

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



AMENDED AGENDA
Closed Session Item C.1 – Added
Consent Item K.2 - Revised

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

December 20, 2022

Closed Session 4:30 PM

Regular Meeting - 5:00 PM

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

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 822 0026 0470**
- 3. Passcode: 728221**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call 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/](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](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

- 1. 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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Moving Oxnard Forward, Inc.; et al. v. City of Oxnard
Ventura County Superior Court Case No. 56-2021-00557585-CU-WM-VTA
Legislative Body: City Council

D. OPENING CEREMONIES (5:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Resolution Commending Karl Lawson for Thirty-Three Years of Exemplary Service to the City of Oxnard. (15 minutes)
2. SUBJECT: Presentation of a Commendation to Oxnard College Men's Soccer Team for Winning the California State Championship Title. (15 minutes)
3. SUBJECT: Declare Results of the Canvass of Returns of the November 8, 2022 General Municipal Election and Administer the Oath of Office. (60 minutes)

F. 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.

G. 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.

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

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

1. City Manager Department

SUBJECT: Appointment of Councilmembers to Serve on Various Boards, Commissions, and Committees to replace Councilmember Lopez. (5 minutes)

RECOMMENDATION: 1. That the Mayor, with the approval of the City Council, appoint members and alternates from the City to the:

- a) Beach Erosion Authority for Control of Operations & Nourishment (one primary);
- b) Clean Power Alliance Board of Directors (one alternate);
- c) Economic Development Collaborative - Ventura County (one primary);
- d) Regional Defense Partnership for the 21st Century (one primary);
- e) Ventura County Regional Energy Alliance (one alternate); and

2. That the City Council, as a whole, appoint one Councilmember to the Oxnard Airport Authority.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

I. 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.

J. 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.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the November 15, 2022 regular meetings as presented.
Legislative Body: City Council
Contact: Rose Chaparro, (805) 385-7805
2. Public Works Department
SUBJECT: Adoption of Ordinance No. 3019 Amending Chapter 22, Article VIII of the Oxnard City Code Regarding Water Waste (Non-Urgency).
RECOMMENDATION: That the City Council adopt Ordinance No. 3019 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"; and find Ordinance No. 3019 is not subject to the California Environmental Quality Act pursuant to California Code of Regulations, Title 14, Chapter 3, sections 15060(c)(2), 15050(c)(3) and 15601(b)(3).

(This item did not originate in Committee.)
Legislative Body: City Council
Contact: Stephen Fischer, (805) 385-7483
3. Public Works Department
SUBJECT: Adoption of Ordinance No. 3020 Amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code.
RECOMMENDATION: That the City Council adopt the 2022 Speed Limit Ordinance No. 3020 amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code, which is entitled:

"ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SPEED LIMITS".

(Public Works and Transportation Committee approved 2-0.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055
4. Public Works Department
SUBJECT: Sewer Use Agreement A-8503 between City of Oxnard and Channel Islands Beach Community Services District.
RECOMMENDATION: That the City Council approve and authorize an Agreement with Channel Islands Beach Community Services District, for a ten-year term ending December 31, 2033, for a new Sewer Use Agreement (SUA).

(This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(1) in conjunction with title 14 of the California Code of Regulations section 15268.)

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Professional Services Agreement No. 32300020 with Raftelis Financial Consultants, Inc. for a Wastewater and Environmental Resources Rate Study.

RECOMMENDATION: That the City Council approve and authorize a Professional Services Agreement with Raftelis Financial Consultants, Inc. (Raftelis), in the amount not to exceed \$275,000 for a term ending June 30, 2024, for a cost of service analysis and rate study for the Wastewater and Environmental Resources Divisions.

(This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(1) in conjunction with title 14 of the California Code of Regulations section 15268).

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Police Department

SUBJECT: Phoenix Group Information Systems Agreement (A-8504).

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign an agreement with Phoenix Group Information Services ("Phoenix Group"), for three (3) years, with a total agreement amount not to exceed \$810,000, for parking citation processing, administrative citation processing, and security alarm licensing management services.

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

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

7. Police Department

SUBJECT: Third Amendment to the Professional Services Agreement 8463-18-PO with Phoenix Group Information Services for Parking and Administrative Citations Services.

RECOMMENDATION: That the City Council approve and authorize the execution of the Third Amendment to the Professional Services Agreement with Phoenix Group Information Services ("Phoenix Group"), to increase the not to exceed amount from \$610,000 to \$660,000 and to extend the term to December 31, 2022.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

8. Fire Department

SUBJECT: Approval for Purchase of Eight (8) Utility Vehicles.

RECOMMENDATION: That the City Council authorize and approve replacing aged-out utility vehicles with modern Ford F-Series pickup trucks at an estimated average cost of \$84,000 per unit; \$672,000 for eight (8) units (with approval of upfitting the vehicles to be brought to Council at a future meeting) to continue meeting the Fire department's mission for the City of Oxnard.

(Finance and Governance Committee approved 3-0.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

9. Fire Department

SUBJECT: Professional Services Agreement No. 32300171 with On Duty Health, PLLC for Fire Department Annual Wellness Exams.

RECOMMENDATION: That the City Council authorize approval of Agreement No. 32300171 with On Duty Health, PLLC to provide annual wellness exams for the Fire Department in the amount of \$98,280 per year for three years for a total not to exceed amount of \$294,840.

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

L. REPORTS

1. Human Resources Department

SUBJECT: Approval of Memorandum of Understanding with the International Association of Firefighters. (30 minutes)

RECOMMENDATION: That the City Council of the City of Oxnard adopt the Resolution approving the successor Memorandum of Understanding between the City of Oxnard and the International Association of Firefighters and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement.

(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/HgyWqhR7EZk>

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

2. Public Works Department

SUBJECT: Construction Agreement 32300045 with GMZ Engineering, Inc. for the Mandalay Bay Bridge and the Edison Canal Bridge, and the First Amendment to the engineering Agreement A-8141 with Dokken Engineering for the Mandalay Bay Bridge and Edison Canal Bridge, Specification No. PW 18-61. (10 Minutes)

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$5,587,808 in Project funds for the Mandalay Bay Bridge and Edison Canal Bridge:

1. Execute an Agreement for construction with GMZ Engineering, Inc. in an amount not to exceed \$4,407,468 for the Projects; and
2. Authorize a Project contingency amount of \$660,000 with GMZ Engineering, Inc. for a total not to exceed contract value of \$5,067,468 for the Projects;
3. Execute a First Amendment to an Agreement with Dokken Engineering to increase the not to exceed amount from \$201,914 to \$293,494 for engineering services during construction.
4. Authorize a Project allocation amount of \$428,760 for Project management, Construction management, and inspection for the Projects.
5. Authorize a budget appropriation of \$940,936 from the Capital Outlay Fund 301 to fully fund the Mandalay Bay Bridge project; and

6. Authorize the Finance Director or designee to recognize future grant funding of \$4,946,886, and approve administrative budget appropriation transfers of available balances between projects 133113 and 133114 for the use of these Projects in the total amount not to exceed \$5,587,808.

(This item is categorically exempt from the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations section 15301(c)).

(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.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Y7reOwDCLMg>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Water Cost of Service Report. (10 minutes)

RECOMMENDATION: That the City Council receive and file the Water Cost of Service Report.

(This item is categorically exempt from the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations section 15306).

(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/geCImC-IUC8>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement 32300052 with Garcia's Landscaping Maintenance, Inc. for On-Call Grid Pruning Services, Specification No. PW 23-38. (10 Minutes)

RECOMMENDATION: That the City Council approve and authorize an Agreement with Garcia's Landscaping Maintenance, Inc. in the amount not to exceed \$4,000,000 for a three-year term for On-Call Grid Pruning Services, Specification No. PW 23-38.

(This item is categorically exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15301(h)).

(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/EcTasfcD8no>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Agreement 32300084 with Garcia's Landscaping Maintenance, Inc. for On-Call Tree Maintenance Services, Specification No. PW 23-39. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize an Agreement with Garcia's Landscaping Maintenance, Inc. in the amount not to exceed \$4,000,000 for a three year term for On-Call Tree Maintenance Services.

(This item is categorically exempt from the California Environmental Quality Act pursuant to Title 14 California Code of Regulations section 15301(h)).

(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/9wcK3fJ294E>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Finance Department

SUBJECT: Authorize Equipment Lease Schedule No. 27 to Finance the Purchase of a Fire Ladder Truck and to Finance the Purchase and Upfitting of Eight (8) Fire Battalion Chief Vehicle Chassis.
(10 minutes)

RECOMMENDATION: That the City Council adopt a resolution authorizing the execution and delivery of Schedules of Property to the Master Equipment Lease/Purchase Agreement not to exceed \$3,450,000 for a ladder fire truck and the purchase and subsequent upfitting of chassis for battalion chief command vehicles; 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.

Presentation will be live upon Consultant's request.

Legislative Body: City Council

Contact: Betsy George, (805) 200-5400

7. Fire Department

SUBJECT: Purchase Order for a Ladder Truck. (10 minutes)

RECOMMENDATION: That the City Council authorize approval of a purchase order for a tractor drawn aerial ladder truck (ladder truck) from South Coast Emergency Fire Equipment in the amount of \$1,776,923.96.

(Finance and Governance Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DzWeE0SHJns>

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

8. Fire Department

SUBJECT: Purchase Order for Upfitting 8 Command Vehicles. (10 minutes)

RECOMMENDATION: That the City Council:

1) Approve and authorize the execution of a purchase order with National Auto Fleet in the amount of \$1,053,108.82 for the upfitting of eight (8) Battalion Chief Command vehicles by 911 Vehicles; and

2) Authorize a budget appropriation recognizing revenue from the proposed equipment financing and appropriating \$490,656.58 to the Lease Purchase Equipment Fund (313) and the corresponding Capital Outlay Fund (301, Project C2203 - Command Vehicles-8).

(Finance and Governance Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/qYigrq9VF10>

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

M. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING
KARL LAWSON FOR OVER THIRTY-THREE YEARS OF OUTSTANDING SERVICE TO
THE CITY OF OXNARD

WHEREAS, Karl Lawson has given over 33 years of outstanding service to the City of Oxnard as a member of the Oxnard Housing Department.

WHEREAS, Karl Lawson began his career with the City of Oxnard after working with the United Farm Workers as an organizer and contract administrator from 1978 – 1989. Karl joined the City of Oxnard as a temporary Senior Community Relations Specialist as part of the 1990 Census effort to increase the historically undercounted non-English speaking population. He built a team that increased the final Census count by 10.5% above the Census Bureau's and state's pre-census projections.

WHEREAS, in 1991 Karl was hired on permanently as the Compliance Service Manager, a position he has held for the past 31 years. Karl's primary duties included administering the Mobile Home Park Rent Stabilization Program, acting as the City's Fair Housing Officer and even serving as the first designated Americans with Disabilities Act Coordinator for the City of Oxnard.

WHEREAS, one of Karl's most significant achievements as the Compliance Services Manager was in 1998-1999, working on the Rent Stabilization Ordinance Review Task Force and brokering a successful agreement between 3000 mobile homeowners and the owners of 22 mobile home parks, which ended years of litigation and resulted in mutual agreement of a strong mobile home rent stabilization ordinance which has helped to maintain housing affordability for a sector which makes up 10% of the City's homeowners.

WHEREAS, in the mid-1990s, Karl Lawson was designated to serve as Hearing Officer for citizen appeals to traffic and code violations, civil citations, business license and tax appeals and tenant appeals of Oxnard Housing Authority actions. Karl has issued decisions in over 250 appeal hearings.

WHEREAS, Karl Lawson was responsible for a variety of City programs, primarily in the Housing Department, including serving as Housing Authority Programs Manager from 2008-2009; Affordable Housing and Rehabilitation Program Manager from 2011 to 2015; Homeless Programs Manager from 2014-2019, during which time he established, operated and managed the City's first 24-hour per day/seven-day per week shelter, from its inception as the sole staff person until the operation was fully staffed, and turned over to an outside firm.

WHEREAS, Karl Lawson served as a staff support and city liaison to various Citizen Advisory Groups, including the Mobile Home Park Rent Review Board, The Housing Authority Resident Advisory Board, the ADA Community Task Force, and the Community Relations Commission.

WHEREAS, Karl Lawson was honored by the Oxnard Community Relations Commission as Outstanding Individual of 1990 and received El Concilio del Condado de Ventura's Latino Leadership Award for Community Service in 2002.

WHEREAS, Karl Lawson has sought to be responsive to citizens, fellow employees, City management, and elected officials in an open, straightforward, culturally-appropriate, and transparent manner throughout his 33 years of service to the City of Oxnard.

NOW, THEREFORE, the City Council of the City of Oxnard resolves: to commend, recognize, and extend its gratitude to Karl Lawson for over 33 years of dedicated service to the City of Oxnard. The City of Oxnard offers its best wishes as he embarks on this new journey.

PASSED AND ADOPTED THIS 20th day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

CEREMONIAL ITEMS AGENDA ITEM NO. E.3

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Declare Results of the Canvass of Returns of the November 8, 2022 General Municipal Election and Administer the Oath of Office. (60 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a resolution declaring the results of the canvass of returns of the November 8, 2022 General Municipal Election in the City of Oxnard; and
2. Authorize the City Clerk to administer the oath of office to the newly re-elected officers, Gabriela Basua, Bert E. Perello, and Gabriel Teran, followed by remarks from the Councilmembers.

BACKGROUND

The City Council adopted the following resolutions in preparation for the November 8, 2022 election:

- Resolution No. 15,600 (June 30, 2022) – calling and giving notice of the Municipal General Election of City Council Districts 1, 2, and 5 and consolidating the election with the County of Ventura;
- Resolution No. 15,575 (May 17, 2022) – to authorize an election to be held on November 8, 2022 to consider the adoption of a Measure titled "Term Limits for the Mayor and Councilmembers; extension of Mayor's Term from two years to four years starting in 2022" ("Measure C");

The final official canvass shows that Bert E. Perello was the successful candidate for Council District 1, Gabriel Teran for Council District 2, and Gabriela Basua for Council District 5. Measure "C" was approved by the requisite majority of votes cast.

The County Clerk certified the election on December 8, 2022 and the Board of Supervisors is anticipated to approve the results at its December 13, 2022 meeting.

The Certificates of Election Results are attached to the proposed resolution.

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

Adoption of the resolution carries no fiscal impact. Final costs for the General Election have not yet been fully calculated.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. Resolution Certifying Nov 2022 General Municipal Election.v2
2. Exhibit A Certificate of the County Clerk General Municipal Election November 8, 2022 - Districts 1, 2, & 5
Received 12 08 2022
3. Exhibit B Certificate of the County Clerk General Municipal Election November 8, 2022 - Term Limits Measure C
Received 12 08 2022

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
DECLARING THE RESULTS OF THE CANVASS OF THE GENERAL
ELECTION RETURNS FROM THE GENERAL MUNICIPAL ELECTION
HELD ON NOVEMBER 8, 2022

WHEREAS, the City Council of the City of Oxnard called for a General Municipal Election in the City of Oxnard on November 8, 2022, to elect a Councilmember for Council District 1 for a term of four years; to elect a Councilmember for Council District 2 for a term of four years; and to elect a Councilmember for Council District 5 for a term of four years; and

WHEREAS, the City Council of the City of Oxnard called for an election of one ballot measure (Measure C) for the November 8, 2022 General Municipal Election; and

WHEREAS, notice of the General Municipal Election was duly given in the time, form, and manner provided by law, and the General Municipal Election was held on the above date, and the votes cast were canvassed and the returns thereof made at the time and in the manner and form provided by law; and

WHEREAS, on this 20th day of December, 2022, the City Council duly assembled at its usual place of meeting and received the certification of the election from the County Clerk.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve:

1. That a General Municipal Election was held on November 8, 2022, and that the Vote By Mail and in-person ballots cast were duly canvassed in the form and in the manner required by law.

2. That this City Council has reviewed the canvass of the returns of the election and from the returns it appears, and this City Council finds, that the whole number of votes cast in the City of Oxnard in the election, the names of the persons voted for and for what office each person was voted for, the number of votes cast for each person, and the total number of votes given to each measure, are as shown on Exhibits "A" and "B", attached hereto and incorporated herein by this reference.

3. That Bert E. Perello received the highest number of votes for the office of Councilmember for Council District 1 and is hereby declared to be elected.

4. That Gabriel Teran received the highest number of votes for the office of Councilmember for Council District 2 and is hereby declared to be elected.

5. That Gabriela Basua received the highest number of votes for the office of Councilmember for Council District 5 and is hereby declared to be elected.

6. That more than 50% of the votes cast for Measure C were in favor of the measure and it is hereby declared to be passed.

PASSED AND ADOPTED this 20th day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

OFFICIAL
CERTIFICATE OF THE COUNTY CLERK
(Elections Code Sections 15372 (a) and 10264)

**City of Oxnard, District 1
General Municipal Election
November 8, 2022**

State of California }
County of Ventura } SS.

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the attached is a true and correct Canvass of the Votes Cast for all the candidates for the one office of Member of the City Council, District 1 at the City of Oxnard General Municipal Election consolidated with the General Election held on November 8, 2022.

I further certify that the total ballots cast at the City of Oxnard, District 1 General Municipal Election are as follows:

<u>VOTE CENTER BALLOTS CAST</u>	<u>VOTE BY MAIL BALLOTS CAST</u>	<u>TOTAL BALLOTS CAST</u>
1,209	10,784	11,993

I further certify that the total votes cast for the one office of Member of the City Council, District 1 are as follows:

<u>MEMBER OF THE CITY COUNCIL</u>	<u>VOTE CENTER VOTE</u>	<u>VOTE BY MAIL VOTE</u>	<u>TOTAL VOTE</u>
CHRISTOPHER P. AREVALO	187	1,543	1,730
DOUGLAS DEAN PARTELLO	303	2,240	2,543
BERT E. PERELLO	362	4,391	4,753
EDUARDO Q. HUERTA	163	928	1,091

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this 8th day of December 2022.


MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

OFFICIAL
CERTIFICATE OF THE COUNTY CLERK
(Elections Code Sections 15372 (a) and 10264)

**City of Oxnard, District 2
General Municipal Election
November 8, 2022**

State of California }
County of Ventura } SS.

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the attached is a true and correct Canvass of the Votes Cast for all the candidates for the one office of Member of the City Council, District 2 at the City of Oxnard General Municipal Election consolidated with the General Election held on November 8, 2022.

I further certify that the total ballots cast at the City of Oxnard, District 2 General Municipal Election are as follows:

<u>VOTE CENTER BALLOTS CAST</u>	<u>VOTE BY MAIL BALLOTS CAST</u>	<u>TOTAL BALLOTS CAST</u>
650	5,706	6,356

I further certify that the total votes cast for the one office of Member of City Council, District 2 are as follows:

<u>MEMBER OF THE CITY COUNCIL</u>	<u>VOTE CENTER VOTE</u>	<u>VOTE BY MAIL VOTE</u>	<u>TOTAL VOTE</u>
GABRIEL TERAN	323	3,321	3,644
TAI HARTLEY	248	1,728	1,976

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this 8th day of December 2022.


MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

OFFICIAL
CERTIFICATE OF THE COUNTY CLERK
(Elections Code Sections 15372 (a) and 10264)

**City of Oxnard, District 5
General Municipal Election
November 8, 2022**

State of California }
County of Ventura } SS.

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the attached is a true and correct Canvass of the Votes Cast for all the candidates for the one office of Member of City Council, District 5 at the City of Oxnard General Municipal Election consolidated with the General Election held on November 8, 2022.

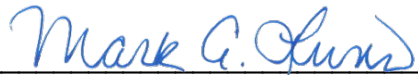
I further certify that the total ballots cast at the City of Oxnard, District 5 General Municipal Election are as follows:

<u>VOTE CENTER BALLOTS CAST</u>	<u>VOTE BY MAIL BALLOTS CAST</u>	<u>TOTAL BALLOTS CAST</u>
445	4,184	4,629

I further certify that the total votes cast for the one office of Member of City Council, District 5 are as follows:

<u>MEMBER OF THE CITY COUNCIL</u>	<u>VOTE CENTER VOTE</u>	<u>VOTE BY MAIL VOTE</u>	<u>TOTAL VOTE</u>
GABRIELA BASUA	168	2,169	2,337
ARMANDO PIÑA	104	824	928
LAWRENCE PAUL STEIN	124	860	984

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this 8th day of December 2022.


MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

OFFICIAL
CERTIFICATE OF THE COUNTY CLERK
(Elections Code Sections 15372 (a) and 10264)

**City of Oxnard
Term Limits Election
Measure "C"**

November 8, 2022

State of California }
County of Ventura } SS.

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the following is a true and correct Canvass of the Ballots Cast for and against Measure "C" for the City of Oxnard Term Limits Election consolidated with the General Election held on November 8, 2022.

I certify that the total ballots cast at the City of Oxnard Term Limits Election are as follows:

<u>VOTE CENTER BALLOTS CAST</u>	<u>VOTE BY MAIL BALLOTS CAST</u>	<u>TOTAL BALLOTS CAST</u>
3,607	32,842	36,449

I further certify that the total votes cast on Measure "C" are as follows:

<u>MEASURE "C"</u>	<u>VOTE CENTER VOTE</u>	<u>VOTE BY MAIL VOTE</u>	<u>TOTAL VOTE</u>
YES	1,942	17,130	19,072
NO	1,487	13,875	15,362

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this 8th day of December 2022.


MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura



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

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Appointment of Councilmembers to Serve on Various Boards, Commissions, and Committees to replace Councilmember Lopez. (5 minutes)

RECOMMENDATION

1. That the Mayor, with the approval of the City Council, appoint members and alternates from the City to the:
 - a) Beach Erosion Authority for Control of Operations & Nourishment (one primary);
 - b) Clean Power Alliance Board of Directors (one alternate);
 - c) Economic Development Collaborative - Ventura County (one primary);
 - d) Regional Defense Partnership for the 21st Century (one primary);
 - e) Ventura County Regional Energy Alliance (one alternate); and
2. That the City Council, as a whole, appoint one Councilmember to the Oxnard Airport Authority.

BACKGROUND

Following the tragic death of Supervisor Carmen Ramirez, Governor Newsom appointed Councilmember Vianey Lopez to the Ventura County Board of Supervisors on September 23, 2022. On October 3, 2022, Councilmember Lopez, who represented City Council District 6, resigned from the Oxnard City Council to assume her new position on the Ventura County Board of Supervisors.

This resulted in vacancies on the boards and commissions listed above. These appointments are to fill the vacancies. A list of the proposed committee appointments is attached.

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: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. City Council Boards, Commissions and Committees 2022

	Committee Name	Councilmember
1.	Association of Water Agencies for Ventura County	Mayor Pro Tem MacDonald Mayor Zaragoza (A)
2.	Beach Erosion Authority for Control of Operation and Nourishment*	Councilmember Teran Councilmember Madrigal (A)
3.	Big Independent Cities Excess Pool Joint Powers Authority	Councilmember Perello
4.	Clean Power Alliance Board of Directors*	Councilmember Perello Councilmember Teran (A) Kathleen Mallory (A)
5.	Economic Development Collaborative – Ventura County	Mayor Pro Tem MacDonald
6.	Gold Coast Transit District*	Mayor Pro Tem MacDonald Mayor Zaragoza (A)
7.	Las Cortes Housing Development Corporation*	Mayor Pro Tem MacDonald Councilwoman Basua
8.	Oxnard Airport Authority*	Councilmembers Perello and Teran Mayor Zaragoza (A)
9.	Oxnard Convention & Visitors Bureau*	Mayor Pro Tem MacDonald Councilmember Perello(A)
10.	Regional Defense Partnership for the 21 st Century	Councilmember Teran Mayor Zaragoza (A)
11.	Ventura Council of Governments*	Councilmember Perello Councilmember Madrigal (A)
12.	Ventura County Air Pollution Control District*	Mayor Zaragoza
13.	Ventura County Animal Regulation Commission	Mayor Zaragoza Councilmember Madrigal (A)
14.	Ventura County Regional Energy Alliance	Councilwoman Basua Councilmember Perello (A)
15.	Ventura Regional Sanitation District (VRSD)*	Councilmember Perello Mayor Zaragoza (A)
16.	Ventura County Transportation Commission*	Mayor Pro Tem MacDonald

*Form 700 Filling Requirements

(A) Alternate

Revised 12/8/2022



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

DATE: December 20, 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 November 15, 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 11 15 2022 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
November 15, 2022

A. ROLL CALL, POSTING OF AGENDA

At 4:36 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, Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Oscar Madrigal was absent.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; Steve McNaughten, Fire Marshal; Michael Wolfe, Public Works Director; Jose Arreola, Fleet Services Manager; Steve Naveau, Human Resources Director; Mike More, Human Resources Risk Manager; Helen Miller, Chief Information Officer; Beth Vo, Assistant Chief Financial Officer; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Staff members Shiri Klima, Deputy City Manager; Brian Yanez, Assistant Public Works Director; and Joseph Marcinko, Assistant Public Works Director participated via videoconference.

Jackie Rose, JD, MS, CAWA, Animal Services Director for the County of Ventura participated in person.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

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

C. CLOSED SESSION (4:30 PM)

1. THREAT TO PUBLIC SERVICES OR FACILITIES (Government Code section 54957(a))
Consultation with: Shiri Klima, Deputy City Manager; Helen Miller, Chief Information Officer.
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

At 4:38 p.m., the City Council recessed to a closed session. At 5:48 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that City Council provided direction to the labor negotiators.

D. APPOINTMENT ITEMS (5:30 PM)

1. SUBJECT: Presentation by the Ventura County Animal Services on the new Pets for Life Program. (30 minutes)

Jackie Rose, JD, MS, CAWA, Animal Services Director for the County of Ventura presented to Council about the Pets for Life program. The Ventura County Animal Services (VCAS) has partnered with the Humane Society of the United States for funding from the Ventura County Community Foundation. The Ventura County Animal Services has been awarded a multi-year grant to implement the HSUS' Pets for Life Model program. The award is for approximately \$250,000 per year for three years. This grant secures funding for the new "Pets for Life" program which will be rolled out in the City of Oxnard.

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 December 1, 2022 as "World AIDS Day."

Mayor Zaragoza read the proclamation and presented it to Salvador (Sal) Fuentes, Chair of the HIV/AIDS Coalition in Ventura County. Chair Fuentes accepted the proclamation and introduced Juan Lopez, Program Director at Ventura County Public Health. Mr. Lopez announced the services available at the new HIV/AIDS Center located in Oxnard. They accepted the proclamation and said a few remarks.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Elizabeth Gollner (bike riders) and Lang Martinez (homeless).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. Public Works Department

SUBJECT: Reconsideration of Local Emergency Due to Ongoing Drought Conditions.

RECOMMENDATION: That the City Council adopted **Resolution #15,646** confirming the need to continue the local emergency declared on May 17, 2022, due to drought conditions and lack of adequate water supply.

(This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code § 21080(b)(4))

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion passed 5-0. Councilmember Madrigal was absent.

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 formal action was taken on this item.

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

Councilmember Teran recently attended the Fremont North Neighborhood Council meeting. He presented and provided updates for this neighborhood. He congratulated the new Executive Board members. He attended the Carriage Square Neighborhood Council's follow-up meeting with the Principal from Curren Elementary School and administrative staff from the Oxnard School District regarding traffic control issues. He reminded the residents of District 6 to consider running for office and inquire about the Special Election being held.

Councilmember Basua wished everyone a happy Thanksgiving holiday.

Councilmember Perello also wished everyone a happy Thanksgiving holiday. He made a comment that not all bike riders are bad characters. He is grateful for the resident that submitted a police report. He reminded residents that if you see that something wrong is happening to say something. He thanked the candidates that ran for office during the municipal general election. He made a comment about the traffic issues at the local schools. He stated that vehicles regularly park on red painted curbs at the schools.

Mayor Zaragoza thanked the candidates that ran for the Councilmember positions during the November 8, 2022 Municipal General Election. Mayor Zaragoza congratulated Councilmember Basua, Councilmember Perello, and Councilmember Teran for being re-elected to City Council. He recognized the Veterans of Ventura County. He also thanked all the City staff involved in organizing the Veteran's Day festivities. He also thanked the Public Works Department staff for painting the buildings at City Hall.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L-7 were discussed among the Council and staff.

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the October 18, 2022 regular meetings as presented.

2. Police Department

SUBJECT: Second Amendment to Agreement with Sintra Group for Background Investigations.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute:

1. The Second Amendment to Agreement No. 8502-18-PO with Sintra Group for background

investigations and increase the total agreement value from \$525,000 to \$975,000; and

2. Extend the agreement for an additional year with a termination date of January 2, 2024.

3. Community Development Department

SUBJECT: Adoption of **Ordinance No. 3021** for California Building Standards Regulations.

RECOMMENDATION: That the City Council adopt Ordinance No. 3021 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.

4. Police Department

SUBJECT: Supplemental Law Enforcement Services Fund (SLESF).

RECOMMENDATION: That the City Council:

1. Recognize \$313,554 in grant revenue from the State Supplemental Law Enforcement Services Fund (SLESF) for Citizens Option for Public Safety (COPS) Program;

2. Approve a budget appropriation in the amount of \$313,554 for various equipment purchases and funding for community engagement activities; and

3. Authorize the City Manager or designee to approve additional budget appropriations if awarded.

5. Police Department

SUBJECT: Federal and State Asset Forfeiture Funds.

RECOMMENDATION: That the City Council approve a budget appropriation of \$175,900 for the use of Federal and State asset forfeiture funds allocated to the City of Oxnard Police Department.

6. Public Works Department

SUBJECT: Approve Purchase Order with Fleet Services, Inc. for Medium and Heavy Duty Equipment Parts and Supplies.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute a Purchase Order with Fleet Services, Inc. in an amount not to exceed \$750,000 for a three-year term, with two one-year extensions upon agreement by both parties, beginning December 1, 2022 and ending November 30, 2025, for medium and heavy duty equipment parts and supplies.

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

7. Public Works Department

SUBJECT: First Amendment to the Trade Services Agreement 9547-22-PW with Powers Bros. Machine, Inc., and a Second Amendment 9548-22-PW to the Trade Services Agreement with All-Safe Electric, Inc. for On-Call Pump and Motor Repair Services.

RECOMMENDATION: That the City Council approve and authorize the execution of the following amendments to the on-call pump and motor repair agreements for the Water and Wastewater Divisions:

1. A First Amendment to a Trade Services Agreement with Powers Bros. Machinery, Inc., to increase the not to exceed amount from \$100,000 to \$450,000 and to extend the term to February 29, 2024; and
2. A Second Amendment to a Trade Services Agreement with All-Safe Electric, Inc., to increase the not to exceed amount from \$200,000 to \$450,000 and to extend the term to February 29, 2024.

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

It was moved by Councilmember Basua, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Basua, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion passed 5-0. Councilmember Madrigal was absent.

M. REPORTS

1. Public Works Department

SUBJECT: Approve Purchase Order with WEX Bank for the Fleet Fuel Card Program. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute a Purchase Order with WEX Bank in an amount not to exceed \$8,800,000 for a two-year term for Fuel Cards.

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

Public Works Director Wolfe was available to answer questions. No public comments were received.

It was moved by Councilmember Basua, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion passed 5-0. Councilmember Madrigal was absent.

2. Public Works Department

SUBJECT: Agreement A-8505 with Toro Enterprises, Inc. for Ventura Boulevard Sidewalk Improvement Project, Specification No. PW 18-48. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$2,960,510 in Project funds for the Ventura Boulevard Sidewalk Improvement Project, Specification No. PW 18-48 (No. 133107):

1. The Mayor to execute an Agreement with Toro Enterprises, Inc. in the amount of \$2,467,092 for the Project;

2. A Project contingency amount of \$246,709 for the Project;
3. A Project allocation amount of \$246,709 for engineering, inspection, survey and project management for the Project; and
4. A budget appropriation of \$66,655 from TDA/LTF3-BI/PED Fund (214); and budget reallocations of \$144,736 within the Air Pollution Buydown Fee Fund (118), \$139,864 within the TDA/LTF8-CIP Fund (212), and \$359,416 within the General Fund Capital Outlay Fund (301) for the Project.

