile Pace:	47 to 56
% of Samples in 10-Mile Pace:	75.00%
Comments:	





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 158

Street:	Victoria Ave			**From/To:**	Fifth St / Wooley Rd		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	11:25-11:55AM	0	0
Location of survey:	at Midpoint						

SPEED DATA

50th Percentile Speed (mph)	48				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	51				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	43	**To**	52		**Justification**	
Percentage of Vehicles in Pace	83.7%					**85th percentile speed**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	7
No. with Speed violations	4
Predominant type	
Collision Rate (ACC/MVM)	0.30
Expected Collision Rate (ACC/MVM)	1.06

TRAFFIC FACTORS

Average Daily Traffic	42207
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	2640
Vertical/Horizontal Alignment	None
Road Width	93'
Parking Restriction	No parking
No. Lanes and Median	3/ direction, Raised
Improvement (SW, C & G)	C&G&SW E/S only
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Farm Land

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Victoria Ave
Location: at Midpoint
Between: Fifth St / Wooley Rd

Ref. # 158

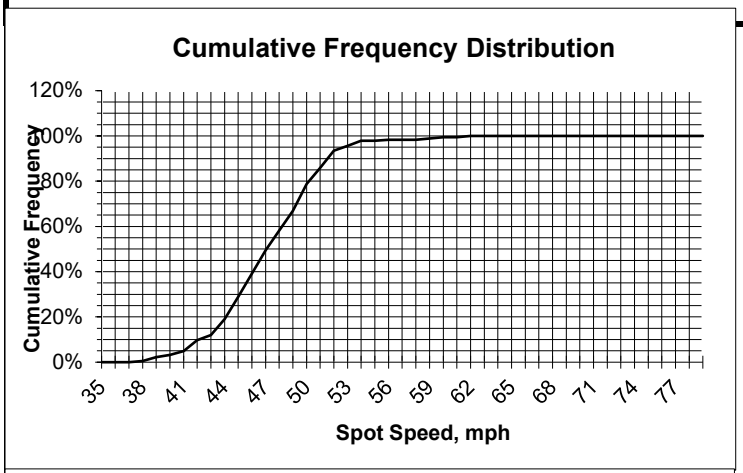
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:25-11:55AM
Recorder: EY
Posted Speed: 50 mph
Remarks:

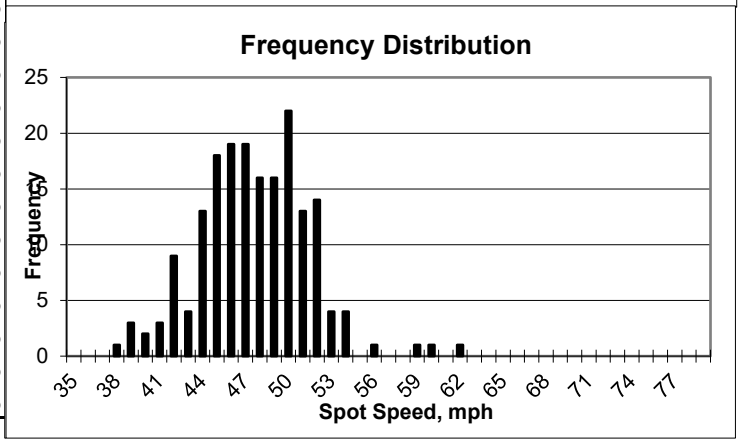
Speed	Frequency	Percent	Cumulative Percent
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	0	0.00%	0.00%
38	1	0.54%	0.54%
39	3	1.63%	2.17%
40	2	1.09%	3.26%
41	3	1.63%	4.89%
42	9	4.89%	9.78%
43	4	2.17%	11.96%
44	13	7.07%	19.02%
45	18	9.78%	28.80%
46	19	10.33%	39.13%
47	19	10.33%	49.46%
48	16	8.70%	58.15%
49	16	8.70%	66.85%
50	22	11.96%	78.80%
51	13	7.07%	85.87%
52	14	7.61%	93.48%
53	4	2.17%	95.65%
54	4	2.17%	97.83%
55	0	0.00%	97.83%
56	1	0.54%	98.37%
57	0	0.00%	98.37%
58	0	0.00%	98.37%
59	1	0.54%	98.91%
60	1	0.54%	99.46%
61	0	0.00%	99.46%
62	1	0.54%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
65	0	0.00%	100.00%
66	0	0.00%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	184	100%	

DATA ANALYSIS:

Mean Speed:	48
Standard Deviation:	4
Standard error of the mean:	0.29
50th Percentile:	48
85th Percentile:	51
97th Percentile:	54
10 Mile Pace:	43 to 52
% of Samples in 10-Mile Pace:	83.70%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 159

Street:	Victoria Ave			**From/To:**	Wooley Rd / Hemlock St		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	10:05-10:35AM	0	0
Location of survey:	at Leeward Way						

SPEED DATA						
50th Percentile Speed (mph)	47				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	52				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	43	**To**	52		**Justification**	
Percentage of Vehicles in Pace	77.6%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	5
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.22
Expected Collision Rate (ACC/MVM)	1.06

TRAFFIC FACTORS	
Average Daily Traffic	33095
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3295
Vertical/Horizontal Alignment	None
Road Width	87'
Parking Restriction	No parking
No. Lanes and Median	3/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Commercial /Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Victoria Ave
Location: at Leeward Way
Between: Wooley Rd / Hemlock St

Ref. # 159

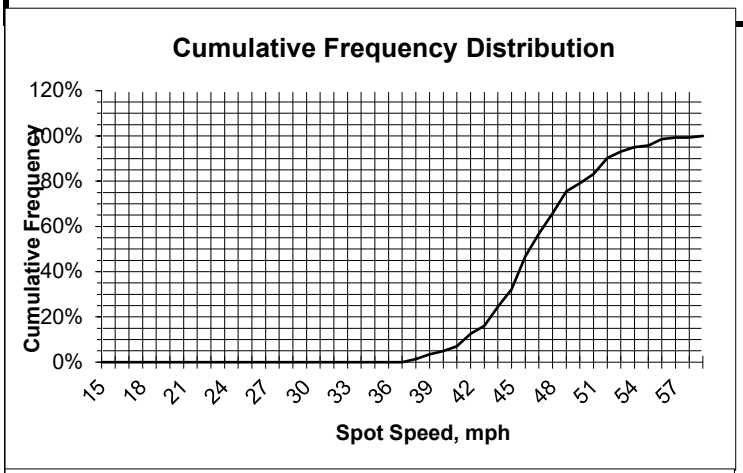
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:05-10:35AM
Recorder: EY
Posted Speed: 50 mph
Remarks:

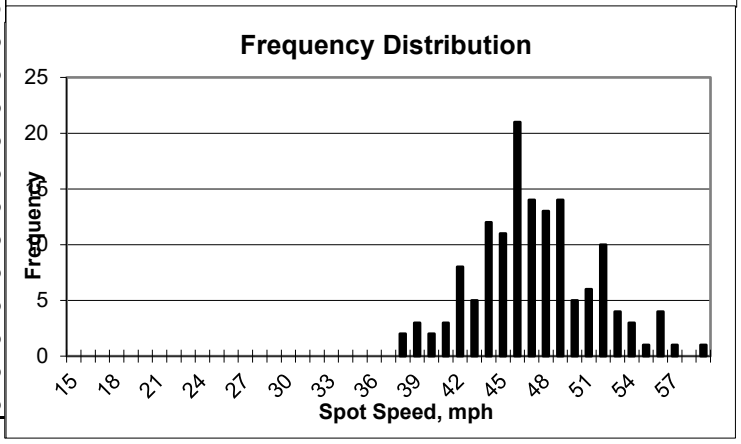
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	0	0.00%	0.00%
38	2	1.40%	1.40%
39	3	2.10%	3.50%
40	2	1.40%	4.90%
41	3	2.10%	6.99%
42	8	5.59%	12.59%
43	5	3.50%	16.08%
44	12	8.39%	24.48%
45	11	7.69%	32.17%
46	21	14.69%	46.85%
47	14	9.79%	56.64%
48	13	9.09%	65.73%
49	14	9.79%	75.52%
50	5	3.50%	79.02%
51	6	4.20%	83.22%
52	10	6.99%	90.21%
53	4	2.80%	93.01%
54	3	2.10%	95.10%
55	1	0.70%	95.80%
56	4	2.80%	98.60%
57	1	0.70%	99.30%
58	0	0.00%	99.30%
59	1	0.70%	100.00%
Total:	143	100%	

DATA ANALYSIS:

Mean Speed:	47
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	47
85th Percentile:	52
97th Percentile:	56
10 Mile Pace:	43 to 52
% of Samples in 10-Mile Pace:	77.62%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 160

Street:	Victoria Ave			**From/To:**	Hemlock St / Curlew Way		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	8:55-9:25AM	0	0
Location of survey:	at Monaco Dr						

SPEED DATA

50th Percentile Speed (mph)	46				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	51				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	42	**To**	51		**Justification**	
Percentage of Vehicles in Pace	82.8%					**85th percentile speed**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.10
Expected Collision Rate (ACC/MVM)	1.06

TRAFFIC FACTORS

Average Daily Traffic	24000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	3855
Vertical/Horizontal Alignment	Vertical (at Channel Islands)
Road Width	93'-82'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	Yes, except Naval Base
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Commercial /Residential /Naval Base

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Victoria Ave
Location: at Monaco Dr
Between: Hemlock St / Curlew Way

Ref. # 160

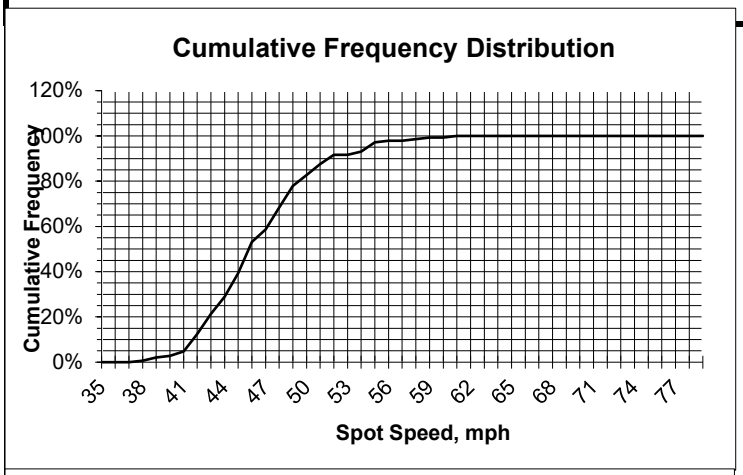
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 8:55-9:25AM
Recorder: EY
Posted Speed: 50 mph
Remarks:

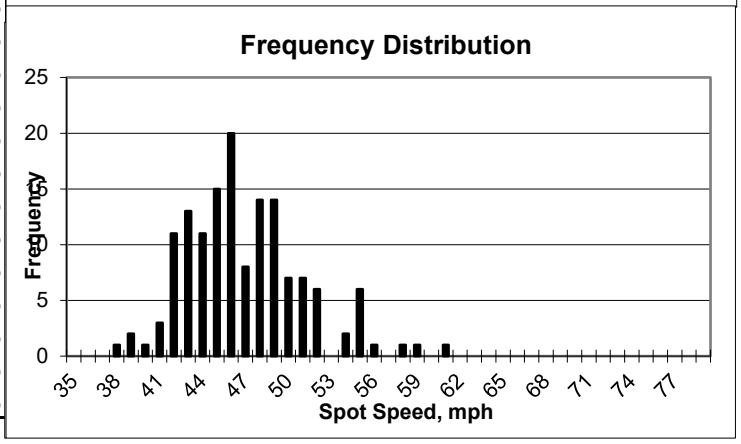
Speed	Frequency	Percent	Cumulative Percent
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	0	0.00%	0.00%
38	1	0.69%	0.69%
39	2	1.38%	2.07%
40	1	0.69%	2.76%
41	3	2.07%	4.83%
42	11	7.59%	12.41%
43	13	8.97%	21.38%
44	11	7.59%	28.97%
45	15	10.34%	39.31%
46	20	13.79%	53.10%
47	8	5.52%	58.62%
48	14	9.66%	68.28%
49	14	9.66%	77.93%
50	7	4.83%	82.76%
51	7	4.83%	87.59%
52	6	4.14%	91.72%
53	0	0.00%	91.72%
54	2	1.38%	93.10%
55	6	4.14%	97.24%
56	1	0.69%	97.93%
57	0	0.00%	97.93%
58	1	0.69%	98.62%
59	1	0.69%	99.31%
60	0	0.00%	99.31%
61	1	0.69%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
65	0	0.00%	100.00%
66	0	0.00%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%
70	0	0.00%	100.00%
71	0	0.00%	100.00%
72	0	0.00%	100.00%
73	0	0.00%	100.00%
74	0	0.00%	100.00%
75	0	0.00%	100.00%
76	0	0.00%	100.00%
77	0	0.00%	100.00%
78	0	0.00%	100.00%
79	0	0.00%	100.00%
Total:	145	100%	

DATA ANALYSIS:

Mean Speed:	47
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	46
85th Percentile:	51
97th Percentile:	55
10 Mile Pace:	42 to 51
% of Samples in 10-Mile Pace:	82.76%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 161

Street:	Victoria Ave			**From/To:**	Curlew Way / Lake Shore Dr		
Survey date:	3/29/2022	**Day:**	Tuesday	**Hours:**	9:30-10:00AM	0	0
Location of survey:	300 ft n/o Murre Way						

SPEED DATA

50th Percentile Speed (mph)	47				**Existing Speed Zone**	**50 mph**
85th Percentile Speed (mph)	51				**Proposed Speed Zone**	**50 mph**
10 mph Pace Speed (mph)	43	**To**	52		**Justification**	
Percentage of Vehicles in Pace	77.7%					**85th percentile speed**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	1.17

TRAFFIC FACTORS

Average Daily Traffic	17000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	3395
Vertical/Horizontal Alignment	Vertical (Merge at Curlew)
Road Width	89'-34'
Parking Restriction	No parking
No. Lanes and Median	2-1/direction, Painted
Improvement (SW, C & G)	None
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Naval Base /Harbor

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Victoria Ave
Location: 300 ft n/o Murre Way
Between: Curlew Way / Lake Shore Dr

Ref. # 161

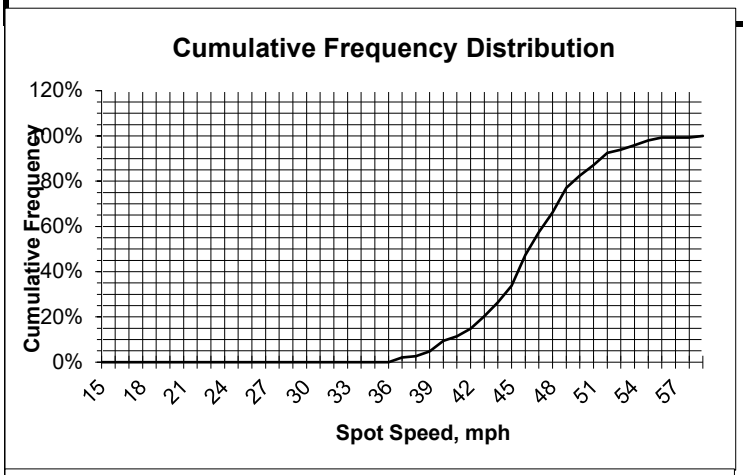
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:30-10:00AM
Recorder: EY
Posted Speed: 50 mph
Remarks:

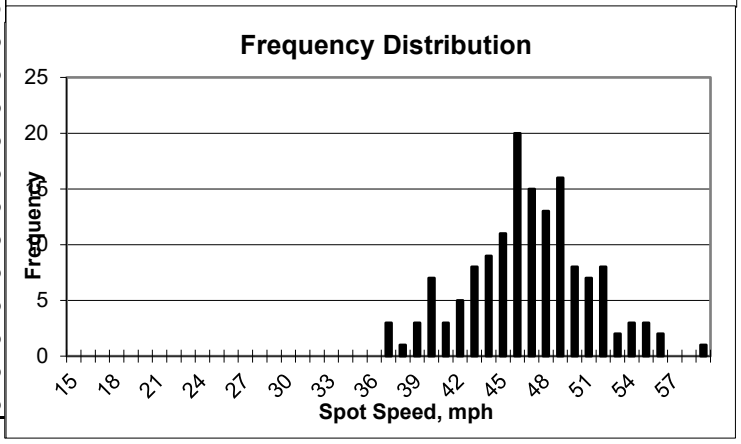
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	3	2.03%	2.03%
38	1	0.68%	2.70%
39	3	2.03%	4.73%
40	7	4.73%	9.46%
41	3	2.03%	11.49%
42	5	3.38%	14.86%
43	8	5.41%	20.27%
44	9	6.08%	26.35%
45	11	7.43%	33.78%
46	20	13.51%	47.30%
47	15	10.14%	57.43%
48	13	8.78%	66.22%
49	16	10.81%	77.03%
50	8	5.41%	82.43%
51	7	4.73%	87.16%
52	8	5.41%	92.57%
53	2	1.35%	93.92%
54	3	2.03%	95.95%
55	3	2.03%	97.97%
56	2	1.35%	99.32%
57	0	0.00%	99.32%
58	0	0.00%	99.32%
59	1	0.68%	100.00%
Total:	148	100%	

DATA ANALYSIS:

Mean Speed:	47
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	47
85th Percentile:	51
97th Percentile:	55
10 Mile Pace:	43 to 52
% of Samples in 10-Mile Pace:	77.70%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 162

Street:	Vineyard Ave			**From/To:**	City Limits / Forest Park		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	9:15-9:35AM	0	0
Location of survey:	300 ft n/o Walnut Dr						

SPEED DATA						
50th Percentile Speed (mph)	44				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	37	**To**	46		**Justification**	
Percentage of Vehicles in Pace	73.2%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.07
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	28785
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2465
Vertical/Horizontal Alignment	None
Road Width	90'
Parking Restriction	No parking W/S only
No. Lanes and Median	2/direction, TWLT
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Schools
Comments	Rio Vista Middle School and Rio Del Mar School, signal controlled crosswalks

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Vineyard Ave
Location: 300 ft n/o Walnut Dr
Between: City Limits / Forest Park

Ref. # 162

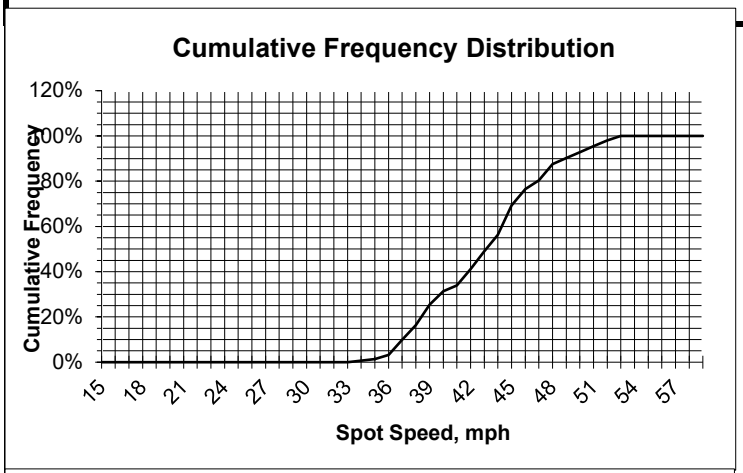
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 9:15-9:35AM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

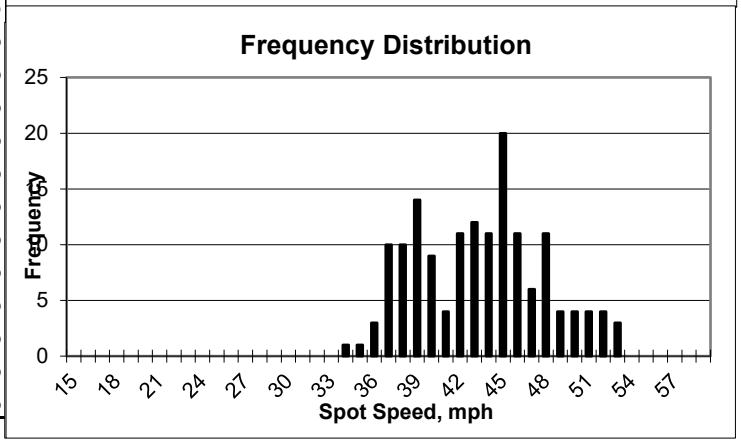
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	1	0.65%	0.65%
35	1	0.65%	1.31%
36	3	1.96%	3.27%
37	10	6.54%	9.80%
38	10	6.54%	16.34%
39	14	9.15%	25.49%
40	9	5.88%	31.37%
41	4	2.61%	33.99%
42	11	7.19%	41.18%
43	12	7.84%	49.02%
44	11	7.19%	56.21%
45	20	13.07%	69.28%
46	11	7.19%	76.47%
47	6	3.92%	80.39%
48	11	7.19%	87.58%
49	4	2.61%	90.20%
50	4	2.61%	92.81%
51	4	2.61%	95.42%
52	4	2.61%	98.04%
53	3	1.96%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	153	100%	

DATA ANALYSIS:

Mean Speed:	43
Standard Deviation:	4
Standard error of the mean:	0.32
50th Percentile:	44
85th Percentile:	48
97th Percentile:	52
10 Mile Pace:	37 to 46
% of Samples in 10-Mile Pace:	73.20%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 163

Street:	Vineyard Ave			**From/To:**	Forest Park / US 101		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	9:40-9:55AM	0	0
Location of survey:	n/o Stroube St						

SPEED DATA						
50th Percentile Speed (mph)	36				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	40				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	31	**To**	40		**Justification**	
Percentage of Vehicles in Pace	72.6%					**CVC 22358.8 (a), keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	10
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.47
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	28785
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3560
Vertical/Horizontal Alignment	None
Road Width	84'
Parking Restriction	Partial
No. Lanes and Median	2/direction, TWLT /Painted /Raised
Improvement (SW, C & G)	C&G&SW partial
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Vineyard Ave
Location: n/o Stroube St
Between: Forest Park / US 101

Ref. # 163

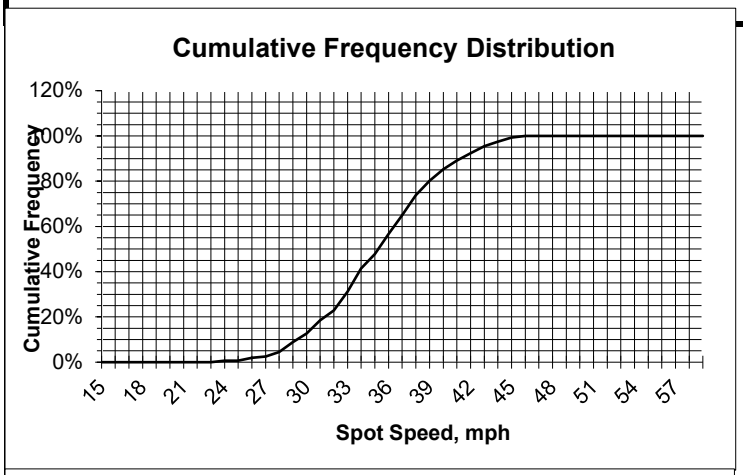
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 9:40-9:55AM
Recorder: EY /AY
Posted Speed: 35 mph
Remarks:

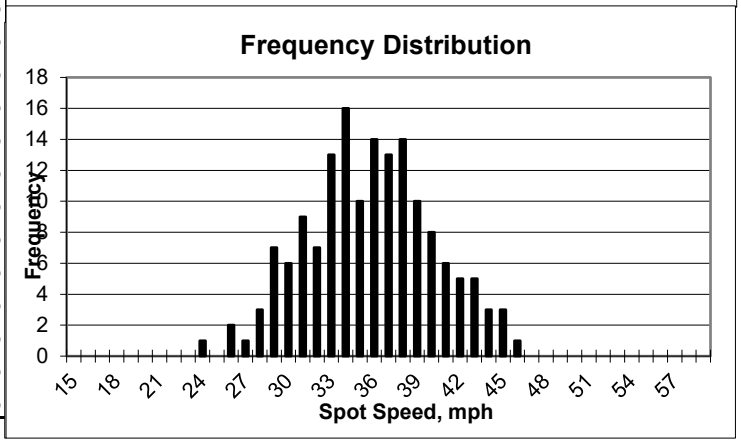
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.64%	0.64%
25	0	0.00%	0.64%
26	2	1.27%	1.91%
27	1	0.64%	2.55%
28	3	1.91%	4.46%
29	7	4.46%	8.92%
30	6	3.82%	12.74%
31	9	5.73%	18.47%
32	7	4.46%	22.93%
33	13	8.28%	31.21%
34	16	10.19%	41.40%
35	10	6.37%	47.77%
36	14	8.92%	56.69%
37	13	8.28%	64.97%
38	14	8.92%	73.89%
39	10	6.37%	80.25%
40	8	5.10%	85.35%
41	6	3.82%	89.17%
42	5	3.18%	92.36%
43	5	3.18%	95.54%
44	3	1.91%	97.45%
45	3	1.91%	99.36%
46	1	0.64%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	157	100%	

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	4
Standard error of the mean:	0.32
50th Percentile:	36
85th Percentile:	40
97th Percentile:	44
10 Mile Pace:	31 to 40
% of Samples in 10-Mile Pace:	72.61%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 164

Street:	Vineyard Ave			**From/To:**	US 101 / Oxnard Blvd		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	10:00-10:20AM	0	0
Location of survey:	200 ft s/o Esplanade Dr						

SPEED DATA

50th Percentile Speed (mph)	36				**Existing Speed Zone**	**35 mph**
85th Percentile Speed (mph)	39				**Proposed Speed Zone**	**35 mph**
10 mph Pace Speed (mph)	30	**To**	39		**Justification**	
Percentage of Vehicles in Pace	82.9%					**CVC 22358.8 (a), keep existing speed limit**

COLLISION HISTORY (2017-2019)

Number of Years	3 years
Total Collisions (Midblock)	20
No. with Speed violations	7
Predominant type	
Collision Rate (ACC/MVM)	0.88
Expected Collision Rate (ACC/MVM)	1.00

TRAFFIC FACTORS

Average Daily Traffic	47115
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS

Segment Length (Feet)	2316
Vertical/Horizontal Alignment	Vertical (Craig /Oxnard)
Road Width	94'
Parking Restriction	None
No. Lanes and Median	3/direction, #1 SB land thrns into Left Pocket, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Vineyard Ave
Location: 200 ft s/o Esplanade Dr
Between: US 101 / Oxnard Blvd

Ref. # 164

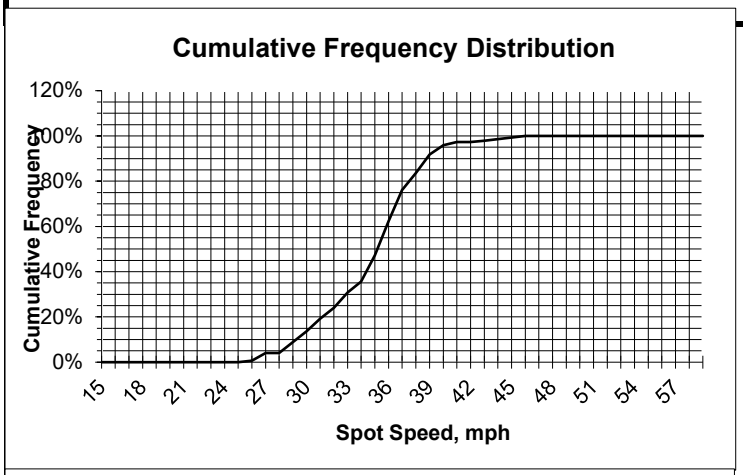
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 10:00-10:20AM
Recorder: EY /AY
Posted Speed: 35 mph
Remarks:

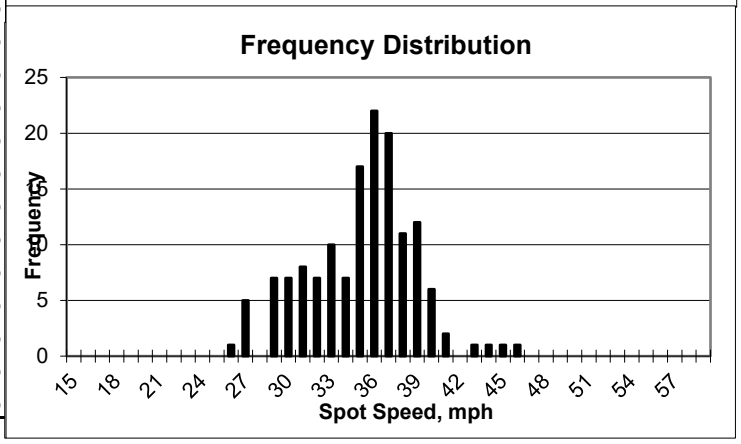
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.68%	0.68%
27	5	3.42%	4.11%
28	0	0.00%	4.11%
29	7	4.79%	8.90%
30	7	4.79%	13.70%
31	8	5.48%	19.18%
32	7	4.79%	23.97%
33	10	6.85%	30.82%
34	7	4.79%	35.62%
35	17	11.64%	47.26%
36	22	15.07%	62.33%
37	20	13.70%	76.03%
38	11	7.53%	83.56%
39	12	8.22%	91.78%
40	6	4.11%	95.89%
41	2	1.37%	97.26%
42	0	0.00%	97.26%
43	1	0.68%	97.95%
44	1	0.68%	98.63%
45	1	0.68%	99.32%
46	1	0.68%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	146	100%	

DATA ANALYSIS:

Mean Speed:	35
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	36
85th Percentile:	39
97th Percentile:	41
10 Mile Pace:	30 to 39
% of Samples in 10-Mile Pace:	82.88%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 165

Street:	Vineyard Ave			**From/To:**	Oxnard Blvd / H St		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	10:25-10:40AM	0	0
Location of survey:	at Heather St						

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	37	**To**	46		**Justification**	
Percentage of Vehicles in Pace	72.5%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	10
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.59
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	26502
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3065
Vertical/Horizontal Alignment	Vertical to Horizontal
Road Width	94'
Parking Restriction	Yes
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Vineyard Ave
Location: at Heather St
Between: Oxnard Blvd / H St

Ref. # 165

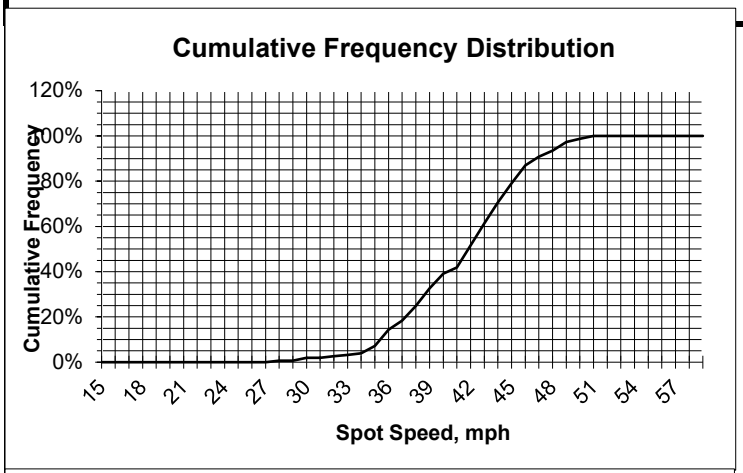
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 10:25-10:40AM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

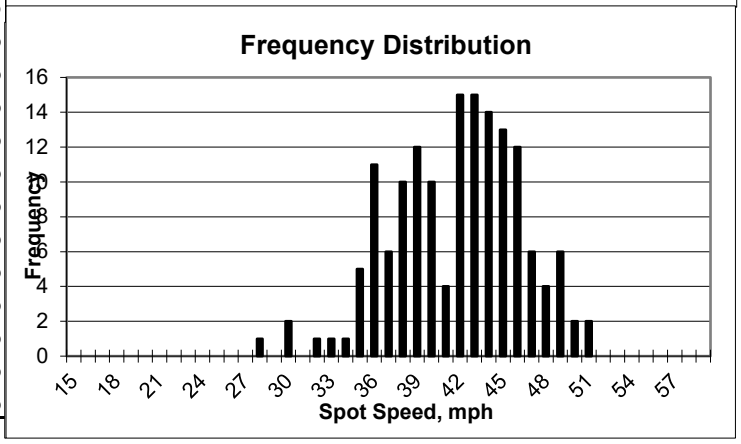
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	0.65%	0.65%
29	0	0.00%	0.65%
30	2	1.31%	1.96%
31	0	0.00%	1.96%
32	1	0.65%	2.61%
33	1	0.65%	3.27%
34	1	0.65%	3.92%
35	5	3.27%	7.19%
36	11	7.19%	14.38%
37	6	3.92%	18.30%
38	10	6.54%	24.84%
39	12	7.84%	32.68%
40	10	6.54%	39.22%
41	4	2.61%	41.83%
42	15	9.80%	51.63%
43	15	9.80%	61.44%
44	14	9.15%	70.59%
45	13	8.50%	79.08%
46	12	7.84%	86.93%
47	6	3.92%	90.85%
48	4	2.61%	93.46%
49	6	3.92%	97.39%
50	2	1.31%	98.69%
51	2	1.31%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	153	100%	

DATA ANALYSIS:

Mean Speed:	42
Standard Deviation:	5
Standard error of the mean:	0.4
50th Percentile:	42
85th Percentile:	46
97th Percentile:	49
10 Mile Pace:	37 to 46
% of Samples in 10-Mile Pace:	72.55%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 166

Street:	Vineyard Ave			**From/To:**	H St / Ventura Rd		
Survey date:	4/22/2022	**Day:**	Friday	**Hours:**	10:50-11:10AM	0	0
Location of survey:	at Kentia St						

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	48				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	39	**To**	48		**Justification**	
Percentage of Vehicles in Pace	76.9%					**CVC 22358.8 (a), keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	22000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2450
Vertical/Horizontal Alignment	None
Road Width	94'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Vineyard Ave
Location: at Kentia St
Between: H St / Ventura Rd

Ref. # 166

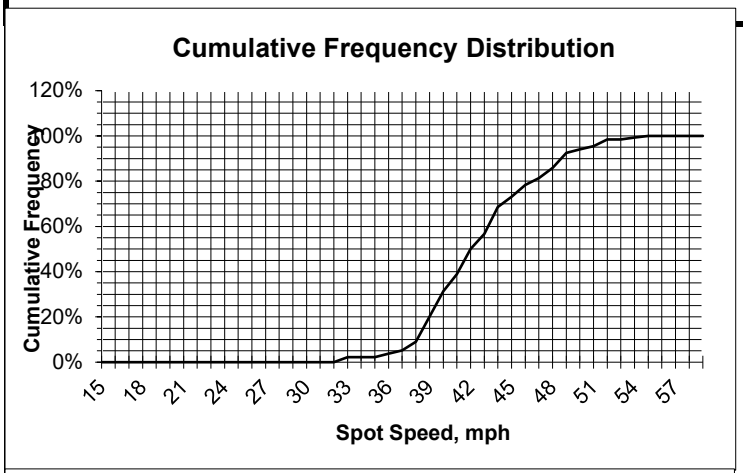
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 10:50-11:10AM
Recorder: EY /AY
Posted Speed: 40 mph
Remarks:

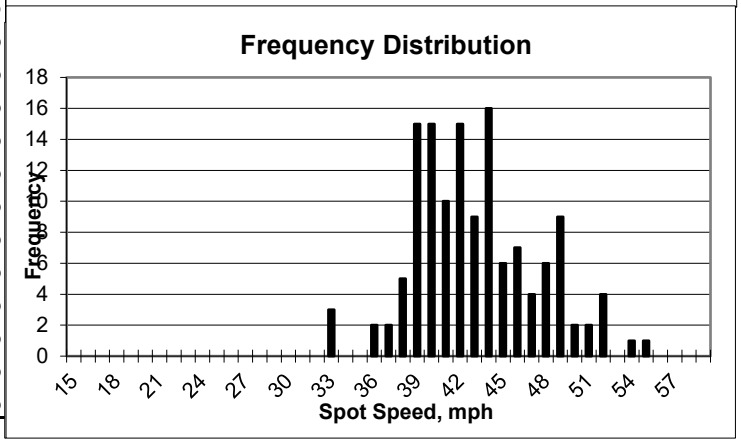
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	3	2.24%	2.24%
34	0	0.00%	2.24%
35	0	0.00%	2.24%
36	2	1.49%	3.73%
37	2	1.49%	5.22%
38	5	3.73%	8.96%
39	15	11.19%	20.15%
40	15	11.19%	31.34%
41	10	7.46%	38.81%
42	15	11.19%	50.00%
43	9	6.72%	56.72%
44	16	11.94%	68.66%
45	6	4.48%	73.13%
46	7	5.22%	78.36%
47	4	2.99%	81.34%
48	6	4.48%	85.82%
49	9	6.72%	92.54%
50	2	1.49%	94.03%
51	2	1.49%	95.52%
52	4	2.99%	98.51%
53	0	0.00%	98.51%
54	1	0.75%	99.25%
55	1	0.75%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	134	100%	

DATA ANALYSIS:

Mean Speed:	43		
Standard Deviation:	4		
Standard error of the mean:	0.35		
50th Percentile:	42		
85th Percentile:	48		
97th Percentile:	52		
10 Mile Pace:	39	to	48
% of Samples in 10-Mile Pace:	76.87%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 167

Street:	Vineyard Ave			**From/To:**	Ventura Rd / Patterson Rd
Survey date:	8/1/2022	**Day:**	Monday	**Hours:**	2:25 -3:26p
Location of survey:	350' w/o Willow Creek Ct				

SPEED DATA						
50th Percentile Speed (mph)	44				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	49				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	38	**To**	47		**Justification**	**CVC 22358.8 (a), sharp horizontal curve,**
Percentage of Vehicles in Pace	74.7%					**Continuation of speed, keep existing speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.41
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	5050
Vertical/Horizontal Alignment	Horizontal (at River Ridge) (Diamond /Pebble Beach)
Road Width	94'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Golf course

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Vineyard Ave
Location: 350' w/o Willow Creek Ct
Between: Ventura Rd / Patterson Rd

Ref. # 167

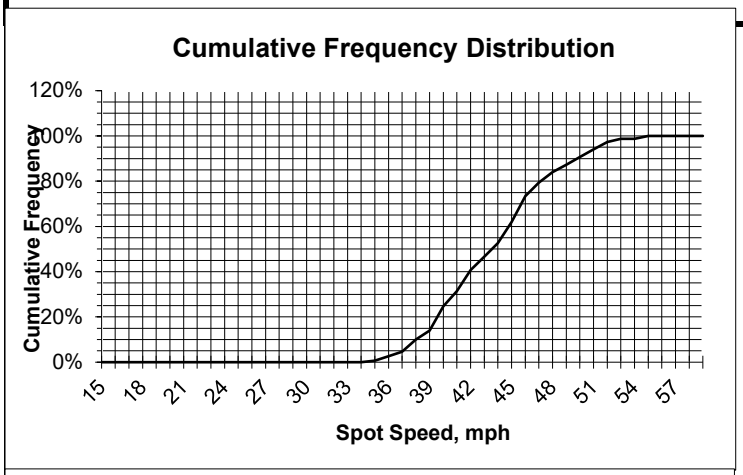
Date: 8/1/2022 **Day:** Monday
Weather: Clear
Hours: 2:25 -3:26p
Recorder: DR
Posted Speed: 40 mph
Remarks:

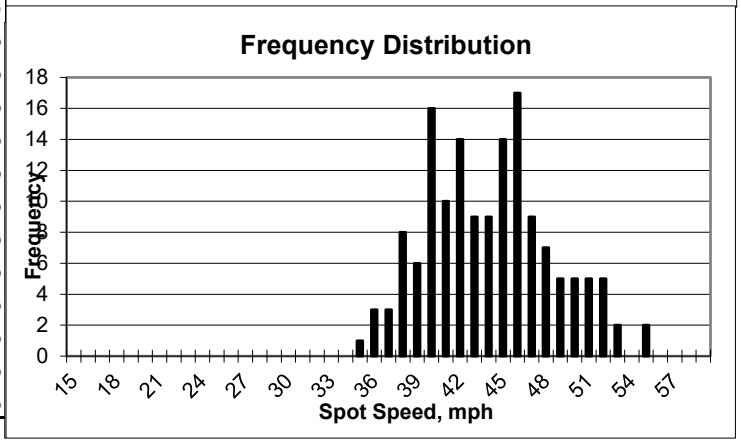
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	1	0.67%	0.67%
36	3	2.00%	2.67%
37	3	2.00%	4.67%
38	8	5.33%	10.00%
39	6	4.00%	14.00%
40	16	10.67%	24.67%
41	10	6.67%	31.33%
42	14	9.33%	40.67%
43	9	6.00%	46.67%
44	9	6.00%	52.67%
45	14	9.33%	62.00%
46	17	11.33%	73.33%
47	9	6.00%	79.33%
48	7	4.67%	84.00%
49	5	3.33%	87.33%
50	5	3.33%	90.67%
51	5	3.33%	94.00%
52	5	3.33%	97.33%
53	2	1.33%	98.67%
54	0	0.00%	98.67%
55	2	1.33%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	150	100%	

DATA ANALYSIS:

Mean Speed:	44		
Standard Deviation:	4		
Standard error of the mean:	0.33		
50th Percentile:	44		
85th Percentile:	49		
97th Percentile:	52		
10 Mile Pace:	38	to	47
% of Samples in 10-Mile Pace:	74.67%		

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 168

Street:	Wooley Rd			**From/To:**	Harbor Blvd / Tradewinds Dr		
Survey date:	3/17/2022	**Day:**	Thursday	**Hours:**	12:25-12:55PM	0	0
Location of survey:	200 ft E of Canal St						

SPEED DATA						
50th Percentile Speed (mph)	40				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	45				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	36	**To**	45		**Justification**	
Percentage of Vehicles in Pace	82.2%					**85th percentile speed**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	0
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.00
Expected Collision Rate (ACC/MVM)	1.17

TRAFFIC FACTORS	
Average Daily Traffic	5000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3105
Vertical/Horizontal Alignment	Horizontal at street widen
Road Width	38'-80'
Parking Restriction	No parking
No. Lanes and Median	1-2 /direction, Paitned /Raised
Improvement (SW, C & G)	C&G all, SW S/S only
Bicycle lanes/Type	Class II E/S of bridge
Crosswalks/Type	
Adjacent Land use	Farm Land /Park

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Wooley Rd
Location: 200 ft E of Canal St
Between: Harbor Blvd / Tradewinds Dr

Ref. # 168

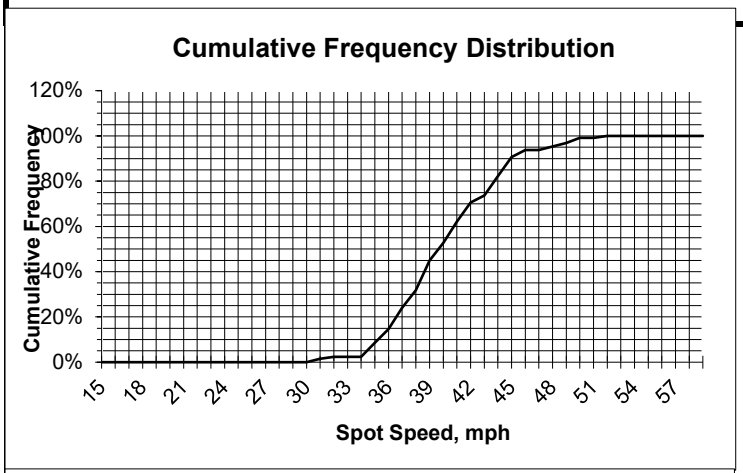
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 12:25-12:55PM
Recorder: EY
Posted Speed: 45 mph
Remarks:

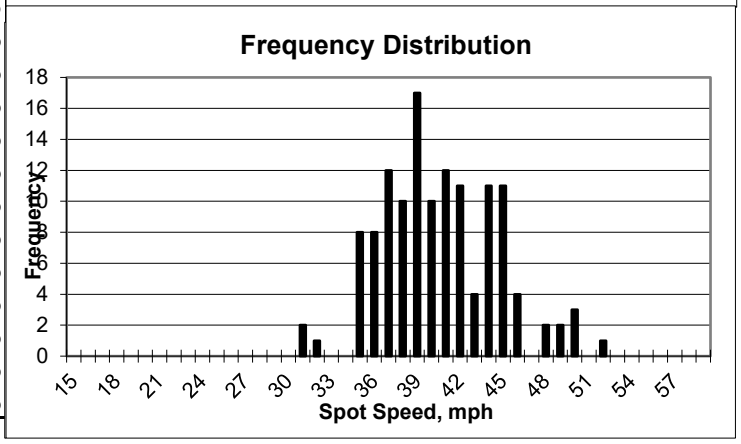
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	2	1.55%	1.55%
32	1	0.78%	2.33%
33	0	0.00%	2.33%
34	0	0.00%	2.33%
35	8	6.20%	8.53%
36	8	6.20%	14.73%
37	12	9.30%	24.03%
38	10	7.75%	31.78%
39	17	13.18%	44.96%
40	10	7.75%	52.71%
41	12	9.30%	62.02%
42	11	8.53%	70.54%
43	4	3.10%	73.64%
44	11	8.53%	82.17%
45	11	8.53%	90.70%
46	4	3.10%	93.80%
47	0	0.00%	93.80%
48	2	1.55%	95.35%
49	2	1.55%	96.90%
50	3	2.33%	99.22%
51	0	0.00%	99.22%
52	1	0.78%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	129	100%	

DATA ANALYSIS:

Mean Speed:	41
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	40
85th Percentile:	45
97th Percentile:	50
10 Mile Pace:	36 to 45
% of Samples in 10-Mile Pace:	82.17%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 169

Street:	Wooley Rd			**From/To:**	Tradewinds Dr / Victoria Ave		
Survey date:	3/17/2022	**Day:**	Thursday	**Hours:**	11:47AM-12:20PM	0	0
Location of survey:	300 ft W of Seabridge Ln						

SPEED DATA						
50th Percentile Speed (mph)	46				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	50				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	41	**To**	50		**Justification**	
Percentage of Vehicles in Pace	75.6%					**CVC 22358.8 (a), keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	2
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.66
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	7000
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2085
Vertical/Horizontal Alignment	Horizontal (at Victoria)
Road Width	80'
Parking Restriction	No parking
No. Lanes and Median	2/ direction, Raised
Improvement (SW, C & G)	C&G all, SW S/S only
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Farm Land /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Wooley Rd
Location: 300 ft W of Seabridge Ln
Between: Tradewinds Dr / Victoria Ave

Ref. # 169

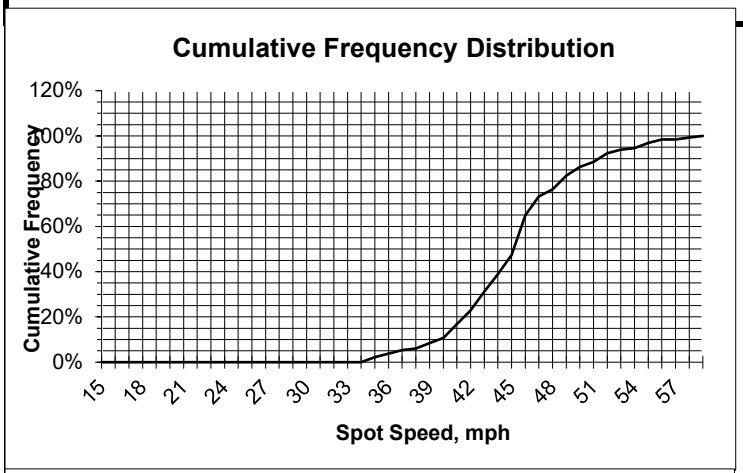
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 11:47AM-12:20PM
Recorder: EY
Posted Speed: 45 mph
Remarks:

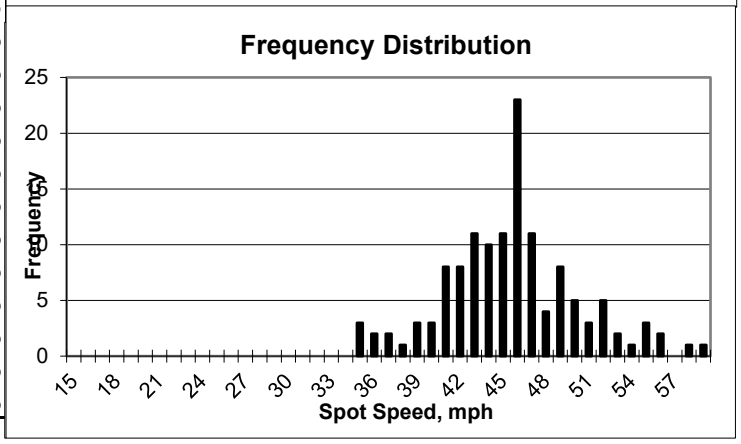
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	3	2.29%	2.29%
36	2	1.53%	3.82%
37	2	1.53%	5.34%
38	1	0.76%	6.11%
39	3	2.29%	8.40%
40	3	2.29%	10.69%
41	8	6.11%	16.79%
42	8	6.11%	22.90%
43	11	8.40%	31.30%
44	10	7.63%	38.93%
45	11	8.40%	47.33%
46	23	17.56%	64.89%
47	11	8.40%	73.28%
48	4	3.05%	76.34%
49	8	6.11%	82.44%
50	5	3.82%	86.26%
51	3	2.29%	88.55%
52	5	3.82%	92.37%
53	2	1.53%	93.89%
54	1	0.76%	94.66%
55	3	2.29%	96.95%
56	2	1.53%	98.47%
57	0	0.00%	98.47%
58	1	0.76%	99.24%
59	1	0.76%	100.00%
Total:	131	100%	