(This item is categorically exempt from the California Environmental Quality Act pursuant to 14 C.C.R. § 15304(f))

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 Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion passed 5-0. Councilmember Madrigal was absent.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 6:38 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 3019 Amending Chapter 22, Article VIII of the Oxnard City Code Regarding Water Waste (Non-Urgency).

RECOMMENDATION

That the City Council adopt Ordinance No. 3019 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"; and find Ordinance No. 3019 is not subject to the California Environmental Quality Act pursuant to California Code of Regulations, Title 14, Chapter 3, sections 15060(c)(2), 15050(c)(3) and 15601(b)(3).

(This item did not originate in Committee.)

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 also proceeded as an Urgency Ordinance pursuant to Government Code section 36937, subdivision (b), which was adopted by the City Council on November 1, 2022. The Ordinances and their amendments to Chapter 22, Article VIII are identical. The Urgency Ordinance went into effect immediately upon adoption. Whereas this non-urgency ordinance will be effective 30 days after adoption. 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 this non-urgency 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.

On November 1, 2022, the City Council by unanimous vote introduced by title only, waiving further reading, an ordinance amending certain sections of Article VIII of Chapter 22 of the Oxnard City Code and implementing water conservation measures. If adopted, the ordinance will become effective 30 days after the date of adoption.

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

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 finds 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.

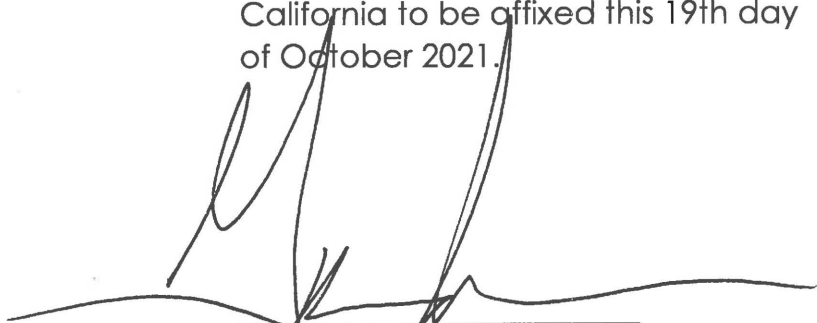
- c. The use of potable water, except with the use of a positive shut-off nozzle, for the individual private washing of motor vehicles.
 - d. The use of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain.
 - 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)	INITIAL REQUEST (Acre-Feet)	APPROVED ALLOCATION (Acre-Feet)	PERCENT INITIAL REQUEST APPROVED
	(1)	(2)	(3)	(4) = (3)/(2)
<u>FEATHER RIVER</u>				
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	
<u>NORTH BAY</u>				
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	
<u>SOUTH BAY</u>				
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	
<u>SAN JOAQUIN VALLEY</u>				
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	
<u>CENTRAL COASTAL</u>				
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	
<u>SOUTHERN CALIFORNIA</u>				
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 Geronio 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](https://www.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

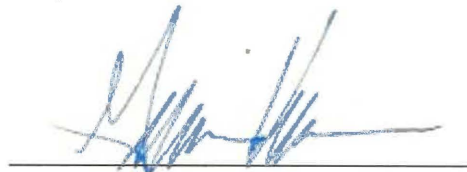
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water 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:

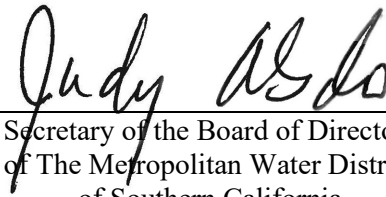
- (1) The Emergency Water Conservation Program shall conform to the framework outlined in Board Letter 7-1, dated April 26, 2022. (A copy of this Board Letter may be accessed through Metropolitan's website at <https://mwdh2o.legistar.com/Calendar.aspx>.) This framework includes volumetric penalties for 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

Res. No. 2042

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

Res. No. 2042

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

Res. No. 2042

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-

Res. No. 2042

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, 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.

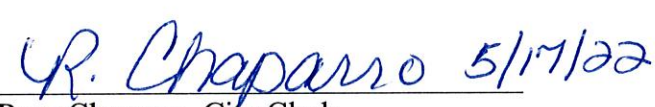
ABSTAIN: None.

ABSENT: Mayor Zaragoza



John C. Zaragoza, Mayor

ATTEST:



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

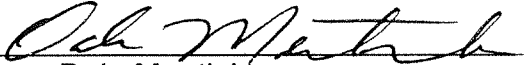
OAL Matter Type: Emergency (E)

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

EMERGENCY

For use by Secretary of State only

OAL FILE NUMBERS	NOTICE FILE NUMBER Z-	REGULATORY ACTION NUMBER 2022-0606-03E	EMERGENCY NUMBER
For use by Office of Administrative Law (OAL) only			
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 ☐ 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 REPEAL 23	
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)) ☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100) ☐ File & Print ☐ Print Only ☒ Other (Specify) <u>Water Code Section 1058.5</u>			
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
TYPED NAME AND TITLE OF SIGNATORY
Eric Oppenheimer, Chief Deputy Director, State Water Resources Control BoardDATE
6/6/2022

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 3020 Amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code.

RECOMMENDATION

That the City Council adopt the 2022 Speed Limit Ordinance No. 3020 amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code, which is entitled:

"ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SPEED LIMITS".

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

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.

Roadway Characteristics

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 Ordinance No. 3020.

On November 1, 2022, the City Council by unanimous vote introduced by title only, waiving further reading, the 2022 Speed Limit Ordinance No. 3020. If adopted, the ordinance will become effective 30 days after the date of adoption.

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

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
Saviors 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 G 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	<u>From Camino Del Sol to Eastman Avenue</u>	<u>40</u>
	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
<u>Oxnard Boulevard</u>	<u>From Channel Islands Boulevard to Pleasant Valley Road</u>	<u>60</u>
	<u>From Rose Avenue to Channel Islands Boulevard</u>	<u>55</u>
	<u>From the railroad tracks to Rose Avenue</u>	<u>45</u>
	<u>From Wooley Road to the railroad tracks</u>	<u>40</u>
	<u>From Second Street to Wooley Road</u>	<u>30</u>
	<u>From Robert Avenue to Second Street</u>	<u>35</u>
	<u>From Vineyard Avenue to Robert Avenue</u>	<u>45</u>
	<u>From Town Center Drive to Vineyard Avenue</u>	<u>50</u>
	<u>From Forest Park Boulevard to Town Center Drive</u>	<u>35</u>
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 <u>Route 101 southbound ramp</u>	50
	From Gonzales Road <u>Route 101 southbound ramp to Auto Center Drive the northerly City limits</u>	35 <u>40</u>
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 <u>40</u>
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
	<u>From Oxnard Boulevard to Route 101</u>	<u>35</u>
	<u>From Route 101 to Forest Park Boulevard</u>	<u>40</u>
	<u>From Forest Park Boulevard to northerly city limits</u>	<u>55</u>
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.

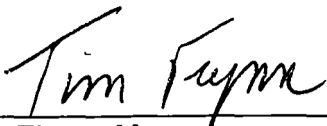
APPROVED and ADOPTED this 22nd day of May, 2018, by the following vote:

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

NOES: None.

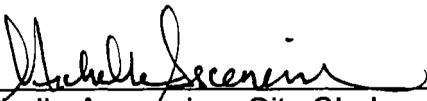
ABSTAIN: None.

ABSENT: None.

 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)



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	<i>Bluefin Cir</i>	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 existing speed limit
Percentage of Vehicles in Pace	87.8%					
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					
<u>Comments</u>						

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

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%

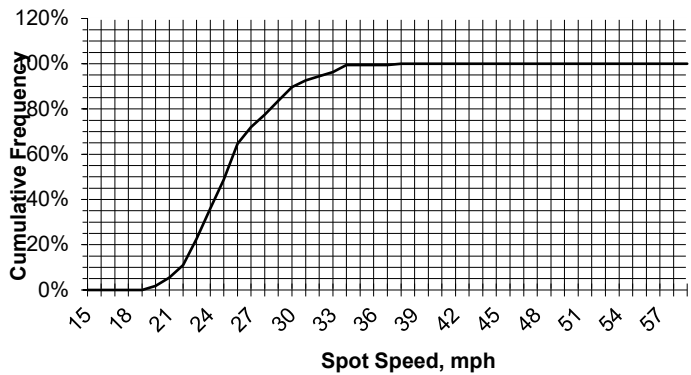
Date: 4/26/2022 Day: Tuesday
 Weather: Clear
 Hours: 2:35-3:10p
 Recorder: EY
 Posted Speed: 25 mph
 Remarks: _____

DATA ANALYSIS:

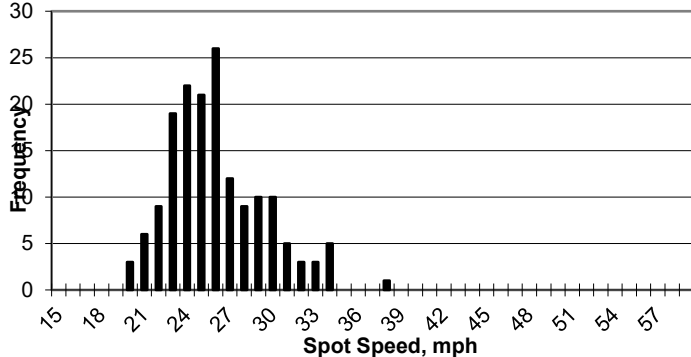
Mean Speed: 26
 Standard Deviation: 3
 Standard error of the mean: 0.23
 50th Percentile: 26
 85th Percentile: 30
 97th Percentile: 34
 10 Mile Pace: 21 to 30
 % of Samples in 10-Mile Pace: 87.80%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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:	Wednesday	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	Traffic 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					
<u>Comments</u>						

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

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%

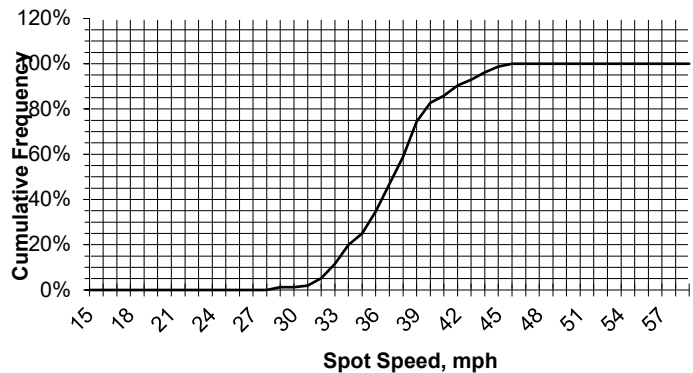
Date: 3/30/2022 Day: Wednesday
 Weather: clear
 Hours: 3:40-4:00 PM
 Recorder: EY/AY
 Posted Speed: 40 mph
 Remarks: _____

DATA ANALYSIS:

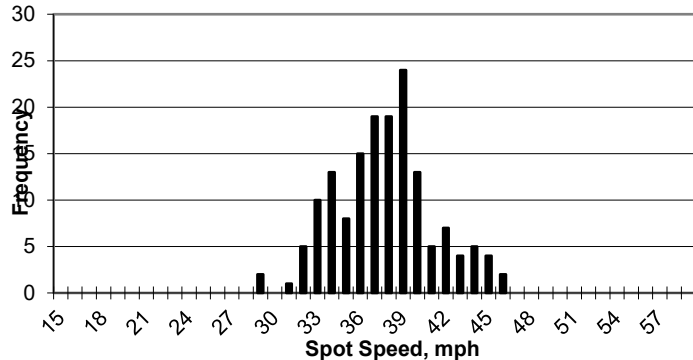
Mean Speed: 38
 Standard Deviation: 3
 Standard error of the mean: 0.24
 50th Percentile: 38
 85th Percentile: 41
 97th Percentile: 45
 10 Mile Pace: 33 to 42
 % of Samples in 10-Mile Pace: 85.26%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

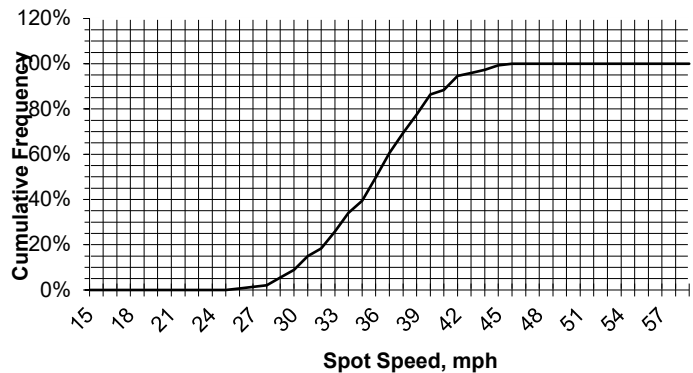
Date: 3/30/2022 Day: Wednesday
 Weather: Clear
 Hours: 3:10-3:35 PM
 Recorder: EY/AY
 Posted Speed: 40 mph
 Remarks:

DATA ANALYSIS:

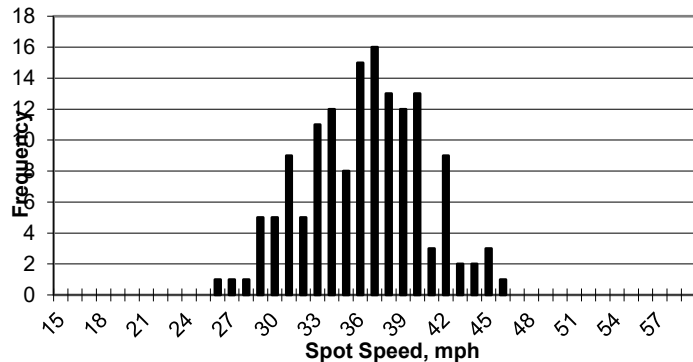
Mean Speed: 36
 Standard Deviation: 4
 Standard error of the mean: 0.33
 50th Percentile: 37
 85th Percentile: 40
 97th Percentile: 44
 10 Mile Pace: 31 to 40
 % of Samples in 10-Mile Pace: 77.55%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>	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

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%

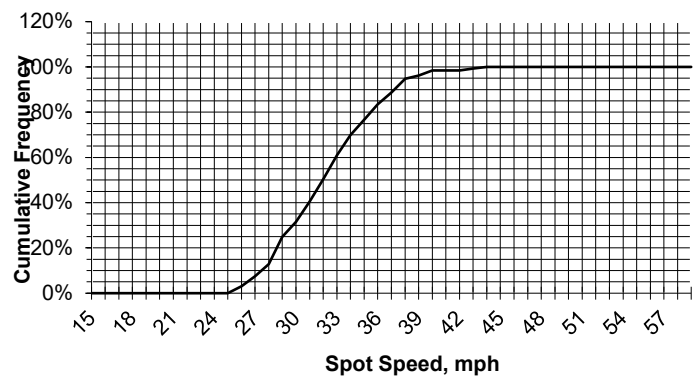
Date: 3/8/2022 Day: Tuesday
 Weather: Clear
 Hours: 9:50-10:20 AM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks: Hueneme HS

DATA ANALYSIS:

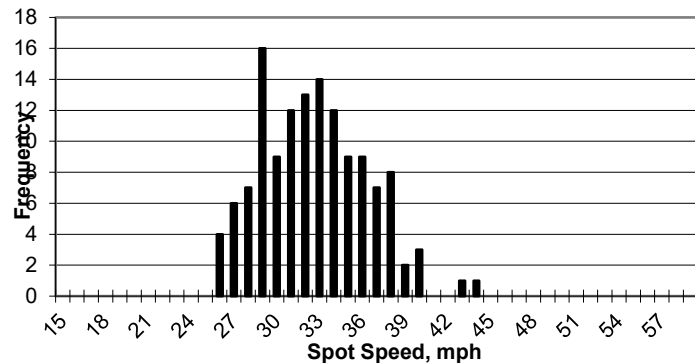
Mean Speed: 33
 Standard Deviation: 4
 Standard error of the mean: 0.35
 50th Percentile: 32
 85th Percentile: 37
 97th Percentile: 40
 10 Mile Pace: 29 to 38
 % of Samples in 10-Mile Pace: 81.95%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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 speed limit
Percentage of Vehicles in Pace	86%					
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	Residential /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: Saviors Rd / San Juan Ave Ref. # 5

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%

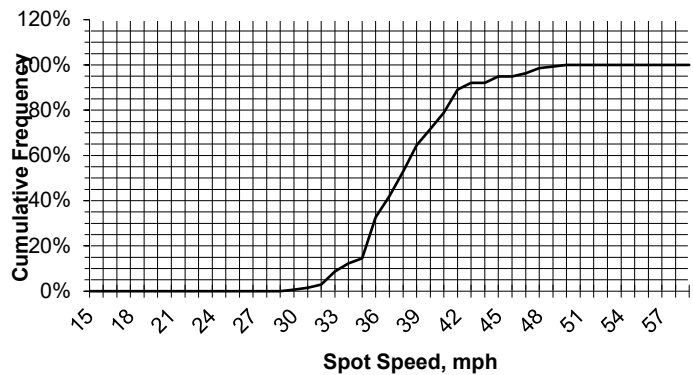
Date: 3/8/2022 Day: Tuesday
 Weather: Clear
 Hours: 9:15-9:45 AM
 Recorder: EY
 Posted Speed: 35 mph
 Remarks:

DATA ANALYSIS:

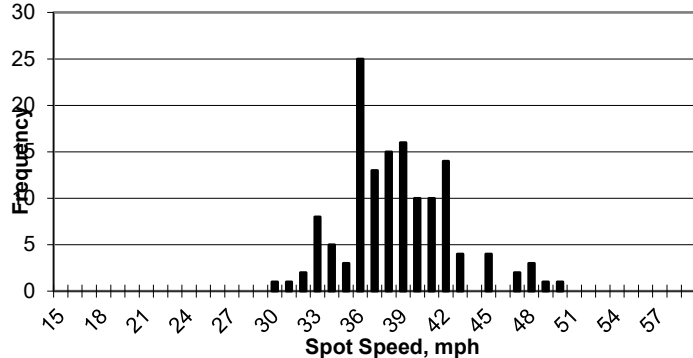
Mean Speed: 39
 Standard Deviation: 4
 Standard error of the mean: 0.34
 50th Percentile: 38
 85th Percentile: 42
 97th Percentile: 48
 10 Mile Pace: 33 to 42
 % of Samples in 10-Mile Pace: 86.23%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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 speed limit
Percentage of Vehicles in Pace	91%					
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	Residential /Elementary					
<u>Comments</u>	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

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%

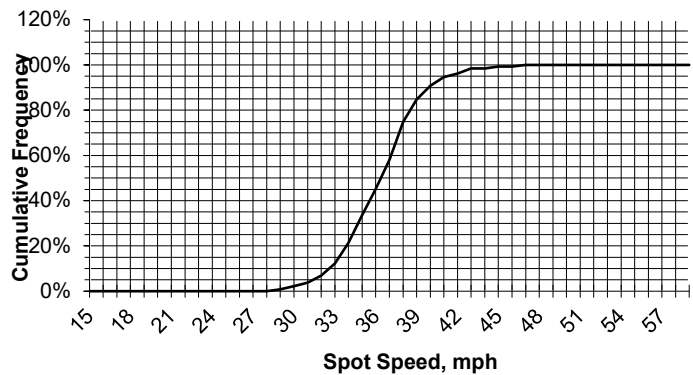
Date: 3/8/2022 Day: Tuesday
 Weather: Clear
 Hours: 10:25-10:55 AM
 Recorder: EY
 Posted Speed: 35 mph
 Remarks: School

DATA ANALYSIS:

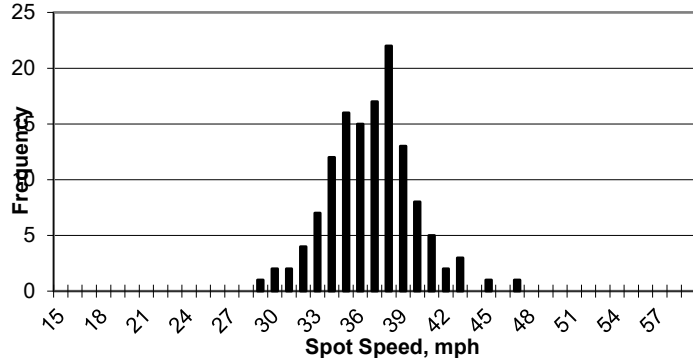
Mean Speed: 37
 Standard Deviation: 3
 Standard error of the mean: 0.26
 50th Percentile: 37
 85th Percentile: 40
 97th Percentile: 43
 10 Mile Pace: 32 to 41
 % of Samples in 10-Mile Pace: 90.84%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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 safety
Percentage of Vehicles in Pace	91%					
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					
<u>Comments</u>	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

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%

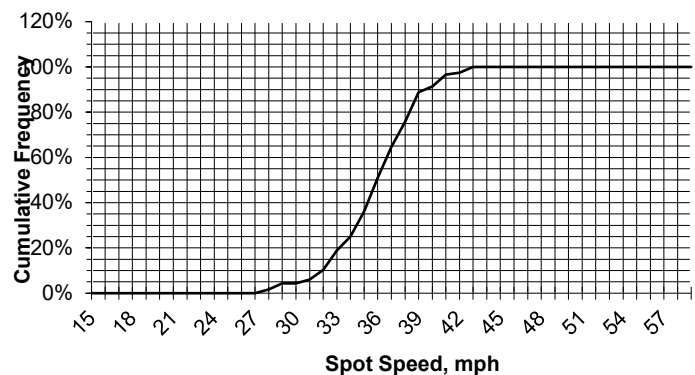
Date: 6/28/2022 Day: Tuesday
 Weather: Clear
 Hours: 3:30 - 4:00p
 Recorder: AY
 Posted Speed: 35 mph
 Remarks: Oxnard City College

DATA ANALYSIS:

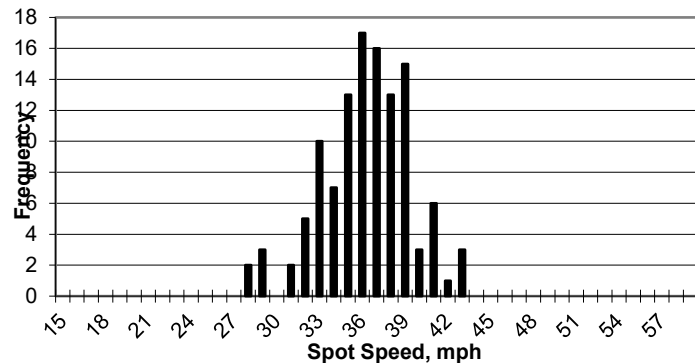
Mean Speed: 36
 Standard Deviation: 3
 Standard error of the mean: 0.28
 50th Percentile: 36
 85th Percentile: 39
 97th Percentile: 42
 10 Mile Pace: 32 to 41
 % of Samples in 10-Mile Pace: 90.52%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>	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

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%

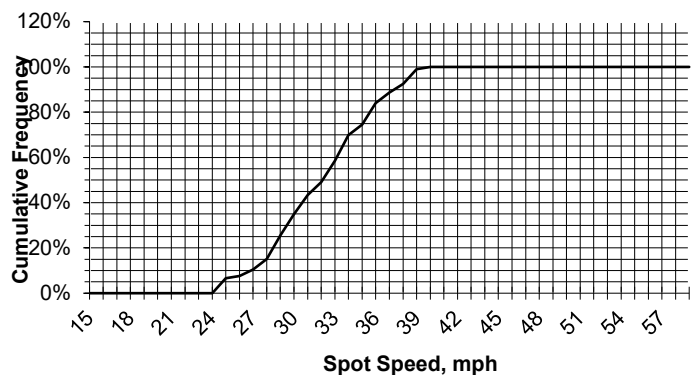
Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:45 - 2:25P
Recorder: AY
Posted Speed: 25 mph
Remarks: Hueneme High School

DATA ANALYSIS:

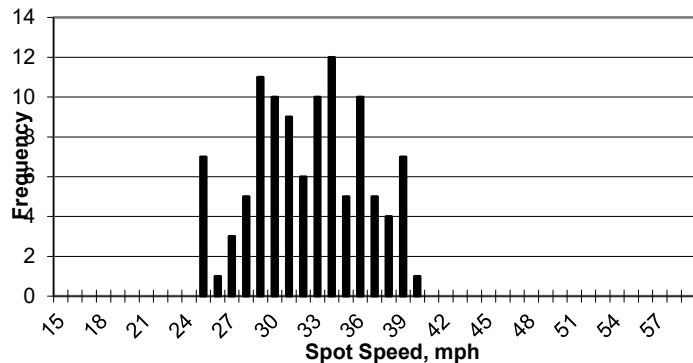
Mean Speed: 32
Standard Deviation: 4
Standard error of the mean: 0.39
50th Percentile: 33
85th Percentile: 37
97th Percentile: 39
10 Mile Pace: 28 to 37
% of Samples in 10-Mile Pace: 78.30%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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 speed limit
Percentage of Vehicles in Pace	76%					
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					
<u>Comments</u>	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

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%

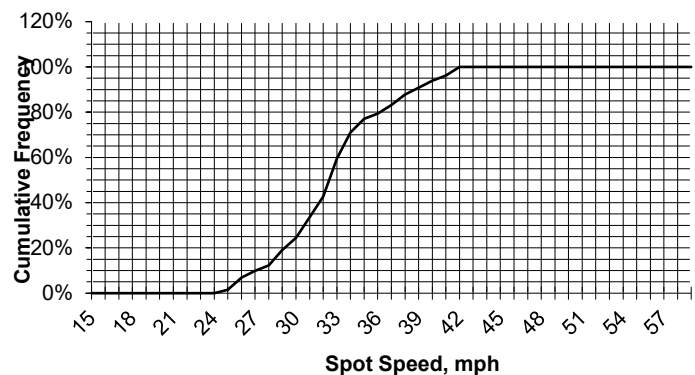
Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:45 - 2:25P
Recorder: EY
Posted Speed: 25 mph
Remarks: Green Jr. High, City Park

DATA ANALYSIS:

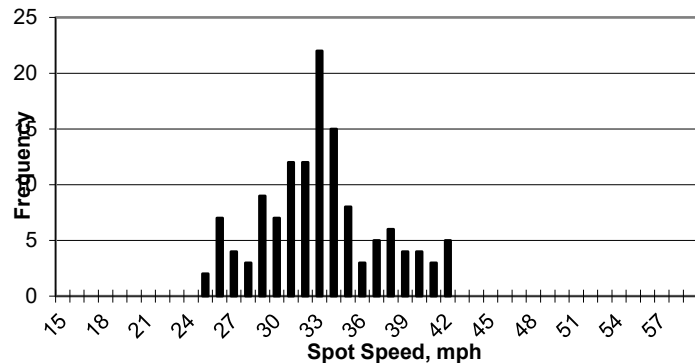
Mean Speed: 33
Standard Deviation: 4
Standard error of the mean: 0.35
50th Percentile: 33
85th Percentile: 38
97th Percentile: 42
10 Mile Pace: 26 to 35
% of Samples in 10-Mile Pace: 75.57%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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 speed limit
Percentage of Vehicles in Pace	85%					
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					
<u>Comments</u>	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

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%

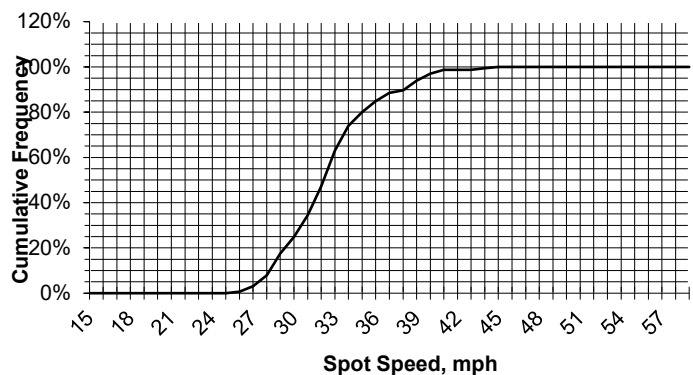
Date: 3/8/2022 Day: Tuesday
 Weather: Clear
 Hours: 11:02 - 11:32a
 Recorder: EY
 Posted Speed: 30 mph
 Remarks: Santa Clara High, city park

DATA ANALYSIS:

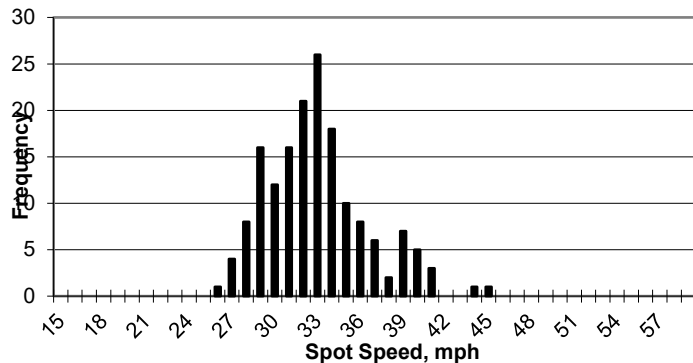
Mean Speed: 33
 Standard Deviation: 4
 Standard error of the mean: 0.31
 50th Percentile: 33
 85th Percentile: 37
 97th Percentile: 41
 10 Mile Pace: 28 to 37
 % of Samples in 10-Mile Pace: 85.45%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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 existing speed limit
Percentage of Vehicles in Pace	87%					
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					
<u>Comments</u>						

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

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%

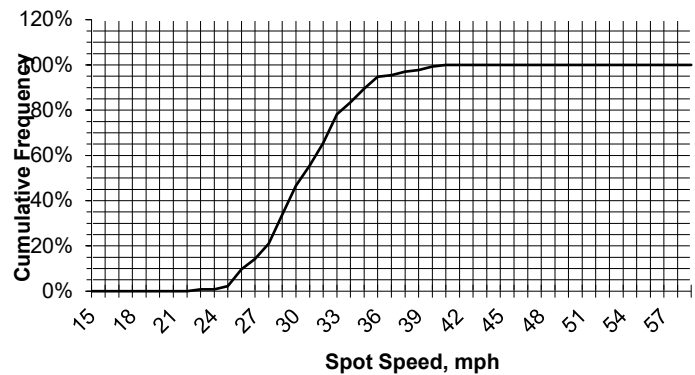
Date: 3/8/2022 Day: Tuesday
 Weather: Clear
 Hours: 11:35AM-12:05PM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks:

DATA ANALYSIS:

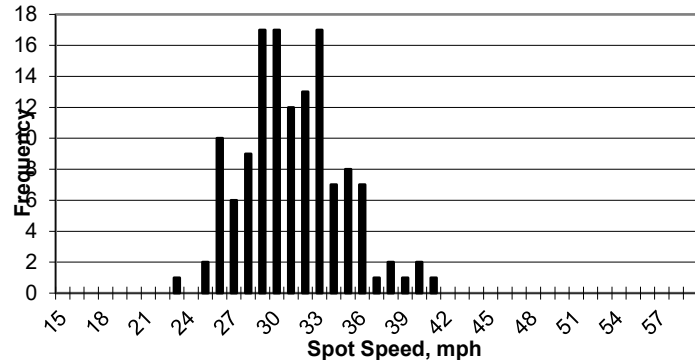
Mean Speed: 31
 Standard Deviation: 3
 Standard error of the mean: 0.26
 50th Percentile: 31
 85th Percentile: 35
 97th Percentile: 39
 10 Mile Pace: 26 to 35
 % of Samples in 10-Mile Pace: 87.22%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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 safety, keep existing speed limit
Percentage of Vehicles in Pace	87%					
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					
<u>Comments</u>	Drifill 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