DATA ANALYSIS:

Mean Speed:	46
Standard Deviation:	5
Standard error of the mean:	0.44
50th Percentile:	46
85th Percentile:	50
97th Percentile:	56
10 Mile Pace:	41 to 50
% of Samples in 10-Mile Pace:	75.57%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 170

Street:	Wooley Rd			**From/To:**	Victoria Ave / Patterson Rd		
Survey date:	3/17/2022	**Day:**	Thursday	**Hours:**	11:13-11:43AM	0	0
Location of survey:	200 ft W of Offshore St						

SPEED DATA						
50th Percentile Speed (mph)	46				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	50				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	42	**To**	51		**Justification**	
Percentage of Vehicles in Pace	76.2%					**CVC 22358.8 (a), keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.08
Expected Collision Rate (ACC/MVM)	0.90
TRAFFIC FACTORS	
Average Daily Traffic	14364
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3985
Vertical/Horizontal Alignment	Horizontal (Windward /Patterson)
Road Width	95'
Parking Restriction	No parking
No. Lanes and Median	2/direction, Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Wooley Rd
Location: 200 ft W of Offshore St
Between: Victoria Ave / Patterson Rd

Ref. # 170

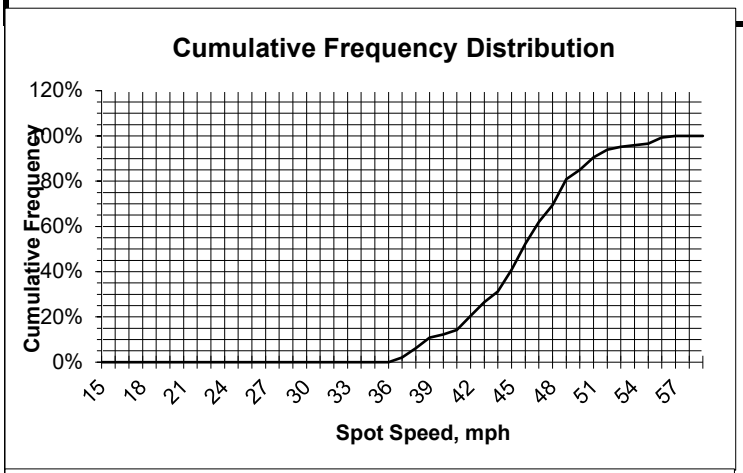
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 11:13-11:43AM
Recorder: EY
Posted Speed: 45 mph
Remarks:

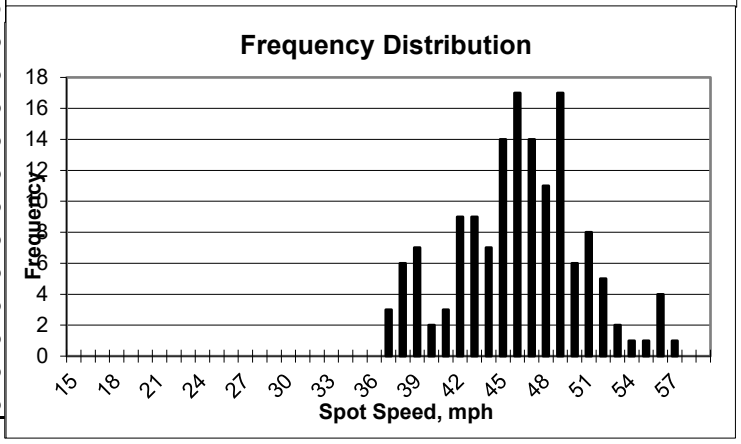
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	0	0.00%	0.00%
36	0	0.00%	0.00%
37	3	2.04%	2.04%
38	6	4.08%	6.12%
39	7	4.76%	10.88%
40	2	1.36%	12.24%
41	3	2.04%	14.29%
42	9	6.12%	20.41%
43	9	6.12%	26.53%
44	7	4.76%	31.29%
45	14	9.52%	40.82%
46	17	11.56%	52.38%
47	14	9.52%	61.90%
48	11	7.48%	69.39%
49	17	11.56%	80.95%
50	6	4.08%	85.03%
51	8	5.44%	90.48%
52	5	3.40%	93.88%
53	2	1.36%	95.24%
54	1	0.68%	95.92%
55	1	0.68%	96.60%
56	4	2.72%	99.32%
57	1	0.68%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	147	100%	

DATA ANALYSIS:

Mean Speed:	46
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	46
85th Percentile:	50
97th Percentile:	56
10 Mile Pace:	42 to 51
% of Samples in 10-Mile Pace:	76.19%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 171

Street:	Wooley Rd			**From/To:**	Patterson Rd / Ventura Rd		
Survey date:	3/17/2022	**Day:**	Thursday	**Hours:**	10:40-11:10AM	0	0
Location of survey:	200 ft E of Novato Dr						

SPEED DATA						
50th Percentile Speed (mph)	46				**Existing Speed Zone**	**45 mph**
85th Percentile Speed (mph)	51				**Proposed Speed Zone**	**45 mph**
10 mph Pace Speed (mph)	41	**To**	50		**Justification**	
Percentage of Vehicles in Pace	74.2%					**CVC 22358.8 (a), keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.08
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	14364
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	3985
Vertical/Horizontal Alignment	Horizontal (road split to RR median) (at Ventura)
Road Width	95'-122'
Parking Restriction	No parking
No. Lanes and Median	2/direction, RR median
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential /Commercial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Wooley Rd
Location: 200 ft E of Novato Dr
Between: Patterson Rd / Ventura Rd

Ref. # 171

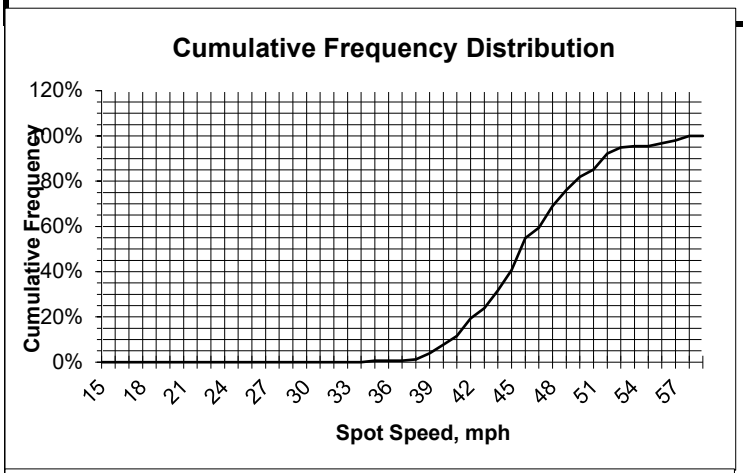
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 10:40-11:10AM
Recorder: EY
Posted Speed: 45 mph
Remarks:

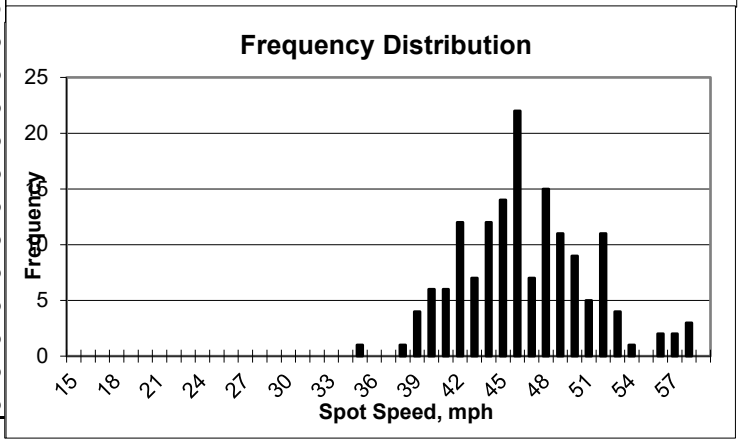
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	1	0.65%	0.65%
36	0	0.00%	0.65%
37	0	0.00%	0.65%
38	1	0.65%	1.29%
39	4	2.58%	3.87%
40	6	3.87%	7.74%
41	6	3.87%	11.61%
42	12	7.74%	19.35%
43	7	4.52%	23.87%
44	12	7.74%	31.61%
45	14	9.03%	40.65%
46	22	14.19%	54.84%
47	7	4.52%	59.35%
48	15	9.68%	69.03%
49	11	7.10%	76.13%
50	9	5.81%	81.94%
51	5	3.23%	85.16%
52	11	7.10%	92.26%
53	4	2.58%	94.84%
54	1	0.65%	95.48%
55	0	0.00%	95.48%
56	2	1.29%	96.77%
57	2	1.29%	98.06%
58	3	1.94%	100.00%
59	0	0.00%	100.00%
Total:	155	100%	

DATA ANALYSIS:

Mean Speed:	47
Standard Deviation:	4
Standard error of the mean:	0.32
50th Percentile:	46
85th Percentile:	51
97th Percentile:	57
10 Mile Pace:	41 to 50
% of Samples in 10-Mile Pace:	74.19%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 172

Street:	Wooley Rd			**From/To:**	Ventura Rd / H St		
Survey date:	4/14/2022	**Day:**	Thursday	**Hours:**	12:10-12:25PM	0	0
Location of survey:	at K St						

SPEED DATA						
50th Percentile Speed (mph)	41				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	45				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	37	**To**	46		**Justification**	
Percentage of Vehicles in Pace	82.7%					**CVC 22358.8 (a), keep existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	4
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.38
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	22171
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2280
Vertical/Horizontal Alignment	None
Road Width	120'
Parking Restriction	Diagonal parking allowed at I St/ H St
No. Lanes and Median	2/direction, RR median
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Residential

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Wooley Rd
Location: at K St
Between: Ventura Rd / H St

Ref. # 172

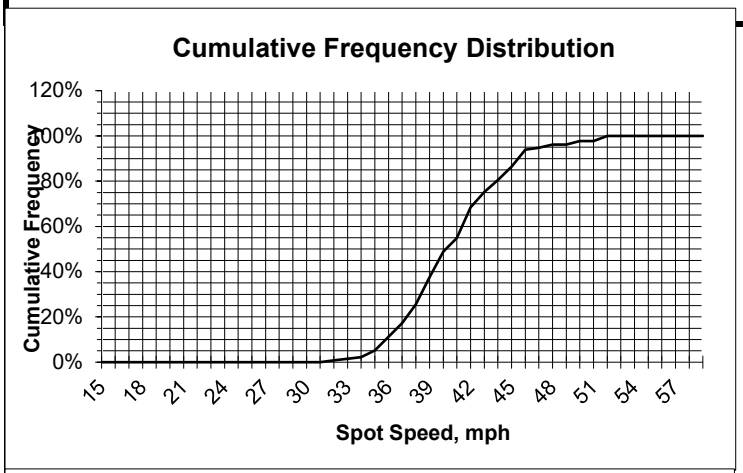
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 12:10-12:25PM
Recorder: EY / AY
Posted Speed: 40 mph
Remarks:

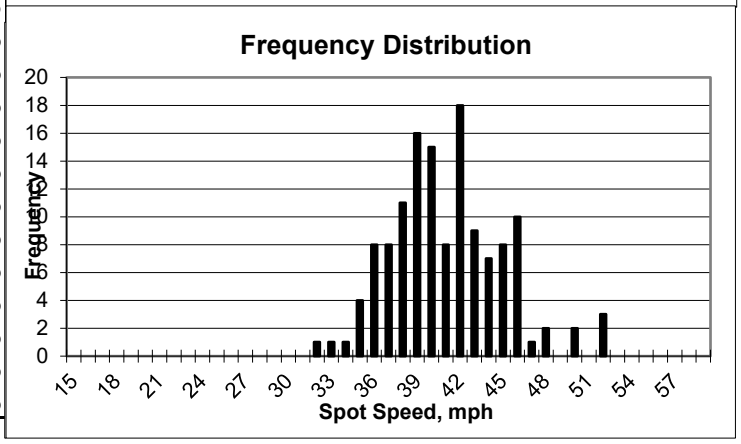
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	1	0.75%	0.75%
33	1	0.75%	1.50%
34	1	0.75%	2.26%
35	4	3.01%	5.26%
36	8	6.02%	11.28%
37	8	6.02%	17.29%
38	11	8.27%	25.56%
39	16	12.03%	37.59%
40	15	11.28%	48.87%
41	8	6.02%	54.89%
42	18	13.53%	68.42%
43	9	6.77%	75.19%
44	7	5.26%	80.45%
45	8	6.02%	86.47%
46	10	7.52%	93.98%
47	1	0.75%	94.74%
48	2	1.50%	96.24%
49	0	0.00%	96.24%
50	2	1.50%	97.74%
51	0	0.00%	97.74%
52	3	2.26%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	133	100%	

DATA ANALYSIS:

Mean Speed:	41
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	41
85th Percentile:	45
97th Percentile:	50
10 Mile Pace:	37 to 46
% of Samples in 10-Mile Pace:	82.71%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 173

Street:	Wooley Rd			**From/To:**	E St / Oxnard Blvd		
Survey date:	3/17/2022	**Day:**	Thursday	**Hours:**	10:07-10:37AM	0	0
Location of survey:	200 ft E of C St						

SPEED DATA						
50th Percentile Speed (mph)	40				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	45				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	36	**To**	45		**Justification**	**CVC 22358.8 (a), school safety, keep existing**
Percentage of Vehicles in Pace	84.2%					**speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	3
No. with Speed violations	2
Predominant type	
Collision Rate (ACC/MVM)	0.35
Expected Collision Rate (ACC/MVM)	1.00
TRAFFIC FACTORS	
Average Daily Traffic	22171
Traffic Control Type	Traffic signal
ROADWAY CHARACTERISTICS	
Segment Length (Feet)	1880
Vertical/Horizontal Alignment	Horizontal (at Oxnard)
Road Width	112'
Parking Restriction	No parking
No. Lanes and Median	3/WB, 2/EB, RR median
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	Controlled school crosswalk
Adjacent Land use	Industrial /School

Comments Driffill Elm School RRFB and Signal controlled crosswalk

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Wooley Rd
Location: 200 ft E of C St
Between: E St / Oxnard Blvd

Ref. # 173

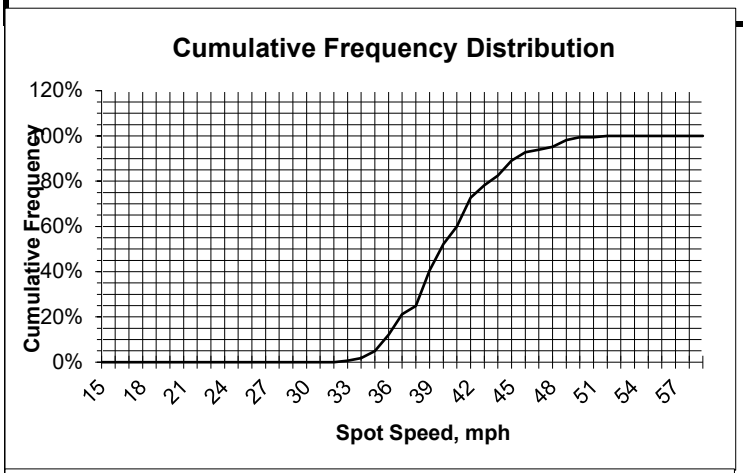
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 10:07-10:37AM
Recorder: EY
Posted Speed: 40 mph
Remarks:

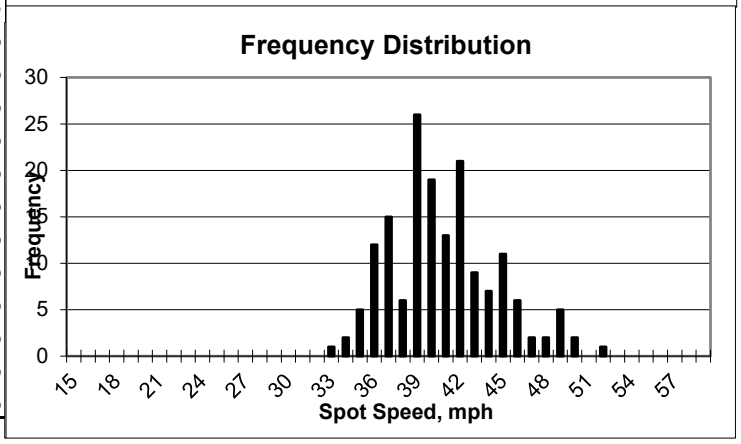
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	1	0.61%	0.61%
34	2	1.21%	1.82%
35	5	3.03%	4.85%
36	12	7.27%	12.12%
37	15	9.09%	21.21%
38	6	3.64%	24.85%
39	26	15.76%	40.61%
40	19	11.52%	52.12%
41	13	7.88%	60.00%
42	21	12.73%	72.73%
43	9	5.45%	78.18%
44	7	4.24%	82.42%
45	11	6.67%	89.09%
46	6	3.64%	92.73%
47	2	1.21%	93.94%
48	2	1.21%	95.15%
49	5	3.03%	98.18%
50	2	1.21%	99.39%
51	0	0.00%	99.39%
52	1	0.61%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	165	100%	

DATA ANALYSIS:

Mean Speed:	41
Standard Deviation:	4
Standard error of the mean:	0.31
50th Percentile:	40
85th Percentile:	45
97th Percentile:	49
10 Mile Pace:	36 to 45
% of Samples in 10-Mile Pace:	84.24%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 174

Street:	Wooley Rd			**From/To:**	Oxnard Blvd / Richmond Ave		
Survey date:	3/17/2022	**Day:**	Thursday	**Hours:**	9:35-10:05AM	0	0
Location of survey:	at Factory Ln						

SPEED DATA						
50th Percentile Speed (mph)	42				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	46				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	36	**To**	45		**Justification**	**CVC 22358.8 (a), railroad crossing, keep**
Percentage of Vehicles in Pace	74.4%					**existing speed limit**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	5
No. with Speed violations	1
Predominant type	
Collision Rate (ACC/MVM)	0.62
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	14296
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2720
Vertical/Horizontal Alignment	Horizontal (at Richmond)
Road Width	53'
Parking Restriction	No parking
No. Lanes and Median	2/direction, TWLT
Improvement (SW, C & G)	C&G&SW N/S, C&G W/S
Bicycle lanes/Type	None
Crosswalks/Type	
Adjacent Land use	Industrial

Comments Multiple RR crossings

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Wooley Rd
Location: at Factory Ln
Between: Oxnard Blvd / Richmond Ave

Ref. # 174

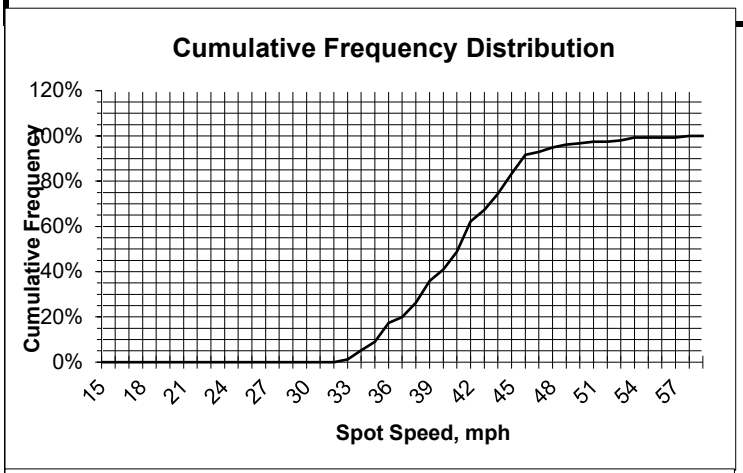
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 9:35-10:05AM
Recorder: EY
Posted Speed: 40 mph
Remarks:

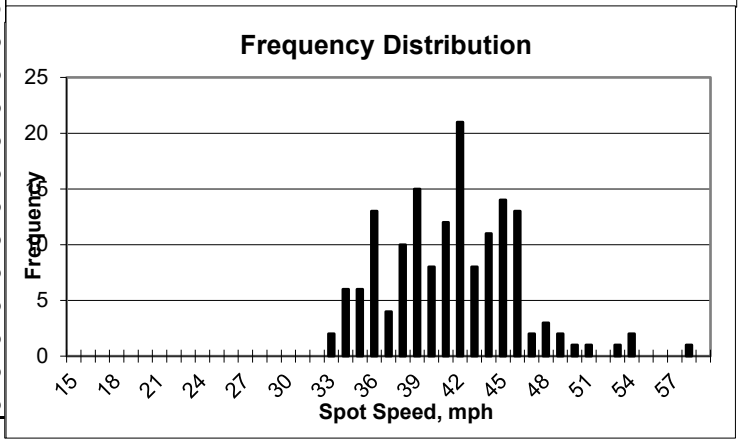
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	2	1.28%	1.28%
34	6	3.85%	5.13%
35	6	3.85%	8.97%
36	13	8.33%	17.31%
37	4	2.56%	19.87%
38	10	6.41%	26.28%
39	15	9.62%	35.90%
40	8	5.13%	41.03%
41	12	7.69%	48.72%
42	21	13.46%	62.18%
43	8	5.13%	67.31%
44	11	7.05%	74.36%
45	14	8.97%	83.33%
46	13	8.33%	91.67%
47	2	1.28%	92.95%
48	3	1.92%	94.87%
49	2	1.28%	96.15%
50	1	0.64%	96.79%
51	1	0.64%	97.44%
52	0	0.00%	97.44%
53	1	0.64%	98.08%
54	2	1.28%	99.36%
55	0	0.00%	99.36%
56	0	0.00%	99.36%
57	0	0.00%	99.36%
58	1	0.64%	100.00%
59	0	0.00%	100.00%
Total:	156	100%	

DATA ANALYSIS:

Mean Speed:	41
Standard Deviation:	5
Standard error of the mean:	0.4
50th Percentile:	42
85th Percentile:	46
97th Percentile:	51
10 Mile Pace:	36 to 45
% of Samples in 10-Mile Pace:	74.36%

Comments:





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CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 175

Street:	Wooley Rd			**From/To:**	Richmond Ave / Rose Ave		
Survey date:	3/17/2022	**Day:**	Thursday	**Hours:**	9:00-9:30AM	0	0
Location of survey:	at 1135 Wooley Rd						

SPEED DATA						
50th Percentile Speed (mph)	39				**Existing Speed Zone**	**40 mph**
85th Percentile Speed (mph)	44				**Proposed Speed Zone**	**40 mph**
10 mph Pace Speed (mph)	35	**To**	44		**Justification**	
Percentage of Vehicles in Pace	83.1%					**CVC 22358.6**

COLLISION HISTORY (2017-2019)	
Number of Years	3 years
Total Collisions (Midblock)	1
No. with Speed violations	0
Predominant type	
Collision Rate (ACC/MVM)	0.13
Expected Collision Rate (ACC/MVM)	0.90

TRAFFIC FACTORS	
Average Daily Traffic	14296
Traffic Control Type	Traffic signal

ROADWAY CHARACTERISTICS	
Segment Length (Feet)	2595
Vertical/Horizontal Alignment	Horizontal (Richmond /Pacific)
Road Width	93'
Parking Restriction	No parking
No. Lanes and Median	2/direction, TWLT /Raised
Improvement (SW, C & G)	Yes
Bicycle lanes/Type	Class II
Crosswalks/Type	
Adjacent Land use	Industrial

Comments

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Wooley Rd
Location: at 1135 Wooley Rd
Between: Richmond Ave / Rose Ave

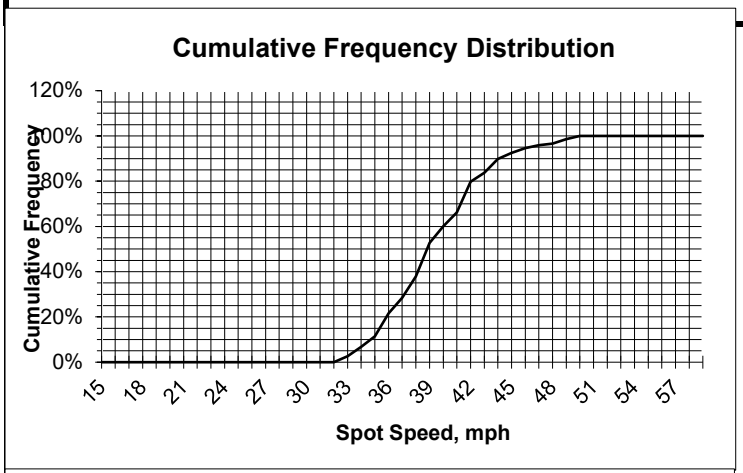
Ref. # 175

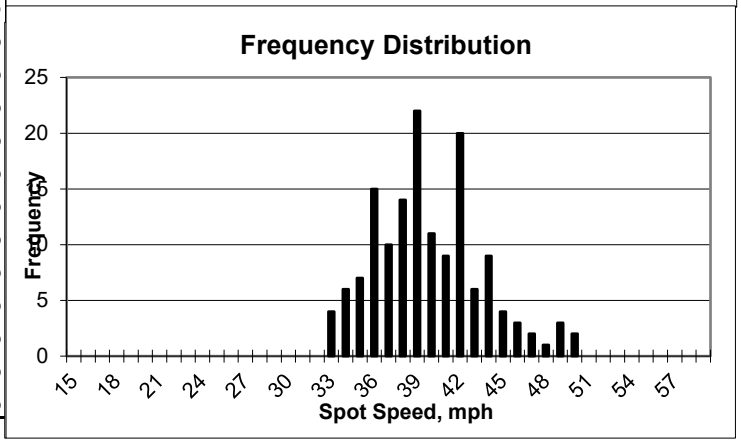
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 9:00-9:30AM
Recorder: EY
Posted Speed: 40 mph
Remarks:

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	4	2.70%	2.70%
34	6	4.05%	6.76%
35	7	4.73%	11.49%
36	15	10.14%	21.62%
37	10	6.76%	28.38%
38	14	9.46%	37.84%
39	22	14.86%	52.70%
40	11	7.43%	60.14%
41	9	6.08%	66.22%
42	20	13.51%	79.73%
43	6	4.05%	83.78%
44	9	6.08%	89.86%
45	4	2.70%	92.57%
46	3	2.03%	94.59%
47	2	1.35%	95.95%
48	1	0.68%	96.62%
49	3	2.03%	98.65%
50	2	1.35%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	148	100%	

DATA ANALYSIS:

Mean Speed:	40
Standard Deviation:	4
Standard error of the mean:	0.33
50th Percentile:	39
85th Percentile:	44
97th Percentile:	49
10 Mile Pace:	35 to 44
% of Samples in 10-Mile Pace:	83.11%
Comments:	





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Radar Device Certification
(Kustom Falcon HR)

KUSTOM SIGNALS, INC.

1010 WEST CHESTNUT, PO BOX 947 CHANUTE, KS 66720-0947

CERTIFICATE OF ACCURACY

This is to certify that on the 3 day of June, 2021 the instrument below was tested and meets the manufacturer's specifications.

Manufacturer: KUSTOM SIGNALS, INC.

Model Falcon HR

Serial Number:

Transmitter Frequency Measured

Indicator FH 13695 24.130 GHz

(Frequency tolerance allowed: K-Band 24.025 - 24.225 GHz, Ka-Band 35.400 - 35.600 GHz)

MPH X KM/H ____ KNOTS ____ ____

Calibration Speed	Speed Registered
35	35
50	50
65	65

FREQUENCIES CHECKED USING: HEWLETT PACKARD FREQUENCY COUNTER MODEL NO. 5352B SERIAL NO. 2816A00487

The instrument(s) used to certify the accuracy of the above radar has been calibrated within the previous year and is traceable to the National Institute of Standards and Technology.

Calibration performed by Technician [signature]

Calibration verified by: Kevin J. Unrein

FCC license number: PG-17-21280

Expiration date: NO EXPIRATION DATE

Subscribed and sworn to me this 3 day of June, 2021

PAUL D. WENGER
Notary Public - State of Kansas
My Appt. Expires 7/14/22

[signature]
NOTARY PUBLIC

006-0727-00 Rev. 7

KUSTOM SIGNALS INC

1010 W CHESTNUT/P.O. BOX 947
CHANUTE, KANSAS 66720-0947
620/431-2700 FAX 620/431-4922
SINCE 1965

June 6, 2022

LSY ENTERPRISE INC
26032 LAGUNA CT
VALENCIA, CA 91355

RE: Kustom Signals – FALCON HR – FH13352
This radar unit and associated antennas were certified as meeting all applicable industry and government specifications at the factory on 9/4/2020, prior to shipment. These certifications were done on a new unit.

We do not keep copies of original certificates for radar units.

Regards,

John E. Woods
Customer Service

PAUL D. WENGER
Notary Public - State of Kansas
My Appt. Expires 7/19/22

Notary _____

Recommended Speed Limits
2022 Engineering and Traffic Survey (E&TS)

City Council
November 1, 2022

Tatiana Arnaout, P.E.
City Council

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council:

1. Receive and comment on the 2022 speed limit survey results on 49 streets (175 roadway segments) in the City of Oxnard; and
2. Approve introduction of the 2022 Speed Limit Ordinance for the first reading by title only waiving further reading of the ordinance amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code.

BACKGROUND

Speed Limit Laws:

1. Basic Speed (safe speed for current conditions)
2. Prima Facie Speed (residential street: 25 mph)
3. Maximum Speed (55 mph/2 lanes, 65 mph/3+ lane roadways)

Why Establish Speed Limit:

1. Requirement by state law
2. Effective speed enforcement tool for police (radar)
3. Facilitate orderly traffic movement (environment)

Procedure(s):

1. California Vehicle Code(CVC) Section 627
2. California-Manual on Uniform Traffic Control Devices (CA-MUTCD)
3. Engineering and Traffic Survey (E&TS)

Assembly Bill(AB) 43

- Approved last October 2021, enactive as of January 2022
- Legislation that aims to reform 85th percentile state speed limit law
- Carves out exceptions to rules for setting speed limits

How does AB 43 differentiate from previous standards?

- Gives local authorities more choices when it comes to setting limits (maintains the existing speed limit)
- Requires agencies to consider factors besides a speed survey, such as **safety** concerns (particularly affecting vulnerable road users, ped/bike)

Speed Limit Establishment Factors:

- Spot speed data
  - 85th percentile speed
- Collision rates
  - Mid block collisions in Oxnard
  - 2019 Crash Data on California State Highways
- Roadway characteristics
  - School, parks, bike, and school crossing

DISCUSSION

CITY OF OXNARD
ENGINEERING AND TRAFFIC SURVEY

ID: 4

Street:	Bard Road			**From/To:**	J St / Saviers Rd	
Survey date:	3/8/2022	**Day:**	Tuesday	**Hours:**	9:50-10:20 AM	
Location of survey:	200 ft E of F St					
SPEED DATA						
50th Percentile Speed (mph)	32				**Existing Speed Zone**	**30 mph**
85th Percentile Speed (mph)	37				**Proposed Speed Zone**	**30 mph**
10 mph Pace Speed (mph)	29	To	38		**Justification**	**CVC 22358.8(a), high collision rate, school safety, keep existing speed**
Percentage of Vehicles in Pace	82%					
COLLISION HISTORY (2017-2019)						
Number of Years	3 years					
Total Collisions (Midblock)	4					
No. with Speed violations	2					
Predominant type						
Collision Rate (ACC/MVM)	0.94					
Expected Collision Rate (ACC/MVM)	0.82					
TRAFFIC FACTORS						
Average Daily Traffic	8233					
Traffic Control Type	Traffic signal /Stop sign					
ROADWAY CHARACTERISTICS						
Segment Length (Feet)	2500					
Vertical/Horizontal Alignment	None					
Road Width	60'					
Parking Restriction	None					
No. Lanes and Median	1 /direction /TWLT					
Improvement (SW, C & G)	Yes					
Bicycle lanes/Type	Class II					
Crosswalks/Type	uncontrolled school crosswalk					
Adjacent Land use	Residential /high school					
Comments	Hueneme High/uncontrolled crosswalk					

DISCUSSION

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Bard Road
Location: 200 ft E of F St
Between: J St / Saviers Rd

Ref. # 4

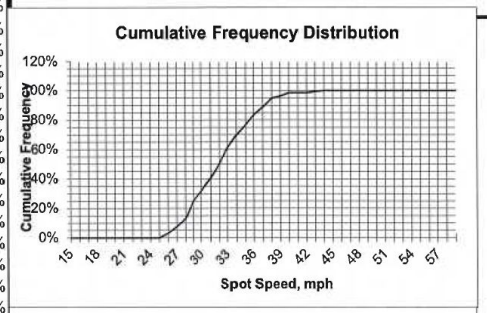
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:50-10:20 AM
Recorder: EY
Posted Speed: 30 mph
Remarks: Hueneme HS

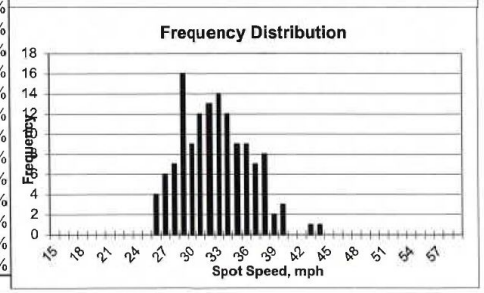
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	4	3.01%	3.01%
27	6	4.51%	7.52%
28	7	5.26%	12.78%
29	16	12.03%	24.81%
30	9	6.77%	31.58%
31	12	9.02%	40.60%
32	13	9.77%	50.38%
33	14	10.53%	60.90%
34	12	9.02%	69.92%
35	9	6.77%	76.69%
36	9	6.77%	83.46%
37	7	5.26%	88.72%
38	8	6.02%	94.74%
39	2	1.50%	96.24%
40	3	2.26%	98.50%
41	0	0.00%	98.50%
42	0	0.00%	98.50%
43	1	0.75%	99.25%
44	1	0.75%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
Total:	133	100%	

DATA ANALYSIS:

Mean Speed:	33
Standard Deviation:	4
Standard error of the mean:	0.35
50th Percentile:	32
85th Percentile:	37
97th Percentile:	40
10 Mile Pace:	29 to 38
% of Samples in 10-Mile Pace:	81.95%

Comments:





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PROPOSED SPEED LIMITS

- Decrease speed limit for 10 roadway segments
- Establish new speed limits for 3 roadway segments
- Current speed limits be re-established for the remaining 162 roadway segments

DECREASED SPEED LIMITS

Decrease Speed Limit

Street	From	To	Posted Speed Limit (mph)	Recommended Speed Limit (mph)
Del Norte Blvd	Fifth St	Camino Del Sol	50	45
Gonzales Rd	Ventura Rd	H St	45	40
Gonzales Rd	H St	Oxnard Blvd	45	40
Hemlock St	Victoria Ave	Patterson Rd	40	35
Lombard St	Gonzales Rd	150 feet n/o of Posada Dr	35	30
Oxnard Blvd	Town Center Dr	Wagon Wheel Rd	50	45
Oxnard Blvd	Wagon Wheel Rd	Vineyard Ave	50	45
Oxnard Blvd	Rose Ave	Channel Islands Overcrossing	55	50
Oxnard Blvd	Channel Islands Overcrossing	Pleasant Valley Rd	60	55
Ventura Blvd	Vineyard Ave	Balboa St	40	35

Establish New Speed Limits

Street	From	To	Posted Speed Limit (mph)	Recommended Speed Limit (mph)
Etting Rd	Pleasant Valley Rd	East City Limit	N/A	30
Fifth St	Rice Ave	Del Norte Blvd	N/A	55
Maulhardt Rd	Dodge Rd	Pleasant Valley Rd	N/A	25

FINANCIAL IMPACT

- The estimated cost for changing and/or adding speed limit signs for the 13 roadway segments is $5,000
- Funds are available in the approved FY 2022-23 Adopted Budget for the Street Division within the General Fund

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.6

DATE: November 1, 2022

TO: City Council

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

SUBJECT: Amendment to Trade Services Agreement A-8171 with Garcia's Landscaping Maintenance Inc. for Landscape and Ballfield Maintenance in Riverpark CFD 5. (20 minutes)

RECOMMENDATION

That the City Council approve and authorize the execution of the First Amendment to Trade Services Agreement No. A-8171 with Garcia's Landscaping Maintenance, Inc. to increase the not to exceed amount from $3,120,435 to $4,300,607 and to extend the term from November 5, 2022 to November 5, 2023 for the performance of Landscape and Ballfield Maintenance in Riverpark CFD 5.

(Public Works and Transportation Committee approved 2-0.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/3MiamqeIdTw

BACKGROUND

The Riverpark Community Facilities District (CFD 5) contains landscape improvements that add value and enhance the aesthetic qualities of the District. All parcels within CFD 5 are assessed for the annual cost of maintenance within the District.

On November 6, 2019, the City and Garcia's Landscape Maintenance, Inc. (Garcia's) entered into the current Agreement for the landscape and ballfield maintenance in CFD 5. The Agreement contains the option to extend the term up to two years. Staff is recommending that the Agreement is extended for only one year to allow staff time to rescope a new agreement that accounts for the impacts of prolonged drought conditions and incorporates new language as recommended by the City's legal counsel. The one year extension will also provide staff with time to prepare the next fiscal year budget that will include increases for landscape services, if necessary.

DISCUSSION

Due to cost increases over the last three years for labor, fuel, irrigation parts, and other landscaping supplies, it was deemed likely by staff that bidding a new agreement could result in a substantial increase in cost to CFD 5. Garcia's has been responsive to the requirements of the Agreement, as well as being responsive to specific issues brought up by the residents. It should be noted that there were five incidents within the past year that services fell short of the standards as defined in the Agreement. Garcia's was monetarily penalized, in accordance with the terms of the Agreement, and staff believes that these issues were a result of labor shortages and had no long term implications.

Staff finds that the landscape in CFD 5 is in good condition and Garcia's has been proactive in replacing plants that have died while under their care. However, with the ongoing drought and the amount of turf in CFD 5, staff anticipates that this contract will need to be amended again once the drought restrictions have ended. There is currently enough flexibility

within the language of this Agreement to ensure that Garcia's crews are able to shift resources to services that are most needed. With this flexibility and the expected increase in cost, staff believes that extending this Agreement offers the residents of CFD 5 the most cost effective option for this fiscal year.

This Amendment extends the term for one more year ending on November 5, 2023. It also increases the annual cost by up to an additional $108,160 for weekend opening, inspecting, and closing of the restrooms. This amount also covers on-call services for trash removal and cleaning of the park reservation areas, both prior to and after each reservation. Since the number of reservations that will occur in CFD 5 are unknown, the maximum number of reservations possible was considered in order to calculate the additional not to exceed contract amount. City Corps has been providing these weekend services and for FY 2021-22 the cost was $6,680. However, City Corps is experiencing staffing issues and staff recommends that these services be provided by Garcia's. When City Corps staff becomes available again, these services will no longer be performed by Garcia's. These services were included in the original 2019 bid from Garcia's, so no addition to the scope of services is required.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The original not to exceed amount of this Agreement with Garcia's was $3,120,435. The Amendment, as recommended by staff, will increase the total not to exceed amount to $4,300,607. This includes the 2% annual increase, as stipulated in the terms of the Agreement, with the additional not to exceed costs for weekend servicing of the restrooms, trash cans, and park bbq reservation areas.

There are sufficient funds available in the adopted CFD 5 FY 2022-23 budget (Fund# 120-60503801) for the anticipated current fiscal year expenditures. Funding for the subsequent fiscal year will be requested in the FY 2023-24 recommended budget.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on October 11, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. First Amendment to Agreement No. A-8171
2. Agreement A-8171
3. Riverpark CFD 5 Map
4. Presentation

Agreement No. A-8171

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Landscape and Ballfield Maintenance Agreement in Riverpark CFD 5 ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Garcia's Landscaping Maintenance Inc. This First Amendment amends the Agreement entered into on November 6th, 2019 by City and Vendor.

City and Vendor agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to November 5th, 2023."

2. The dollar amount in Section 6 of the Cover Page of the Agreement is hereby amended to "$4,300,607."

3. References to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Costs Exhibit- November 2022. The Rates and Costs Exhibit is hereby disincorporated; instead, the Rates and Costs Exhibit- November 2022 is attached hereto and incorporated herein by this reference.

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date
☐Alexander Nguyen, City Manager
☐Jennifer Yates, Purchasing Manager
☐Patricia Garcia, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

GARCIA'S LANDSCAPING AND MAINTENANCE INC.

Pablo Garcia, President Date

Tenley Garcia, Secretary Date

1

2

RATES AND COSTS EXHIBIT- NOVEMBER 2022

Location	Monthly Cost	Contract Total
Landscaping - Year 4 (Nov 2022- Nov 5, 2023)		
Riverpark CFD	$ 59,959	$ 719,504
Riverpark Ballfields	$ 19,102	$ 229,218
Windrow Dog Park	$ 530	$ 6,365
Nature Trail	$ 510	$ 6,120
Future Landscaping	$ 530	$ 6,365
North Detention Basin (Quarterly Service)	$ 2,335	$ 28,017
South Detention Basin (Quarterly Service)	$ 5,202	$ 62,424

Weekend Staff Supplemental (Flat rate per day for two staff 7am-4pm)	$1,040 per day

Agreement No. **A-8171**

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: **November 6, 2019**

(2) Vendor: **Garcia's Landscaping Maintenance Inc.**

(3) Services: **Landscape and Ballfield Maintenance of Riverpark CFD 5**

(4) Schedule of Services: **See Schedule of Services Exhibit, which is attached hereto and incorporated herein**

(5) Agreement Ending Date: **November 5, 2022**

(6) Total Agreement Amount: **$3,120,435**

(7) City's Project Manager: **Jeri Cooper**

(8) Vendor's Project Manager: **Tenley Garcia; 805-479-0168**

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

- ☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

2101 Hughes Drive
Oxnard, CA 93033
Attn: Tenley Garcia, Secretary

FOR CITY:

1060 Pacific Ave, Building 1
Oxnard, CA 93030
Attn: Jeri Cooper, Interim Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Tenley Garcia, Secretary

CITY'S PROJECT MANAGER:

Jeri Cooper, Project Manager

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Schedule of Services Exhibit
- ☒ Living Wage Policy Exhibit
- ☒ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-D)

COUNCIL APPROVED
11-05-2019 K-9
DATE

AGREEMENT FOR TRADE SERVICES

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

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

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

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

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

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

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

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

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

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

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

equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 = 100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect. Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

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

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

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

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

Rosemarie Gaglione, City Public Works Director Date

Julie Phillips, City Special Districts Manager Date

GARCIA'S LANDSCAPING MAINTENANCE INC.

Pablo Garcia, President[2] 9.27.19 Date

Tenley Garcia, Secretary 9/27/19 Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

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CITY OF OXNARD

Tim Flynn 11/5/19

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

Michelle Ascencion 11/6/19

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

APPROVED AS TO FORM:

10-1-19

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

11-4-19

Rosemarie Gaglione, City Public Works Director Date

9-27-19

Julie Phillips, City Special Districts Manager Date

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 10-1-19

Rosemarie Gaglione, City Public Works Director Date

Julie Phillips, City Special Districts Manager Date 9-27-19

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

SCOPE OF SERVICES EXHIBIT

Scope of Service includes the General and Special Provisions as detailed on the following pages.

signatures, both of whom must be managers of the LLC; or for a partnership or limited partnership, the signatures of all partners.

11. **WAGES.** Awarded Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

All bids must be uploaded at https://www.oxnard.org/rfps-and-rfqs/ **GENERAL PROVISIONS**

SECTION 0. GREENBOOK

0-1 INCORPORATION.

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) ("ANSI A300 Pruning Standard") is incorporated herein by this reference.

0-2 NUMBERING OF GENERAL PROVISIONS.

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See "Days" in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See "Work" in Greenbook.

Project Manager – the project manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Change Order – There shall be no classic "change orders" in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor's City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General *[see Greenbook]*.

1-3.2 Common Usage *[see Greenbook]*.

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

Abbreviation	Word or Words
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NEC	National Electric Code
NFPA	National Fire Protection Association

SSS .....State of California Standard Specifications, latest edition, Department of Transportation

SSP ..... State of California Standard Plans, latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General *[see Greenbook].*

1-4.2 Units of Measure and Their Abbreviations *[see Greenbook].*

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].

2-2 ASSIGNMENT.

Greenbook Section 2-2 is not incorporated and is replaced with the following:

"No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General *[see Greenbook].*

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Proposals.
6. Instructions to Bidders.
7. Proposal/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 Submittals *[see Greenbook].*

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

"Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents."

2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items Proposal. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall

not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a registered land surveyor or registered civil engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771."

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers *[see Greenbook].*

2-9.4 Line and Grade *[see Greenbook].*

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections *[additional to the Greenbook].*

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections *[additional to the Greenbook].*

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General *[see Greenbook].*

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements - *4*-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General *[see Greenbook].*

5-1.2 Payment *[see Greenbook].*

5-1.3 Entry by Utility Owners *[additional to the Greenbook].*

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

5-4 RELOCATION.

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

"To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.

2. If the Work is four (4) or more Calendar days late, deduct an amount of $250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.

3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."

CITY OF OXNARD

RIVERPARK CFD 5 BALLFIELD MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	1st Occurrence Warning Only	2nd Occurrence		3rd Occurrence		4th Occurrence	
Infield Maintenance									
Infield Lip and Boarder Maintenance				$100.00		$200.00		$400.00	
Infield Dragging, Painting, Chalking				$200.00		$400.00		$800.00	
Skin Maintenance				$300.00		$600.00		$1,200.00	
Aeration and Topdressing Infields				$200.00		$400.00		$800.00	
Pitcher Mound & Base Maintenance				$100.00		$200.00		$400.00	
Outfield Maintenance									
Topdressing Outfields				$300.00		$600.00		$1,200.00	
Outfield Maintenance & Hole Repair				$200.00		$400.00		$800.00	
Hardscape Maintenance									
Painting Back-boards, Bollards, Curbs				$100.00		$200.00		$400.00	
Opening and Closing Fields				$100.00		$200.00		$400.00	
Gate & Backstop Fencing Repair				$200.00		$400.00		$800.00	
Program Lighting				$100.00		$200.00		$400.00	

Please note, citation is not based upon specific location, it is based upon occurrence each month as a result of monthly inspections and the property is viewed in its total.

Comments:

City Of Oxnard:

Date:

OXNARD

RIVERPARK CFD 5 LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	1st Occurrence Warning Only	2nd Occurrence		3rd Occurrence		4th Occurrence	
Turf									
Mowing, Edging & Trimming				$300.00		$600.00		$1,200.00	
Aeration				$200.00		$400.00		$800.00	
Dethatching				$100.00		$150.00		$200.00	
Overseeding				$300.00		$600.00		$1,200.00	
Removal of grass clippings				$100.00		$150.00		$200.00	
Fertilization									
Turf				$200.00		$400.00		$800.00	
Shrubs, Groundcover, Vines, Trees				$200.00		$400.00		$800.00	
Trash and Debris Removal				$300.00		$600.00		$1,200.00	
Weed Control				$300.00		$600.00		$1,200.00	
Pest Control				$200.00		$400.00		$800.00	
Pruning, Trimming & Staking									
Shrubs, Groundcover, Vines				$200.00		$400.00		$800.00	
Trees				$300.00		$600.00		$1,200.00	
Graffiti				$200.00		$400.00		$800.00	
Irrigation				$200.00		$400.00		$800.00	

Please note, citation is not based upon specific location, it is based upon occurrence each month as a result of monthly inspections and the property is viewed in it's total.

Comments:

City Of Oxnard: Date:

6-3 SUSPENSION OF THE WORK [see Greenbook].

6-3.1 General *[see Greenbook].*

6-3.2 Archeological and Paleontological Discoveries *[see Greenbook].*

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.

Greenbook Section 6-4 is not incorporated.

6-4.1 General.

Greenbook Section 6-4.1 is not incorporated.

6-4.2 Notice to Cure.

Greenbook Section 6-4.2 is not incorporated.

6-4.3 Notice of Termination for Default.

Greenbook Section 6-4.3 is not incorporated.

6-4.4 Responsibilities of the Surety.

Greenbook Section 6-4.4 is not incorporated.

6-4.5 Payment.

Greenbook Section 6-4.5 is not incorporated.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

Greenbook Section 6-5 is not incorporated.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General.

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources."

6-6.2 Extensions of Time.

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

"Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor."

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

"If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request."

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General *[see Greenbook].*

6-7.2 Not Used *[see Greenbook].*

6-7.3 Contract Time Accounting *[see Greenbook].*

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

"Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager's notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor's expense by deducting these amounts from future payments to the Contractor.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed."

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

"Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of $250.

Execution of the Contract shall constitute agreement by the City and Contractor that $250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs."

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General *[see Greenbook].*

7-1.2 Temporary Utility Services *[see Greenbook].*

7-1.3 Crushing and Screening Operations *[see Greenbook].*

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

7-2.1 General *[see Greenbook].*

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq.*, and that this Work is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 Copies of Wage Rates [additional to the Greenbook].

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 Job Site Notices [additional to the Greenbook].

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 Failure to Pay Prevailing Rates [additional to the Greenbook].

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 Apprentices [additional to the Greenbook].