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%

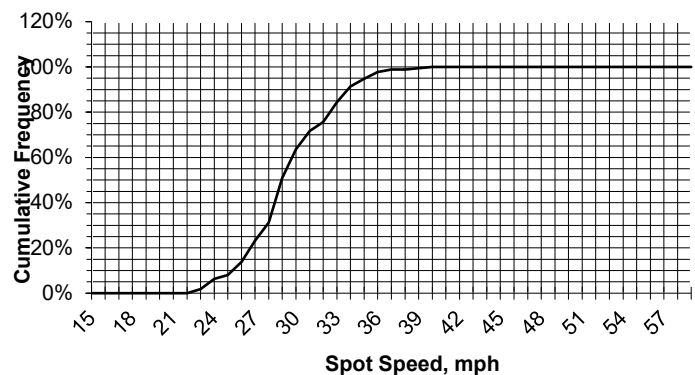
Date: 3/8/2022 Day: Tuesday
 Weather: Clear
 Hours: 12:10-12:40PM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks: Drifill Elementary School

DATA ANALYSIS:

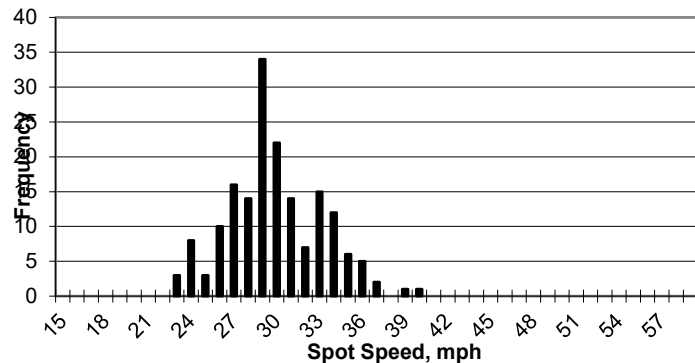
Mean Speed: 30
 Standard Deviation: 3
 Standard error of the mean: 0.23
 50th Percentile: 29
 85th Percentile: 34
 97th Percentile: 36
 10 Mile Pace: 26 to 35
 % of Samples in 10-Mile Pace: 86.71%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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 speed limit
Percentage of Vehicles in Pace	83%					
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					
<u>Comments</u>	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

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%

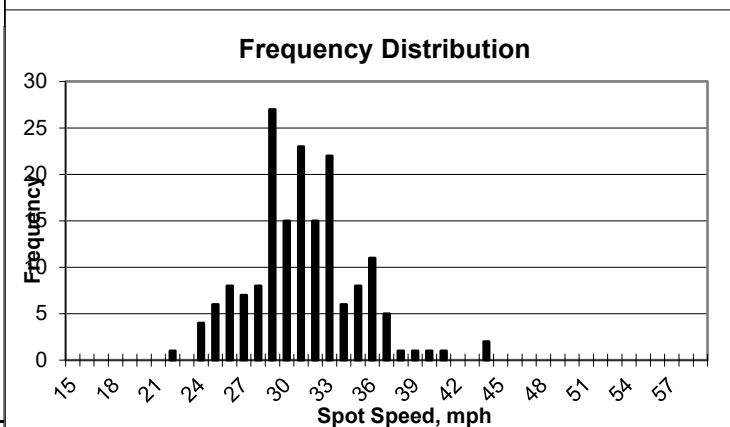
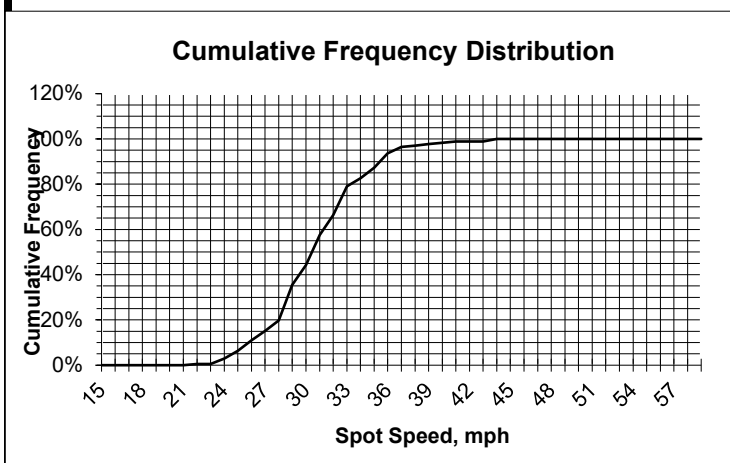
Total: 172 100%

Date: 3/8/2022 Day: Tuesday
 Weather: Clear
 Hours: 3:08-3:40PM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks: City park

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: _____



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 speed limit
Percentage of Vehicles in Pace	87%					
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					
<u>Comments</u>	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

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%

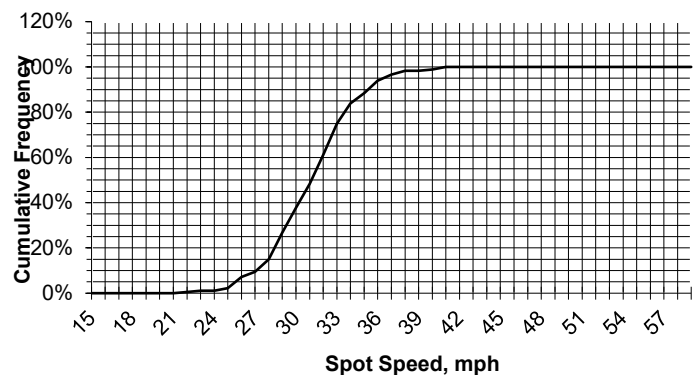
Date: 3/8/2022 Day: Tuesday
 Weather: Clear
 Hours: 2:35-3:05PM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks: _____

DATA ANALYSIS:

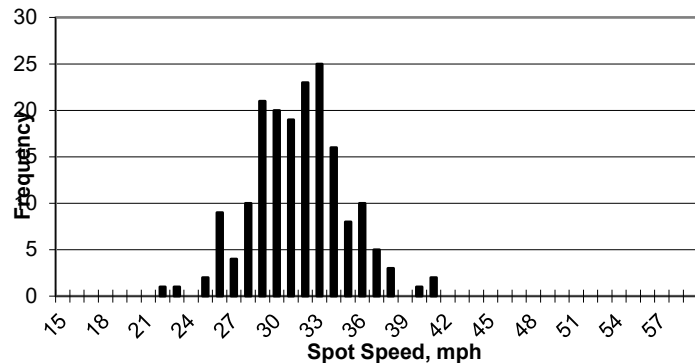
Mean Speed: 32
 Standard Deviation: 3
 Standard error of the mean: 0.22
 50th Percentile: 32
 85th Percentile: 35
 97th Percentile: 38
 10 Mile Pace: 28 to 37
 % of Samples in 10-Mile Pace: 87.22%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

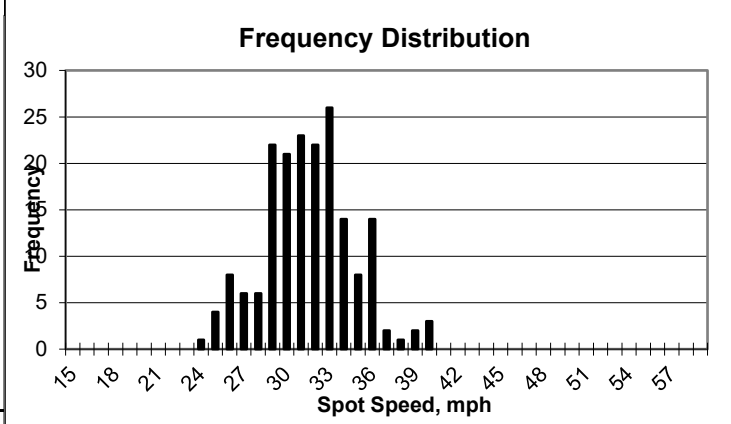
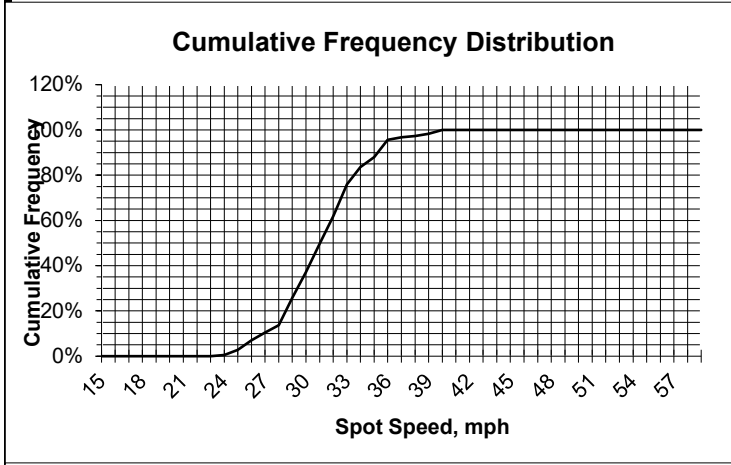
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:00-2:30PM
Recorder: EY
Posted Speed: 30 mph
Remarks: _____

 30 mph
 CVC 22358.8(a), keep existing speed limit

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: _____



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					
<u>Comments</u>						

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

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%

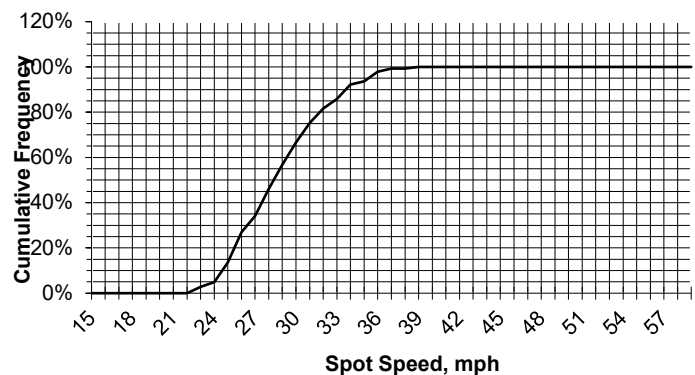
Date: 3/8/2022 **Day:** Tuesday
Weather: Clear
Hours: 12:45-1:00PM / 3:43-4:00PM
Recorder: EY
Posted Speed: 30 mph
Remarks: _____

DATA ANALYSIS:

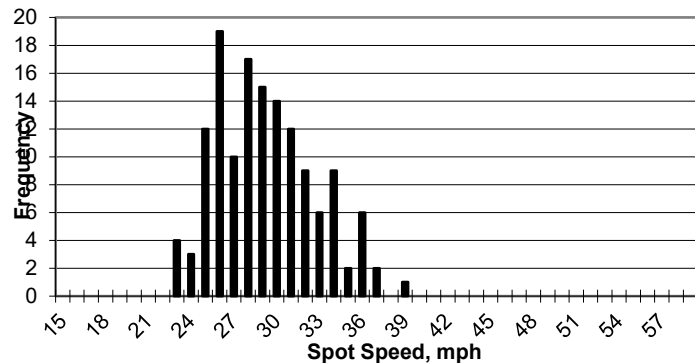
Mean Speed: 29
Standard Deviation: 3
Standard error of the mean: 0.25
50th Percentile: 29
85th Percentile: 33
97th Percentile: 36
10 Mile Pace: 25 to 34
% of Samples in 10-Mile Pace: 87.23%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

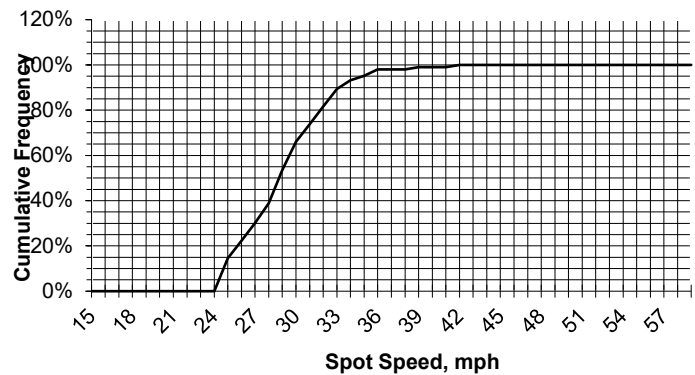
Date: 6/29/2022 Day: Wednesday
 Weather: Clear
 Hours: 10:30 - 11:10 A
 Recorder: AY
 Posted Speed: 30 mph
 Remarks:

DATA ANALYSIS:

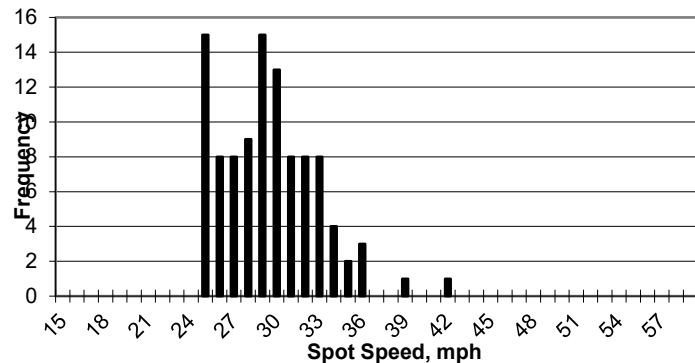
Mean Speed: 30
 Standard Deviation: 3
 Standard error of the mean: 0.3
 50th Percentile: 29
 85th Percentile: 33
 97th Percentile: 36
 10 Mile Pace: 25 to 34
 % of Samples in 10-Mile Pace: 93.20%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>	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

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%

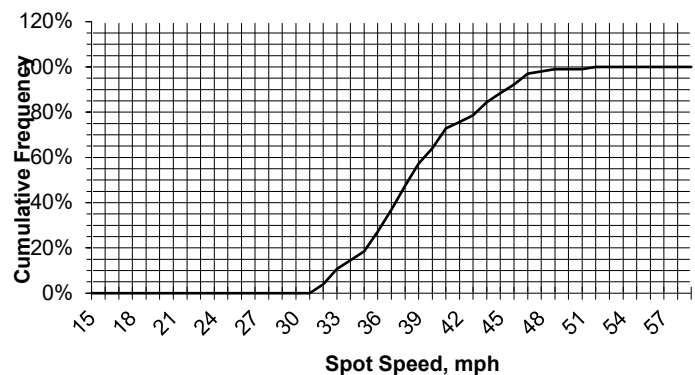
Date: 3/25/2022 **Day:** Friday
Weather: Clear
Hours: 9:55-10:40AM
Recorder: EY
Posted Speed: 45 mph
Remarks: _____

DATA ANALYSIS:

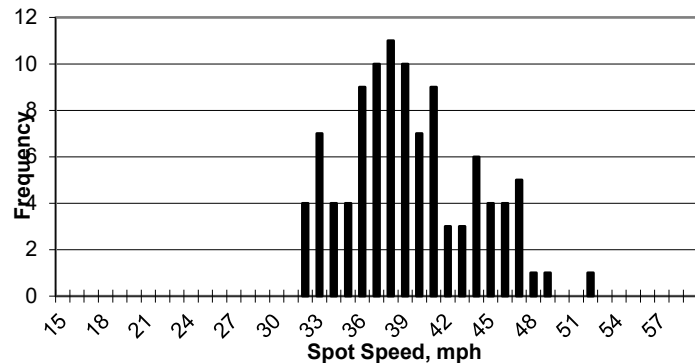
Mean Speed: 39
Standard Deviation: 4
Standard error of the mean: 0.39
50th Percentile: 39
85th Percentile: 45
97th Percentile: 47
10 Mile Pace: 32 to 41
% of Samples in 10-Mile Pace: 72.82%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>	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

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%

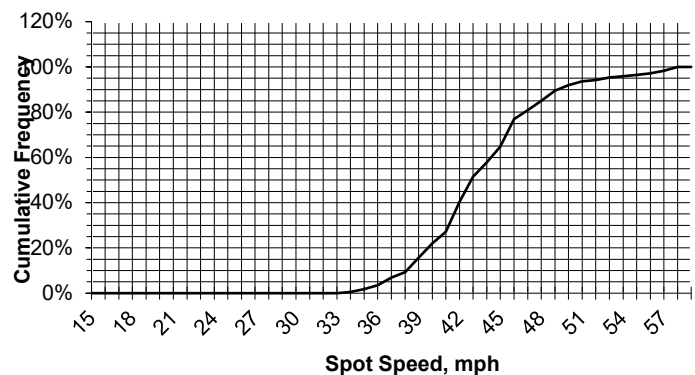
Date: 3/25/2022 **Day:** Friday
Weather: Clear
Hours: 10:45-11:15Am
Recorder: EY
Posted Speed: 45 mph
Remarks:

DATA ANALYSIS:

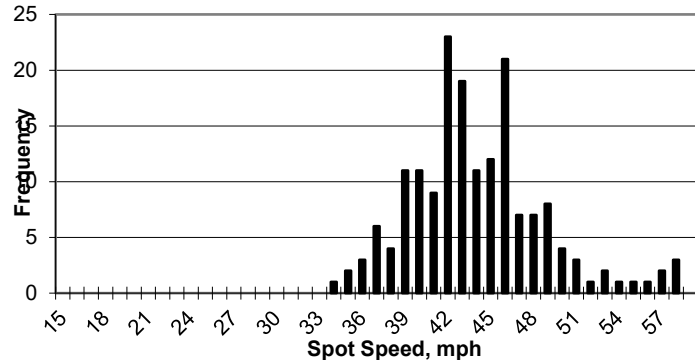
Mean Speed: 44
Standard Deviation: 5
Standard error of the mean: 0.38
50th Percentile: 43
85th Percentile: 49
97th Percentile: 56
10 Mile Pace: 39 to 48
% of Samples in 10-Mile Pace: 75.72%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

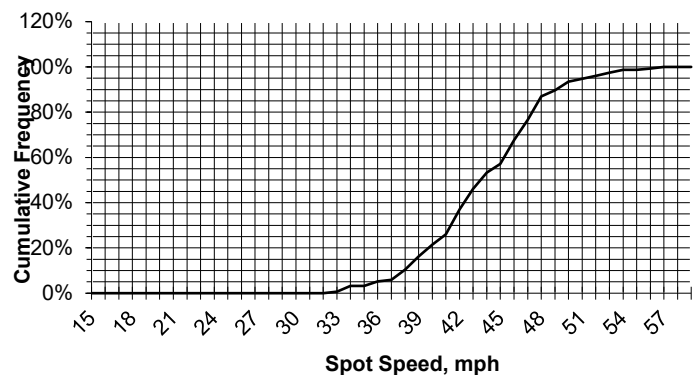
Date: 3/22/2022 **Day:** Friday
Weather: Clear
Hours: 11:18-11:45AM
Recorder: EY
Posted Speed: 45 mph
Remarks:

DATA ANALYSIS:

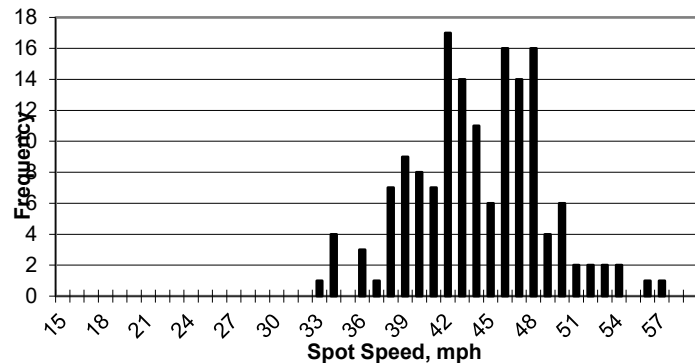
Mean Speed: 44
Standard Deviation: 5
Standard error of the mean: 0.4
50th Percentile: 44
85th Percentile: 48
97th Percentile: 53
10 Mile Pace: 39 to 48
% of Samples in 10-Mile Pace: 76.62%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

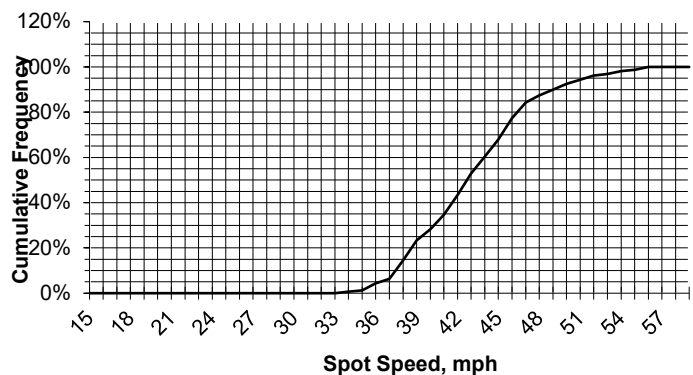
Date: 3/25/2022 Day: Friday
 Weather: Clear
 Hours: 11:50AM-12:20PM
 Recorder: EY
 Posted Speed: 45 mph
 Remarks:

DATA ANALYSIS:

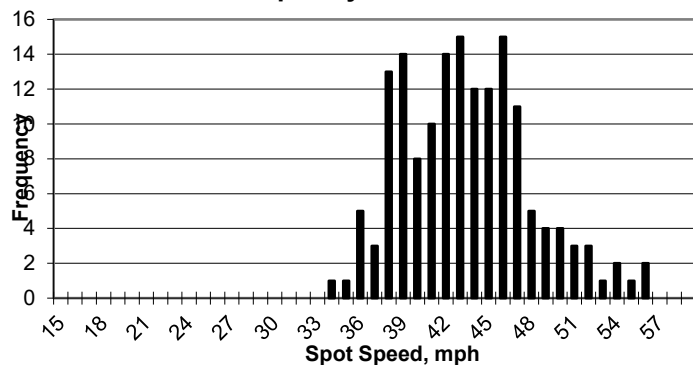
Mean Speed: 43
 Standard Deviation: 5
 Standard error of the mean: 0.4
 50th Percentile: 43
 85th Percentile: 48
 97th Percentile: 54
 10 Mile Pace: 38 to 47
 % of Samples in 10-Mile Pace: 77.99%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

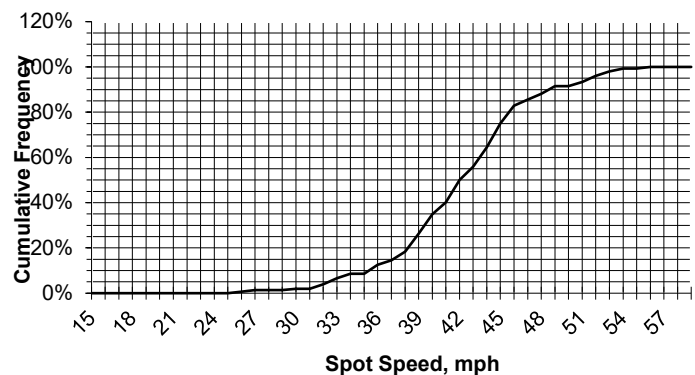
Date: 4/19/2022 Day: Tuesday
 Weather: Clear
 Hours: 11:50AM-12:20PM
 Recorder: EY
 Posted Speed: 45 mph
 Remarks:

DATA ANALYSIS:

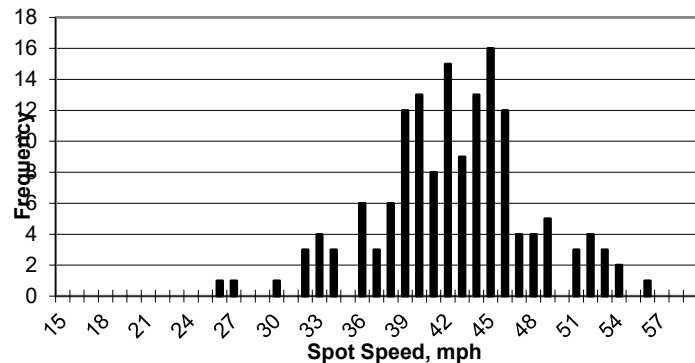
Mean Speed: 42
 Standard Deviation: 5
 Standard error of the mean: 0.41
 50th Percentile: 42
 85th Percentile: 47
 97th Percentile: 53
 10 Mile Pace: 38 to 47
 % of Samples in 10-Mile Pace: 71.05%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

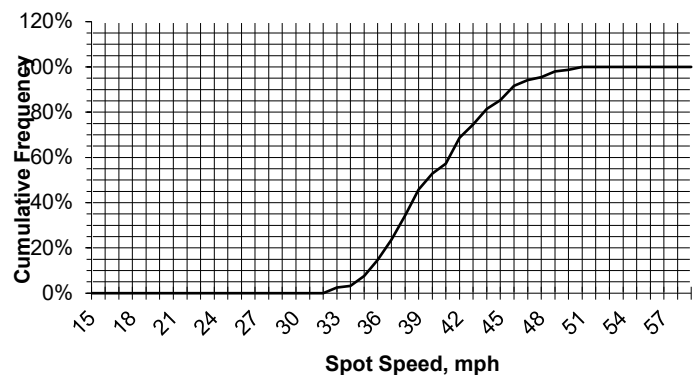
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 1:50-2:10PM
Recorder: EY/AY
Posted Speed: 45 mph
Remarks:

DATA ANALYSIS:

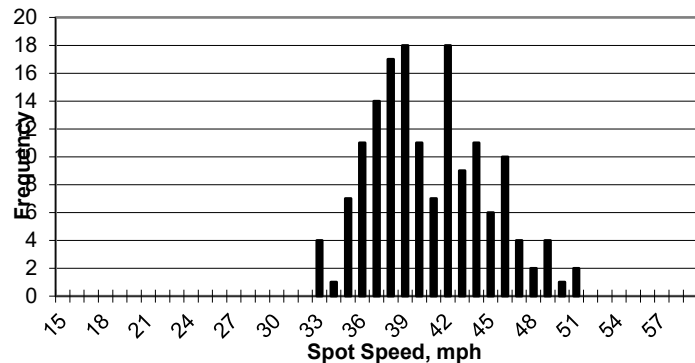
Mean Speed: 41
Standard Deviation: 4
Standard error of the mean: 0.32
50th Percentile: 40
85th Percentile: 45
97th Percentile: 49
10 Mile Pace: 35 to 44
% of Samples in 10-Mile Pace: 78.34%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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 existing speed limit
Percentage of Vehicles in Pace	80%					
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					
<u>Comments</u>						

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

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%

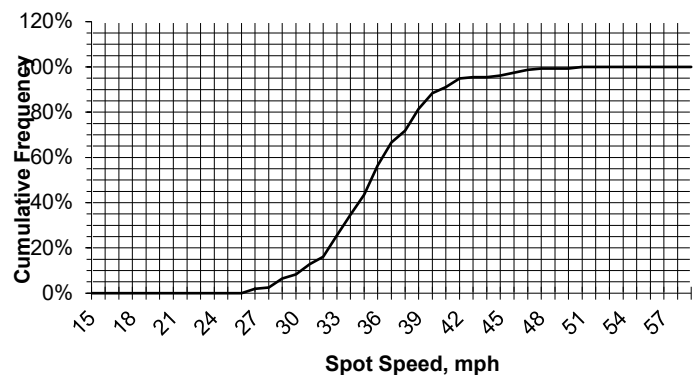
Date: 3/11/2022 Day: Friday
 Weather: Clear
 Hours: 2:20-2:55PM
 Recorder: EY
 Posted Speed: 35 mph
 Remarks:

DATA ANALYSIS:

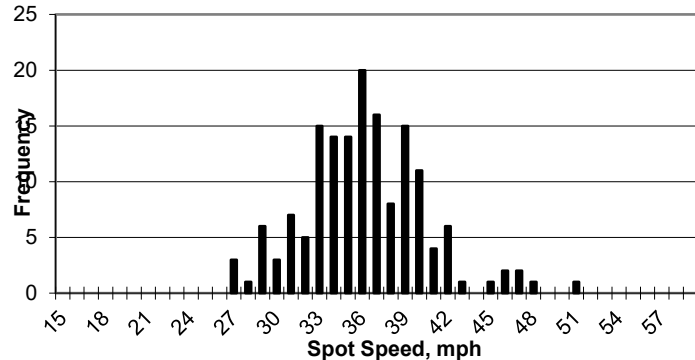
Mean Speed: 36
 Standard Deviation: 4
 Standard error of the mean: 0.32
 50th Percentile: 36
 85th Percentile: 40
 97th Percentile: 46
 10 Mile Pace: 31 to 40
 % of Samples in 10-Mile Pace: 80.13%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

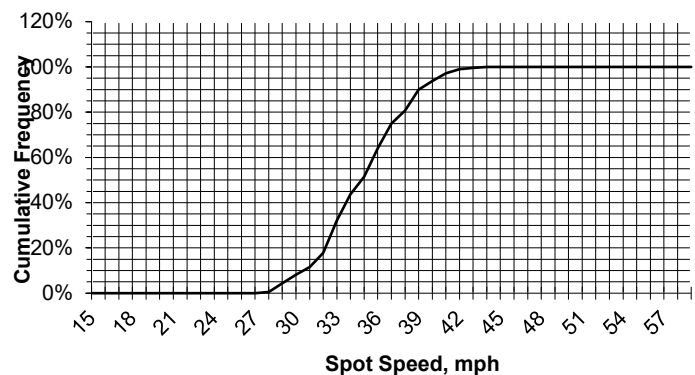
Date: 3/22/2022 Day: Tuesday
 Weather: Clear
 Hours: 1:10-1:40PM
 Recorder: EY
 Posted Speed: 35 mph
 Remarks: _____

DATA ANALYSIS:

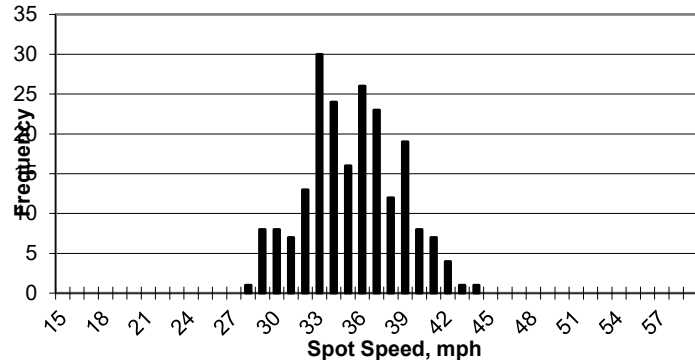
Mean Speed: 35
 Standard Deviation: 3
 Standard error of the mean: 0.21
 50th Percentile: 35
 85th Percentile: 39
 97th Percentile: 41
 10 Mile Pace: 30 to 39
 % of Samples in 10-Mile Pace: 85.58%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Channel Islands Blvd

Location: at Gisler Ave

Between: Saviors Rd / Paula St

Ref. # 26

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%

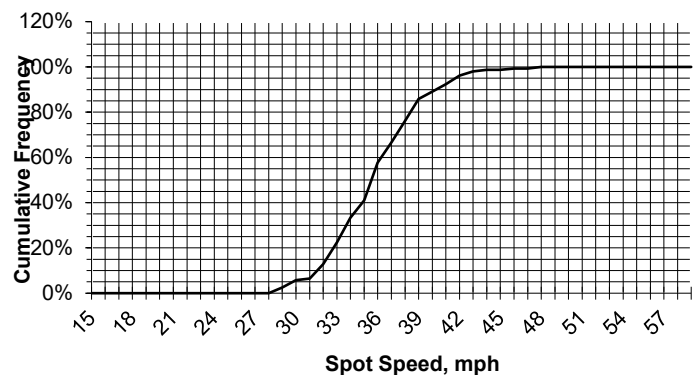
Date: 3/11 & 14/20 Day: Fri / Mon
 Weather: Clear
 Hours: 9:30-10:00AM
 Recorder: EY
 Posted Speed: 35 mph
 Remarks:

DATA ANALYSIS:

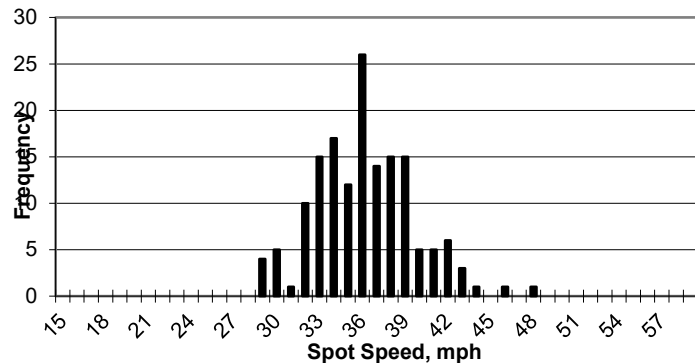
Mean Speed: 36
 Standard Deviation: 3
 Standard error of the mean: 0.24
 50th Percentile: 36
 85th Percentile: 39
 97th Percentile: 43
 10 Mile Pace: 32 to 41
 % of Samples in 10-Mile Pace: 85.90%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

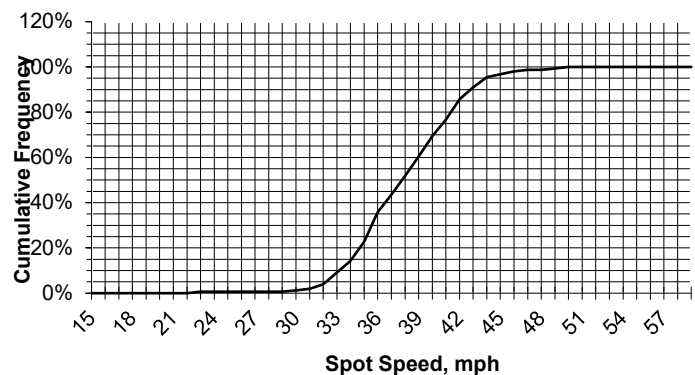
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 12:10-12:40PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

DATA ANALYSIS:

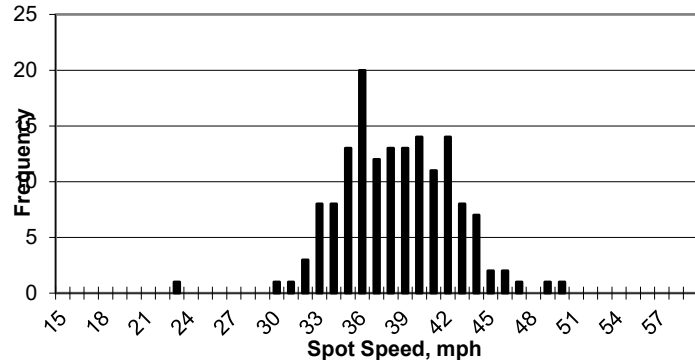
Mean Speed: 38
Standard Deviation: 4
Standard error of the mean: 0.32
50th Percentile: 38
85th Percentile: 42
97th Percentile: 46
10 Mile Pace: 33 to 42
% of Samples in 10-Mile Pace: 81.82%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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 PI					
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					
<u>Comments</u>	No improvement w/o El Dorado Ave Class II bike for WB between Oxnard and El Dorado					

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

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%

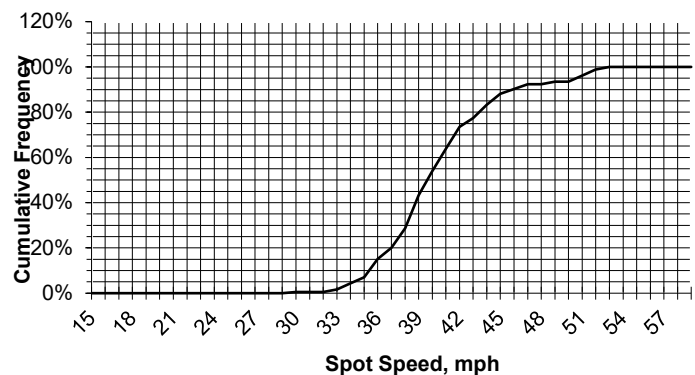
Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 3:00-3:40PM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

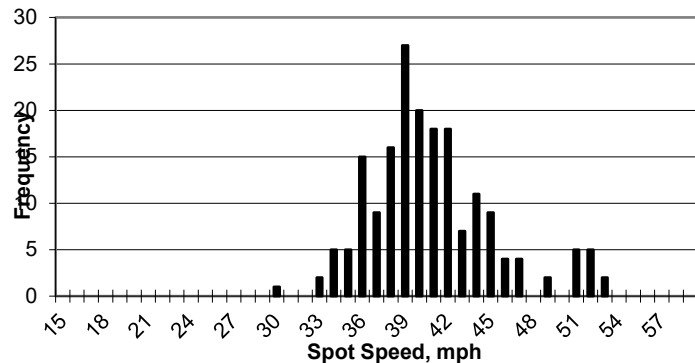
Mean Speed: 41
Standard Deviation: 4
Standard error of the mean: 0.29
50th Percentile: 40
85th Percentile: 45
97th Percentile: 52
10 Mile Pace: 36 to 45
% of Samples in 10-Mile Pace: 81.08%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>	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

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%

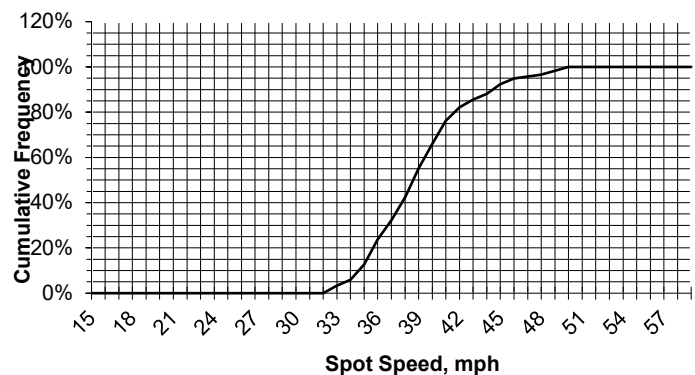
Date: 3/25/2022 Day: Friday
 Weather: Clear
 Hours: 1:00 - 1:40P
 Recorder: EY
 Posted Speed: 50 mph
 Remarks:

DATA ANALYSIS:

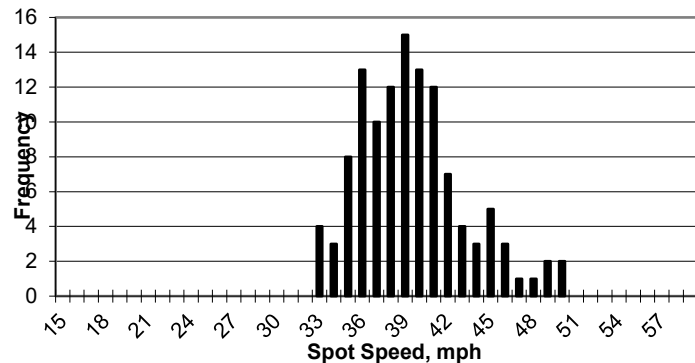
Mean Speed: 39
 Standard Deviation: 4
 Standard error of the mean: 0.37
 50th Percentile: 39
 85th Percentile: 43
 97th Percentile: 49
 10 Mile Pace: 33 to 42
 % of Samples in 10-Mile Pace: 82.20%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

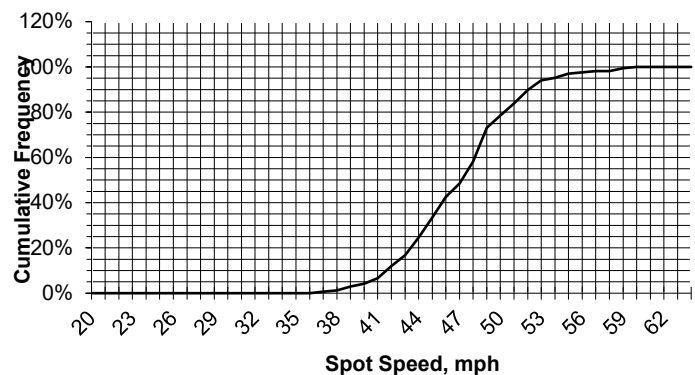
Speed	Frequency	Percent	Cumulative Percent
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	0	0.00%	0.00%
31	0	0.00%	0.00%
32	0	0.00%	0.00%
33	0	0.00%	0.00%
34	0	0.00%	0.00%
35	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%

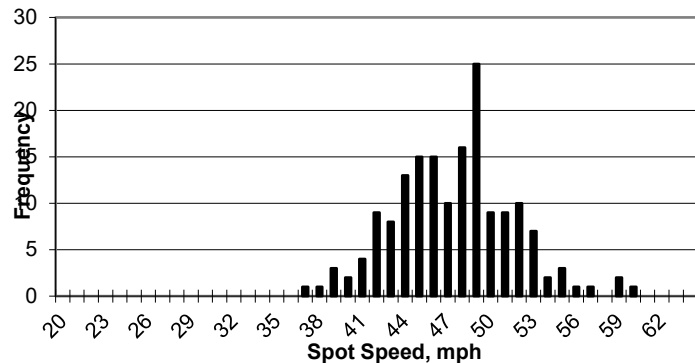
Date: 3/25/2022 **Day:** Friday
Weather: Clear
Hours: 1:45 - 2:20P
Recorder: EY
Posted Speed: 50 mph
Remarks: _____

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: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

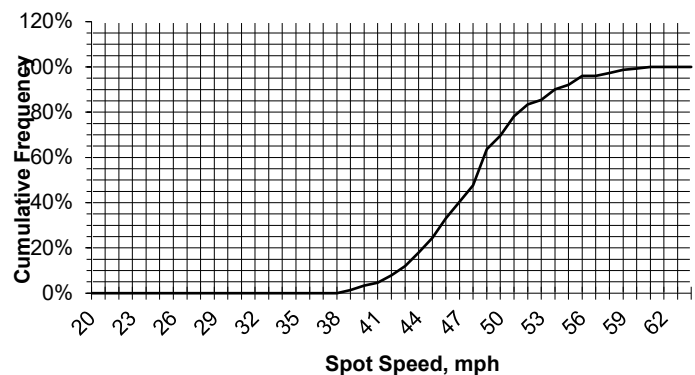
Date: 3/25/2022 Day: Friday
 Weather: Clear
 Hours: 2:30 - 3:05P
 Recorder: EY
 Posted Speed: 50 mph
 Remarks:

DATA ANALYSIS:

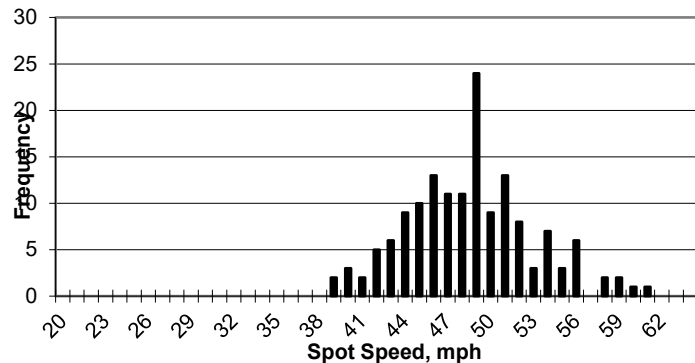
Mean Speed: 49
 Standard Deviation: 4
 Standard error of the mean: 0.33
 50th Percentile: 49
 85th Percentile: 53
 97th Percentile: 58
 10 Mile Pace: 43 to 52
 % of Samples in 10-Mile Pace: 75.50%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

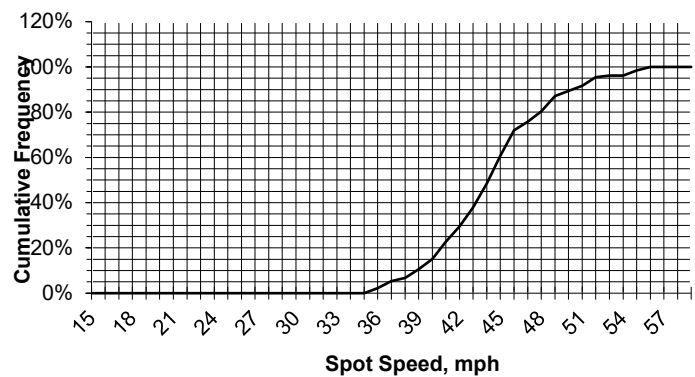
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 12:55-1:25PM
Recorder: EY
Posted Speed: 45 mph
Remarks: _____

DATA ANALYSIS:

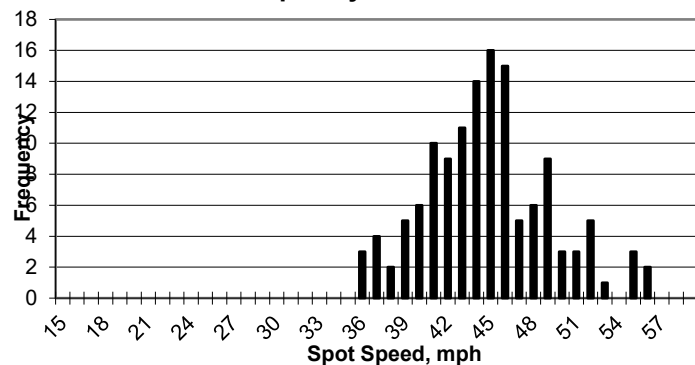
Mean Speed: 45
Standard Deviation: 4
Standard error of the mean: 0.35
50th Percentile: 45
85th Percentile: 49
97th Percentile: 55
10 Mile Pace: 40 to 49
% of Samples in 10-Mile Pace: 76.52%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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 collision rate, keep existing speed limit
Percentage of Vehicles in Pace	86%					
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					
<u>Comments</u>						

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

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%

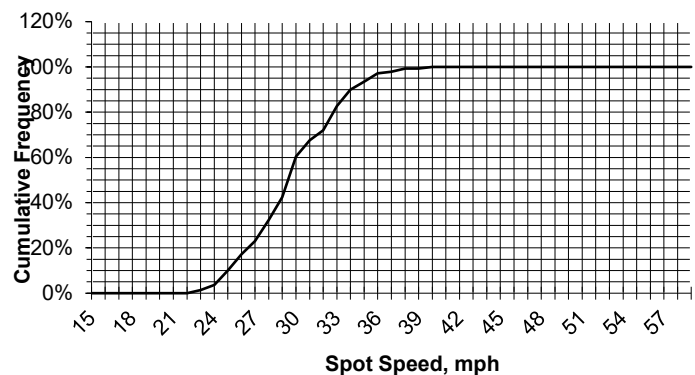
Date: 5/17/2022 Day: Tuesday
 Weather: Clear
 Hours: 2:50 - 3:30P
 Recorder: EY
 Posted Speed: 25 mph
 Remarks:

DATA ANALYSIS:

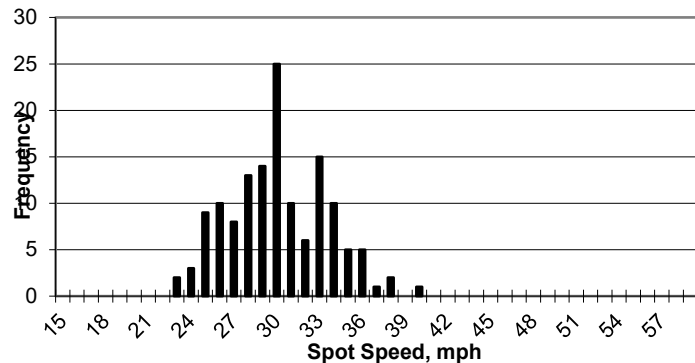
Mean Speed: 30
 Standard Deviation: 3
 Standard error of the mean: 0.25
 50th Percentile: 30
 85th Percentile: 34
 97th Percentile: 36
 10 Mile Pace: 25 to 34
 % of Samples in 10-Mile Pace: 86.33%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

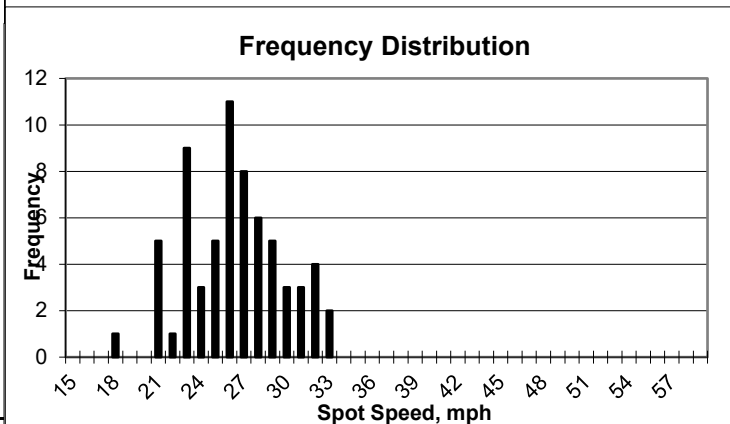
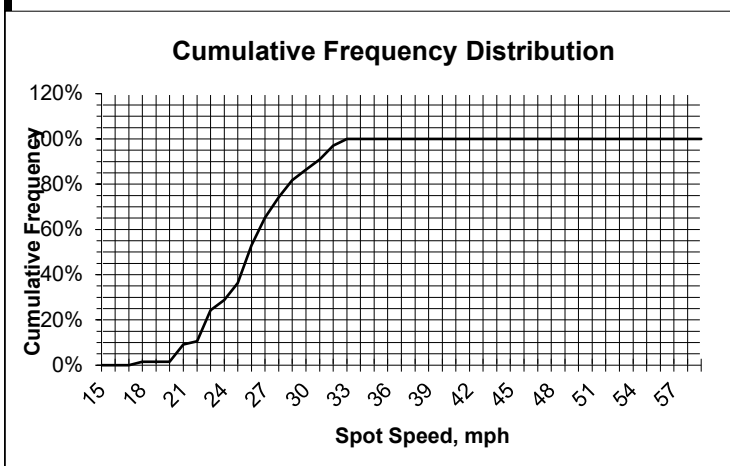
Total: 66 100%

Date: 5/17/2022 Day: Tuesday
 Weather: Clear
 Hours: 10:50-11:10A / 1:45-2:40P
 Recorder: EY
 Posted Speed: 25 mph
 Remarks:

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:



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					
<u>Comments</u>						

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

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%

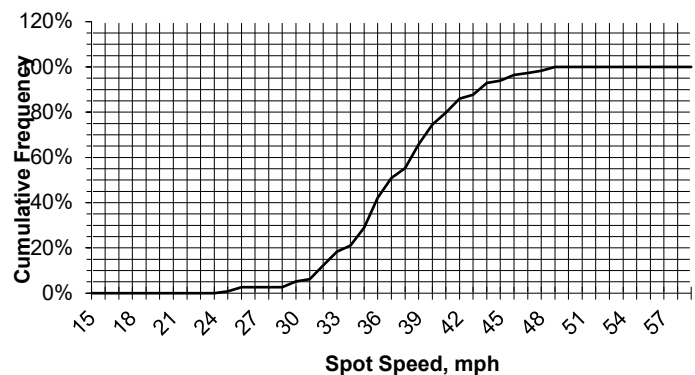
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:50-10:35AM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

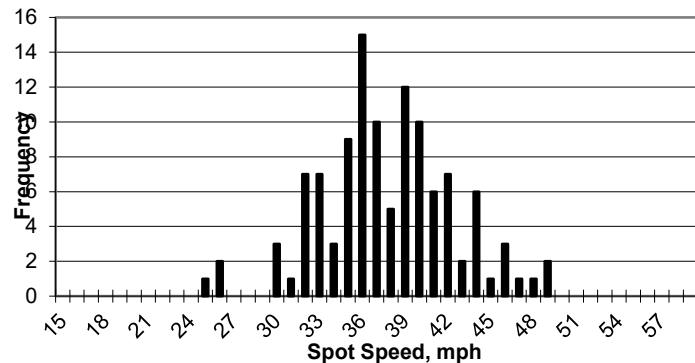
Mean Speed: 38
Standard Deviation: 5
Standard error of the mean: 0.47
50th Percentile: 37
85th Percentile: 42
97th Percentile: 47
10 Mile Pace: 32 to 41
% of Samples in 10-Mile Pace: 73.68%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

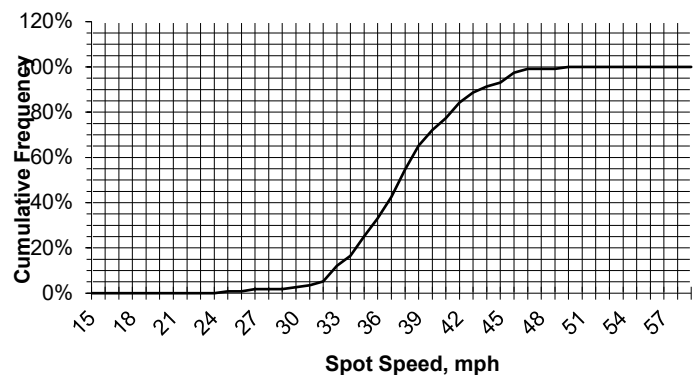
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:15-9:45AM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

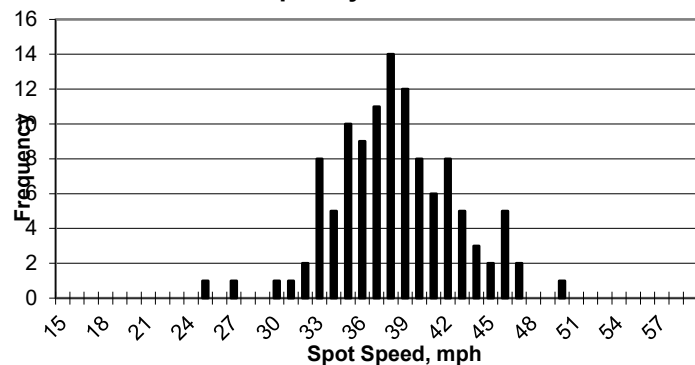
Mean Speed: 38
Standard Deviation: 4
Standard error of the mean: 0.37
50th Percentile: 38
85th Percentile: 43
97th Percentile: 46
10 Mile Pace: 33 to 42
% of Samples in 10-Mile Pace: 79.13%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

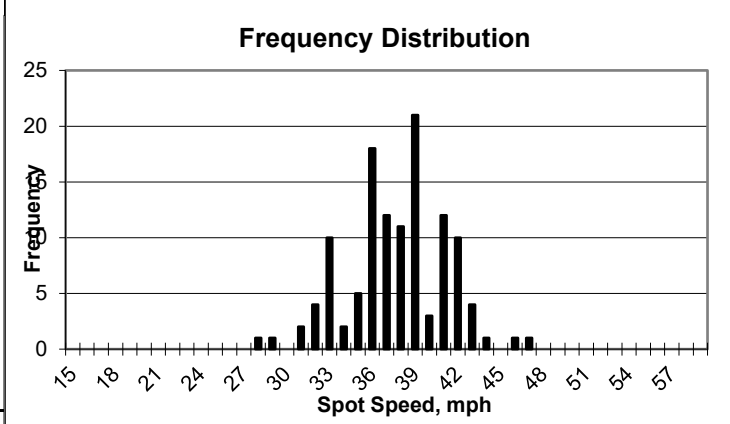
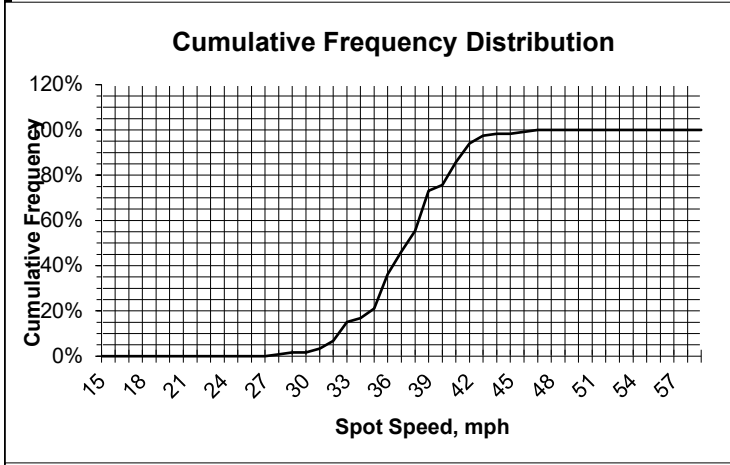
Total: 119 100%

Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:30-3:10PM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>						

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

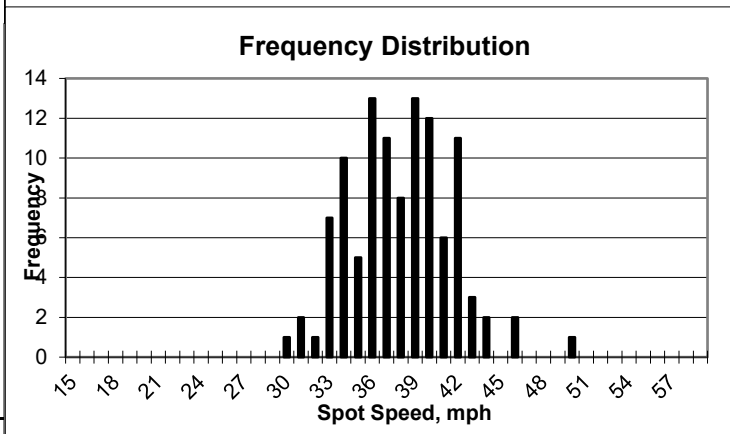
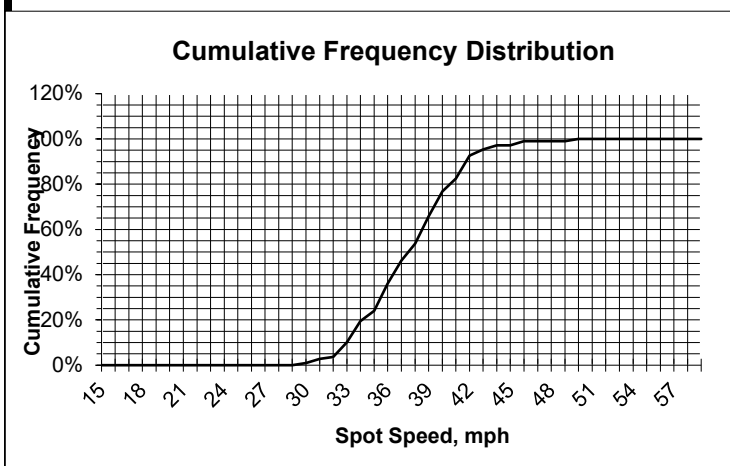
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	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%

Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:15-3:55PM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

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: _____



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					
<u>Comments</u>	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

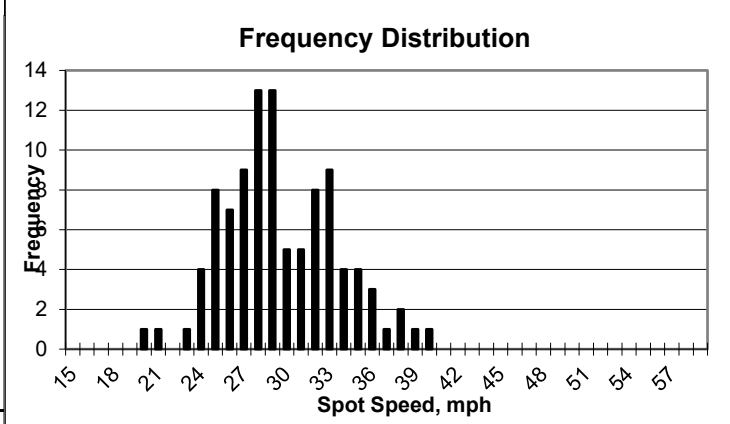
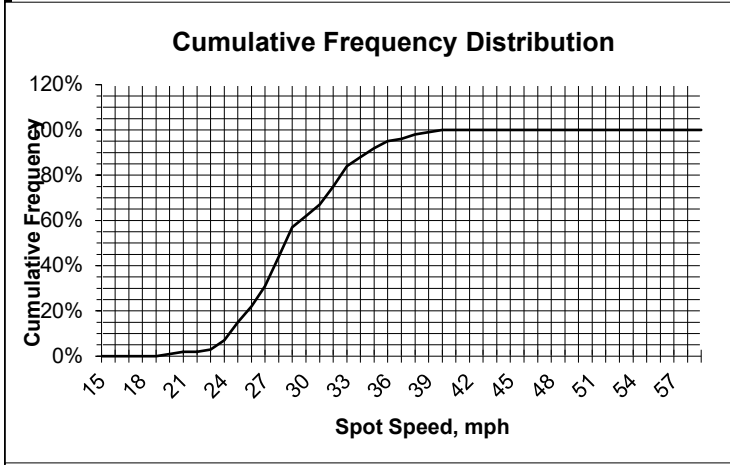
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	1	1.00%	1.00%
21	1	1.00%	2.00%
22	0	0.00%	2.00%
23	1	1.00%	3.00%
24	4	4.00%	7.00%
25	8	8.00%	15.00%
26	7	7.00%	22.00%
27	9	9.00%	31.00%
28	13	13.00%	44.00%
29	13	13.00%	57.00%
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%

Date: 4/22/2022 Day: Friday
 Weather: Clear
 Hours: 3:30-4:10PM
 Recorder: EY /AY
 Posted Speed: None
 Remarks: _____

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: _____



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
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					
<u>Comments</u>	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

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%

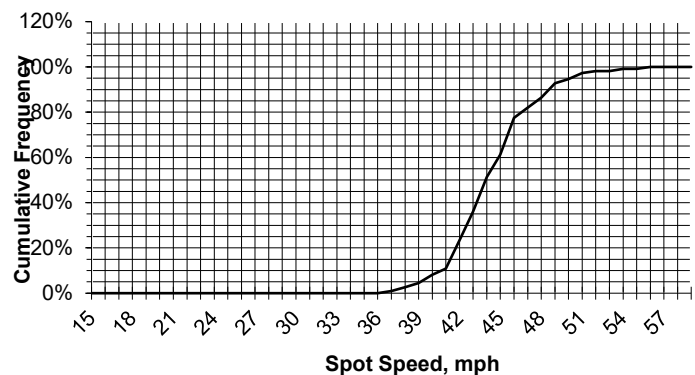
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:35 -4:10P
Recorder: EY
Posted Speed: 45 mph
Remarks:

DATA ANALYSIS:

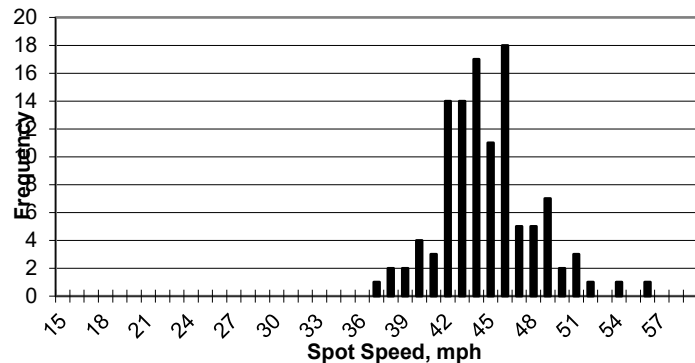
Mean Speed: 45
Standard Deviation: 3
Standard error of the mean: 0.28
50th Percentile: 44
85th Percentile: 48
97th Percentile: 51
10 Mile Pace: 40 to 49
% of Samples in 10-Mile Pace: 88.29%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

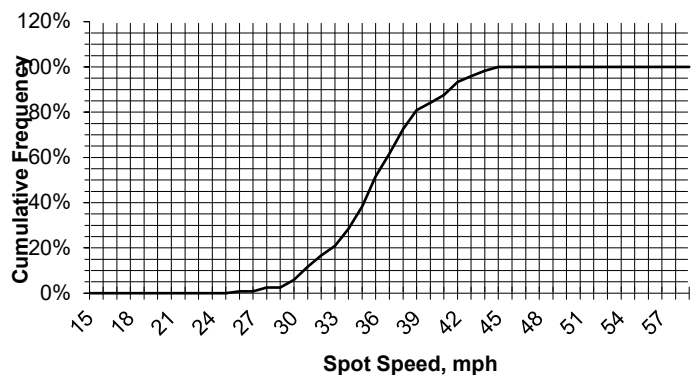
Date: 6/29/2022 **Day:** Wednesday
Weather: Clear
Hours: 9:00 -9:30A
Recorder: AY
Posted Speed: 35 mph
Remarks:

DATA ANALYSIS:

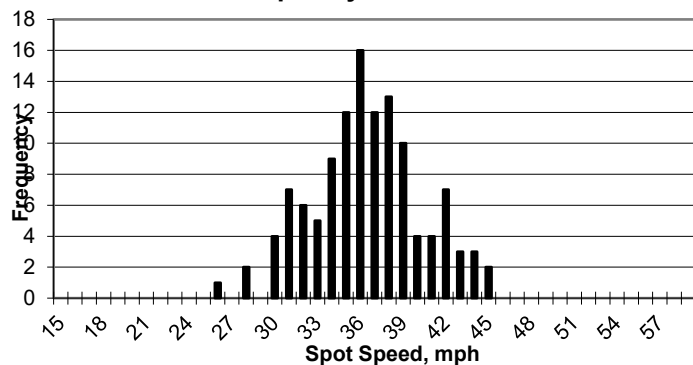
Mean Speed: 36
Standard Deviation: 4
Standard error of the mean: 0.37
50th Percentile: 36
85th Percentile: 41
97th Percentile: 44
10 Mile Pace: 30 to 39
% of Samples in 10-Mile Pace: 78.33%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

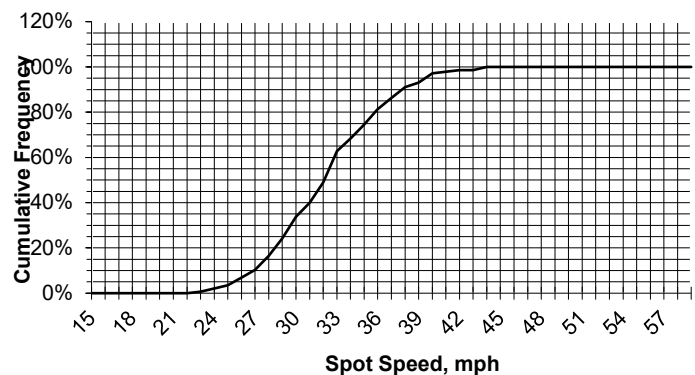
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 11:50AM-12:10PM
Recorder: EY
Posted Speed: 35 mph
Remarks:

DATA ANALYSIS:

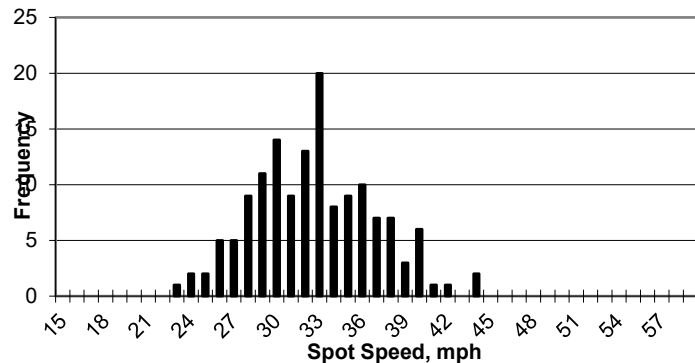
Mean Speed: 33
Standard Deviation: 4
Standard error of the mean: 0.33
50th Percentile: 33
85th Percentile: 37
97th Percentile: 40
10 Mile Pace: 28 to 37
% of Samples in 10-Mile Pace: 75.86%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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 existing speed limit
Percentage of Vehicles in Pace	72%					
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					
<u>Comments</u>						

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

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%

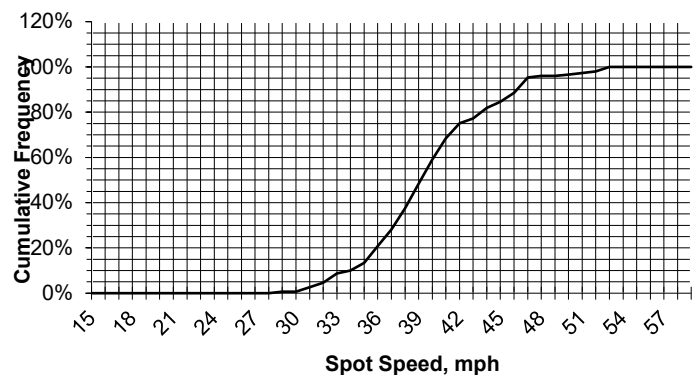
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 12:13-12:33PM
Recorder: EY /AY
Posted Speed: 35 mph
Remarks:

DATA ANALYSIS:

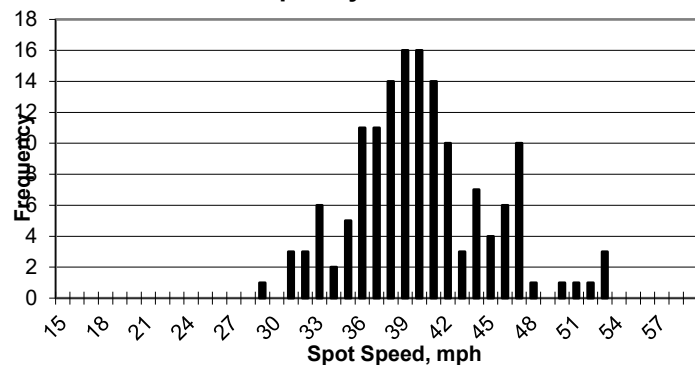
Mean Speed: 40
Standard Deviation: 5
Standard error of the mean: 0.41
50th Percentile: 40
85th Percentile: 46
97th Percentile: 51
10 Mile Pace: 35 to 44
% of Samples in 10-Mile Pace: 71.81%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

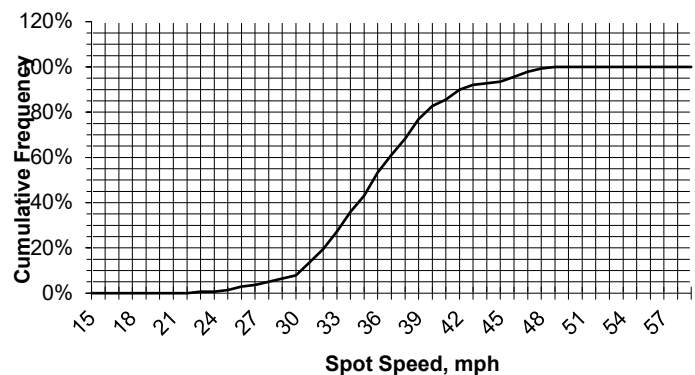
Date: 4/22/2022 Day: Friday
 Weather: Clear
 Hours: 12:37-12:55P
 Recorder: EY /AY
 Posted Speed: 35 mph
 Remarks:

DATA ANALYSIS:

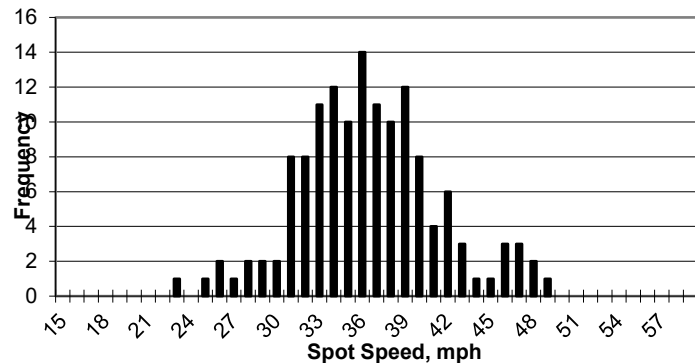
Mean Speed: 36
 Standard Deviation: 5
 Standard error of the mean: 0.42
 50th Percentile: 36
 85th Percentile: 41
 97th Percentile: 47
 10 Mile Pace: 31 to 40
 % of Samples in 10-Mile Pace: 74.82%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

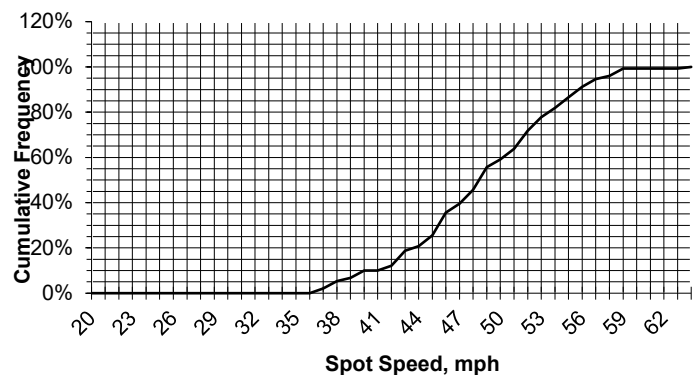
Date: 4/22/2022 Day: Friday
 Weather: Clear
 Hours: 1:00-1:20PM
 Recorder: EY /AY
 Posted Speed: 55 mph
 Remarks:

DATA ANALYSIS:

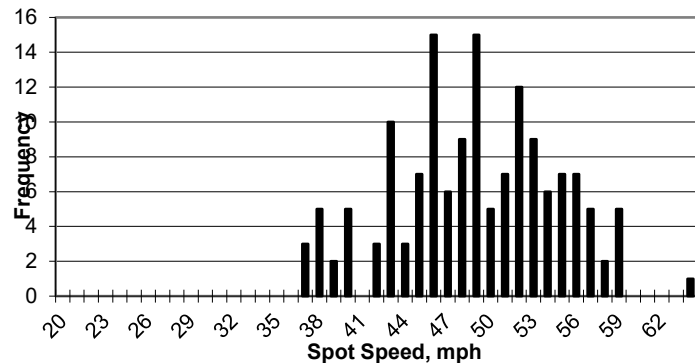
Mean Speed: 49
 Standard Deviation: 6
 Standard error of the mean: 0.49
 50th Percentile: 49
 85th Percentile: 55
 97th Percentile: 59
 10 Mile Pace: 45 to 54
 % of Samples in 10-Mile Pace: 61.07%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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

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%

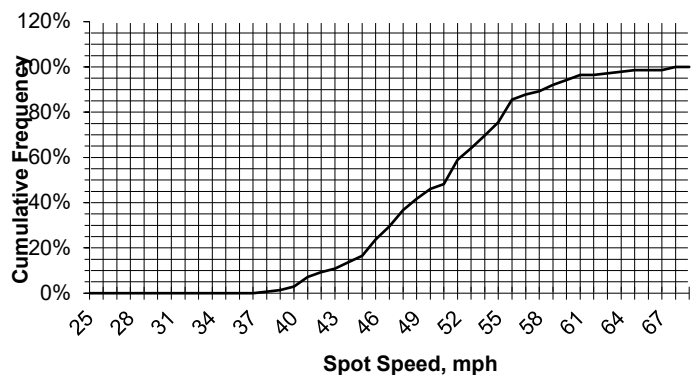
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 1:25-1:40PM
Recorder: EY /AY
Posted Speed: None
Remarks:

DATA ANALYSIS:

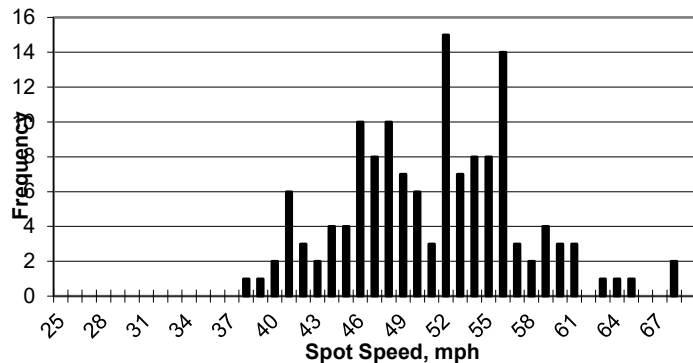
Mean Speed: 51
Standard Deviation: 6
Standard error of the mean: 0.51
50th Percentile: 52
85th Percentile: 56
97th Percentile: 63
10 Mile Pace: 47 to 56
% of Samples in 10-Mile Pace: 61.87%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>	Channel Islnds High school, uncontrolled crosswalk					

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

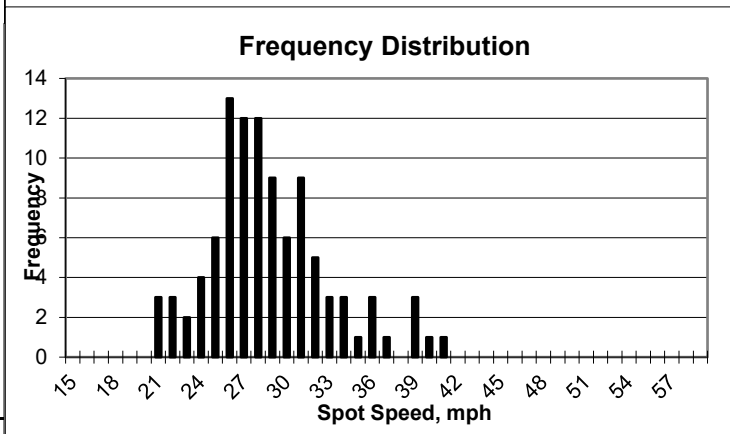
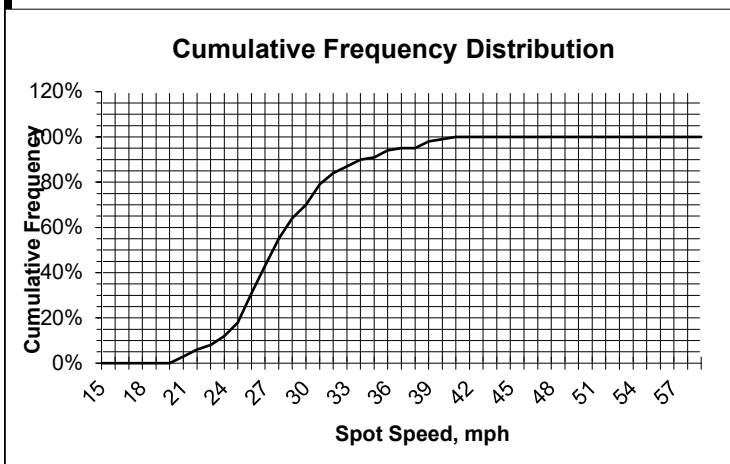
Street: Gary Dr
Location: at Boston Dr
Between: Albany Dr / Rose Ave Ref. # 47

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%

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: _____

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: _____



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					
<u>Comments</u>						

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

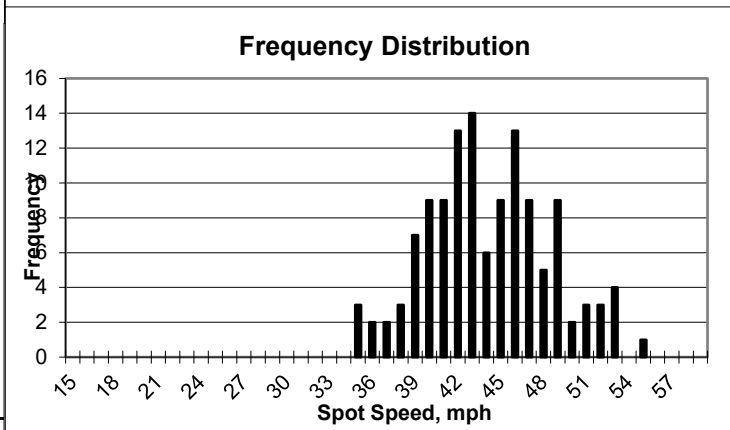
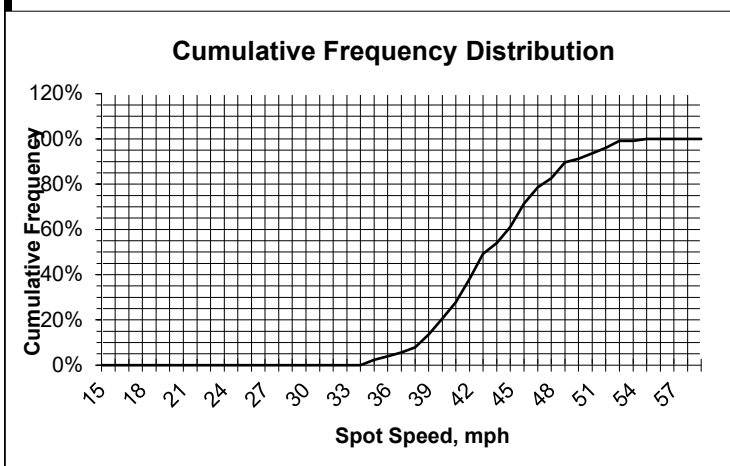
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	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%

Date: 4/12/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:17-11:35AM
Recorder: DR /JR
Posted Speed: 45 mph
Remarks: _____

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: _____



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					
<u>Comments</u>	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

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%

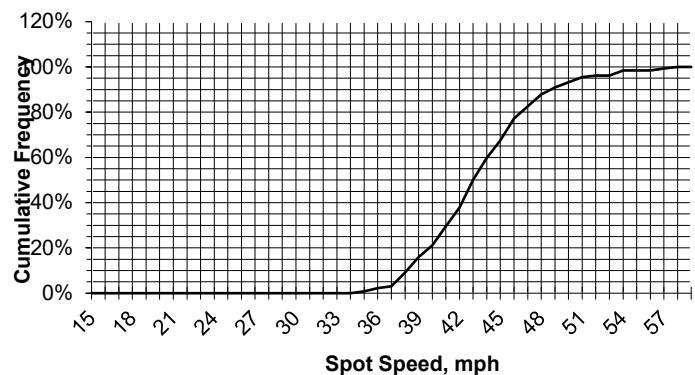
Date: 4/12/2022 Day: Tuesday
 Weather: Clear
 Hours: 11:40-11:55AM
 Recorder: DR /JR
 Posted Speed: 45 mph
 Remarks: _____

DATA ANALYSIS:

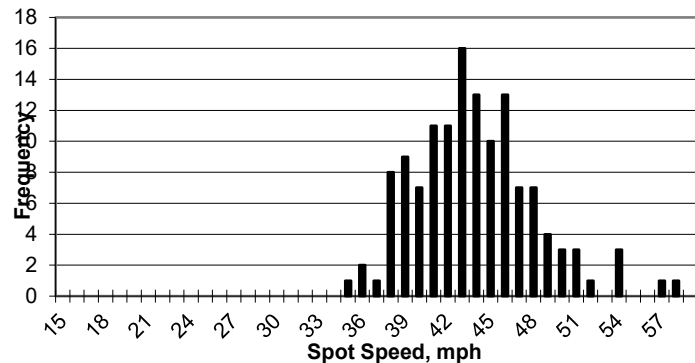
Mean Speed: 44
 Standard Deviation: 4
 Standard error of the mean: 0.35
 50th Percentile: 43
 85th Percentile: 48
 97th Percentile: 54
 10 Mile Pace: 38 to 47
 % of Samples in 10-Mile Pace: 79.55%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

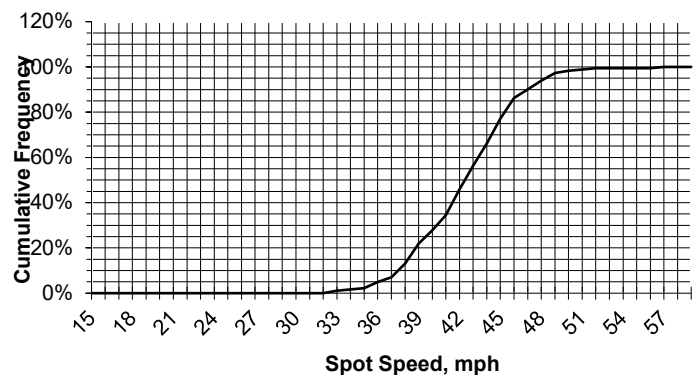
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:08-3:25pm
Recorder: EY AY
Posted Speed: 45 mph
Remarks:

DATA ANALYSIS:

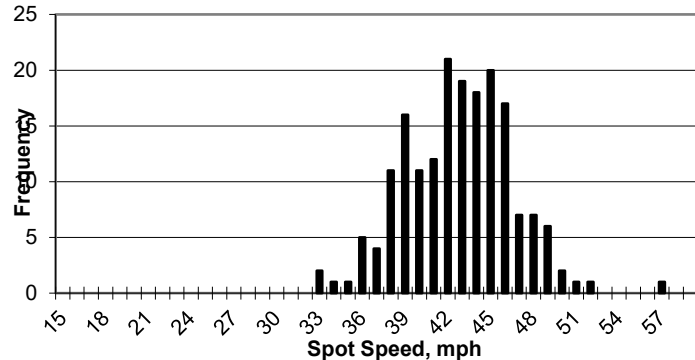
Mean Speed: 43
Standard Deviation: 4
Standard error of the mean: 0.3
50th Percentile: 43
85th Percentile: 46
97th Percentile: 49
10 Mile Pace: 38 to 47
% of Samples in 10-Mile Pace: 83.06%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

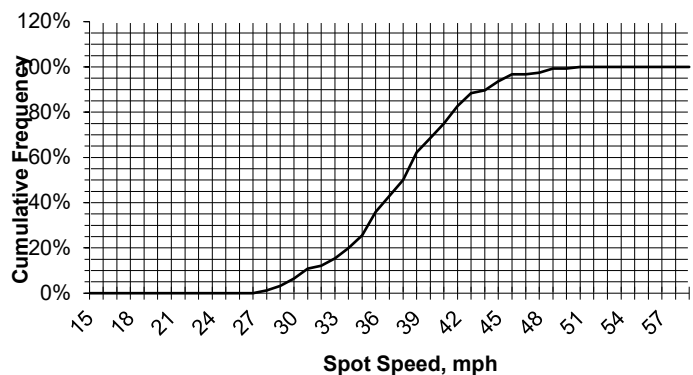
Date: 3/29/2022 Day: Tuesday
 Weather: Clear
 Hours: 2:45-3:02PM
 Recorder: EY /AY
 Posted Speed: 45 mph
 Remarks:

DATA ANALYSIS:

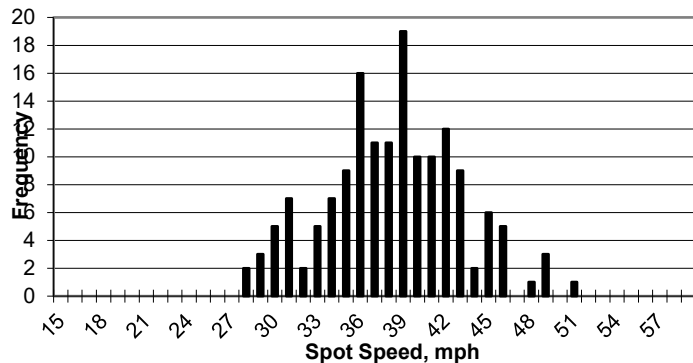
Mean Speed: 38
 Standard Deviation: 5
 Standard error of the mean: 0.4
 50th Percentile: 38
 85th Percentile: 43
 97th Percentile: 48
 10 Mile Pace: 34 to 43
 % of Samples in 10-Mile Pace: 73.08%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

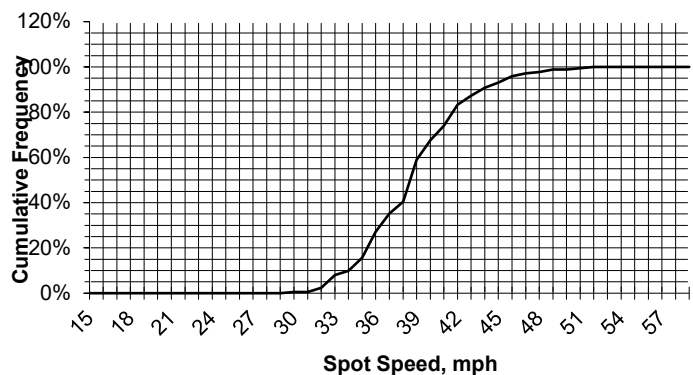
Date: 3/29/2022 Day: Tuesday
 Weather: Clear
 Hours: 2:20-2:40PM
 Recorder: EY /AY
 Posted Speed: 45 mph
 Remarks:

DATA ANALYSIS:

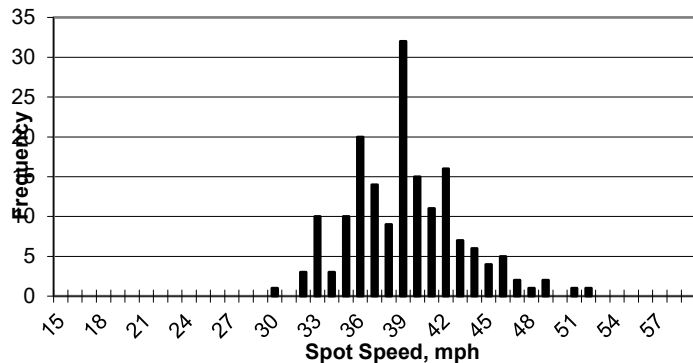
Mean Speed: 39
 Standard Deviation: 4
 Standard error of the mean: 0.3
 50th Percentile: 39
 85th Percentile: 43
 97th Percentile: 47
 10 Mile Pace: 33 to 42
 % of Samples in 10-Mile Pace: 80.92%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



spd_form.xls

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					
<u>Comments</u>	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

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%

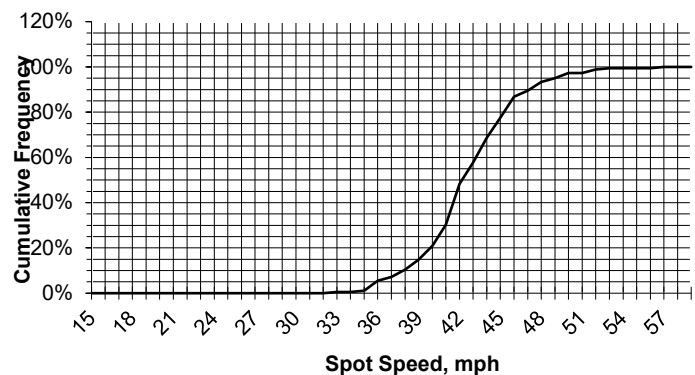
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:03-2:15PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

DATA ANALYSIS:

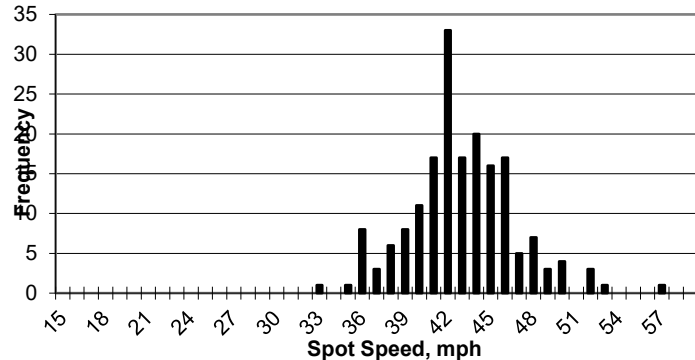
Mean Speed: 43
Standard Deviation: 4
Standard error of the mean: 0.3
50th Percentile: 43
85th Percentile: 46
97th Percentile: 50
10 Mile Pace: 39 to 48
% of Samples in 10-Mile Pace: 82.97%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

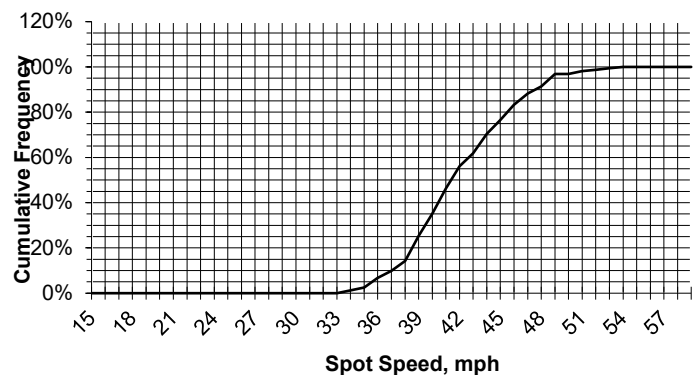
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:42-2:00PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

DATA ANALYSIS:

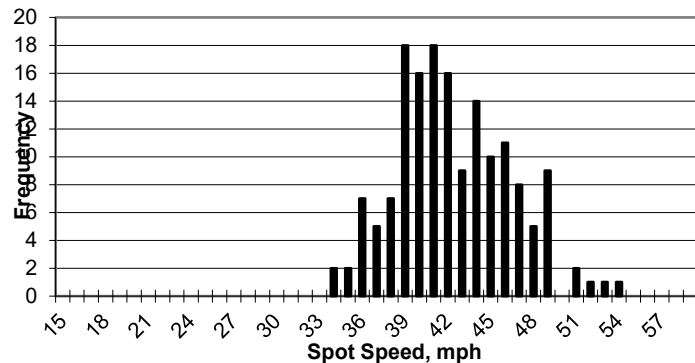
Mean Speed: 42
Standard Deviation: 4
Standard error of the mean: 0.31
50th Percentile: 42
85th Percentile: 47
97th Percentile: 51
10 Mile Pace: 38 to 47
% of Samples in 10-Mile Pace: 78.40%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

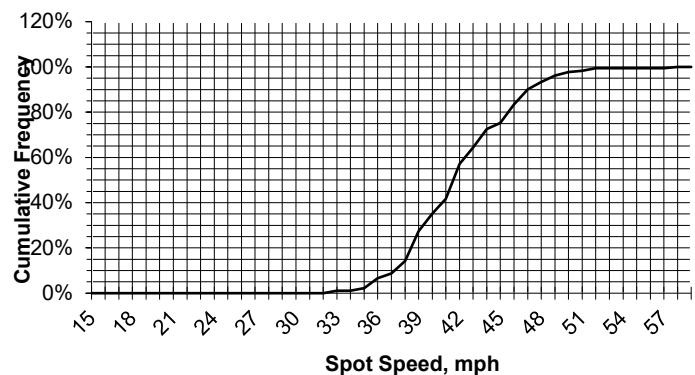
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:13-1:30PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

DATA ANALYSIS:

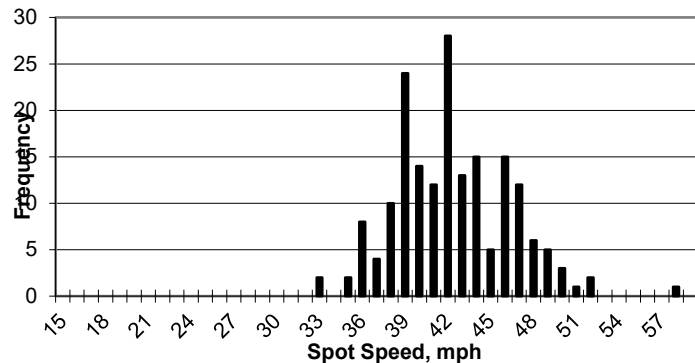
Mean Speed: 42
Standard Deviation: 4
Standard error of the mean: 0.3
50th Percentile: 42
85th Percentile: 47
97th Percentile: 50
10 Mile Pace: 38 to 47
% of Samples in 10-Mile Pace: 81.32%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

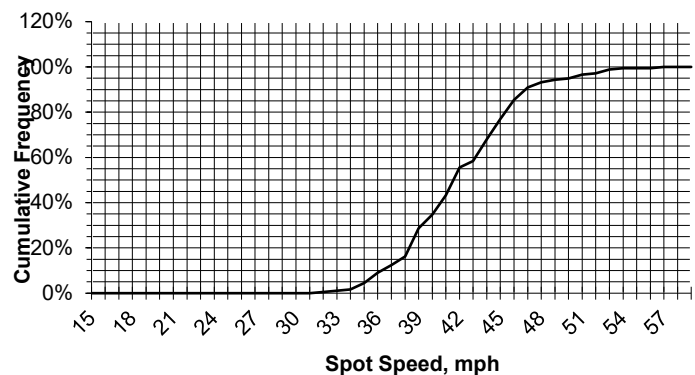
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 12:45-1:05PM
Recorder: EY/AY
Posted Speed: 45 mph
Remarks:

DATA ANALYSIS:

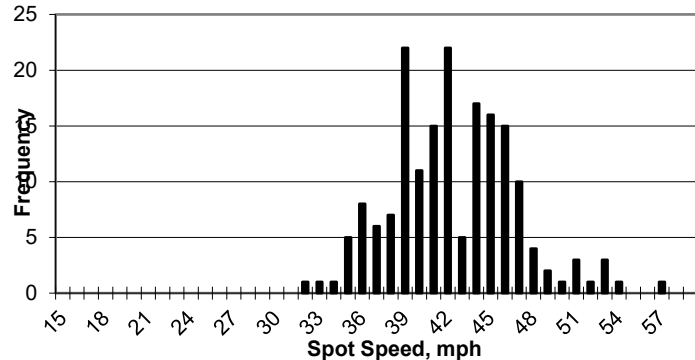
Mean Speed: 42
Standard Deviation: 4
Standard error of the mean: 0.3
50th Percentile: 42
85th Percentile: 46
97th Percentile: 52
10 Mile Pace: 38 to 47
% of Samples in 10-Mile Pace: 78.65%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

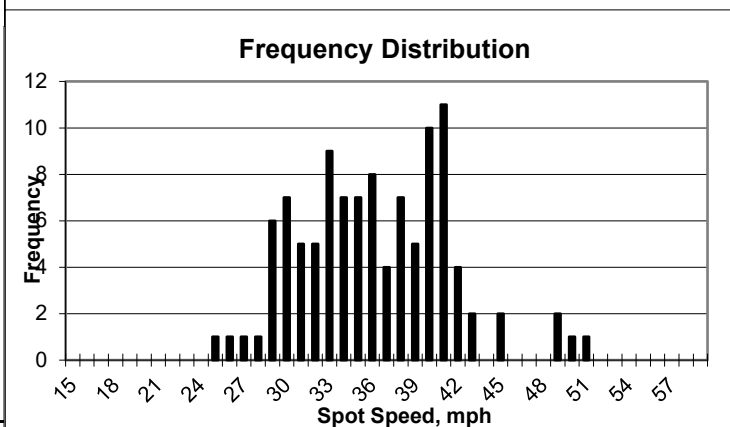
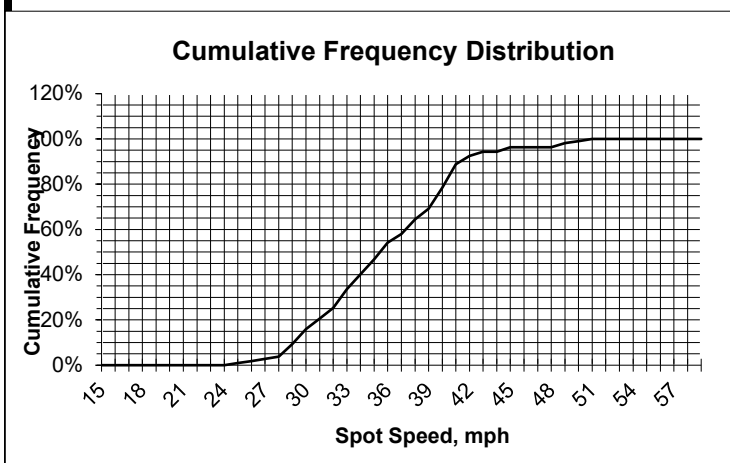
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.93%	0.93%
26	1	0.93%	1.87%
27	1	0.93%	2.80%
28	1	0.93%	3.74%
29	6	5.61%	9.35%
30	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%

Date: 4/5/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:18-10:55A
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>						

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

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%

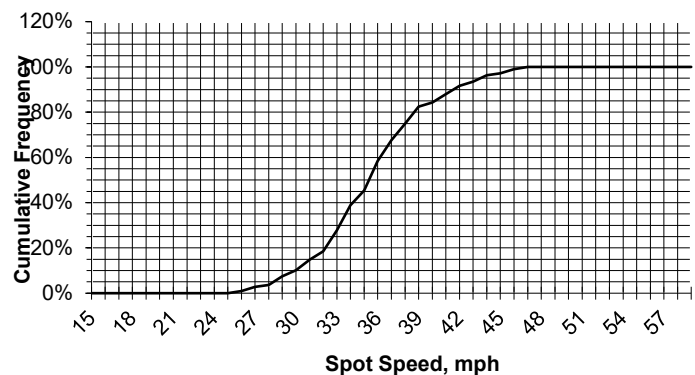
Date: 4/5/2022 Day: Tuesday
 Weather: Clear
 Hours: 9:40-10:15AM
 Recorder: EY
 Posted Speed: 40 mph
 Remarks: _____

DATA ANALYSIS:

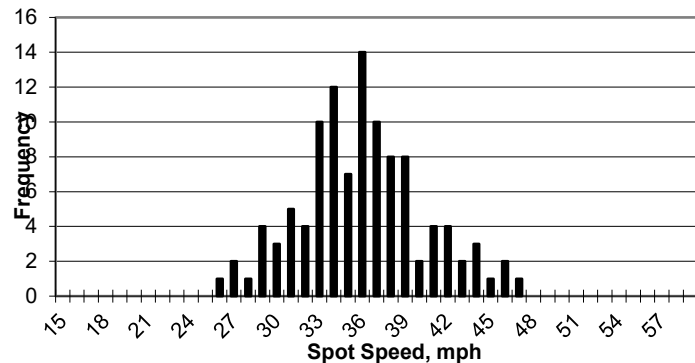
Mean Speed: 36
 Standard Deviation: 4
 Standard error of the mean: 0.38
 50th Percentile: 36
 85th Percentile: 41
 97th Percentile: 45
 10 Mile Pace: 30 to 39
 % of Samples in 10-Mile Pace: 75.00%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

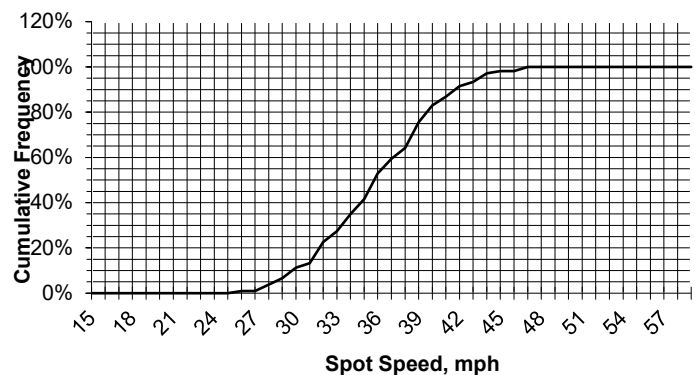
Date: 5/3/2022 Day: Tuesday
 Weather: Clear
 Hours: 3:45-4:20PM
 Recorder: AY
 Posted Speed: 40 mph
 Remarks:

DATA ANALYSIS:

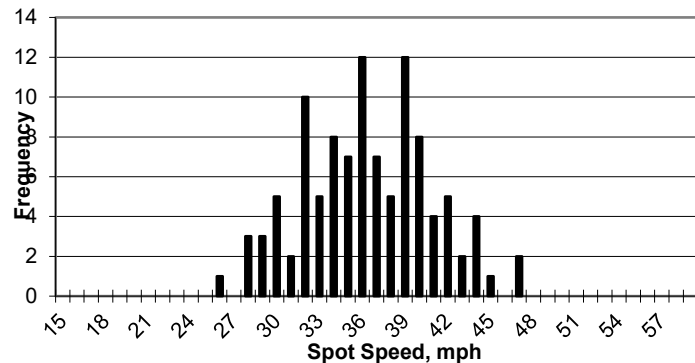
Mean Speed: 36
 Standard Deviation: 4
 Standard error of the mean: 0.39
 50th Percentile: 36
 85th Percentile: 41
 97th Percentile: 44
 10 Mile Pace: 32 to 41
 % of Samples in 10-Mile Pace: 73.58%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

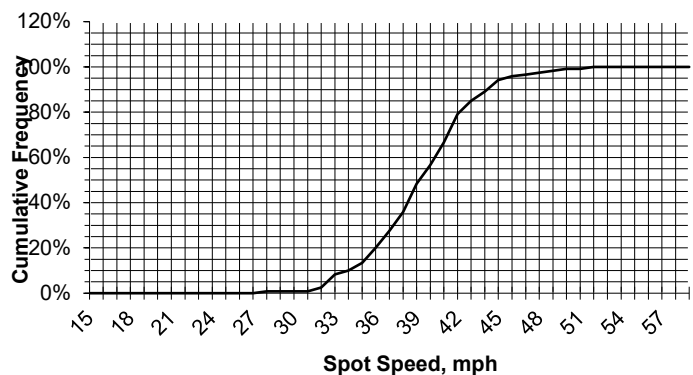
Date: 3/14/2022 Day: Monday
 Weather: Clear
 Hours: 10:00-10:30AM
 Recorder: EY
 Posted Speed: 40 mph
 Remarks: _____

DATA ANALYSIS:

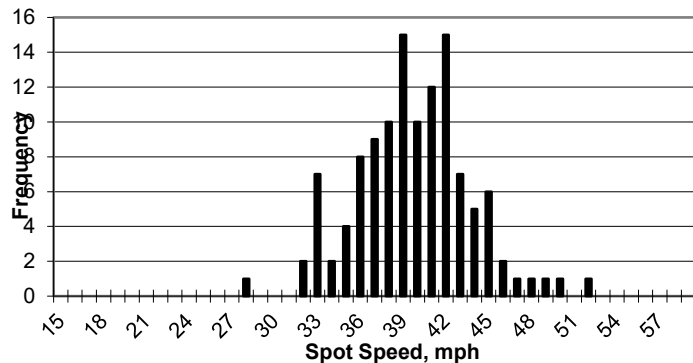
Mean Speed: 40
 Standard Deviation: 4
 Standard error of the mean: 0.37
 50th Percentile: 40
 85th Percentile: 43
 97th Percentile: 48
 10 Mile Pace: 36 to 45
 % of Samples in 10-Mile Pace: 80.83%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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 speed limit
Percentage of Vehicles in Pace	83.7%					
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					
<u>Comments</u>	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

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%

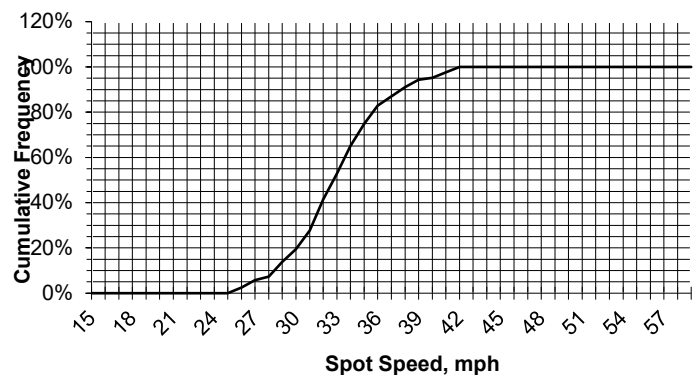
Date: 3/14/2022 Day: Monday
 Weather: Clear
 Hours: 10:35-11:05AM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks: _____

DATA ANALYSIS:

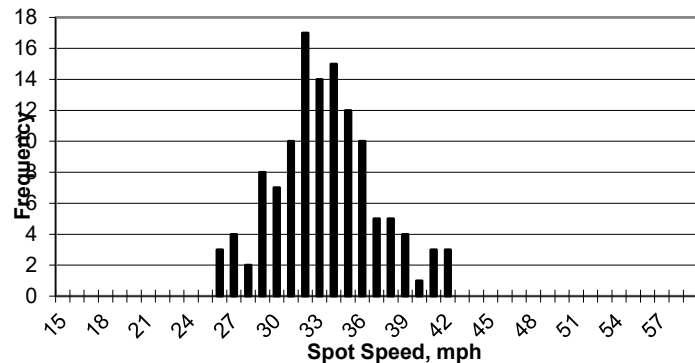
Mean Speed: 33
 Standard Deviation: 4
 Standard error of the mean: 0.36
 50th Percentile: 33
 85th Percentile: 37
 97th Percentile: 41
 10 Mile Pace: 29 to 38
 % of Samples in 10-Mile Pace: 83.74%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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 speed limit
Percentage of Vehicles in Pace	91.0%					
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					
<u>Comments</u>						

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

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%

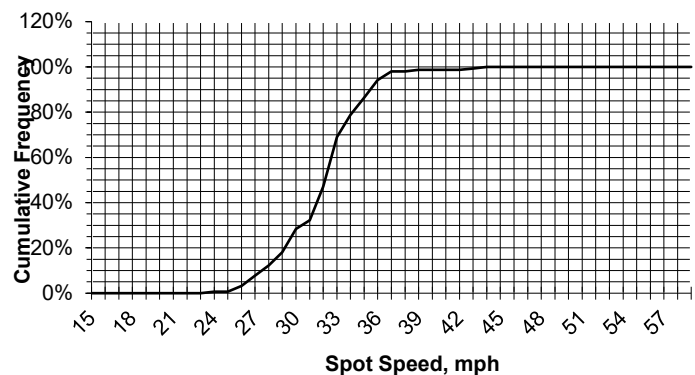
Date: 3/14/2022 Day: Monday
 Weather: Clear
 Hours: 11:10-11:40AM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks: _____

DATA ANALYSIS:

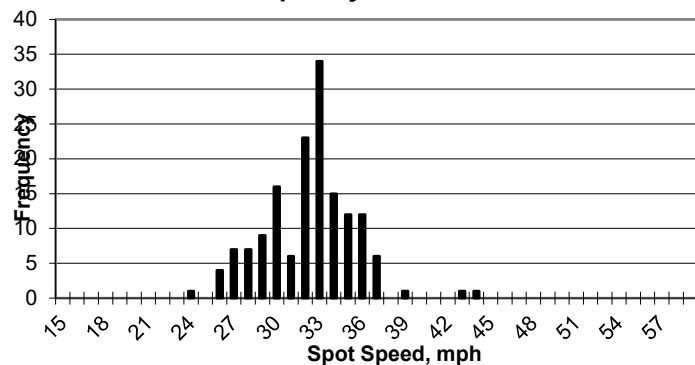
Mean Speed: 32
 Standard Deviation: 3
 Standard error of the mean: 0.24
 50th Percentile: 33
 85th Percentile: 35
 97th Percentile: 37
 10 Mile Pace: 27 to 36
 % of Samples in 10-Mile Pace: 90.97%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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,
Percentage of Vehicles in Pace	88.8%					continuation of 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)	0.47					
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					
<u>Comments</u>						

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

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%

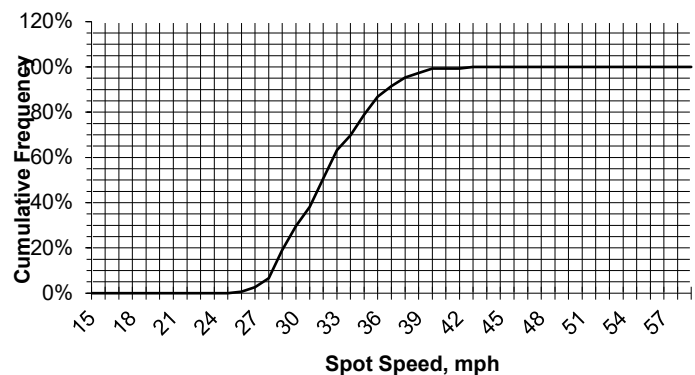
Date: 3/14/2022 Day: Monday
 Weather: Clear
 Hours: 11:45AM-12:15PM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks:

DATA ANALYSIS:

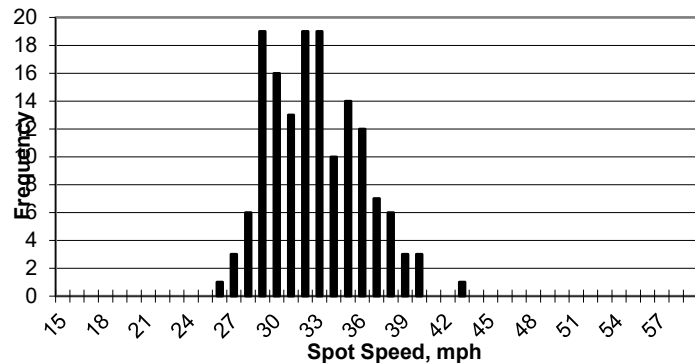
Mean Speed: 33
 Standard Deviation: 3
 Standard error of the mean: 0.24
 50th Percentile: 32
 85th Percentile: 36
 97th Percentile: 39
 10 Mile Pace: 28 to 37
 % of Samples in 10-Mile Pace: 88.82%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

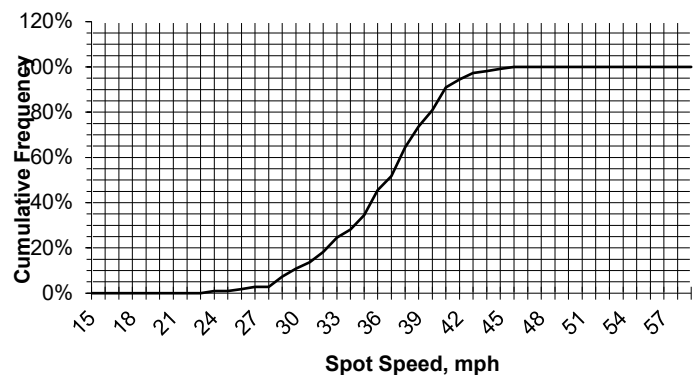
Date: 4/12/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:30-4:00PM
Recorder: AY
Posted Speed: 40 mph
Remarks:

DATA ANALYSIS:

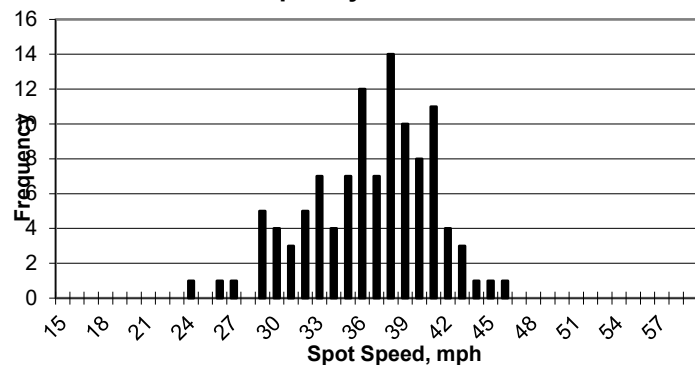
Mean Speed: 37
Standard Deviation: 4
Standard error of the mean: 0.38
50th Percentile: 37
85th Percentile: 41
97th Percentile: 43
10 Mile Pace: 32 to 41
% of Samples in 10-Mile Pace: 77.27%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

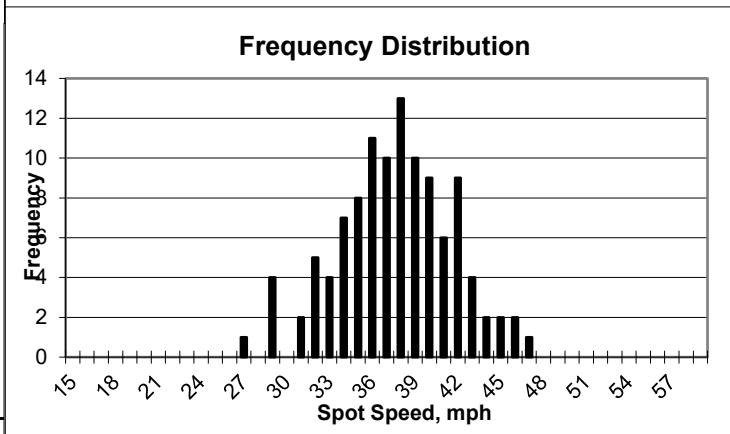
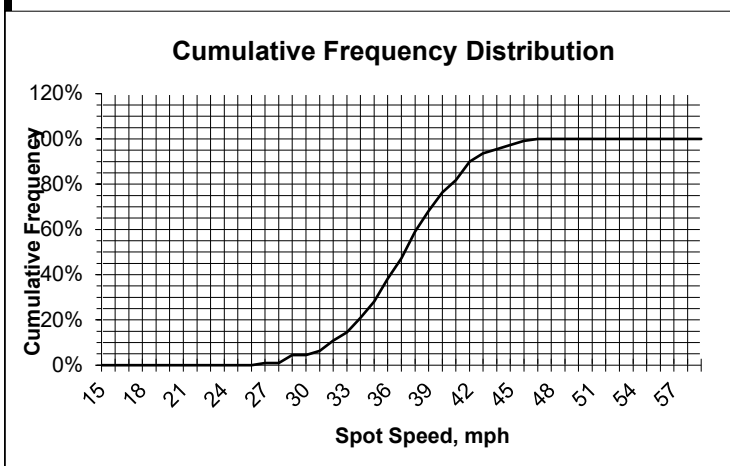
Street: Harbor Blvd
 Location: 300 ft N of La Brea St
 Between: Channel Islands Blvd / La Brea St Ref. # 65

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%

Date: 4/12/2022 Day: Tuesday
 Weather: Clear
 Hours: 3:00-3:30PM
 Recorder: AY
 Posted Speed: 40 mph
 Remarks: _____

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: _____



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					
<u>Comments</u>	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

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%

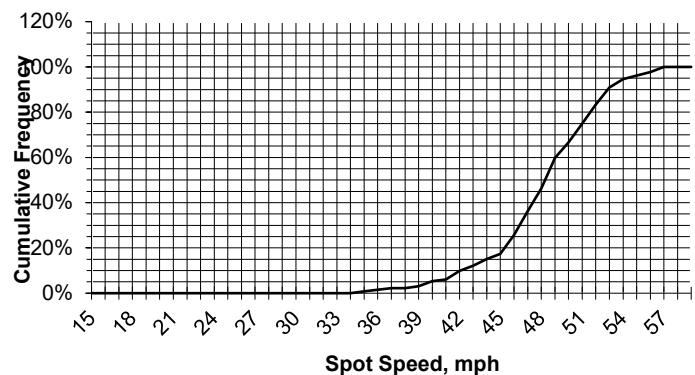
Total: 132 100%

Date: 4/12/2022 **Day:** Tuesday
Weather: Clear
Hours: 2:20-2:50PM
Recorder: AY
Posted Speed: 50 mph
Remarks: _____

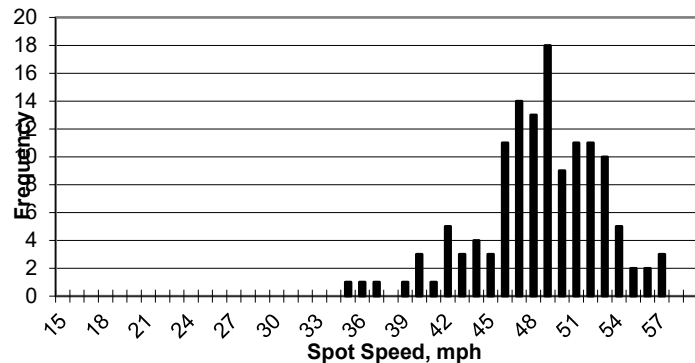
DATA ANALYSIS:

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: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Harbor Blvd
 Location: at Natilus
 Between: Eastbourne Bay /Wooley Rd Ref. # 67

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%

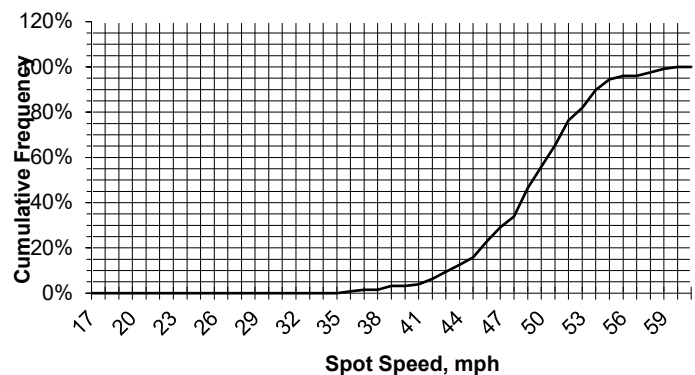
Date: 4/12&4/26/22 Day: Tuesday
 Weather: Clear
 Hours: 9:00-9:40A
 Recorder: EY/AY
 Posted Speed: 50 mph
 Remarks:

DATA ANALYSIS:

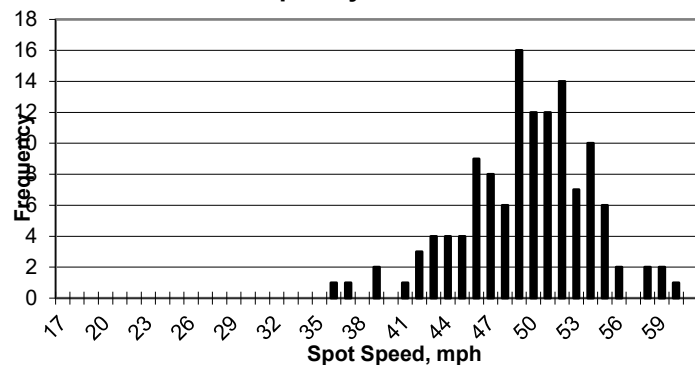
Mean Speed: 50
 Standard Deviation: 4
 Standard error of the mean: 0.35
 50th Percentile: 50
 85th Percentile: 54
 97th Percentile: 58
 10 Mile Pace: 46 to 55
 % of Samples in 10-Mile Pace: 78.74%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

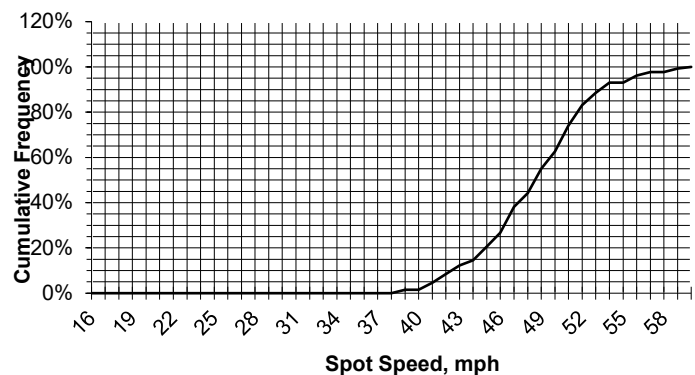
Date: 4/12&4/26/22 **Day:** Tuesday
Weather: Clear
Hours: 2:30-2:45PM
Recorder: EY/AY
Posted Speed: 50 mph
Remarks:

DATA ANALYSIS:

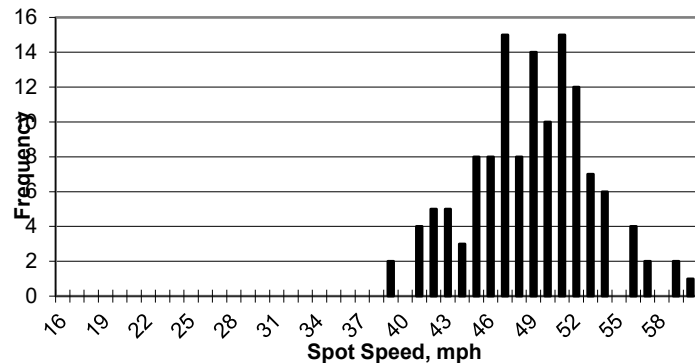
Mean Speed: 49
Standard Deviation: 4
Standard error of the mean: 0.35
50th Percentile: 49
85th Percentile: 53
97th Percentile: 57
10 Mile Pace: 45 to 54
% of Samples in 10-Mile Pace: 78.63%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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 safety, bicycle safety, reduce speed limit
Percentage of Vehicles in Pace	82%					
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					
<u>Comments</u>	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

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%

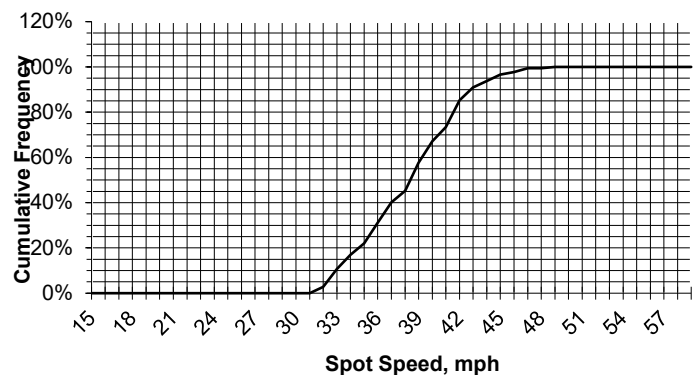
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:35AM-12:05PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

DATA ANALYSIS:

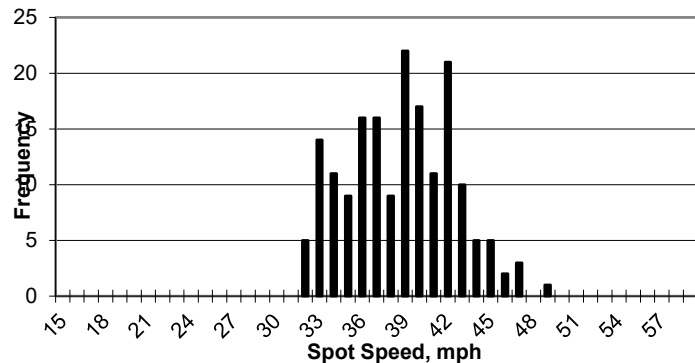
Mean Speed: 39
Standard Deviation: 4
Standard error of the mean: 0.3
50th Percentile: 39
85th Percentile: 42
97th Percentile: 46
10 Mile Pace: 33 to 42
% of Samples in 10-Mile Pace: 82.49%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>	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

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%

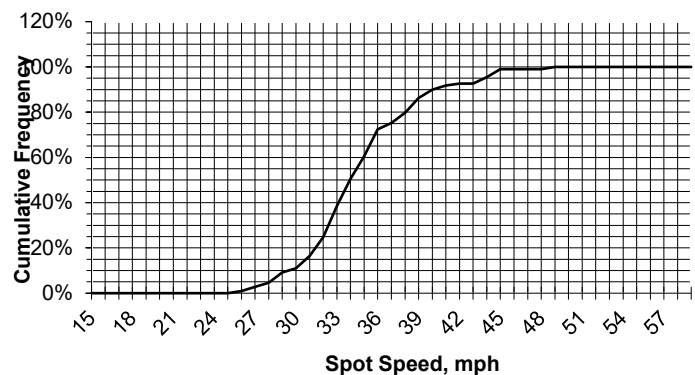
Date: 3/22/2022 Day: Tuesday
 Weather: Clear
 Hours: 11:00-11:30AM
 Recorder: EY
 Posted Speed: 35 mph
 Remarks: _____

DATA ANALYSIS:

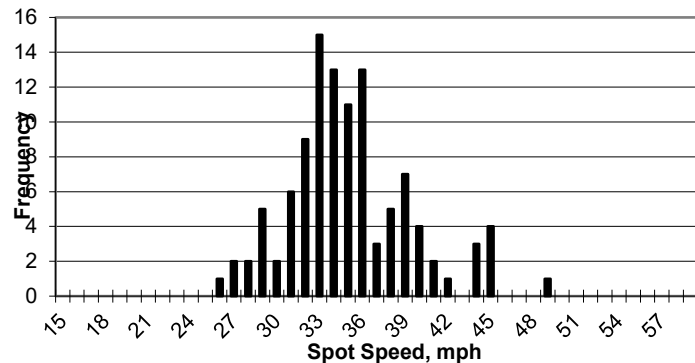
Mean Speed: 35
 Standard Deviation: 4
 Standard error of the mean: 0.38
 50th Percentile: 34
 85th Percentile: 39
 97th Percentile: 45
 10 Mile Pace: 31 to 40
 % of Samples in 10-Mile Pace: 78.90%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