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 Debarment or Suspension [additional to the Greenbook].

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 Payroll Records.

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Calendar Day, or portion thereof, for each worker, until strict

compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR."

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, Work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

7-2.5 Registration with the DIR *[additional to the Greenbook]*.

A Contractor shall not be qualified to Proposal on, be listed in a proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Proposal that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring *[additional to the Greenbook]*.

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses.

7-2.8 Survival *[additional to the Greenbook].*

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-2.9 Living Wage Policy *[additional to the Greenbook].*

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;
- Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
- Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
- Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2019-20, Contractor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage *[additional to the Greenbook].*

A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five (5) people.

7-2.11 Posting Living Wage Policy *[additional to the Greenbook].*

Contractor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

7-2.12 Enforcement of Living Wage Policy *[additional to the Greenbook].*

If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars ($500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he or she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

7-2.13 Amendment of Living Wage Policy *[additional to the Greenbook].*

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 INSURANCE [see Greenbook].

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

"All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference."

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 INDEMNIFICATION [additional to the Greenbook].

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty *[additional to the Greenbook].*

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims,

losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7-4.2 Non-waiver of Rights *[additional to the Greenbook]*.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.3 Waiver of Right of Subrogation *[additional to the Greenbook]*.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival *[additional to the Greenbook]*.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor shall bear all costs for the City's Business License.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the sole responsibility of the Contractor.

7-8.1 General *[see Greenbook].*

7-8.2 Air Pollution Control *[see Greenbook].*

7-8.3 Noise Control *[see Greenbook].*

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials *[see Greenbook].*

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers *[see Greenbook].*

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs) [see Greenbook].

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings

shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Proposal.

7-10 SAFETY.

7-10.1 Access *[additional to the Greenbook].*

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars ($25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic *[additional to the Greenbook].*

7-10.2.1 Traffic Control Plan (TCP) [additional to the Greenbook]

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control

Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 Street Closures, Detours, Barricades [additional to the Greenbook]

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 Haul Routes.

Greenbook Section 7-10.3 is not be incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 **Safety *[see Greenbook].***

7-10.4.1 ***Work Site Safety [see Greenbook].***

7-10.4.1.1 **General *[see Greenbook].***

7-10.4.1.2 **Work Site Safety Official *[see Greenbook].***

7-10.4.2 ***Safety Orders [see Greenbook].***

7-10.4.2.1 **General *[see Greenbook].***

7-10.4.2.2 **Shoring Plan *[see Greenbook].***

7-10.4.2.3 **Payment *[see Greenbook].***

7-10.4.3 ***Use of Explosives [see Greenbook].***

7-10.4.4 ***Hazardous Substances [see Greenbook].***

7-10.4.5 ***Confined Spaces [see Greenbook].***

7-10.4.5.1 **Confined Space Entry Program (CSEP) *[see Greenbook].***

7-10.4.5.2 **Permit-Required Confined Spaces *[see Greenbook].***

7-10.4.5.3 **Payment *[see Greenbook].***

7-10.5 **Security and Protective Devices.**

7-10.5.1 ***General [see Greenbook].***

7-10.5.2 ***Security Fencing [see Greenbook].***

7-10.5.3 ***Steel Plate Covers [see Greenbook].***

7-10.5.4 ***Protection of the Public [additional to the Greenbook].***

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 Emergencies *[additional to the Greenbook]*.

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with Cal/OSHA and federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 Public Notices *[additional to the Greenbook]*.

7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, business, and other areas directed by the Project Manager.

7-10.6.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

7-11 PATENT FEES OR ROYALTIES [see Greenbook].

7-12 ADVERTISING [see Greenbook].

Contractor's vehicle shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 LAWS TO BE OBSERVED [see Greenbook].

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

7-15 RECYCLING OF MATERIALS [additional to the Greenbook].

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information *[additional to the Greenbook].*

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

7-16.2 Information Provided by Contractor *[additional to the Greenbook].*

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions *[additional to the Greenbook].*

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

7-16.4 Enforcement *[additional to the Greenbook].*

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City *[additional to the Greenbook]*.

Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL -- 8-6 BASIS OF PAYMENT.

Greenbook Sections 8-1 through 8.6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General *[see Greenbook]*.

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights *[see Greenbook]*.

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT.

9-3.1 General *[see Greenbook]*.

9-3.2 Partial and Final Payment *[additional to Greenbook]*.

Each month, Contractor shall submit its standard invoice to the City. Attached, Contractor shall submit one (1) Itemized Completed Monthly Maintenance Services Form per district (at the appropriate service level) that is the same or similar to the one on the next page.

Itemized Monthly Completed Maintenance Services Form (Service Level A)

District Name:_____

Turf Maintenance	Date(s) Completed				
Mowing, Edging and Trimming (every week)	_____	_____	_____	_____	_____
Aerate to relieve compaction (3x per year)	_____				
Dethatch (annually)	_____				
Overseed Stressed Areas (bi-annually)	_____				
Fertilization Schedule					
Turf (quarterly)	_____				
Shrubs, Ground Cover, Vines (monthly)	_____				
Trash and Debris Removal					
Entire Area (daily)	_____	_____	_____	_____	_____
Pest Control					
Control and eradication of all plant pests within the landscape (as required)	_____	(mark if completed)			
Weed Control					
Control and eradication of all weeds (daily)	_____	_____			
Pruning and Trimming					
Shrubs, Ground Cover, Vines (weekly)	_____	_____	_____	_____	_____
Trees - maintain all trees in their natural shape to 13.5' above street an 9' above sidewalks monthly	_____	(mark if completed)			
General Site Maintenance					
Restrooms	_____	(mark if completed)			
Play Structures	_____	(mark if completed)			
Exercise Stations	_____	(mark if completed)			
Graffiti (respond within 24 hours of notification)	_____	(mark if completed)			
Irrigation Checks (daily)	_____	_____	_____		
Electrical Checks	_____	_____	_____		

the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed:_____ Date:_____

Itemized Monthly Completed Maintenance Services Form (Service Level B)

District Name:_____

Turf Maintenance	Date(s) Completed				
Mowing, Edging and Trimming (every week)	_____	_____	_____	_____	_____
Aerate to relieve compaction (3x per year)	_____				
Dethatch (annually)	_____				
Overseed Stressed Areas (bi-annually)	_____				
Fertilization Schedule					
Turf (quarterly)	_____				
Shrubs, Ground Cover, Vines (monthly)	_____				
Trash and Debris Removal					
Entire Area (daily)	_____	_____	_____	_____	_____
Pest Control					
Control and eradication of all plant pests within the landscape (as required)	_____	(mark if completed)			
Weed Control					
Control and eradication of all weeds (daily)	_____	_____			
Pruning and Trimming					
Shrubs, Ground Cover, Vines (weekly)	_____	_____	_____	_____	_____
Trees - maintain all trees in their natural shape to 13.5' above street an 9' above sidewalks monthly	_____	(mark if completed)			
General Site Maintenance					
Restrooms	_____	(mark if completed)			
Play Structures	_____	(mark if completed)			
Exercise Stations	_____	(mark if completed)			
Graffiti (respond within 24 hours of notification)	_____	(mark if completed)			
Irrigation Checks (daily)	_____	_____	_____		
Electrical Checks	_____	_____	_____		

the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed:_____ Date:_____

9-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 Payments [additional to the Greenbook].

The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 Delivered Materials *[see Greenbook].*

9-3.4 Mobilization.

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Proposal items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 AUDIT [additional to the Greenbook].

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. ADDITIONAL TERMS *[additional to the Greenbook]*

10-1 LICENSES [additional to the Greenbook].

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard business license at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status,

citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City may notify the Contractor of the receipt of any third-party claim relating to the Project; if so, the City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Work; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit

or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-9 APPLICABLE LAW [additional to the Greenbook].

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

10-10TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such Persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor' employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor and its agents and employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

10-12CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-13THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15CUMULATIVE REMEDIES [additional to the Greenbook].

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City. Additionally, the City Manager, in his or her sole discretion, may renew the Agreement for up to two (2) additional years; if the City Manager chooses to do so, all provisions that apply in the first three (3) years shall apply to the fourth and fifth years. Some provisions may survive the term listed within this Section, as stated in those provisions.

10-17NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to

the addresses listed on the Contractor's Proposal and City Hall, or at such other address as one party may notify the other.

10-18SURVIVAL [additional to the Greenbook].

Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800. LANDSCAPING AND IRRIGATION

800-1LANDSCAPING MATERIALS *[see Greenbook].*

800-1.1 Topsoil *[see Greenbook].*

800-1.1.2 Class "A" Topsoil *[see Greenbook].*

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials *[see Greenbook].*

800-1.2.1 General *[see Greenbook].*

800-1.2.2 Manure *[see Greenbook].*

800-1.2.3 Commercial Fertilizer *[see Greenbook].*

800-1.2.4 Organic Soil Amendment *[see Greenbook].*

800-1.2.5 Mulch *[see Greenbook].*

800-1.3 Seed *[see Greenbook].*

800-1.4 Plants *[see Greenbook].*

800-1.4.1 General *[see Greenbook].*

800-1.4.2 Trees *[see Greenbook],*

800-1.4.3 Shrubs *[see Greenbook].*

800-1.4.4 Flatted Plants *[see Greenbook].*

800-1.4.5 Sod and Stolon (turf grass) *[see Greenbook].*

800-1.4.6 Cuttings *[see Greenbook].*

800-1.5 Headers, Stakes, and Ties.

Greenbook Section 800-1.5 is not incorporated.

800-2IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1General *[see Greenbook].*

801-2EARTHWORK AND TOPSOIL PLACEMENT *[see Greenbook].*

801-2.1 General.

The words "or Class B" shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparation and Conditioning *[see Greenbook].*

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

"Class "C" topsoil shall be scarified and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed."

801-2.2.2 Fertilizing and Conditioning Procedures *[see Greenbook].*

801-2.3 Finish Grading *[see Greenbook].*

801-3HEADER INSTALLATION *[see Greenbook].*

801-4PLANTING *[see Greenbook].*

801-4.1 General *[see Greenbook].*

801-4.2 Protection and Storage *[see Greenbook].*

801-4.3 Layout and Plant Location *[see Greenbook].*

801.4.4 Specimen Planting *[see Greenbook].*

801.4.5 Tree and Shrub Planting *[see Greenbook].*

801-4.6 Plant Staking and Guying *[see Greenbook].*

801.4.6.1 Method "A" Tree Staking *[see Greenbook].*

801.4.6.2 Method "B" Tree Staking *[see Greenbook].*

801-4.6.3 Guying *[see Greenbook].*

801-4.7 Ground Cover and Vine Planting *[see Greenbook].*

801-4.8 Lawn Planting *[see Greenbook].*

801-4.8.1 General *[see Greenbook].*

801-4.8.2 Seed *[see Greenbook].*

801-4.8.3 Sod *[see Greenbook].*

801-4.8.4 Stolon Planting

Greenbook Section 801-4.8.4 is not incorporated.

801-4.9 Erosion Control Planting *[see Greenbook].*

801-4.9.1 General *[see Greenbook].*

801-4.9.2 Straw Stabilization

Greenbook Section 801.4.9.2 is not incorporated.

801-4.9.3 Seeding and Mulching *[see Greenbook].*

801-4.9.4 Sprigging *[see Greenbook].*

801-4.9.5 Watering *[see Greenbook].*

801-5IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6MAINTENANCE AND PLANT ESTABLISHMENT *[see Greenbook].*

801-7MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8PAYMENT

Greenbook Section 801-8 is not incorporated.

SPECIAL PROVISIONS

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF.

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. All in ground boxes will be string-trimmed in a manner that is esthetically pleasing and will minimize lip build-up. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring tine. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Fertilization of turf, planter beds or any other maintenance areas should address plant health, diseases and insect issues.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides. For follow-up pesticide applications, the contractor is to provide a second service date upon completion of the initial application. The fading colorant solution "Market-It Blue", or equal, shall be used in conjunction with all pesticide applications. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. Current standard in Riverpark is to post treatment of park turf areas two (2) days prior to application as notification to residents.

1000-5 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The interior of the irrigation controller and booster pump enclosure shall be cleaned annually.

1000-5-1

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this Proposal. Materials and supplies for the replacement of irrigation may be provided by contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the

Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects Proposal requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period. Irrigation that is deemed to need replacement due to poor or aging infrastructure and not deemed as regular maintenance will be covered under the On-Call Irrigation contact.

1000-5-2
Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

1000-5-3
Contractor will be required to use iCentral or similar product for the control and monitoring of the Riverpark irrigation system. The City will be transitioning to a new system in the coming year.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 TURF WEED CONTROL

Contractor shall keep all turf grass areas weed free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

1000-7 TURF RENOVATION

The Contractor shall renovate all turf areas according to the Service Level listed in the Chart for that particular district. For example, in a district with Service Level A, Contractor shall renovate all bare turf areas within that district two times a year. Warm season turf is to be installed during the months of March and April. Cool season turf is to be installed during the months of March and April or September and October. Any application schedule must be pre-approved by the Project Manager or his or her representative.

1000-7-1
The seeding and mulching operation shall consist of a four step process; seedbed preparation, seeding, mulching, and applying the fertilizer. The last three steps shall be accomplished within 48 hours of starting the seeding operation.

1000-7-2
Seedbed Preparation. The areas to be seeded shall be reasonably smooth and shall conform to the original contours or new contours as shown on the plans before actual seedbed preparation begins. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat line and all loose material raked to the toe and removed.

1000-7-3
All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the project manager before application.

1000-7-4
Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

1000-7-5
The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

1000-7-6
The Contractor shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Contractor.

1000-7-7
An initial turf renovation project will be initiated by the City of Oxnard at the inception of the landscape maintenance contract to remedy any issues within the turf from the previous contractor. This project may be completed by the Contractor or through City staff based on the bid award. Services will include the eradication of weeds in desirable turf areas with a selective herbicide. This will require two broadcast applications and one follow-up spot spray application. All applications will need to be performed at the right rate and usually within 30 days of each application to achieve proper control. Locations to be bid are included in the Additive/Deductive section of the bid sheet.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 GROUNDCOVER PRUNING.

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractor's expense.

2000-3 FERTILIZATION.

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-5 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas. The Contractor shall utilize the "Cappsure It" report system while performing irrigation inspections to report overall all inspections and any problems that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in a "Cappsure It" maintenance report and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

2000-6 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all work meets requirements. City may require that the certified arborist directly supervise any staff completing tree work within Riverpark. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall provide tree maintenance according to the Service Level listed in the Service Level and Frequency of Operation Chart included within this Proposal specification. Service required include but are not limited to prune, shape and structure trees for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs and trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

Annual tree maintenance above and beyond what is in the scope of work and exceeding the listed height requirement will be administered by the City's Tree Contractor.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in "Cappsure It", of all other trees that may need supplemental insect and disease control.

3000-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

3000-6 MULCH

It is estimated that Riverpark utilizes approximately of 2,000 yards of mulch bi-annually to be place in locations throughout the District including but not limited to planter beds, tree wells, medians, etc. The Contractor shall apply 250 yards of mulch every three (3) months. Mulch is to be applied during the Months of February, May, August, and October. Proposal should include the labor cost to put down the mulch. Mulch will be dropped off in locations designated but the Project Manager or his or her representative throughout the property. If mulch is in an area that is not in relation to the area that needs to be mulched, it will be the responsibility to move the necessary amount of mulch to the location of use.

Areas for mulch storage will be designed in accordance with City and County regulations for storage of this type of material. Materials will be provided by the City.

SECTION 4000. RIVERPARK BASEBALL FIELDS

4000-1 GENERAL

The Riverpark Ballfields are managed under a Joint Use Agreement with the El Rio School District. All routine maintenance shall be performed before and after school hours, on weekends and school holidays. Maintenance conducted after school hours will be coordinated with the Project Manager or his or her representative as to not interfere with after school programs. Maintenance performed shall be in compliance with the California School IPM Program Guidebooks which can be accessed online at https://apps.cdpr.ca.gov/schoolipm/managing_pests/guidebook.cfm. Any work deemed to be an emergency must be approved by the Project Manager or his or her representative and approved by the school administration before the Contractor will be allowed to go onto the property and perform the work. School district staff is not authorized to direct or approve work through the Contractor and all work authorizations must be approved by City of Oxnard staff only.

4000-2 PESTICIDE APPLICATION

Contractor shall obtain prior approval from the Project Manager or his or her designee for any pesticide. Approved pesticides shall be applied on days when school is not in session and there are no games or practices scheduled. Irrigation schedules should be adjusted to provide the best results for pesticide applications. Contractor shall adjust mow schedules in accordance with pesticide applications to ensure the best results. All pesticides should be schedule so that the follow-up application lands on days when school is not in session.

4000-3 IRRIGATION MAINTENANCE

Irrigation will be inspected and repaired weekly. Irrigation breaks that are reported to the contractor must be repaired within 48hrs. Watering times and frequency should be checked and adjusted weekly to account for changes in the weather or power issues that can cause irrigation clocks to be off schedule.

4000-4 FIELD PREPARATION

Under the direction of the Project Manager or his or her representative, the Contractor will facilitate all painted and chalk lines on the fields. Every precaution and effort shall be made to prevent field "rain-outs" through preventative irrigation maintenance and close monitoring of the fields and weather conditions. Contractor should adhere to the turf cut and edging height specification of ½" – ¾" to maintain good field conditions. See attached Ballfield Maintenance Schedule for a tentative monthly schedule of field preparation activates.

4000-5 BALLFIELD SCHEDULE OF MAINTENACE

Under the direction of the Project Manager or his or her designee, the Contractor will be provided an annual calendar of when maintenance should be completed at the ballfields.

4000-6 USER GROUPS

The Project Manager or his or her representative will serve as liaison between the Contractor and user groups including but not limited to the school district and baseball leagues.

4000-7 FALL CLEAN UP

Under the direction of the Project Manager or his or her representative, the Contractor will be required to

administer a Fall Clean Up day that will prepare the ballfields and other city maintained areas of school property prior to the first day of instruction. Clean up will include but is not limited to pressure washing common areas, debris removal, blowing off parking lots, etc.

SECTION 5000. GENERAL SITE MAINTENANCE

5000-1 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, leaves, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes curb and gutter areas.

5000-1-1 SERVICE LEVEL A

For Service Level A, Contractor will be require to empty the trash cans three days per week (Monday, Wednesday & Friday) throughout the parks. On weekends, the Contractor will provide 2 supplemental staff members to empty trash cans through-out the parks. A sweep of the parks shall be done when collecting trash from the receptacles to pick up any arrant debris. Extra sweeps throughout the parks for arrant debris only, will be made on Tuesdays and Thursdays. All debris in parks shall be thoroughly removed. Mutt Mitt Stations shall be checked, stocked and trash removed Monday, Wednesday & Friday.

5000-1-2 SERVICE LEVEL B – F

Contractor will be required to remove trash on service days.

5000-1-3 BALLFIELD MAINTENANCE

Contractor will be required to collect and dispose of any debris within the maintenance area while on property. This includes but is not limited to any debris located on the ballfields, planter beds and/or trash receptacles.

5000-2 PARK AMENITIES

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations, restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Contractor will be responsible for maintenance of park amenities including playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers. Restrooms will be maintained through a separate janitorial contract. If Contractor notices any park amenities that need service or repair, they are to be reported to the Project Manager or his or her representative for corrective action It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

5000-2-1 SERVICE LEVEL A

Contractor will be required to open up restrooms first thing in the morning when they arrive on property Monday – Friday. BBQ's within the parks should be checked twice per week on Mondays and Fridays. Cool coals and debris should be disposed of properly. Contractor will be required to clean the BBQ grills, pressure wash picnic pavilions and playground equipment bi-monthly May – October and monthly November – April. Additional pressure washing will be required on the day before and after a major holiday. Tennis and basketball courts are to be pressure washed every March, June, September, and December.

5000-2-2 SERVICE LEVEL B-F

Contractor will be responsible for providing maintenance to aforementioned amenities on service days.

5000-2-3 CENTRAL PARK FOUNTAIN

The Riverpark Central Park Fountain will be maintained and operated by the City and is not included within the scope of this contract. However, any issues with the fountain identified by the Contractor on designated service days are to be reported to the City immediately.

5000-2-4 CENTRAL PARK WALKING PATH

The Contractor is to spread 160 yards of fibar product in the walking path annually during the month of April. The City will provide the contractor with the fibar materials and the Project Manager or his or her representative will coordinate delivery of the product with the Contractor. Contractor will removal all waste and refill all mutt mitt stations in Riverpark on service days. Mutt mitt stations should be checked before the close of business each Friday so they are ready for the weekend and emptied and restocked first thing Monday morning. The City will provide trash and mutt mitt dog bags to the contractor.

5000-3 ELECTRICAL SYSTEM LIGHTING.

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaire, ballast or bulb located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and are not included in this contract. Any electrical hazards should be reported immediately to the Project Manager or his or her representative.

5000-4 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

5000-5 GRAFFITI

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances do we paint over graffiti on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal. Graffiti under 12" x 12" is the responsibility of the contractor and should be removed within 24 hours of notification. The expectation is that the Contractor will utilize maintenance staff that is already on property for the removal of this graffiti and not bring in extra staff for this task.

5000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Proposal. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and

theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

5000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

5000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services. After the inspection, any noted deficiencies will be corrected prior to handing responsibility over to the contractor for that area. For example, if there are broken sprinkler heads, repairs will be made to correct them and the contractor will be responsible for the maintenance after that correction is complete.

Contractor or representative shall be available to perform regular inspections of the assessment district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

5000-9 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

5000-10 TRAFFIC CONTROL.

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless contractor elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. The City to pay for all traffic control permits.

5000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe. Annually, all fencing on property should be pressure washed in January, to remove any webs, plant material and dirt from the fence.

5000-12 DETENTION BASINS.

Contractor shall maintain the detention basin maintenance protocols outlined in the Riverpark Detention Basin Maintenance SOP. This maintenance is to include that staff are properly trained in basin maintenance protocol outlined by the Project Manager or his or her representative. Staff are to perform inspections at specified times of the year and perform routine maintenance outlined in the Basin Maintenance Protocols.

5000-12-1 TRAINING

All staff are to receive proper training from the Project Manager or his or her representatives before any inspections, and maintenance are performed in Riverpark basins and bio-swales. Training to include proper safety protocols, required PPE, proper emergency response, containment procedures, required OSHA procedures, inspection and maintenance techniques.

5000-12-2 INSPECTIONS

The Contractor shall perform a pre, mid and post-season storm inspection with the Project Manager or his or her representative during the month of October, January and April to evaluate the condition of the detention basins and plan any necessary maintenance. The Contractor will also need to perform an inspection of the basins directly after any storm events of 2" or more to evaluate the condition of the basin and plan any necessary maintenance. The Contractor is to notify the Project Manager or his or her staff if any illicit or unauthorized dumping is noted during inspections or site visits.

5000-12-3 MAINTENANCE

5000-12-3-1 MONTHLY MAINTENANCE

Contractor shall perform monthly irrigation checks to make sure that the irrigation is in proper working order.

5000-12-3-2 QUARTERLY MAINTENANCE

Mowing of the basin may be performed in early spring (March/April) after the last rains and again in late fall (October) if necessary. Mowing height should be 12" or higher to provide for maximum filtration of the storm water. Clippings from mowing basin should be left in place as a mulch layer to provide water retention and additional filtration. Contractor shall remove small areas of sediment build-up.

5000-12-3-2 QUARTERLY MAINTENANCE

During the months of January, March/April and October, the Contractor shall inspect vegetative cover on embankments. Repair any bare spots & remove woody vegetation or invasive plant species on embankment, access and bottom areas. Contractor is to also inspect embankment areas for the presence of any animal burrows & fill in any existing burrows. Maintain inlet & channel flow spreaders. Regular removal of any accumulated litter, branches, rocks or other debris.

Pesticide application is to be kept to a minimum. All pesticides are to be pre-approved through the Project Manager or his or her representatives. The contractor is to trim away any plant material from the fence to mitigate encroachment of plant material between public areas. The bottom flat portion of the basin shall be maintained in a way to promote the presence of healthy and robust vegetation going into the winter rainy season. This will help vegetation growth on the basin floor year-round. Drain inlets and the outlet structure should be cleared of vegetation every fall to ensure that flow restrictions do not occur.

5000-13 NATURE TRAIL.

Contractor shall maintain the designated areas of the Nature Trail quarterly for weed control and tree maintenance. Contractor shall perform monthly irrigation checks to make sure that the irrigation is in proper working order. Inspections for litter and debris removal will be done on designated service days.

5000-14 SOFTWARE.
Contractor will be required to utilize the Cappsure program or any program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

Contractor will be required to use iCentral or any program designated by the Project Manager or his or her representative during the term of the contract for control and monitoring the Riverpark irrigation system.

5000-15 DOG PARK
Contractor will provide maintenance to the Windrow Park Dog Park. Project Manager or his or her representative will post signs with closure days, months and times respectively that should be adhered to. Any deviation from the schedule must be approved by the Project Manager or his or her designee prior to any rescheduling of service and must be provided with at least a 48 hour notice to notify residents.

5000-15-1 WEEKLY MAINTENANCE
The Window Park Dog Park will be closed every Thursday from dawn until 12PM for weekly maintenance. Contractor will mow the turf once per week during the Dog Park Closure hours. Weeds in planter beds and tree wells should be addressed. Administer an irrigation check and repair any deficient irrigation so it is in proper working order. Provide a visual check of fencing and obstacle course equipment and notify the Project Manager or his or her representative of any necessary repairs. The Contractor shall unlock the four public entrance gates after maintenance has been completed.

5000-15-2 MONTHLY MAINTENANCE
Contractor shall fertilize planter beds surrounding the dog park monthly. All fertilizer to be used at the dog park is to be a pet friendly fertilizer that is to be pre-approved by the Project Manager or his or her representative before application.

5000-15-3 QUARTERLY MAINTENANCE
Contractor shall pressure wash all dog park agility stations, concrete entry areas and sidewalk directly outside of the dog park, every January, April, July, and October..

5000-15-4 BI-ANNUAL CLOSURE AND MAINTENANCE
Contractor under the direction of the Project Manager or his or her representative, will close down the dog park for a mandatory rest period per the Service Level selected.

5000-15-4-1 SERVICE LEVEL A
Under the direction of the Project Manager or his or her designee, the Contractor will close down the dog park for a three (3) – four (4) week maintenance period every three (3) months in January, March, June, and September. During this closure, turf shall be treated for weeds using a City approved herbicide. Thatch, aerate, re-seed, top dress and fertilize turf to address turf health and any bare areas. Pressure wash all dog agility equipment and concrete areas during the rest period.

5000-15-4-2 SERVICE LEVEL B
Under the direction of the Project Manager or his or her designee, the Contractor will close down the dog park for a three (3) – four (4) week maintenance period every six (6) months in April and October. During this closure, turf shall be treated for weeds using a City approved herbicide. Thatch, aerate, fertilize and top-dress turf to address turf health and any bare areas. Pressure wash all dog agility equipment and concrete areas during the rest period.

5000-15-4-2 SERVICE LEVEL C
No rest periods. Any thatch, aeration, fertilization and top-dress will be done during the

regular maintenance days. Pressure wash all dog agility equipment and concrete areas during regular maintenance days quarterly.

5000-16 STAFFING EXPECTATIONS

Contractor will be required to meet minimum staffing expectations based on the service level Proposal on and awarded within the contract. Minimum staffing expectations may only be deviated from through written consent by the Project Manager or his or her representative.

5000-16-1 SERVICE LEVEL A

Contractor will be required to have a **minimum** staffing level of one (1) full time irrigation technician and twelve (12) full time maintenance workers, including a crew supervisor, on property for eight (8) hours per day, five (5) days per week, Monday – Friday.

5000-16-2 SERVICE LEVEL B

Contractor will be required to have a full time irrigation technician and crew supervisor on property during service days. Staffing levels should reflect the number of staff needed to complete the services required through this contract.

5000-16-3 SERVICE LEVEL C, D AND F

Contractor will be required to have a crew supervisor on property on service days. Contractor will be required to have an irrigation technician available to address deficiencies within a 24 hour time frame but this person does not need to be on property during service days.

5000-16-4 ADDITIONAL STAFFING AND WEEKENDS

Contractor may be asked to provide additional staffing on weekends, holidays or to address additional needs within the property.

5000-16-4-1 WEEKEND STAFFING

Contractor may be required to provide two (2) maintenance staff on weekends and holidays to deal with issues on property including but not limited to opening of restrooms, trash removal, BBQ pit maintenance, maintenance of picnic shelters, mutt mitt station maintenance, and general property oversight. Contractor would be required to have staff on property from 7AM – 4PM to ensure cleanliness of the picnic structures prior to rental and provide maintenance throughout the day. This will be listed in the Proposal sheet as an additive/deductive item and may be elected to be included in the contract.

5000-16-5 STAFF UNIFORMS

Contractor will be required to provide staff uniforms that are uniquely identify them to the work being done in Riverpark. If the Contractor maintains contracts with the HOAs or business within Riverpark, the Contractor will be required to have their staff wearing different uniforms from those being worn by the contracted staff in Riverpark.

SECTION 6000. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET

6000-1 INSTRUCTIONS FOR USE.

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. All pesticide applications must be made with "Mark-It Blue" fading colorant or "Equal" to confirm proper application of pesticides has been performed. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

6000-2 CHEMICALS AND FERTILIZERS.

Contractor, rather than the City, shall apply all chemicals and fertilizers.

6000-3 WEATHER.

Chemical types and applications must be applied based upon the weather conditions.

6000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

6000-5 EXTRA VISITS.

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

6000-6 NUTRIENTS.

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

6000-7 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager or his or her representative for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

7000-1 REPORTS

Contractor will be required to check in on Cappsure It and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) and irrigation tech(s) *might* be required to keep the Cappsure It app active on device for the duration of time while on site. The Contractor will be required to provide tree and plant health inspection report monthly in a "Cappsure It" maintenance report for the entire property. Contractor will provide a monthly report detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the Cappsure It inspection report and feedback provided by the Project Manager or his or her representative. Contractor will provide a Cappsure It report on irrigation deficiencies that were discovered, their repair and any additional irrigation tasks that need to be completed on designated service days. Contractor should provide photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

8000-1 REFUSE DISPOSAL

Contractor will be required to dispose of all green waste within the Oxnard City limits either through drop off at the Del Norte Transfer Station or through a green waste bin at an agreed upon location in Riverpark. The Contractor may be provided a right of use entry to an agreed upon location for storage of such a bin.

8000-1 INCREASES FOR CONSUMER PRICE INDEX (CPI)

The Contractor will be authorized to include a 2% CPI increase for the second and third year of the contract. The increase calculations will be included in the contract total and detailed in the staff report provided to the City Council for approval.

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 5

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 5

Irrigation	Frequency	Level of Service				
		A	B	C	D	F
Inspect and adjust/repair as needed	Daily	X				
	Every two weeks		X			
	Every Third week			X		
	Quarterly				X	
	Respond to complaints					X

Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X

City of Oxnard
Community Facilities District #5 - Riverpark
Community Playfields at the Rio School District Schools
2500 Vineyard Avenue, Oxnard CA
Ballfield Maintenance

All routine maintenance work shall be performed before and after school and on weekends and holidays
All work after school needs to be coordinated with the after-school programming
Regularly inspect turf, plant material and sports equipment on site and notify project manager of any deficiencies, hazards or issues.
The California School IPM Model Program Guidebook shall be followed
All personnel are required to be "live scanned"
Emergency work can only be performed during school hours with permission of the School administration.
Weed abatement and treatment of hardscape, turf and planters on school site are to be maintained at an "A" service level which is indicated in the contract service level document. This is to be performed either manually or with pesticides, under the direction of the project manager.
Graffiti and/or vandalism is to be reported to the project manager right away. Graffiti smaller than 12"x 12" is to be removed right away and any residue is to be cleaned from surface.
Pesticides need to be recommended by a Licensed Pest Control Advisor and approved by the Project Manager.
Where there is an option between two or more pesticides, the safest pesticide will be used and prior approval is required.
ALL pesticides shall be applied on days when school is not in session and there are no games/practices scheduled.
ALL pesticides shall be scheduled so that the follow-up application lands on days when school is not in session.
Where possible we want to move away from traditional pesticides and explore safer organic options.
Irrigation schedules shall be adjusted to accommodate pesticide applications.
Mow schedule shall be adjusted to accommodate pesticide applications and sports programs.
Painted and chalked lines are to be placed at the project manager's direction.
Irrigation will be inspected and repaired weekly and adjusted weekly to account for changes in weather.
Loose trash shall be picked on school site before each mow service.

Rio del Mar Elementary School Softball Fields

November/December

Outfield turf

Apply pesticide to remove Kikuyu grass from Hybrid Bermudagrass
Apply pesticide to remove Poa Annua from Hybrid Bermudagrass
Aerify with hollow core tines. Pick up and dispose of cores. Do not mulch cores.
Apply a fine dark organic amendment over entire turf area. Apply during Thanksgiving break in school.
Apply preventative fungicide to Hybrid Bermudagrass to address brown patch fungus

Hardscape

Apply pesticide to address any weeds in hardscape areas and along fence lines

November/December

Prep infields

Level and add a total of 80 yards of infield mix (Gail Materials Pro Gold Infield Mix-no substitute) as needed to provide adequate drainage to prevent puddling. If infield mix is added it must be tilled in to a depth of 3" to incorporate and prevent "layering" of material.
Add 45-60 (50lb) bags of infield conditioner (Gail Materials Playball Premium CC Infield Conditioner or equal) to each field and drag into infield mix. Infield mix must not be dry when dragging. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom or blower will be acceptable.

Roll infields with vibratory roller to provide consistent compaction. This will need to be performed 3-4 times. Please note, roller to be supplied by the contractor.

Inspect home plate and replace if needed. Install new home plate to league regulations. Regrade home plate after installation to shed water.

Re-roll infields with vibratory roller

Verticut Turf edges to eliminate areas raised from accumulation of infield mix. Apply fine organic amendment to edges after verticutting turf.

Spray pesticide on infield turf edges to straighten lines

Apply Ronstar G Herbicide at the recommended rate to control Annual Bluegrass.

Irrigation

Set up irrigation schedules for infield irrigation to water every night after games.

Set up irrigation schedules for infield irrigation to flood infields on Sundays.

Facilities

Check electrical outlets on backstops at fields 1 and 2 for operation. Breakers are located in electrical enclosure behind concession building. All electrical issues must be reported to the Project Manager immediately. Any repairs will be handled outside of the scope of this contract.

Check "pipe gates" at entrances to east parking lot for operation and condition of paint. Contractor to paint the gates Safety Yellow every November. Touch up paint as needed, paint supplied by the City. All gate repairs must be reported to the Project Manager immediately. Any repairs will be handled outside the scope of this contract.

Check backstop fencing, gates and hardware for damage and missing hardware. Report any concerns to the Project Manager or his or her representative. Contractor to also check condition of wood backstops and report any damage to the City. Contractor is to make any necessary repairs to backstops, including replacing and repainting backstops. City is to provide all renovation materials.

January-July

Contractor is to monitor the condition of the play fields very closely during the season to avoid irrigation breaks and unsafe conditions that might cause rain-outs. The contractor is to check the fields first thing in the morning during the season for any broken irrigation or hazardous field conditions. If there are holes in the turf, the contractor is to fill the holes with wash plaster sand. If there is water on the infield due to either broken irrigation or rain and the field is salvageable for games, then the contractor is to make every effort to avoid game cancellations. If water is on fields, the contractor is to apply and drag a drying agent, Diamond Pro- Game Saver, or equal to the infield until dry. The contractor is to repair the irrigation right away so that the infield will not be negatively affected from the irrigation break or issue. In general, the contractor is to work closely with project manager when determining if the field is playable for games. Ultimately the project manager will make the determination if the fields will be playable for games.

Mow every Sunday with reel type mower @ 1/2"-3/4".

Paint outfield lines/coaches boxes every Monday. Use fold-a-goal spray cans or equivalent. Use whatever means necessary to ensure straight lines.

Mow every Thursday with reel mower @ 1/2"-3/4" to avoid freshly painted lines.

Program Musco Field lights to accommodate league use

Drag infields Tuesday-Saturday. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will be acceptable.

Open three gates for league games and practice at 4:30 pm. (See exhibit for locations)

Prepare infields for games that start in February. Games are scheduled Tuesday-Saturday.

Be prepared to address wet spots caused by damaged irrigation or irrigation controller malfunctions.

During the week enter School after the last class is dismissed. Need to coordinate this with the School.

On Saturdays schedule so that work is completed 30 minutes prior to first game

Drag infields, chalk foul lines, batters boxes, pitcher circle and other lines needed, set out bases. Alternate locks on gates on the backstop field gates every Monday, to avoid turf damage from repeated wear and

tear.

Ensure all trash is removed from site. This includes fence lines, dugouts, turf and spectator areas

After last game of night:

Drag infields, store bases, remove trash. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will do.

Close and lock three gates.

Facilities

Program Musco field lights to accommodate league games and practices. Lighting program to be approved by the project manager. Monitor lighting and turn off lighting if games are cancelled or end early.

Open field gates for practices and games at the approved by the project manager. Manage fields so that no one has access after school hours unless approved by the project manager. Close and lock field gates directly after games. Approved field use times will be strictly enforced. Unauthorized teams or individuals practicing on the sports fields, will be asked to wait outside the gates until the approved time.

January

Dethatch all turf areas to a depth that does not expose turf but that satisfactorily reaches the thatch layer. Pickup and dispose of all thatch.

February

Roll infields with vibratory roller

Apply Ronstar G Herbicide (or equal), at the recommended rate to control Annual Bluegrass.

March

Fertilize with Contec DG 18-9-18 fertilizer, (or equal) at a rate of 1LB AN/1000sf.

Spring Break

Leagues do not use the fields for the 9 days from Sunday-the next Monday during Spring Break. Need to check with Schools to schedule this.

Aerify if needed with hollow core tines. Pick up and dispose of cores. Do not mulch cores. Please provide a one-time price for this service.

Repair any damaged turf areas

Repair any low infield areas

Roll infields with vibratory roller

June-July

Roll infields with vibratory roller

Fertilize all turf areas with slow release sulfur coated urea at a rate of 1LB/1000sf.

Tournaments

Schedule work with project manager who will be the liaison between the leagues and contractor.

Prep infields for first game of the day only

After last game of night:

Drag infields, store bases, remove trash. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will be acceptable.

July-August

Infields

Level and add infield mix as needed

Roll infields with vibratory roller

Add and drag in infield conditioner

Verticut Turf edges to eliminate areas raised from accumulation of infield mix

Spray infield turf edges to straighten lines

Other areas

Repair all worn turf areas in front of dugouts

Repair/repaint infield backstop wood boards
Inspect backstop netting and repair as needed
Check electrical outlets on backstops of fields 1 and 2 then make sure they are turned off at the breaker
Check no parking signs and re-paint on curbs in east parking lot and repair as needed
Fertilize all turf with sulfur coated urea at a rate of 1lb/1000sf.

Rio Vista Middle School baseball Fields

October/November

Outfield/infield turf

PAL Soccer league will be using fields every Saturday and Sunday. Mowing must be scheduled around those playing times. Mowing not to be scheduled during school hours. Mowing to be scheduled Mondays and midweek, the day before striping has been performed.

Contactor will inspect the fields on Mondays and Fridays of each week to make any repairs to turf hazards during the use of the fields. All repairs should be complete prior to next schedule game play and should be reported to the Project Manager or his or her representative.

Apply Ronstar G Herbicide at the recommended rate to control Annual Bluegrass.

November/December

Outfield/infield turf

Aerify turf with ½" hollow coring tines to a 2" depth. Do not mulch cores.
Apply a fine dark organic amendment over entire turf area
Apply preventative fungicide to Hybrid Bermuda grass to address brown patch fungus
Apply pesticide to remove Poa annua from Common Bermuda grass/Perennial Ryegrass
Apply pesticide to remove Poa annua from Hybrid Bermuda grass
Apply pesticide to remove Kikuyu grass from common Bermuda grass/Perennial Ryegrass
Apply pesticide to remove Kikuyu grass from Hybrid Bermuda grass
Apply pesticide to address any weeds in hardscape areas and along fence lines

Hardscape

Apply pesticide to address any weeds in hardscape areas and along fence lines

Prep infields

Level and add 30 yards of infield mix (Gail Materials Pro Gold Infield Mix-no substitute) to provide adequate drainage to prevent puddling. If infield mix is added it must be tilled in to a depth of 3" to incorporate and prevent "layering" of material.

Add 15-30 (50lb) bags of infield conditioner (Gail Materials Playball Premium CC Infield Conditioner or equivalent) per field and drag into infield mix. Infield mix must not be dry when dragging. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom or blower will be acceptable.

Roll infields with vibratory roller to provide consistent compaction. This will need to be performed 3-4 times.

Verticut Turf edges to eliminate areas raised from accumulation of infield mix and apply fine dark organic amendment over verticut areas.

Spray pesticide on infield turf edges to straighten lines

Irrigation

Set up irrigation schedules for infield irrigation to water every night after games
Set up irrigation schedules for infield irrigation to flood infields on Sundays
Adjust all irrigation for proper coverage

Facilities

Check electrical outlets on backstops at fields 1 and 2 for operation. Breakers are located in electrical enclosure behind concession building. All electrical issues must be reported to the Project Manager immediately. Any repairs will be handled outside of the scope of this contract.

Check "pipe gates" at entrances to east parking lot for operation and condition of paint. Repair as necessary. Contractor to paint the gates Safety Yellow every November. Touch up paint as needed, paint supplied by the City. All gate repairs must be reported to the Project Manager immediately. Any repairs will be handled outside the scope of this contract.

January-July

Contractor is to monitor the condition of the play fields very closely during the season to avoid irrigation breaks and unsafe conditions that might cause rain-outs. The contractor is to check the fields first thing in the morning during the season for any broken irrigation or hazardous field conditions. If there are holes in the turf, the contractor is to fill the holes with wash plaster sand. If there is water on the infield due to either broken irrigation or rain and the field is salvageable for games, then the contractor is to make every effort to avoid game cancellations. If water is on fields, the contractor is to apply and drag a drying agent, Diamond Pro- Game Saver, or equal to the infield until dry. The contractor is to repair the irrigation right away so that the infield will not be negatively affected from the irrigation break or issue. In general, the contractor is to work closely with project manager when determining if the field is playable for games. Ultimately the project manager will make the determination if the fields will be playable for games.

Mow every Sunday with reel type mower @ 1/2"-3/4".

Paint outfield lines/coaches boxes every Monday. Use fold-a-goal spray cans or equivalent. Use whatever means necessary to ensure straight lines.

Mow every Wednesday with reel mower @ 1/2"-3/4" avoiding painted lines.

Program Musco Field lights to accommodate league use

At the end of each game, the contractor is to broom off any loose clay from the pitcher's mound and repair holes or loose areas with packing clay. This mound is to be watered in and covered at the end of the night.

Drag infields Tuesday-Saturday. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will be acceptable.

Open three gates for league games and practice at 5:30 pm. (See exhibit for locations) Approved field use times will be strictly enforced. Unauthorized teams or individuals practicing on the sports fields, will be asked to wait outside the gates until the approved time.

Prepare infields for games that start in February. Games are scheduled Tuesday-Saturday.

Be prepared to address wet spots caused by damaged irrigation or irrigation controller malfunctions.

During the week enter School after the last class is dismissed. Need to coordinate this with the Project Manager.

On Saturdays schedule so that work is completed 30 minutes prior to first game

Drag infields, chalk foul lines, batters boxes, pitcher circle and other lines needed, set out bases. Alternate locks on gates on the backstop field gates every Monday, to avoid turf damage from repeated wear and tear.

Ensure all trash is removed from site. This includes fence lines, dugouts, turf and spectator areas

After last game of night:

Drag infields, store bases, remove trash. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will do.

Close and lock three gates and turn off field lights

January

Dethatch all turf areas to a depth that does not expose turf but that satisfactorily reaches the thatch layer. Pickup and dispose of all thatch.

Fertilize all turf with Turf Supreme (or equal), at rate of 1lb AN/1000sf.

February

Roll infields with vibratory roller

Apply Ronstar G Herbicide at the recommended rate to control Annual Bluegrass.

Spring Break

Leagues do not use the fields for the 9 days from Sunday-the next Monday during Spring Break. Need to check with Schools to schedule this.

Aerify infield/outfield turf with ½" hollow coring tines. Tines are to be set to a 2" depth. Cores to be mulched.

Fertilize infield turf with Contec DG 18-9-18 fertilizer (or equal), at a rate of 1LB AN/1000sf.

Fertilize outfield turf with Turf Supreme (or equal), at rate of 1lb AN/1000sf.

Repair any damaged turf areas

Repair any low infield areas

Roll infields with vibratory roller

Contractor is to perform maintenance renovation to pitcher's mounds by striping top layer of infield mix and packing clay to be added anywhere the front slope and table top are low. To help keep the shape of the mound, the rest of the mound is to be scratched up with a cultivator and fresh infield mix and conditioner is to be added and packed in with a vibrating plate until fit for play.

May

Fertilize with Contec DG 18-9-18 fertilizer (or equal), at a rate of 1LB AN/1000sf.

June-July

Roll infields with vibratory roller

Tournaments

Schedule work with Leagues

Open and close for league

Program Musco Lighting system for league games and practices.

Prep infields for first game of the day only

After last game of night:

Drag infields, store bases, remove trash. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will be acceptable.

July-August

Infields

Level and add infield mix as needed

Contractor is to perform maintenance renovation to pitcher's mounds by striping top layer of infield mix and packing clay to be added anywhere the front slope and table top are low. To help keep the shape of the mound, the rest of the mound is to be scratched up with a cultivator and fresh infield mix and conditioner is to be added and packed in with a vibrating plate until fit for play.

Roll infields with vibratory roller

Add and drag in infield conditioner

Verticut Turf edges to eliminate areas raised from accumulation of infield mix

Spray infield turf edges to straighten lines

Infield turf

Verticut and core aerify using 1/2" coring tines. Tines to be set at a 2" depth. Cores are not to be mulched.

Remove cores and apply #60 silver sand to fill in holes and level turf.

Apply a balanced fertilizer at the rate of 1/2lb AN/1000sf.

Adjust irrigation times.

Other areas

Core aerify using 1/2" coring tines. Tines to be set at a 2" depth. Cores are not to be mulched.

Repair all worn turf areas.

Repair/repaint infield backstop wood boards

Inspect backstop netting and repair as needed

Check electrical outlets on backstops of fields 1 and 2 then make sure they are turned off at the breaker

Check no parking signs and re-paint on curbs in east parking lot and repair as needed

All irrigation parts related to regular, routine maintenance activities will be supplied by the City and installed by the Contractor. Major irrigation work, not considered regular, routine maintenance is outside

the scope of this contract, however the contractor must report any issues to the Project Manager immediately.

Outfields and T-ball field shall be over-seeded with perennial rye and topped with a fine organic matter. New seed is to be watered in to allow seeds to germinate
Apply a balanced fertilizer to the outfields at the rate of 1/2lb AN/1000sf.

RATES AND COSTS EXHIBIT

Location	Monthly Cost	Contract Total
Landscaping - Year 1 (Nov 2019-Oct 2020)		
Riverpark CFD	$ 56,500	$ 678,000
Riverpark Ballfields	$ 18,000	$ 216,000
Windrow Dog Park	$ 500	$ 6,000
Nature Trail	$ 480	$ 5,760
Future Landscaping	$ 500	$ 6,000
North Detention Basin (Quarterly Service)	$ 2,200	$ 26,400
South Detention Basin (Quarterly Service)	$ 2,500	$ 30,000
Landscaping - Year 2 (Nov 2020- October 2021) 2% CPI		
Riverpark CFD	$ 57,630	$ 691,560
Riverpark Ballfields	$ 18,360	$ 220,320
Windrow Dog Park	$ 510	$ 6,120
Nature Trail	$ 490	$ 5,875
Future Landscaping	$ 510	$ 6,120
North Detention Basin (Quarterly Service)	$ 2,244	$ 26,928
South Detention Basin (Quarterly Service)	$ 2,550	$ 30,600
Landscaping - Year 3 (Nov 2021- Nov 5, 2022) 2% CPI		
Riverpark CFD	$ 58,783	$ 705,391
Riverpark Ballfields	$ 18,727	$ 224,726
Windrow Dog Park	$ 520	$ 6,242
Nature Trail	$ 500	$ 5,998
Future Landscaping	$ 520	$ 6,242
North Detention Basin (Quarterly Service)	$ 2,289	$ 27,467
South Detention Basin (Quarterly Service)	$ 5,100	$ 61,200
One-Time Projects		
Turf Rehabilitation - Parkways	$ 106,000	$ 106,000
Turf Rehabilitation - Central Park	$ 15,514	$ 15,514
Turf Rehabilitation - Gateway Park	$ 5,971	$ 5,971
Grand Total	**$ 376,898**	**$ 3,120,435**

BID PACKET

CITY OF
OXNARD
CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF RIVERPARK COMMUNITY FACILITIES DISTRICT
BID SPECIFICATION SD 20-17
DUE SEPTEMBER 17, 2019 @ 2:00PM

Submitted by: Tenley Garcia

Contractor's Name: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes Dr.