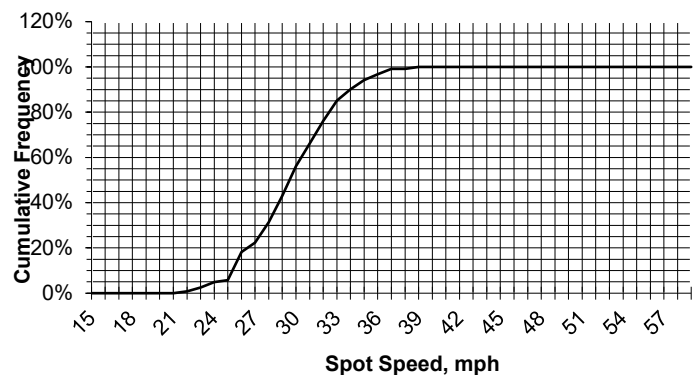
Date: 4/14/2022 Day: Thursday
 Weather: Clear
 Hours: 10:00-10:30AM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks:

DATA ANALYSIS:

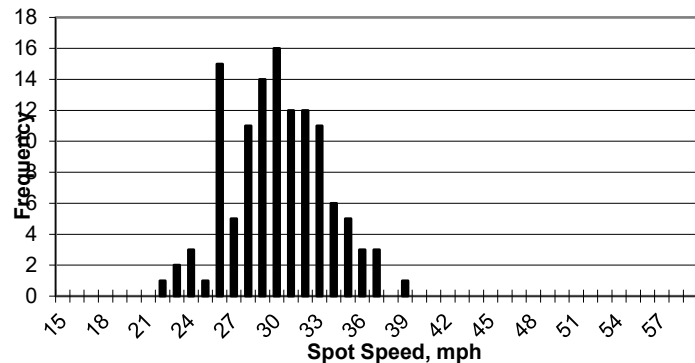
Mean Speed: 30
 Standard Deviation: 3
 Standard error of the mean: 0.27
 50th Percentile: 30
 85th Percentile: 33
 97th Percentile: 37
 10 Mile Pace: 26 to 35
 % of Samples in 10-Mile Pace: 88.43%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>	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

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%

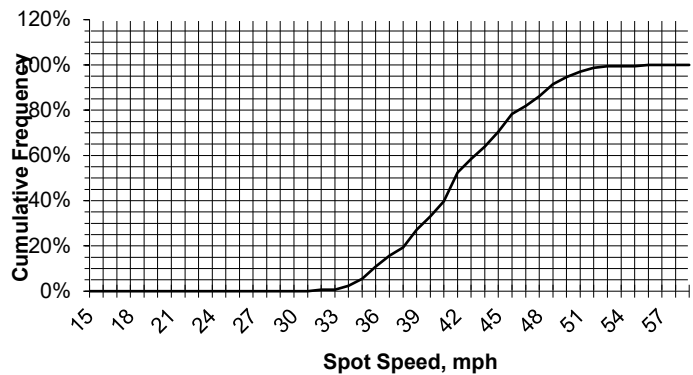
Date: 5/18/2022 Day: Wednesday
 Weather: Clear
 Hours: 12:30-12:50PM
 Recorder: EY /AY
 Posted Speed: 45 mph
 Remarks:

DATA ANALYSIS:

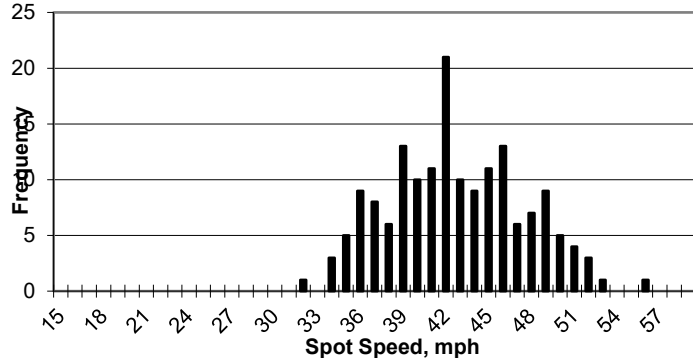
Mean Speed: 43
 Standard Deviation: 5
 Standard error of the mean: 0.39
 50th Percentile: 42
 85th Percentile: 48
 97th Percentile: 52
 10 Mile Pace: 37 to 46
 % of Samples in 10-Mile Pace: 67.47%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>	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

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%

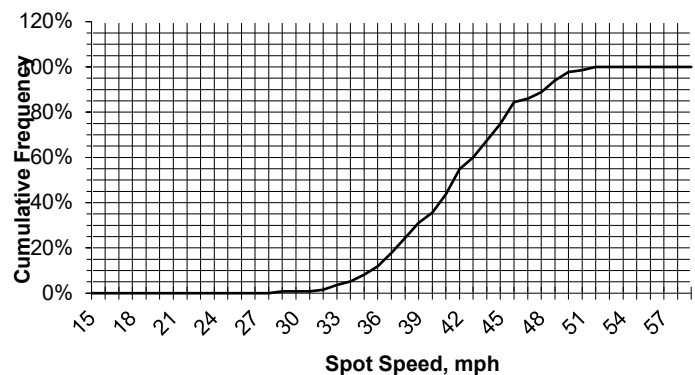
Date: 4/22/2022 Day: Friday
 Weather: Clear
 Hours: 3:10-3:25PM
 Recorder: EY / AY
 Posted Speed: 45 mph
 Remarks: _____

DATA ANALYSIS:

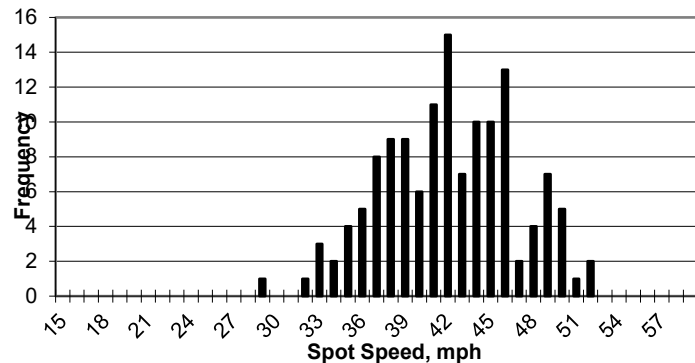
Mean Speed: 42
 Standard Deviation: 5
 Standard error of the mean: 0.43
 50th Percentile: 42
 85th Percentile: 47
 97th Percentile: 50
 10 Mile Pace: 37 to 46
 % of Samples in 10-Mile Pace: 72.59%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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 speed limit
Percentage of Vehicles in Pace	90.1%					
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					
<u>Comments</u>						

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

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%

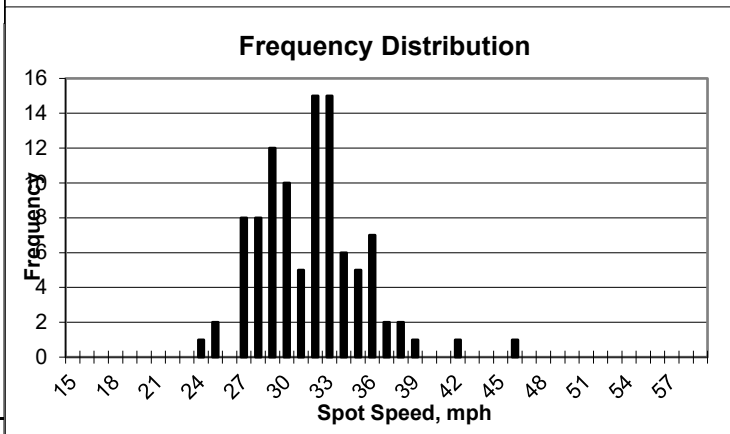
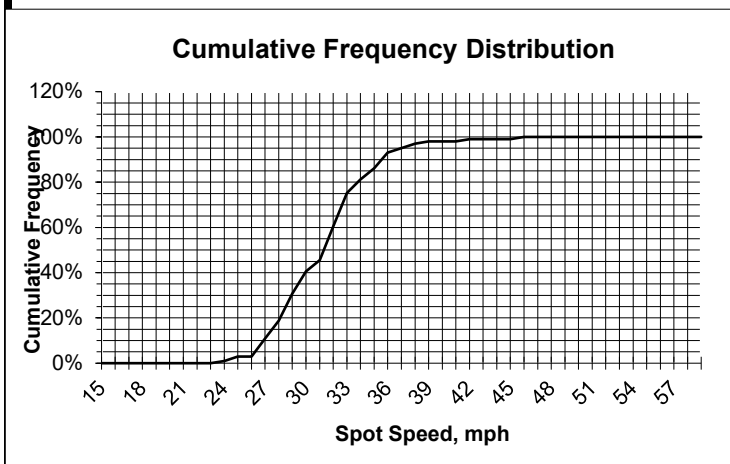
Total: 101 100%

Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 1:30-2:10PM
Recorder: EY
Posted Speed: 30 mph
Remarks: _____

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: _____



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					
<u>Comments</u>						

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

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%

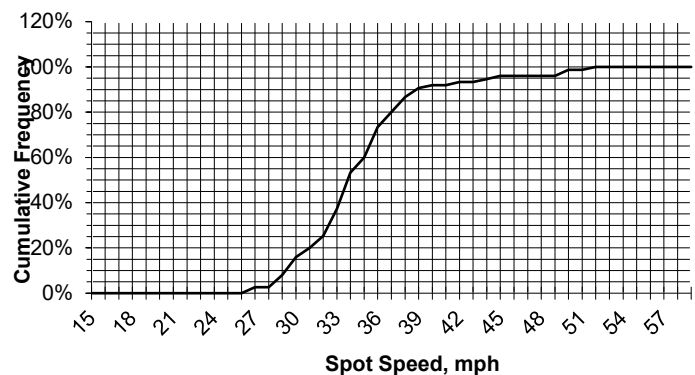
Date: 3/11/2022 Day: Friday
 Weather: Clear
 Hours: 11:50AM-12:30PM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks:

DATA ANALYSIS:

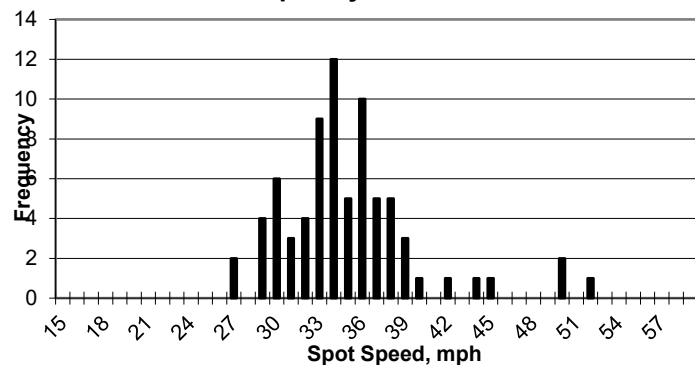
Mean Speed: 35
 Standard Deviation: 5
 Standard error of the mean: 0.58
 50th Percentile: 34
 85th Percentile: 38
 97th Percentile: 50
 10 Mile Pace: 29 to 38
 % of Samples in 10-Mile Pace: 84.00%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

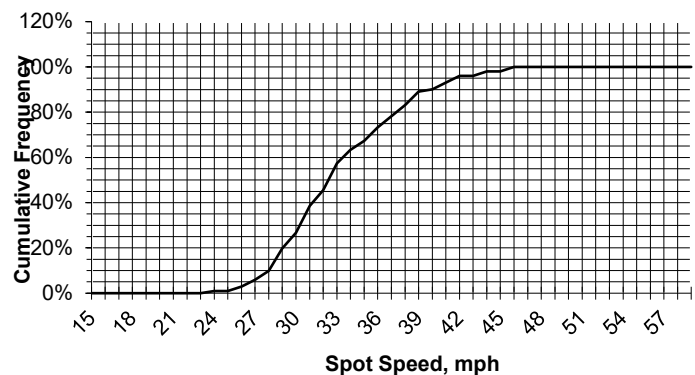
Date: 3/11/2022 Day: Friday
 Weather: Clear
 Hours: 10:50-11:40AM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks:

DATA ANALYSIS:

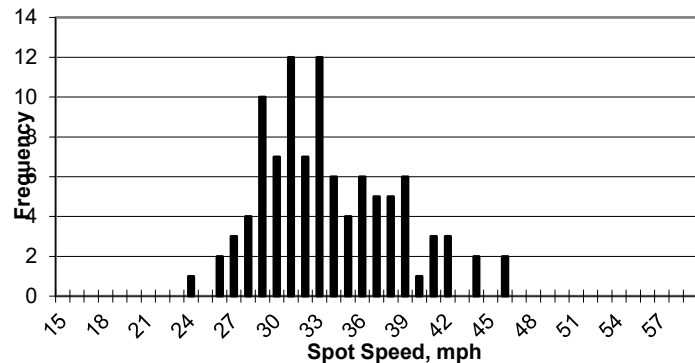
Mean Speed: 34
 Standard Deviation: 5
 Standard error of the mean: 0.5
 50th Percentile: 33
 85th Percentile: 39
 97th Percentile: 44
 10 Mile Pace: 29 to 38
 % of Samples in 10-Mile Pace: 73.27%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

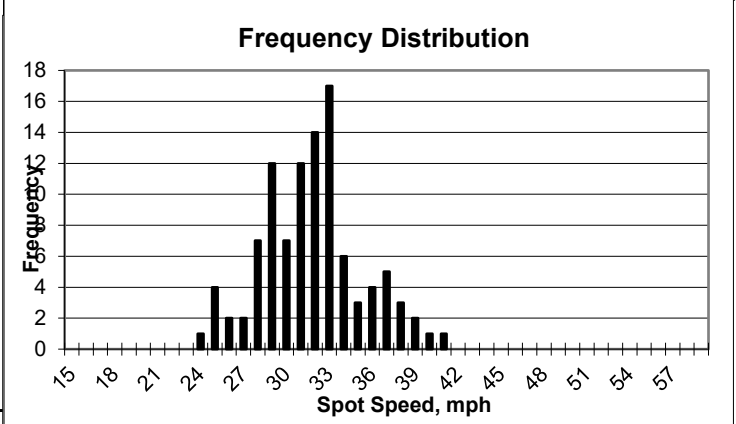
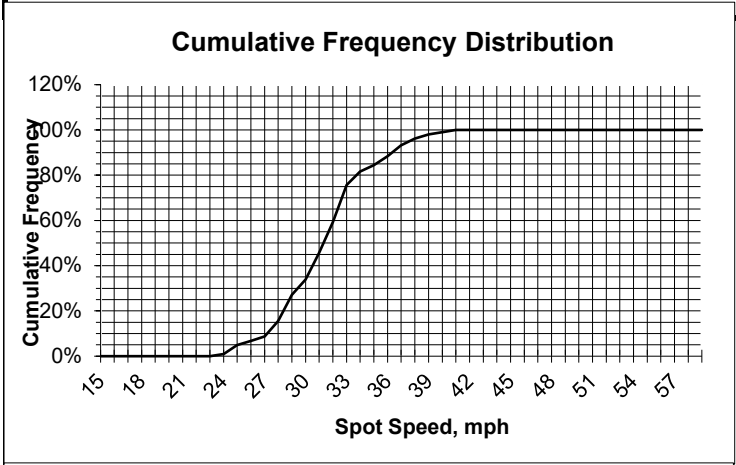
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.97%	0.97%
25	4	3.88%	4.85%
26	2	1.94%	6.80%
27	2	1.94%	8.74%
28	7	6.80%	15.53%
29	12	11.65%	27.18%
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%

Date: 3/11/2022 Day: Friday
 Weather: Clear
 Hours: 10:05-10:45AM
 Recorder: EY
 Posted Speed: 30 mph
 Remarks: _____

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: _____



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					
<u>Comments</u>	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

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%

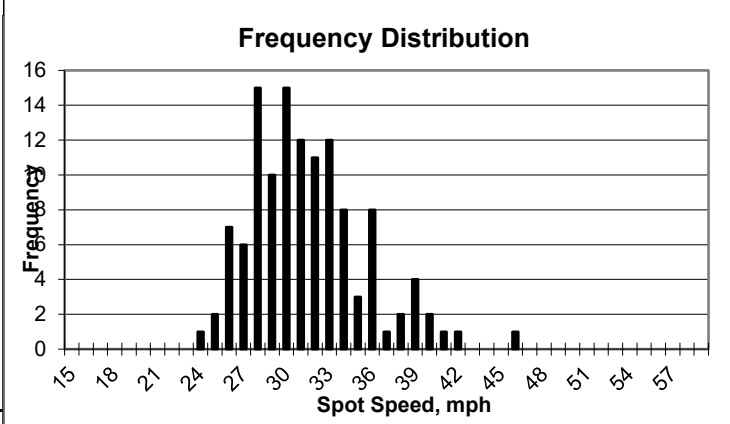
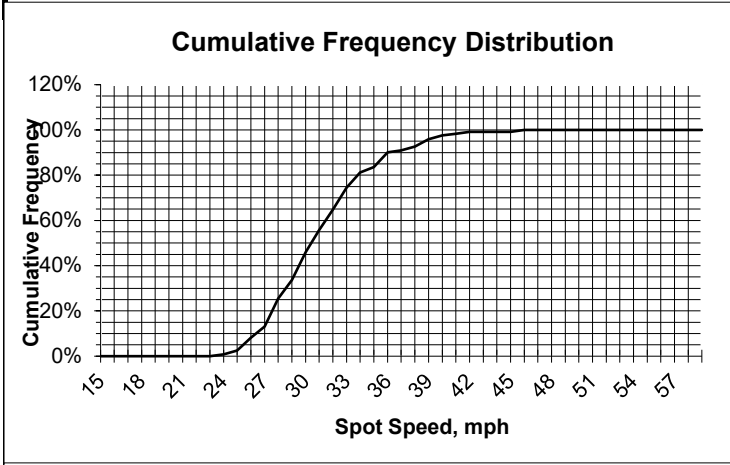
Total: 122 100%

Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 9:33-10:03AM
Recorder: EY
Posted Speed: 30 mph
Remarks: _____

DATA ANALYSIS:

Mean Speed:	<u>31</u>
Standard Deviation:	<u>4</u>
Standard error of the mean:	<u>0.36</u>
50th Percentile:	<u>31</u>
85th Percentile:	<u>36</u>
97th Percentile:	<u>40</u>
10 Mile Pace:	<u>27</u> to <u>36</u>
% of Samples in 10-Mile Pace:	<u>81.97%</u>

Comments: _____



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 existing speed limit
Percentage of Vehicles in Pace	88%					
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					
<u>Comments</u>	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

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%

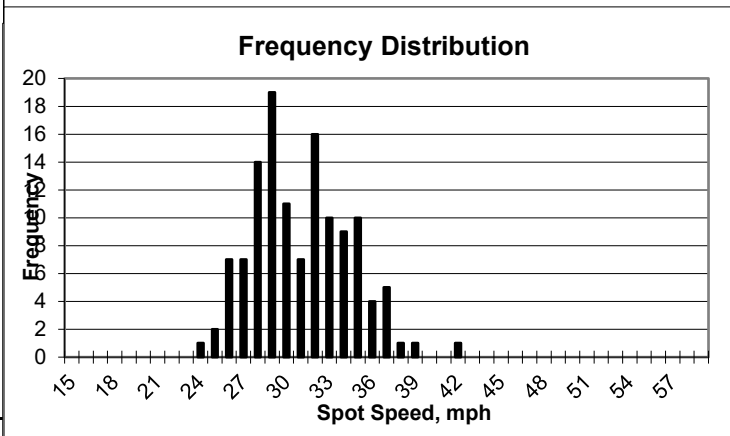
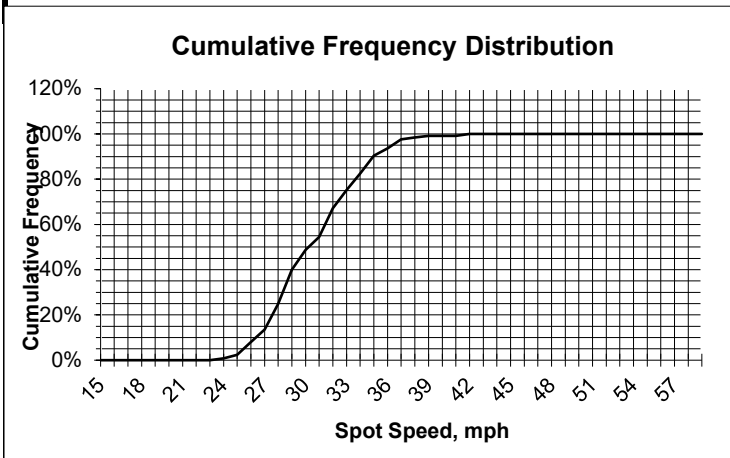
Total: 125 100%

Date: 3/11/2022 **Day:** Friday
Weather: Clear
Hours: 8:55-9:30AM
Recorder: EY
Posted Speed: 30 mph
Remarks: _____

DATA ANALYSIS:

Mean Speed:	<u>31</u>
Standard Deviation:	<u>3</u>
Standard error of the mean:	<u>0.27</u>
50th Percentile:	<u>31</u>
85th Percentile:	<u>35</u>
97th Percentile:	<u>37</u>
10 Mile Pace:	<u>26</u> to <u>35</u>
% of Samples in 10-Mile Pace:	<u>88.00%</u>

Comments: _____



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
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					
<u>Comments</u>						

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

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%

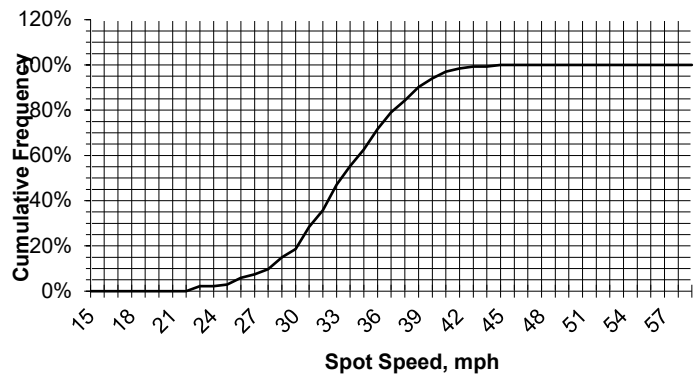
Date: 5/18/2022 **Day:** Wednesday
Weather: Clear
Hours: 3:10-3:50PM
Recorder: AY/EY
Posted Speed: 35 mph
Remarks: _____

DATA ANALYSIS:

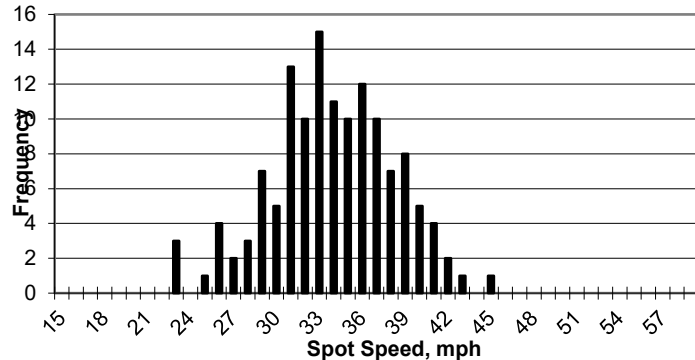
Mean Speed: 34
Standard Deviation: 4
Standard error of the mean: 0.35
50th Percentile: 34
85th Percentile: 39
97th Percentile: 41
10 Mile Pace: 30 to 39
% of Samples in 10-Mile Pace: 75.37%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

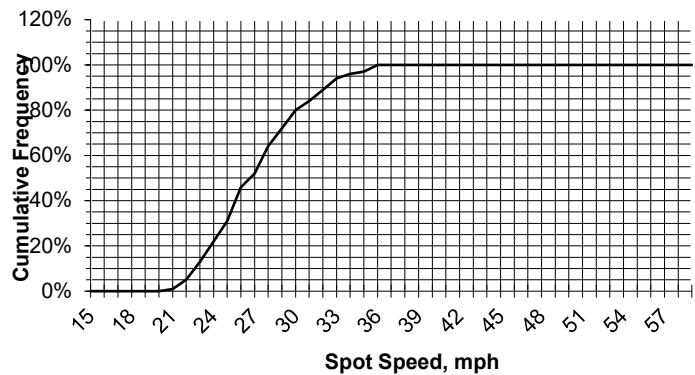
Date: 5/18/2022 **Day:** Wednesday
Weather: Clear
Hours: 10:50-11:35AM
Recorder: EY
Posted Speed: 35 mph
Remarks: _____

DATA ANALYSIS:

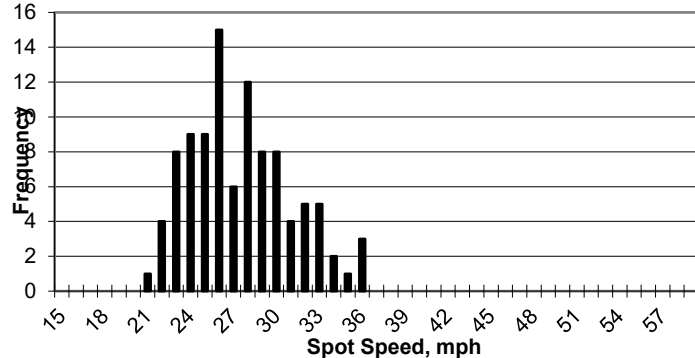
Mean Speed: 28
Standard Deviation: 4
Standard error of the mean: 0.4
50th Percentile: 27
85th Percentile: 32
97th Percentile: 35
10 Mile Pace: 23 to 32
% of Samples in 10-Mile Pace: 84.00%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

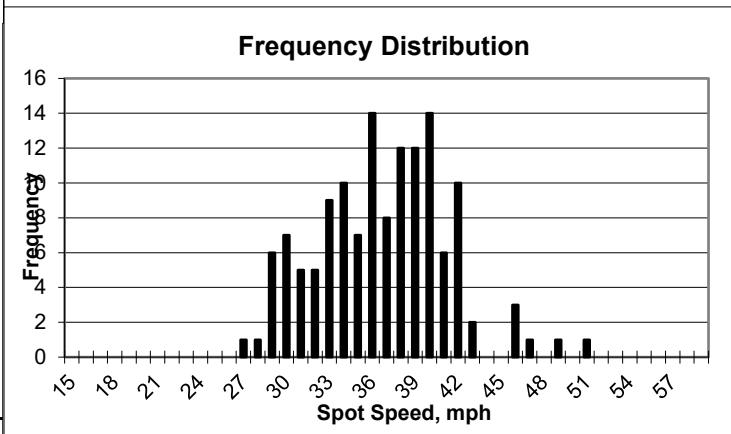
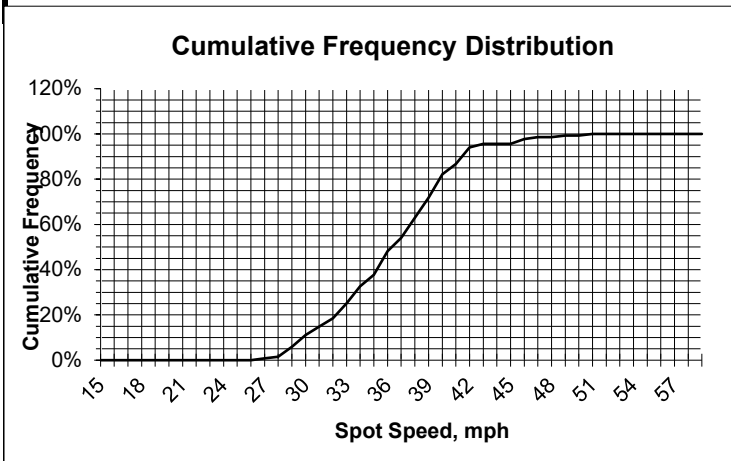
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	1	0.74%	0.74%
28	1	0.74%	1.48%
29	6	4.44%	5.93%
30	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%

Date: 4/5/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:58 -11:30A
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

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: _____



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
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 /Outtrigger)					
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					
<u>Comments</u>						

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

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%

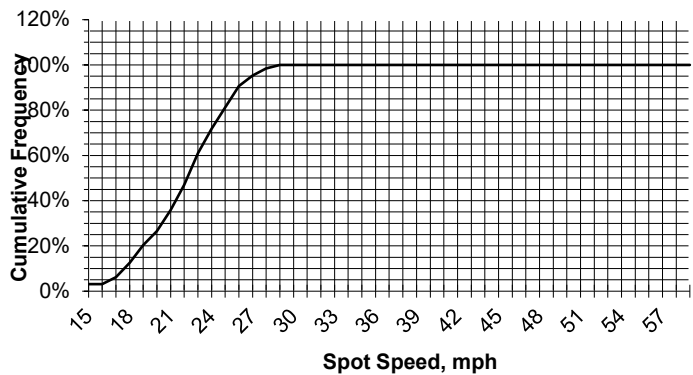
Date: 5/17/2022 Day: Tuesday
 Weather: Clear
 Hours: 9:15 -10:40A
 Recorder: EY
 Posted Speed: 25 mph
 Remarks:

DATA ANALYSIS:

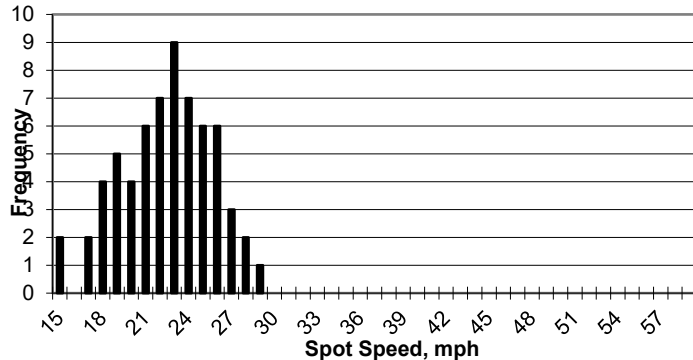
Mean Speed: 22
 Standard Deviation: 3
 Standard error of the mean: 0.38
 50th Percentile: 23
 85th Percentile: 26
 97th Percentile: 28
 10 Mile Pace: 18 to 27
 % of Samples in 10-Mile Pace: 89.06%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

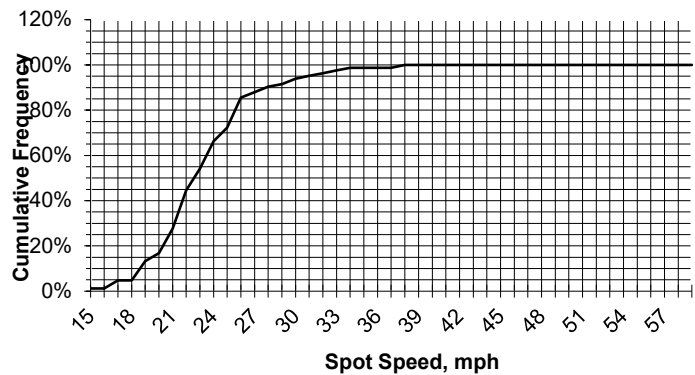
Date: 5/17/2022 Day: Tuesday
 Weather: Clear
 Hours: 8:10 - 9:10A
 Recorder: EY
 Posted Speed: 25 mph
 Remarks: _____

DATA ANALYSIS:

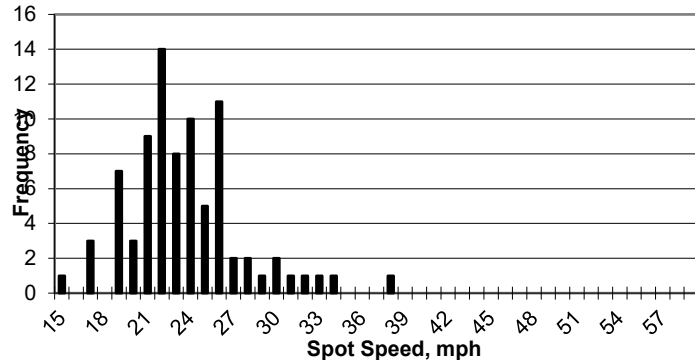
Mean Speed: 24
 Standard Deviation: 4
 Standard error of the mean: 0.44
 50th Percentile: 23
 85th Percentile: 26
 97th Percentile: 33
 10 Mile Pace: 19 to 28
 % of Samples in 10-Mile Pace: 85.54%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