City: Oxnard State: CA Zip Code: 93033

Contact Person: Tenley Garcia Phone: 805-479-0168

Email: garciasbiz@gmail.com Date: 9-16-19

BID FOR MAINTENANCE OF RIVERPARK COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Riverpark Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

2. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or to refrain from Bidding. The Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or its breakdown or contents, or divulged information or data relative to that Proposal price, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent of such entities, to effectuate a collusive or sham Proposal and has not paid and will not pay any person or entity for such purpose.

3. The bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:	Addendum:	Date Received:
#01	9-10-19	#03	9-10-19	#05	9-10-19
#02	9-10-19	#04	9-10-19	#06	9-10-19

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 16, 2019 [date], at Oxnard [city], California [state].

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc.

Signature: [signature] Title: Secretary

Print: Tenley Garcia Date: 9-16-19

CITY OF OXNARD PROPOSAL SHEETS FOR MAINTENANCE OF RIVERPARK COMMNITY FACILITIES DISTRICT BID SPECIFICATION SD 20-17

Only areas with dollar signs ($) should be completed for calculation.

	MONTHLY SERVICE LEVELS					
Location	**A Level of Service[1]**	**B Level of Service[1]**	**C Level of Service[1]**	**D Level of Service[1]**	**F Level of Service[1]**	**Total of All Service Levels Proposal[2]**
Riverpark CFD	$56,500	$ 10,975	$ 6,100	$ 3,500	$ 2,500	$79,575.-
Riverpark Ballfields	$ 18,000					$ 18,000.-
Windrow Park Dog Park	$ 500	$ 300	$ 100			$ 900.-
Nature Trail (Additional areas noted on Map)	$ 480	$ 240	$ 150			$ 870.-
Future Landscaping (Xanadu Way and Kings Canyon Dr. to Owens River Dr. Map pages 2-4)	$ 500	$ 350	$ 200			$ 1050.-

ADDITIVE/DEDUCTIVE SECTIONS

This section is reflective of those areas that are still currently under the maintenance of the developer. These areas may be released to the City within the life of this contract and a change order will be issued to include the new area into the contract.

Location	**A Level of Service[1]**	**B Level of Service[1]**	**C Level of Service[1]**	**D Level of Service[1]**	**F Level of Service[1]**	**Total of All Service Levels Proposal[2]**
North Detention Basin	$ 3600	$ 3100	$ 2800	$ 2500	$ 2200	$ 14,200
South Detention Basin	$ 5100	$ 4800	$ 2900	$ 2800	$ 2500	$ 18,100
Weekend Staff Supplemental (Flat rate per day for two staff 7AM – 4PM)	$ 1040.					1,040.-
Turf Rehabilitation -Parkways 264,821 (total parkway sq. ft.) Estimated 40% of the parkway turf is taken over with kikuyu weed. Reseed with tall fescue seed, about 106,000 sq. ft. of bare area total.	$ 106,000.-					106,000.-
Turf Rehabilitation - Central Park 15,514 sq. ft. treated for kikuyu weeds and broadleaf Reseeded with Tall fescue and topped with fine dark organic matter.	$ 15,514.-					15,514.-
Turf Rehabilitation - Gateway Park 5,971sq. ft. area that will need to be reseeded with tall fescue and topped with fine dark organic matter due to heat stress and weeds.	$ 5,971.-					5,971.-

[1]Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

[2]The Bid will be awarded to the overall lowest bid for the Monthly Services section of the bid sheet. Each line of the bid sheet will be totaled across and down to provide one grand total by which the bid will be awarded.

Bidder's Name (Company): Garcia's Landscaping Maint. Inc Date: 9-16-19

Print: Tenley Garcia Signature: [signature] Title: Secretary

Small Local Business Purchasing Preference Program

The City of Oxnard offers a small local business purchasing preference in accordance with City Code section 4-2. If you wish to be considered, please answer the following:

1. Has Contractor held a current City business license for at least 36 months immediately preceding submittal of its bid?

   Select one: (YES) NO

2. Has Contractor maintained its principal business office* for at least 36 months immediately preceding its bid submittal within the City's geographic boundaries?

   Select one: (YES) NO

3. Has Contractor's average annual gross receipts been $20,000,000 or less over the 36 months immediately preceding submittal of its bid?

   Select one: (YES) NO

4. Does Contractor employ fewer than 100 employees?

   Select one: (YES) NO

If you answered "NO" to any of the above questions, you do not qualify for the small local business purchasing preference program and can stop filling out this sheet. You do not need to turn it in. If you answered "YES" to all of the above questions, please continue answering the questions below.

5. Are at least 50% of Contractor's employees Oxnard residents and have they been Oxnard residents for at least 90 days prior to submission of the bid?

   Select one: (YES) NO

6. Does the Contractor intend to hire employees or to subcontract?

   Select one: (YES) NO

If you answered "NO" to question 5, but answered "YES" to question 6, please sign below under penalty of perjury if you agree:

> "The Contractor has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard."

The City may audit Contractor and its Subcontractors for adherence to this statement.

Name: Tenley Garcia Date: 9-17-19

Signature: [signature] Title: Secretary

* A "principal business office" is defined as the place where: 1) the principal officers or owners generally transact business; 2) to which reports are made; 3) from which orders and payments are made; and 4) which the business represents to government authorities as its principal office or principal place of business.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

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

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

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

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

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

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

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

9 19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM DD YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM DD YY)	POLICY EXPIRATION DATE (MM DD YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant & listed sub-consultant	$1,000,000 $500,000

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES RESTRICTIONS SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: ____
Address: _____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM.DD/YY)

PRODUCER

Telephone.

NAMED INSURED

POLICY INFORMATION:
Insurance Company
Policy No..
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE _ Included in Limits
_ In Addition to Limits

_ Deductible _ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. Per Occurrence _ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here _ in which case only the following specific agreements and permits with the City are covered.

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

_ COMMERCIAL AUTO POLICY
_ BUSINESS AUTO POLICY
_ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name. _____
Address:__
_____
Telephone: ()____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

_ Broker/Agent _ Underwriter _ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 = 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.

3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.

8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.

10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

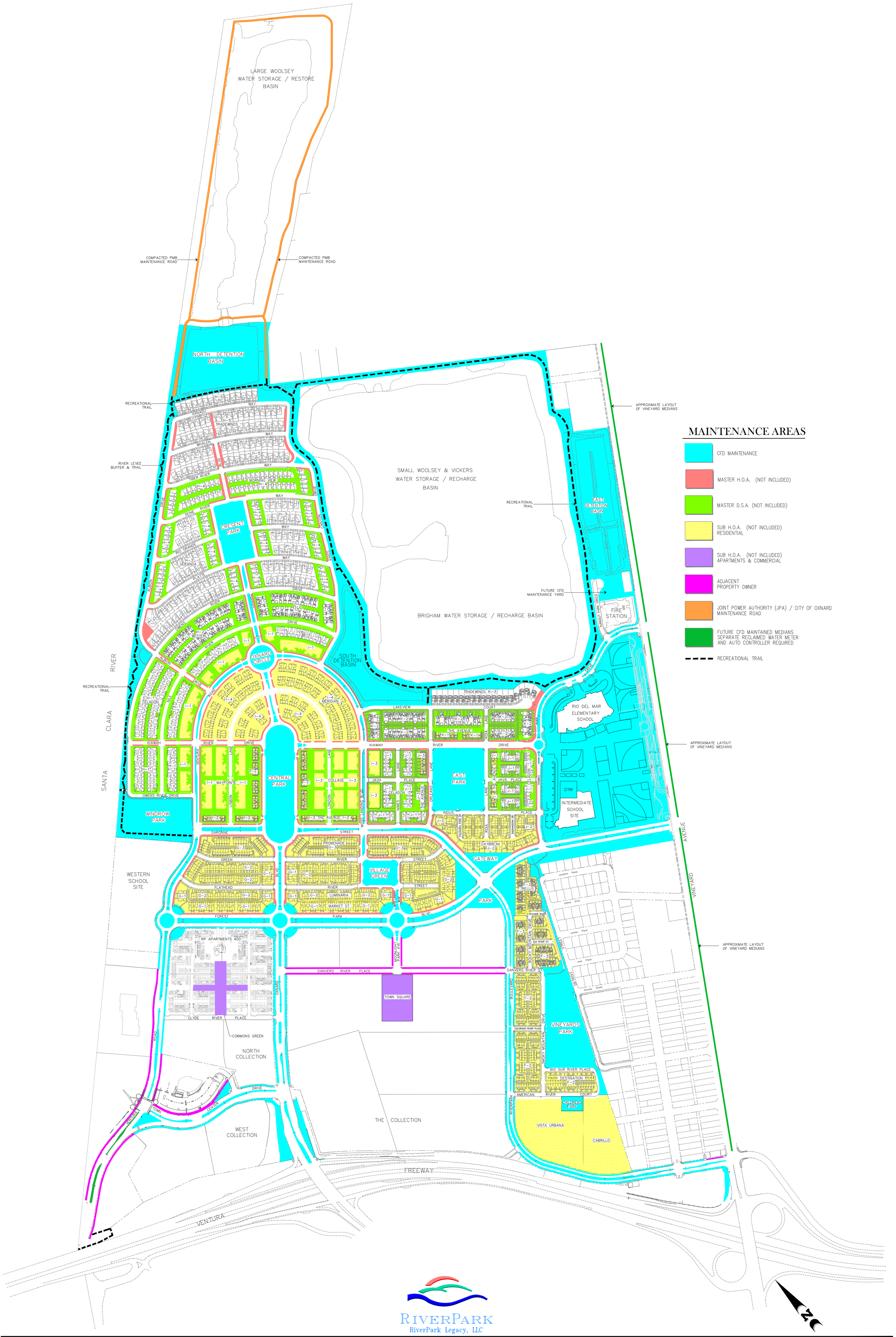
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

Location	**Service Level**	**Schedule of Service**
Landscaping		
Riverpark CFD	A	5 days per wk
Riverpark Ballfields	A	5 days per wk
Windrow Dog Park	A	5 days per wk
Nature Trail	A	5 days per wk
Future Landscaping	A	5 days per wk
North Detention Basin (Quarterly Service)	F	Once per Qtr
South Detention Basin (Quarterly Service)	F	Once per Qtr
One-Time Projects		
Turf Rehabilitation - Parkways	N/A	Project completion within 3 months of initiation of contract
Turf Rehabilitation - Central Park	N/A	
Turf Rehabilitation - Gateway Park	N/A	
Grand Total		



MAINTENANCE AREAS

- CFD MAINTENANCE
- MASTER H.O.A. (NOT INCLUDED)
- MASTER D.S.A. (NOT INCLUDED)
- SUB H.O.A. (NOT INCLUDED) RESIDENTIAL
- SUB H.O.A. (NOT INCLUDED) APARTMENTS & COMMERCIAL
- ADJACENT PROPERTY OWNER
- JOINT POWER AUTHORITY (JPA) / CITY OF OXNARD MAINTENANCE ROAD
- FUTURE CFD MAINTAINED MEDIANS SEPARATE RECLAIMED WATER METER AND AUTO CONTROLLER REQUIRED
- RECREATIONAL TRAIL

RIVERPARK
RiverPark Legacy, LLC

REVISED BY:
JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS, INC.
3350 LOMA VISTA ROAD, VENTURA CA 93003
(805) 642-3641 FAX (805) 642-9614

LICENSE AGREEMENT
CFD MAINTENANCE AREA PLAN
SEPTEMBER 22, 2016

PARK DISTRICT SUPERVISOR DATE

Amendment to Trade Services Agreement A-8171 with Garcia's Landscaping Maintenance Inc. for Landscape and Ballfield Maintenance in Riverpark CFD 5.

Public Works and Transportation Committee
October 11, 2022

City Council
November 1, 2022

Anthony Miller, Project Manager

CITY OF OXNARD CALIFORNIA

PWTC RECOMMENDATION

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the First Amendment to Trade Services Agreement No. A-8171 with Garcia's Landscaping and Maintenance Inc. to increase the not to exceed amount from $3,120,435 to $4,300,607 and extend the term from November 5, 2022 to November 5, 2023 for the performance of Landscape and Ballfield Maintenance in Riverpark CFD 5.

CITY COUNCIL RECOMMENDATION

FOR CITY COUNCIL:

That the City Council approve and authorize the Mayor to execute the First Amendment to Trade Services Agreement No. A-8171 with Garcia's Landscaping and Maintenance Inc. to increase the not to exceed amount from $3,120,435 to $4,300,607 and extend the term from November 5, 2022 to November 5, 2023 for the performance of Landscape and Ballfield Maintenance in Riverpark CFD 5.

BACKGROUND

- Riverpark Community Facilities District (CFD 5) contains landscaping improvements that add value and enhance the aesthetic qualities of the District
- All parcels in the CFD are assessed for the maintenance of the landscaping improvements within the CFD 5
- November 6, 2019: the City and Garcia's Landscape Maintenance, Inc. (Garcia's) entered into the current Agreement for the landscape and ballfield maintenance in CFD 5
- This agreement contained an option to extend its term for up to two additional years

DISCUSSION

5

- Due to cost increases, staff believes it to be more cost effective to extend the current agreement, rather than bid again for the maintenance services
- Garcia's has been responsive to the requirements of the Agreement and provides a high standard of service
- Flexibility within the contract allows for the reassignment of Garcia's staff to various substitute maintenance items such as additional weed abatement, pressure washing, gopher treatment, trash removal and reduced mowing due to current drought conditions
- This Amendment extends the term for one more year ending on November 5, 2023. The revised not to exceed amount of $4,300,607 includes $108,160 for weekend servicing of the park restrooms, trash cans, and park reservation areas by Garcia's.

FINANCIAL IMPACT

6

- The original not to exceed amount of this Agreement with Garcia's was $3,120,435. The Amendment, as recommended by staff, will increase the total not to exceed amount to $4,300,607. This includes the 2% annual increase, as stipulated in the terms of the Agreement, with the additional cost for weekend servicing of the restrooms. City Corps was providing the weekend services but is experiencing staffing issues.
- There are sufficient funds available in the adopted CFD 5 FY 2022-23 Budget for this Amendment to the Agreement

CITY OF OXNARD CALIFORNIA

QUESTIONS

7

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.7

DATE: November 1, 2022

TO: City Council

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

SUBJECT: Update Report by Public Works Department Regarding Traffic Signal Improvement Projects. (15 minutes)

RECOMMENDATION

That the City Council receive and file a verbal report from the Public Works Department regarding traffic signal improvement projects.

(This item did not originate in Committee as it was a request at the September 20, 2022 City Council meeting.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/YCkyLE7pFTU

BACKGROUND

At the September 20, 2022 City Council meeting, staff was requested to provide an update on two specific intersections as noted below in items #1 and #2. In addition, staff will also be providing updates on other intersections and related Capital Improvement Program (CIP) projects, noted in items #3, #4, and #5 below.

The Public Works Department is providing an update on the following traffic signal improvement projects:

1. Ventura Road and Doris Avenue (Grant funded, part of a 10-signals upgrade)
2. Ventura Road and 2nd Street/Teal Club Road (City funded)
3. 7-Signals and 5-Signals Upgrade Projects (Grant funded)
4. Citywide Traffic Signal Timing Project (ARPA funded)
5. Modernization of Traffic Signal System (City and grant funded)

This report has been pre-recorded so that it is compliant with Measure M.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact in receiving this report.

COMMITTEE OUTCOME

This item did not originate in Committee as it was a request at the September 20, 2022 City Council meeting.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Presentation

Update Report by Public Works Department Regarding Traffic Signal Improvement Projects

City Council
November 1, 2022

Tatiana Arnaout, P.E.
City Engineer

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council receive and file a verbal report from the Public Works Department regarding traffic signal improvement projects.

Ventura Road and Doris Avenue

Recent Improvements:

- Installed "Yield to Pedestrians" Signs
- Programmed "Lead Pedestrian Interval"
- Repainted all pavement markings

Grant Funded Project Improvements:

- Part of 10-Signals Project
- Design: Spring 2023; Construction: FY 23-24
- New signal poles and equipment, new signal phasing, high visibility crosswalks, video detection, emergency vehicle preemption, accessible pedestrian systems, and intersection safety street lighting

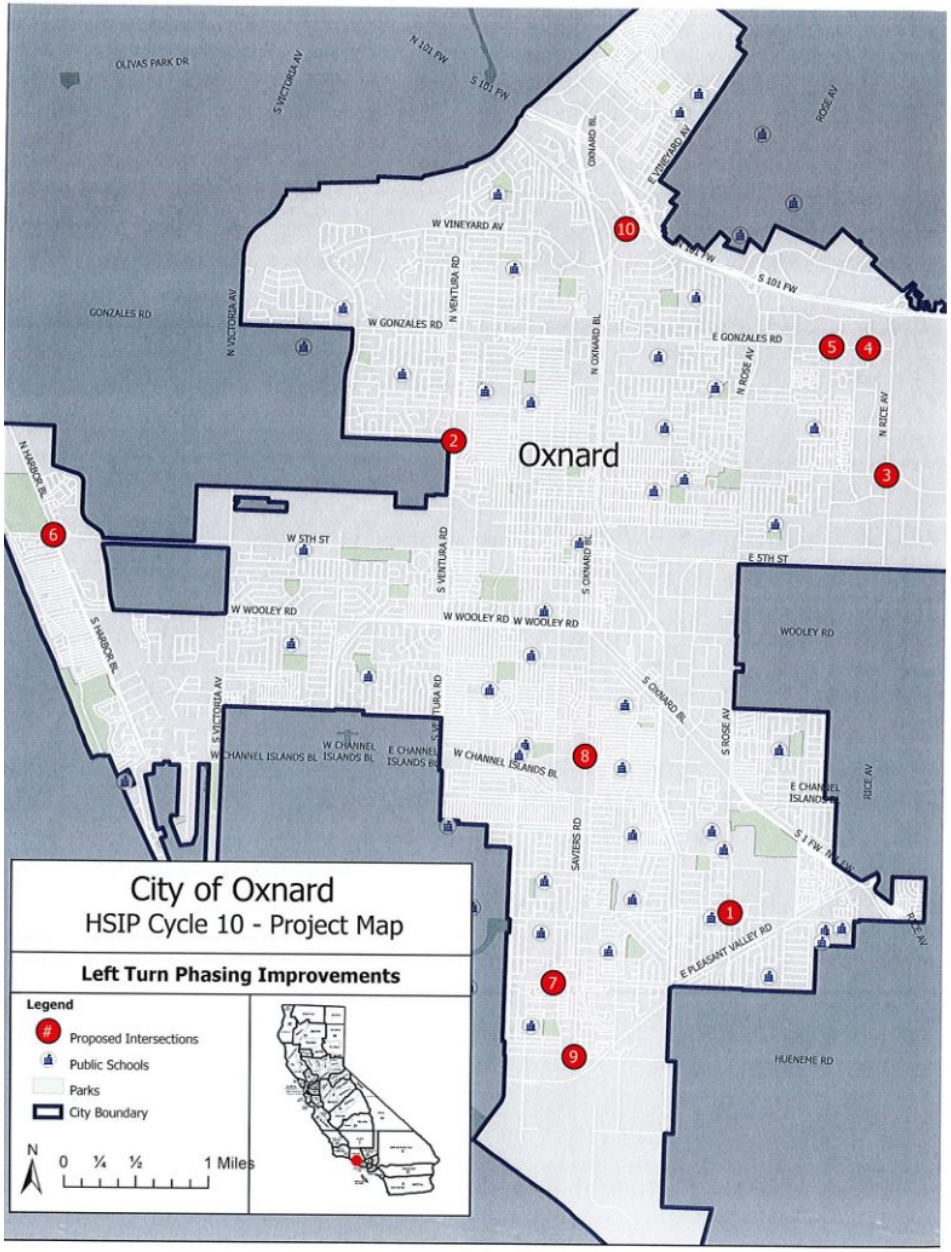
10-Signals CIP Project

Locations:

(1) Rose Ave and Bard St
(2) **Ventura Rd and Doris Ave**
(3) Rice Ave and Camino Del Sol Rd
(4) Gonzales Rd and Solar Ave
(5) Gonzales Rd and Lombard St
(6) Harbor Blvd and Fifth St
(7) Saviers Blvd and Laurel Rd
(8) Pleasant Valley Rd and C St
(9) Rose Ave and Camino Del Sol Rd
(10) Vineyard Ave and Esplanade Rd

Design: Spring 2023; Construction: FY 23-24

New signal poles and equipment, new signal phasing, high visibility crosswalks, video detection, emergency vehicle preemption, accessible pedestrian systems, and intersection safety street lighting



Ventura Road and Second Street/Teal Club Road

Second Street CIP Resurfacing Project (under construction) include the following elements for the intersection:

- Improve the crosswalk on Second Street
- New ADA Ramps on Second Street

Left Turns from Ventura Road to Second Street/Teal Club Road:

- Staff will study and provide a follow-up report

Grant Application submitted for Ventura Road from 2nd Street to Wooley Road include the following elements for Intersection:

- Video Detection
- Bicycle and Pedestrian Improvements
- Signal Timing Improvements

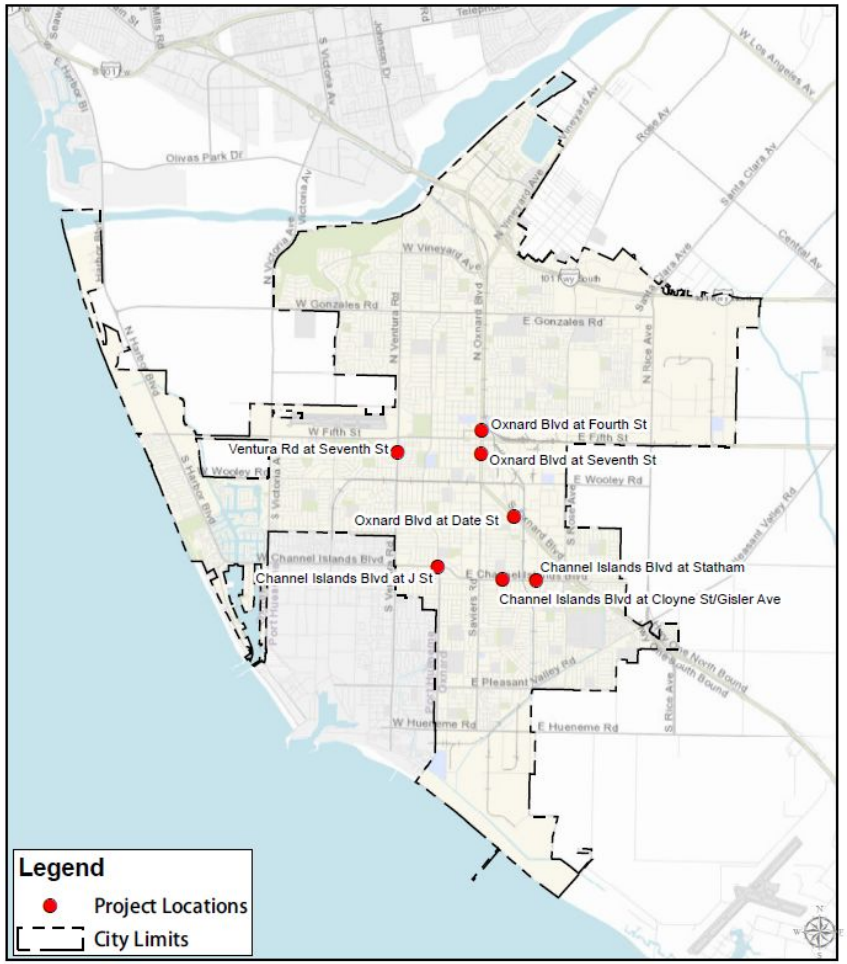
7-Signals Upgrade Project: under construction

Locations:

(1) Channel Islands Blvd and J St
(2) Channel Islands Blvd and Cloyne St/Gisler Ave
(3) Channel Islands Blvd and Statham Blvd
(4) Oxnard Blvd and Date St
(5) Ventura Rd and 7th St
(6) Oxnard Blvd and 4th St
(7) Oxnard Blvd and 7th St

Work includes:

- Replacement of signal poles, mast arms,
- signal heads, signal controllers, LED luminaires
- Signal timing/Phasing changes
- Detection loops and cameras
- Emergency vehicle preemption
- Pedestrian ADA curb ramps, APS equipment, and high visibility crosswalks
- Signage and striping
- Tree trimming



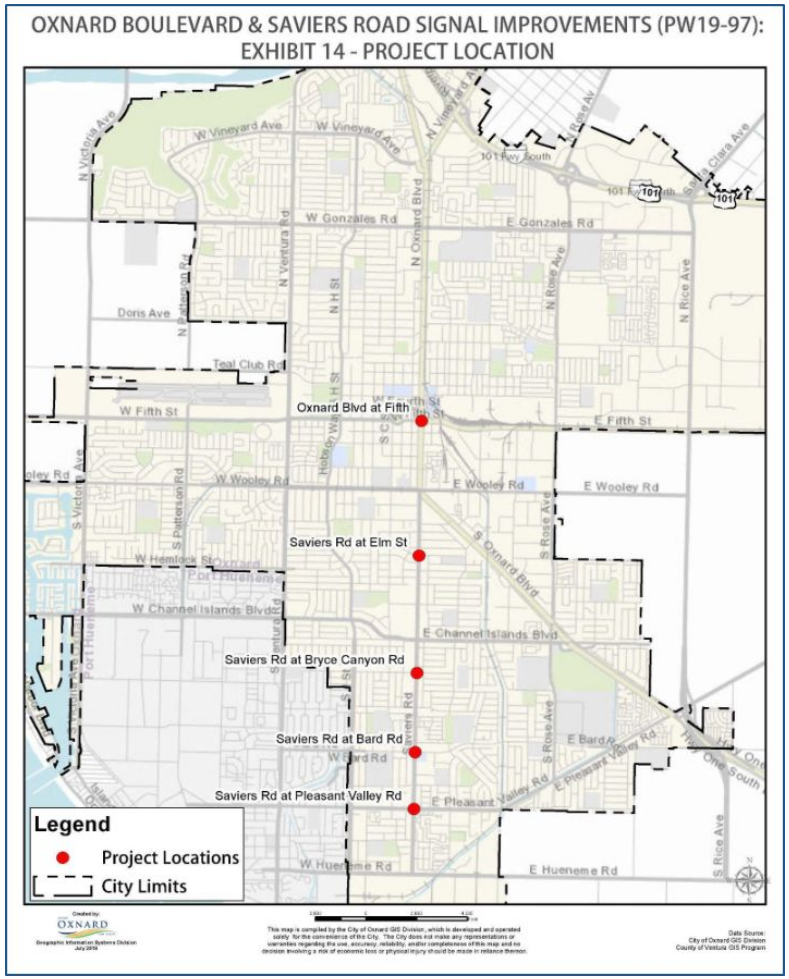
5-Signals Upgrade Project: under construction

Locations:

(1) Oxnard Blvd and 5th St
(2) Saviers Rd and Elm St
(3) Saviers Rd and Bryce Canyon Rd
(4) Saviers Rd and Bard Rd
(5) Saviers Rd and Pleasant Valley Rd

Work includes:

- Replacement of signal poles, mast arms,
- signal heads, signal controllers, LED luminaires
- Signal timing/Phasing changes
- Detection loops and cameras
- Emergency vehicle preemption
- Pedestrian ADA curb ramps, APS equipment, and high visibility crosswalks
- Signage and striping



Other Traffic Signals Projects

Traffic Signal Timing Changes-Citywide- Started (ARPA Funded):

<u>Current (22-23) FY</u>:

- Rose Ave from Lockwood St to Pleasant Valley Rd
- Gonzales Rd from Rice Ave to Victoria Ave
- Oxnard Blvd from Town Center Blvd to Five Points
- Ventura Rd from Wagon Wheel Rd to Hueneme Rd

<u>Next (23-24) FY:</u>

- Victoria Ave from Gum Tree Dr and Channel Islands Blvd
- Channel Islands Blvd from Kohala St to M St
- Rice Ave from Gonzales Rd to Sturgis Rd
- Pleasant Valley Rd from J St to Olds Rd

Other Traffic Signals Projects

Modernization of Citywide Traffic Signal System (CIP and Grant funded)

- Video Detection
- Pedestrian Countdown Heads
- APS Equipment for Pedestrians
- Improved Communications to Signals (expanded fiber network)
- Emergency Vehicle Preemption

FINANCIAL IMPACT

There is no financial impact in receiving this report.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.8

DATE: November 1, 2022

TO: City Clerk

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

SUBJECT: Grant Application for the 2022 Urban Community Drought Relief Grant Program. (10 minutes)

RECOMMENDATION

That the City Council adopt a resolution:

1. Authorizing the City Manager to submit a grant application for an amount not to exceed $9,450,000 in 2022 Urban Community Drought Relief Grant Program funds to be used for Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservations and Large-Scale Turf Replacement Projects (matching requirement of up to $2,400,000); and
2. Authorizing the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims; and the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee.)

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

BACKGROUND

In August 2022, the California Department of Water Resources ("DWR") issued draft guidelines and proposal solicitation package for the 2022 Urban Community Drought Relief Grant Program ("Program"), allocating $545 million to DWR to award grants for drought relief, turf replacement, conservation for urban supplies, and project administration. Public agencies are eligible applicants under the Program. There is a minimum award amount of $3 million per award, with a 25% match requirement. Smaller projects may be bundled together in a single application to meet the minimum grant award requirement. DWR began accepting applications on October 10, 2022, and will begin announcing grant awards in phases in December 2022 and March 2023. The deadline to submit applications for this grant is January 31, 2023.

Projects must be completed by December 31, 2026, including all reporting and retention, to allow time for final invoice processing and retention payment before the funds expire on June 30, 2027. Project/grant administration should end at least three months after construction.

DWR especially encourages projects providing direct install programs and large scale turf replacement for schools, community centers, government centers to Underrepresented Communities and Tribes. City staff recommend prioritizing projects that match the most competitive projects to the specific grant opportunities described below.

DISCUSSION

To maximize staffing availability and ensure realistic delivery of projects based upon staffing levels and existing project

workload, the following eligible projects are recommended:

Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservations

Residential Water Use Efficiency Survey and Retrofit Program

With California's current drought status there are many actions directed at customers on ways they should save water which has led to information overload, and sometimes the information is confusing. Many customers have an interest in being water efficient, they just don't know how or where to begin.

The City's Water Division would like to offer a Residential Water Use Survey and Retrofit Program to single family residential water customers within Oxnard's service area. The survey would customize the recommendations to each individual customer and allow person-to-person discussion of each recommendation.

The survey would be conducted by a third party and consist of:

- Teaching the customer how to read their water utility bill and meter
- Checking for leaks and recommending repairs
- Checking showerhead and faucet flow rates
- Checking toilet flush volumes
- Inspecting irrigation systems and recommending improvements
- Providing and installing free high-efficiency fixtures and devices if warranted

The direct installation of indoor and outdoor high-efficiency devices would include: shower heads, faucet aerators, low precipitation rate irrigation nozzles, rain shut off sensors, and weather-based irrigation controllers (WBICs). By including the direct installation of these devices, the City will take advantage of the interest the customer has in being water efficient and guarantee a greater amount of actual water savings than would be obtained with a separate rebate program.

Single family residential water use makes up on average 35% of the City's total annual water use. According to the United States Environmental Protection Agency (EPA) the average household's leaks can account for nearly 10,000 gallons of water wasted every year.

Addressing inefficiencies found throughout single family residential properties aims to not only save a significant amount of water, but to help foster the message that water conservation is an important and necessary component to increase water supply reliability.

The Water Division's goal would be to administer a total of 900 surveys. Based on this, staff is requesting $450,000 in grant funding with a match of $150,000, from the Water fund, for a total grant request of $600,000 for the Residential Water Use Efficiency Survey and Retrofit Program.

Large-Scale Turf Replacement Projects

Projects under this category are designated for replacing traditional turf with lower water use materials, with DWR especially encouraging Projects providing turf replacement.

The Special Districts Division manages 47 special assessment districts ("Districts") throughout the City of Oxnard, each with their own funding sources, levels of service, Fund Balances, and ongoing and future maintenance projects. Staff are evaluating non-functional turf areas throughout each of the Districts and are proposing to utilize this grant for removal of these non-functional turf areas.

Initial evaluation indicates there may be anywhere between 1,000,000 to 2,000,000 square feet ("SqFt") of non-functional turf throughout Special Districts that may be ideally suited for this Program. Based on this initial evaluation, staff are requesting $9,000,000 in grant funding with a match of $2,250,000 for a total grant request of $11,250,000 for Large-Scale Turf Replacement Projects.

If awarded this grant, staff will:

- Conduct outreach to and have conversations with each Special District
- Continue to evaluate appropriate areas for consideration of turf removal, including parkways and other non-functional turf areas
- Incorporate existing and future City of Oxnard Landscape Standards into the evaluation of this Program
- Evaluate maintenance agreements to determine appropriate levels of service and any cost-saving measures
- Analyze historical water usage and forecast any future potential savings
- Evaluation of costs for turf removal, irrigation evaluation and repair, design, and installation
- Analyze Fund Balance contributions, by District, for the required 25% match
- Evaluate any potential funding shortfalls and possible solutions

It is important to note that because of the date of notice of this grant and the quick turnaround for grant applications, the Special Districts Division has not conducted outreach to each District yet regarding this Program. Some Districts may not want to participate in the Program and some Districts may not be able to participate due to internal funding availability. Staff will begin the outreach process in October 2022 in anticipation of applying for this Program. Should the City be awarded grant funds for the turf replacement projects, the City Manager is committed to recommend to the City Council the use of General Fund money for the 25% match for Districts that may not have the available fund balance to proceed, where appropriate.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct financial impact for this recommendation action. Upon notification of successful award(s), City staff will return to City Council to recognize and appropriate grant awards and identify required local fund amounts and sources.

Successful grant projects are not expected to begin incurring charges until FY 2023-24. The table below provides the maximum grant amounts. Total project costs may not reach the maximum amounts.

Specific Financial Impact to the Large-Scale Turf Replacement Projects

The Special Districts Division is working to identify the grant match funding source. Initial evaluation indicates seven (7) Districts are likely unable to financially meet the required 25% match at this time due to insufficient Fund Balances with District funds. These Districts are: LMD-11 (St. Tropaz), LMD-14 (California Cove), LMD-23 (Greystone), LMD-31 (Rancho De La Rosa), LMD-49 (Cameron Ranch), MAD-4 (Mandalay Beach/Beach Maintenance), and Waterways Assessment District - Zone 2 (Harbour Island).

2022 UCDRPG Program Category	Grant Request Amount	25% Match Requirement	Total Grant Amount, By Program	Grant Match Funding Source
Education, Outreach, Direct Installation Programs,	$450,000	$150,000	$600,000	Water Operating Fund Balance

Rebate Programs, and Other Activities to Increase Water Conservations				
Large-Scale Turf Replacement Projects	$9,000,000	$2,250,000	$11,250,000	Special Districts Fund Balance and/or Annual Assessments/Levies/Special Taxes*
TOTAL	**$9,450,000**	**$2,400,000**	**$11,850,000**	

*Should the City be awarded grant funds for the turf replacement projects, the City Manager is committed to recommend to the City Council the use of General Fund money for the 25% match for Districts that may not have the available fund balance to proceed, where appropriate.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Oxnard Resolution Authorizing Grant Application
2. City of Oxnard Special Districts Map
3. City of Oxnard Special Districts List
4. Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUBMITTAL OF A GRANT APPLICATION FOR THE 2022 URBAN COMMUNITY DROUGHT RELIEF GRANT PROGRAM

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

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California Department of Water Resources for an amount not to exceed $9,450,000 in Urban Community Drought Relief Grant Program funds to be used for Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservations and Large-Scale Turf Replacement Projects.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager to the California Department of Water Resources for the purpose of obtaining grant funding for Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservations and Large-Scale Turf Replacement Projects. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
John C. Zaragoza, Mayor

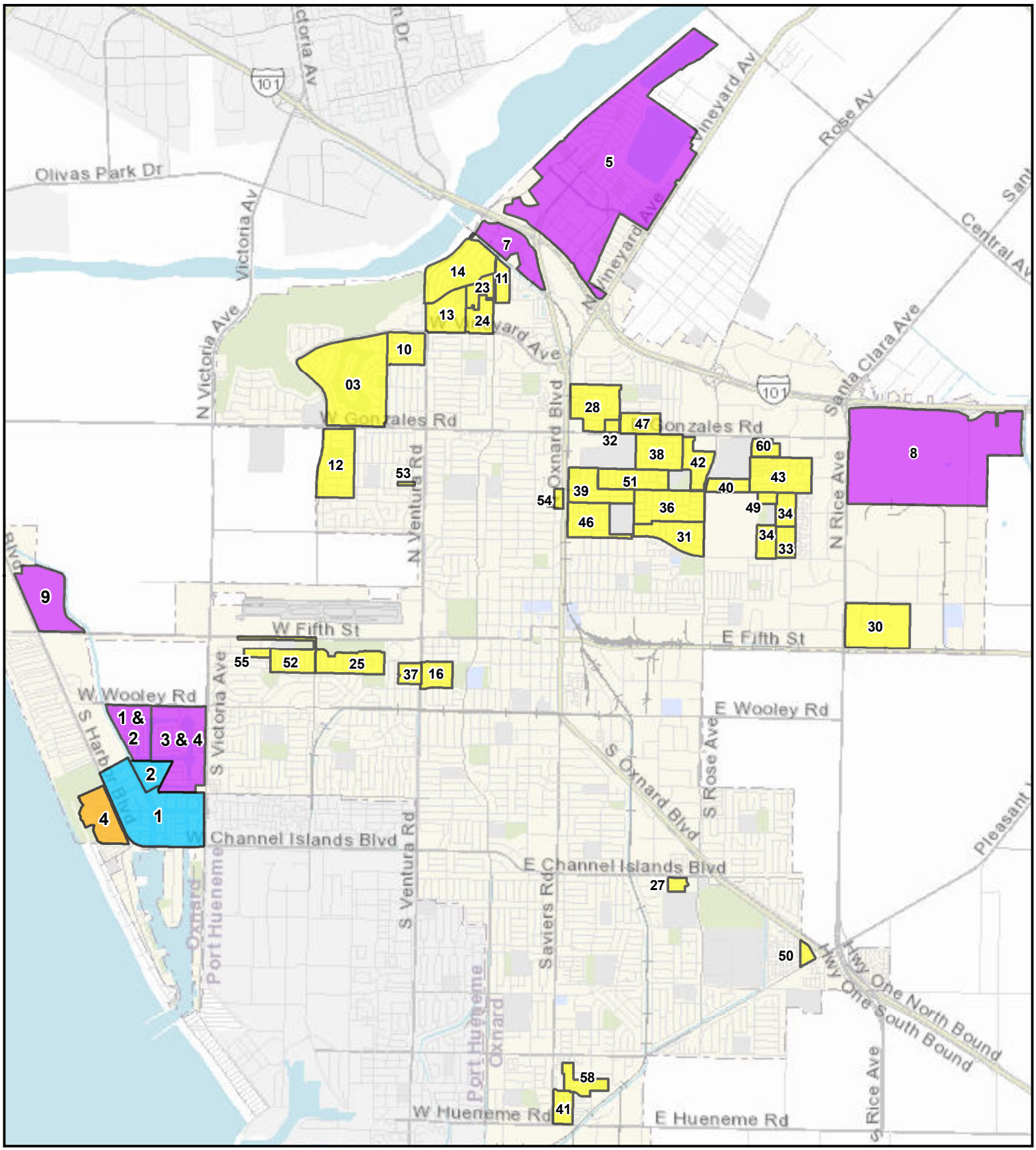
ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD ASSESSMENT DISTRICTS



Maintenance Assessment District (District No.)

Waterway Assessment District (Zone No.)

Community Facilities District (District No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
January 2022

3,000 0 3,000 6,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

N W E S

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

2022 URBAN COMMUNITY DROUGHT RELIEF GRANT PROGRAM

City Council
November 1, 2022

Eric L. Storrie, Special Districts Manager
Megan Schneider, Water Conservation & Outreach Supervisor
Eric Humel, Grants Coordinator

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council adopt a resolution:

1. Authorizing the City Manager to submit a grant application for an amount not to exceed $9,450,000 in 2022 Urban Community Drought Relief Grant Program funds to be used for Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservations and Large-Scale Turf Replacement Projects (matching requirement of up to $2,400,000); and

2. Authorizing the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.

BACKGROUND

- In August 2022, the California Department of Water Resources ("DWR") issued draft guidelines and proposal solicitation package for the 2022 Urban Community Drought Relief Grant Program ("Program"), allocating $545 million to DWR to award grants for drought relief, turf replacement, conservation for urban supplies, and project administration.

- Public agencies are eligible applicants under the Program.

- There is a minimum award amount of $3 million per award, with a 25% match requirement.

- Smaller projects may be bundled together in a single application to meet the minimum grant award requirement.

BACKGROUND

- DWR began accepting applications on October 10, 2022 and will begin announcing grant awards in phases in December 2022 and March 2023.

- The deadline to apply for this grant is January 31, 2023.

- Projects must be complete by December 31, 2026 including all reporting and retention, to allow time for final invoice processing and retention payment before the funds expire on June 30, 2027. Project/grant administration should end at least three months after construction.

- DWR especially encourages projects providing direct install programs and large scale turf replacement for schools, community centers, government centers to Underrepresented Communities and Tribes.

Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservation

- Under this category of the Program, the Water Division is proposing to administer a Residential Water Use Efficiency and Retrofit Program.
- With California's current drought status, there are many actions directed at customers to save water, which has led to information overload and sometimes conflicting and confusing information.
- Many customers have an interest in being water efficient, they just don't know how or where to begin.

Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservation

- Single family residential water use makes up on average 35% of the City's total annual water use.
- According to the United States Environmental Protection Agency (EPA) the average household's leaks can account for nearly 10,000 gallons of water wasted every year.
- Survey's coupled with the direct install of water efficient devices not only saves water, but fosters the message that water conservation is an important and necessary component to increase water supply reliability.

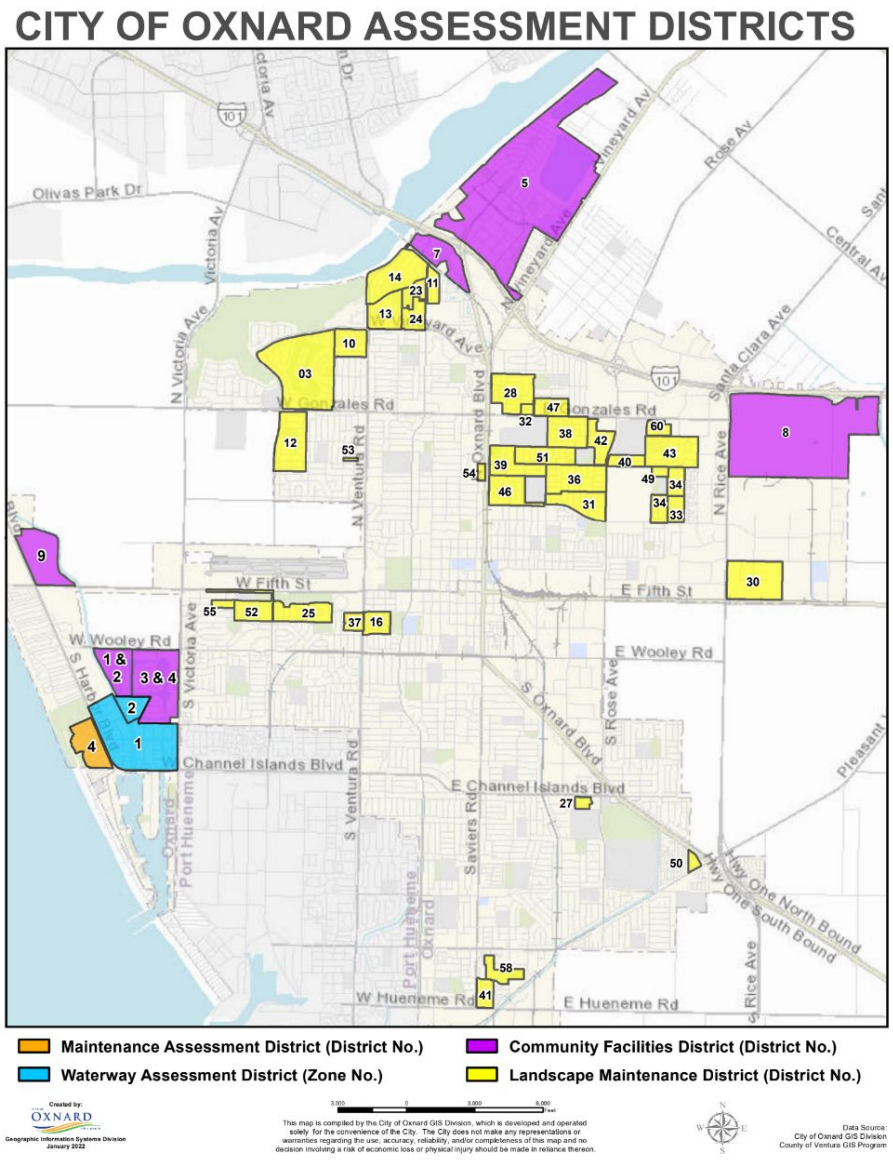
Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservation

- The survey would be conducted by a third party and consist of:
  - Teaching the customer how to read their water utility bill and meter
  - Checking for leaks and recommending repairs
  - Checking showerhead and faucet flow rates
  - Checking toilet flush volumes
  - Inspecting irrigation systems and recommending improvements
  - Providing and installing free high-efficiency fixtures and devices if warranted

Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservation

- Goal to complete 900 surveys.
- Staff is requesting $450,000 in grant funding with a match of $150,000 for a total grant request of $600,000 for the Residential Water Use Survey and Direct Install Program.

MAP OF ASSESSMENT DISTRICTS IN CITY OF OXNARD



Additional information can be found at: oxnard.org/city-department/publicworks

Large-Scale Turf Replacement Projects

- Projects under this category are designated for replacing traditional turf with lower water use materials, with DWR especially encouraging Projects providing turf replacement.

- The Special Districts Division manages 47 special assessment districts (“Districts”) throughout the City of Oxnard, each with their own funding sources, levels of service, Fund Balances, and ongoing and future maintenance projects.

- Staff are evaluating non-functional turf areas throughout each of the Districts and are proposing to utilize this grant for removal of these non-functional turf areas.

Large-Scale Turf Replacement Projects

- Initial evaluation indicates there may be anywhere between 1,000,000 to 2,000,000 square feet ("SqFt") of non-functional turf throughout Special Districts that may be ideally suited for this Program.

- Based on this initial evaluation, staff are requesting $9,000,000 in grant funding with a match of $2,250,000 for a total grant request of $11,250,000 for Large-Scale Turf Replacement Projects.

Large-Scale Turf Replacement Projects

If awarded this grant, staff will:

- Conduct outreach to and have conversations with each Special District
- Continue to evaluate appropriate areas for consideration of turf removal, including parkways, detention basins, and other non-functional turf areas
- Incorporate existing and future City of Oxnard Landscape Standards into the evaluation of this Program
- Evaluate maintenance agreements to determine appropriate levels of service and any cost-saving measures

Large-Scale Turf Replacement Projects

If awarded this grant, staff will:

- Analyze historical water usage and forecast any future potential savings
- Evaluation of costs for turf removal, irrigation evaluation and repair, design, and installation
- Analyze Fund Balance contributions, by District, for the required 25% match
- Evaluate any potential funding shortfalls and possible solutions

Large-Scale Turf Replacement Projects

- It is important to note that because of the date of notice of this grant and the quick turnaround for grant applications, the Special Districts Division has not conducted outreach to each District yet regarding this Program.

- Some Districts may not want to participate in the Program and some Districts may not be able to participate due to internal funding availability.

- Staff will begin the outreach process in October 2022 in anticipation of applying for this Program.

FINANCIAL IMPACT

- There is no direct financial impact for this recommendation action.
- Upon notification of successful award(s), City staff will return to Council to recognize and appropriate grant awards and identify required local fund amounts and sources.
- Successful grant projects are not expected to begin incurring charges until FY 2023-24.
- The table on the next slide provides the maximum grant amounts and total project costs may not reach the maximum amounts.

FINANCIAL IMPACT - LARGE-SCALE TURF REPLACEMENT PROJECTS

- Special Districts Division is working to identify the grant match funding source. Initial evaluation indicates seven (7) Districts are unable to financially meet the required 25% match at this time due to insufficient Fund Balances. These Districts are:

  LMD-11 (St. Tropaz), LMD-14 (California Cove)
  LMD-23 (Greystone), LMD-31 (Rancho De La Rosa)
  LMD-49 (Cameron Ranch), MAD-4 (Mandalay Beach/Beach Maint.)
  Waterways Assessment District - Zone 2 (Harbour Island)

- Should the City be awarded grant funds for the turf replacement projects, the City Manager is committed to recommend to the City Council the use of General Fund money for the 25% match for Districts that may not have the available fund balance to proceed, where appropriate

FINANCIAL IMPACT

2022 UCDRPG Program Category	Grant Request Amount	25% Match Requirement	Total Grant Amount, By Program
Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservations	$450,000	$150,000	$600,000
Large-Scale Turf Replacement Projects	$9,000,000	$2,250,000	$11,250,000
TOTAL	**$9,450,000**	$2,400,000	$11,850,000

QUESTIONS?

CITY OF OXNARD CALIFORNIA