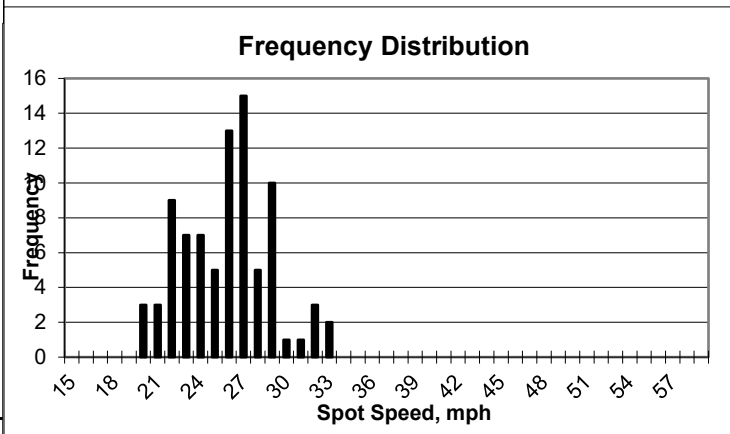
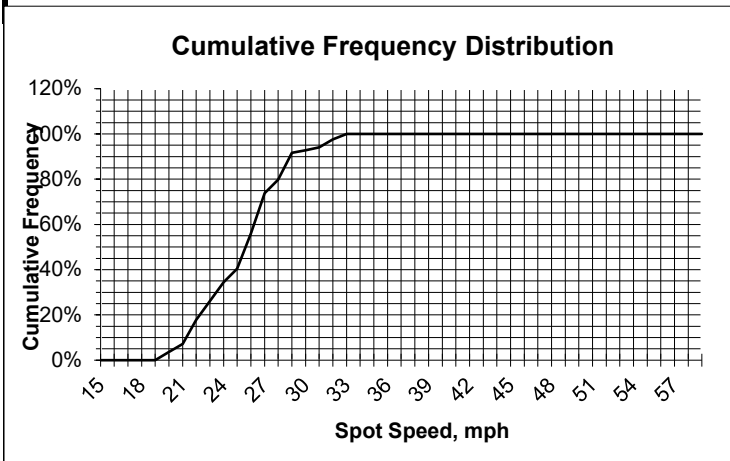
Street: Maulhardt Rd
Location: at Oxnard Pacific Entrance
Between: Dodge Rd / Pleasant Valley Rd Ref. # 87

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%

Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 2:30 -3:20P
Recorder: EY/AY
Posted Speed: None
Remarks: _____

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: _____



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					
<u>Comments</u>						

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

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%

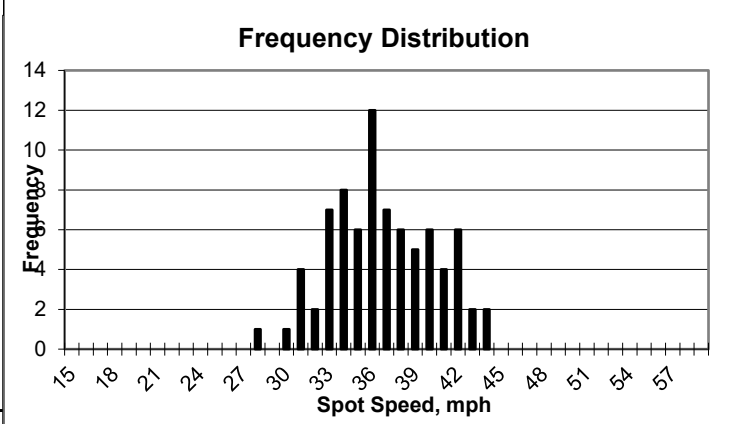
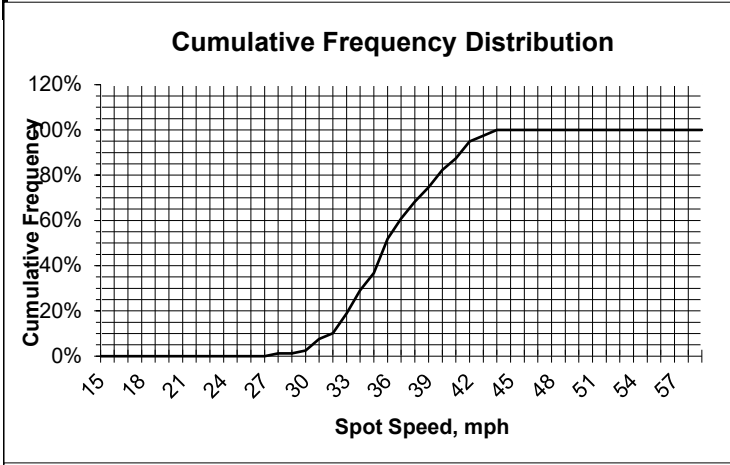
Total: 79 100%

Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 10:35
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

Mean Speed:	<u>37</u>
Standard Deviation:	<u>4</u>
Standard error of the mean:	<u>0.45</u>
50th Percentile:	<u>36</u>
85th Percentile:	<u>41</u>
97th Percentile:	<u>43</u>
10 Mile Pace:	<u>33</u> to <u>42</u>
% of Samples in 10-Mile Pace:	<u>84.81%</u>

Comments: _____



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
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 speed limit
Percentage of Vehicles in Pace	71.3%					
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					
<u>Comments</u>	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

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%

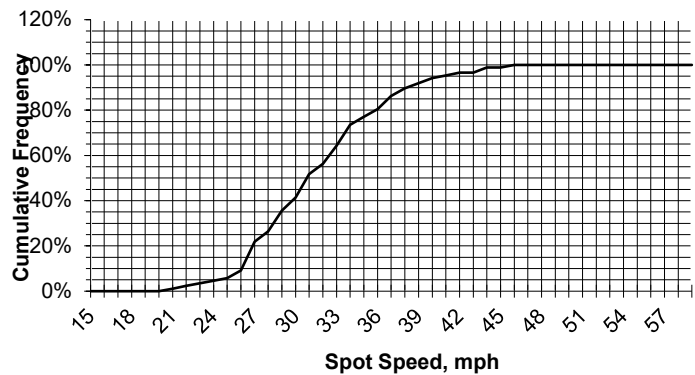
Date: 5/18/2022 **Day:** Wednesday
Weather: Clear
Hours: 12:55-2:00PM
Recorder: AY
Posted Speed: 25 mph
Remarks: _____

DATA ANALYSIS:

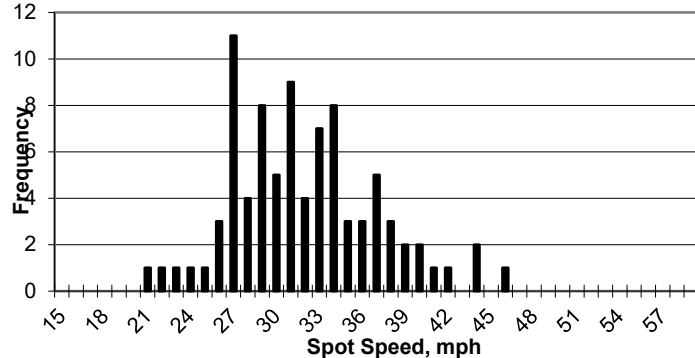
Mean Speed:	<u>32</u>
Standard Deviation:	<u>5</u>
Standard error of the mean:	<u>0.54</u>
50th Percentile:	<u>31</u>
85th Percentile:	<u>37</u>
97th Percentile:	<u>44</u>
10 Mile Pace:	<u>26</u> to <u>35</u>
% of Samples in 10-Mile Pace:	<u>71.26%</u>

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

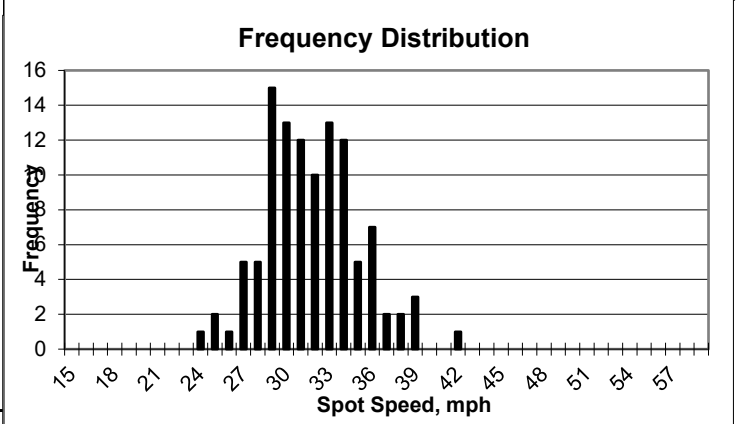
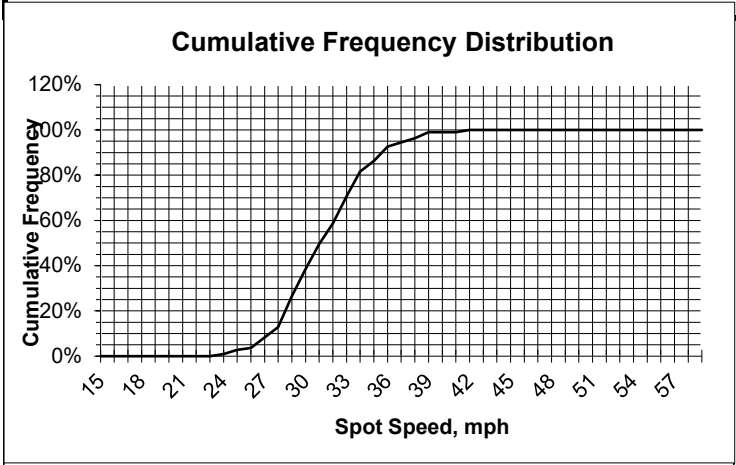
Total: 109 100%

Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 9:20 -9:55A
Recorder: EY
Posted Speed: None
Remarks: _____

DATA ANALYSIS:

Mean Speed:	<u>32</u>
Standard Deviation:	<u>3</u>
Standard error of the mean:	<u>0.29</u>
50th Percentile:	<u>32</u>
85th Percentile:	<u>35</u>
97th Percentile:	<u>39</u>
10 Mile Pace:	<u>27</u> to <u>36</u>
% of Samples in 10-Mile Pace:	<u>88.99%</u>

Comments: _____



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					
<u>Comments</u>	Segment is 101 Freeway overpass and Caltrans R/W					

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

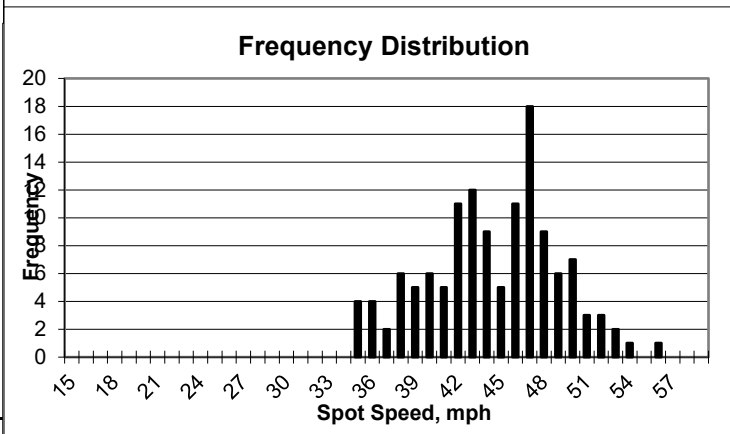
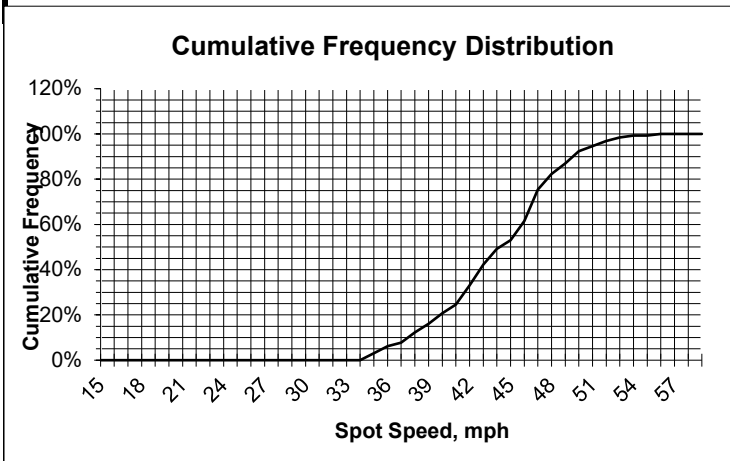
Street: Oxnard Blvd
Location: btw Wagon Wheel and 101 Ramps
Between: Town Center Dr / Wagon Wheel Rd Ref. # 91

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%

Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 10:00-10:20AM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks: _____

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: _____



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					
<u>Comments</u>						

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

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%

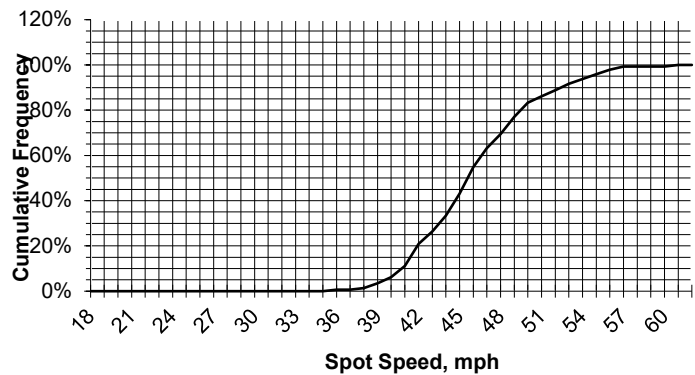
Date: 4/15/2022 Day: Friday
 Weather: Clear
 Hours: 10:25-10:40AM
 Recorder: EY /AY
 Posted Speed: 50 mph
 Remarks:

DATA ANALYSIS:

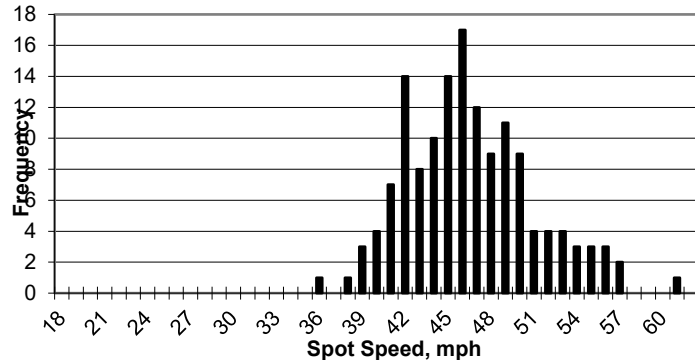
Mean Speed: 47
 Standard Deviation: 4
 Standard error of the mean: 0.33
 50th Percentile: 46
 85th Percentile: 51
 97th Percentile: 56
 10 Mile Pace: 41 to 50
 % of Samples in 10-Mile Pace: 77.08%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

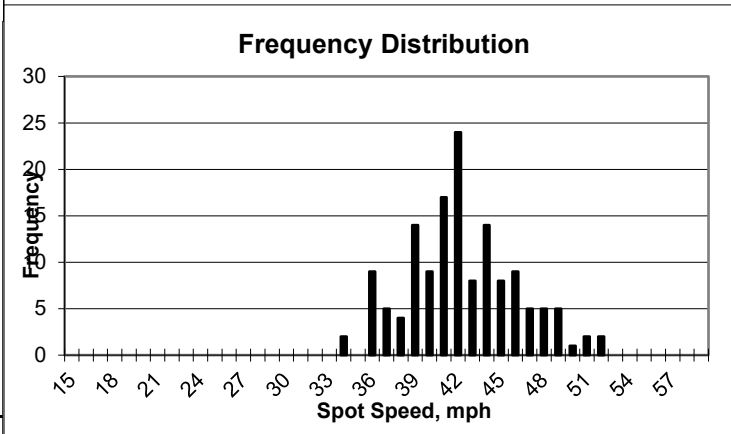
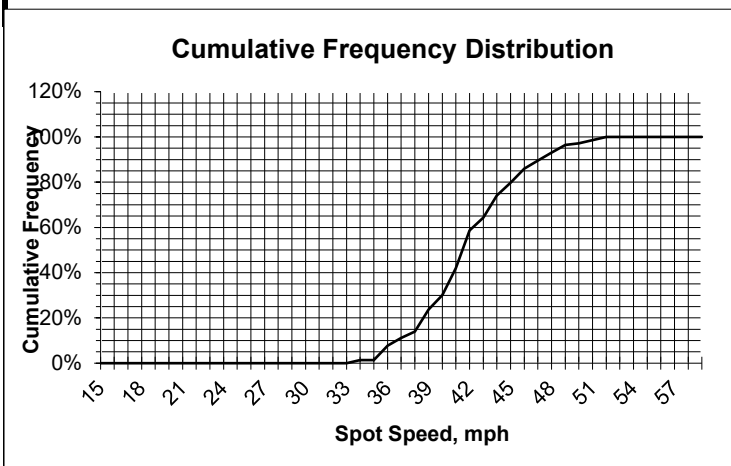
Street: Oxnard Blvd
Location: at Citrus Grove Lane
Between: Vineyard Ave / Gonzales Rd Ref. # 93

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%

Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 10:45 -11:00A
Recorder: EY /AY
Posted Speed: 45 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>						

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

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%

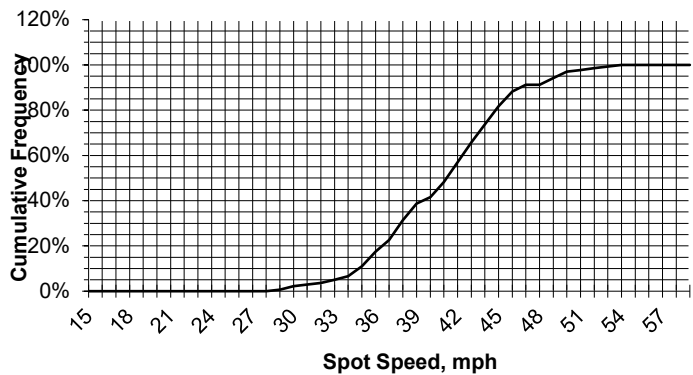
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 11:05-11:20 A
Recorder: EY /AY
Posted Speed: 45 mph
Remarks: _____

DATA ANALYSIS:

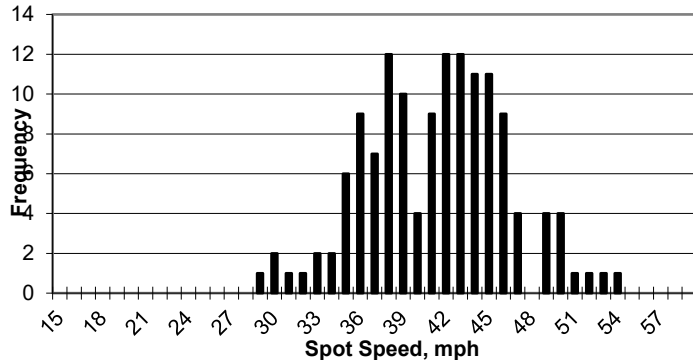
Mean Speed: 41
Standard Deviation: 5
Standard error of the mean: 0.43
50th Percentile: 42
85th Percentile: 46
97th Percentile: 50
10 Mile Pace: 36 to 45
% of Samples in 10-Mile Pace: 70.80%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

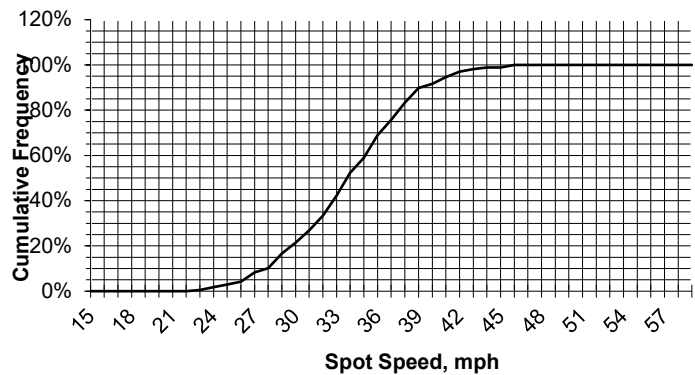
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 11:25-11:45AM
Recorder: EY AY
Posted Speed: 35 mph
Remarks: _____

DATA ANALYSIS:

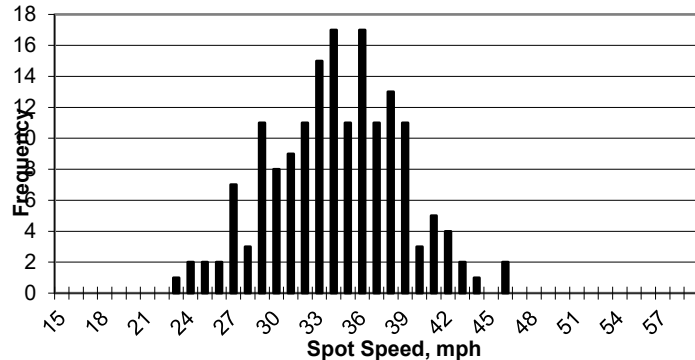
Mean Speed: 34
Standard Deviation: 5
Standard error of the mean: 0.39
50th Percentile: 34
85th Percentile: 39
97th Percentile: 42
10 Mile Pace: 29 to 38
% of Samples in 10-Mile Pace: 73.21%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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 existing speed limit
Percentage of Vehicles in Pace	70.9%					
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					
<u>Comments</u>						

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

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%

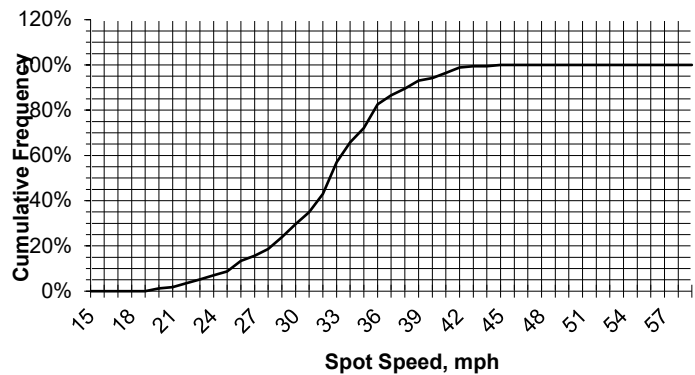
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 11:50AM-12:05PM
Recorder: EY/ AY
Posted Speed: 30 mph
Remarks: _____

DATA ANALYSIS:

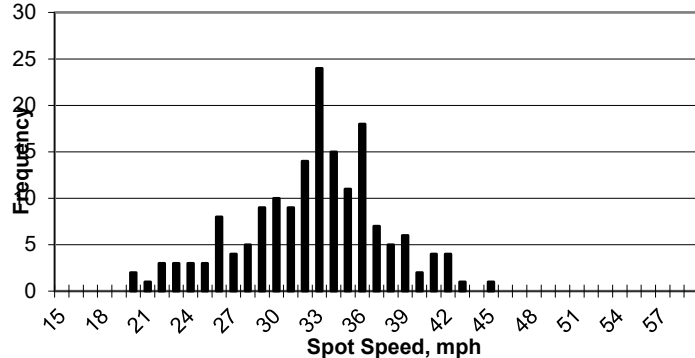
Mean Speed: 33
Standard Deviation: 5
Standard error of the mean: 0.38
50th Percentile: 33
85th Percentile: 37
97th Percentile: 42
10 Mile Pace: 28 to 37
% of Samples in 10-Mile Pace: 70.93%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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 existing speed limit
Percentage of Vehicles in Pace	81.8%					
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					
<u>Comments</u>						

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

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%

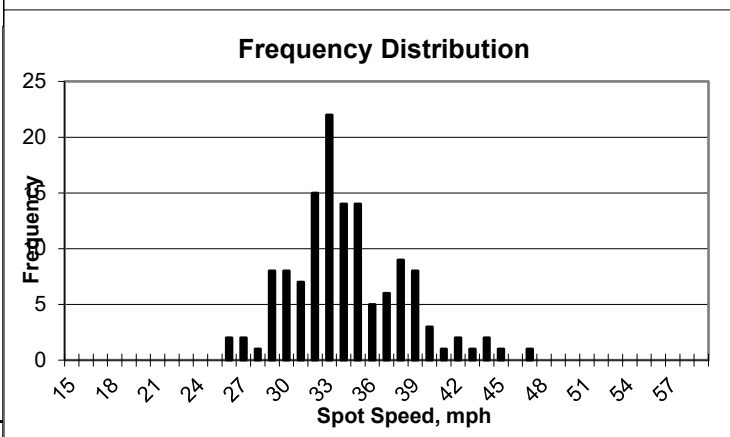
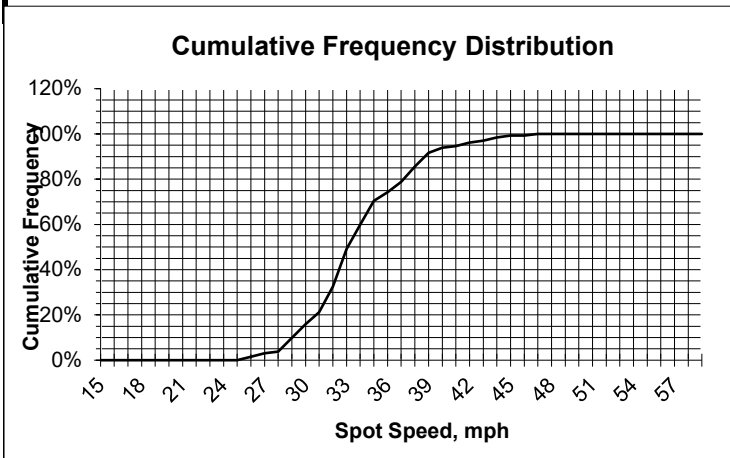
Total: 132 100%

Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 12:10-12:25PM
Recorder: EY /AY
Posted Speed: 30 mph
Remarks: _____

DATA ANALYSIS:

Mean Speed:	<u>34</u>
Standard Deviation:	<u>4</u>
Standard error of the mean:	<u>0.35</u>
50th Percentile:	<u>34</u>
85th Percentile:	<u>38</u>
97th Percentile:	<u>44</u>
10 Mile Pace:	<u>29</u> to <u>38</u>
% of Samples in 10-Mile Pace:	<u>81.82%</u>

Comments: _____



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					
<u>Comments</u>	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

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%

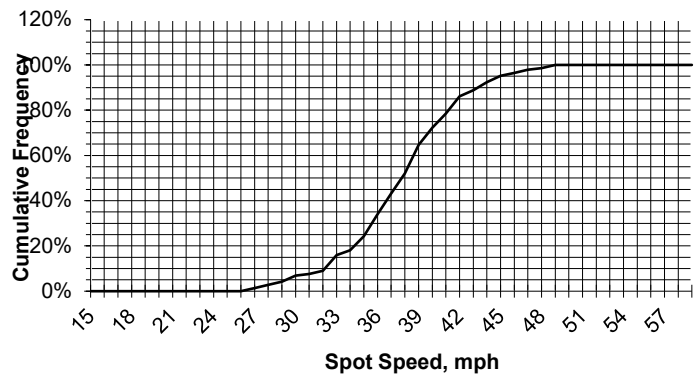
Date: 4/15/2022 **Day:** Friday
Weather: Clear
Hours: 1:20-1:35PM
Recorder: EY /AY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

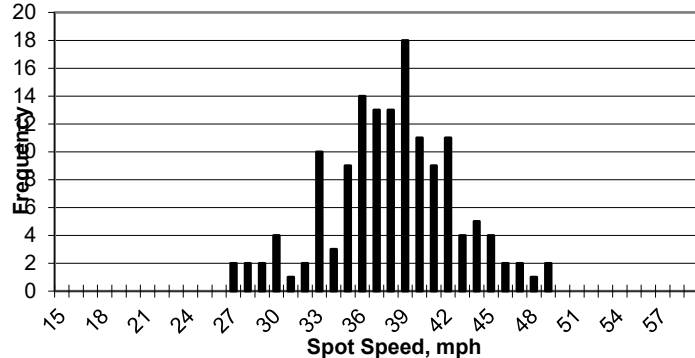
Mean Speed: 38
Standard Deviation: 4
Standard error of the mean: 0.33
50th Percentile: 38
85th Percentile: 42
97th Percentile: 47
10 Mile Pace: 33 to 42
% of Samples in 10-Mile Pace: 77.08%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

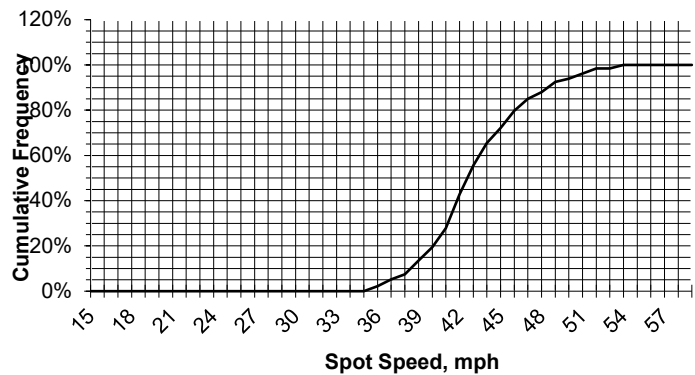
Date: 4/15/2022 Day: Friday
 Weather: Clear
 Hours: 1:40-2:00PM
 Recorder: EY /AY
 Posted Speed: 45 mph
 Remarks: _____

DATA ANALYSIS:

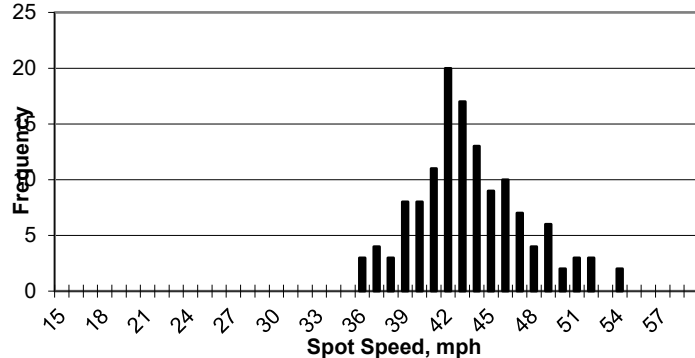
Mean Speed: 44
 Standard Deviation: 4
 Standard error of the mean: 0.35
 50th Percentile: 43
 85th Percentile: 48
 97th Percentile: 52
 10 Mile Pace: 39 to 48
 % of Samples in 10-Mile Pace: 80.45%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

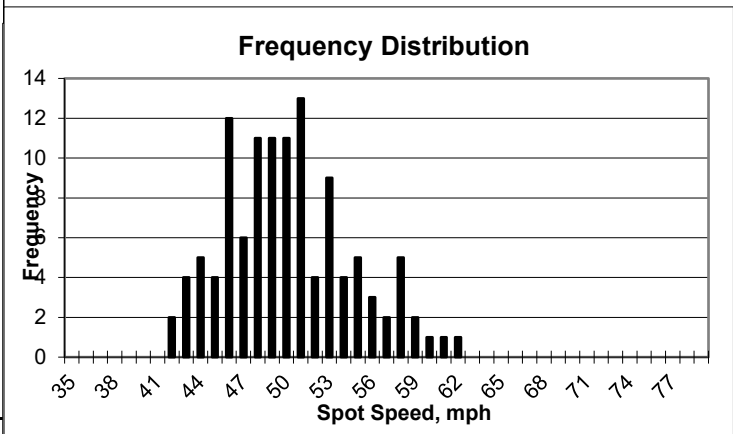
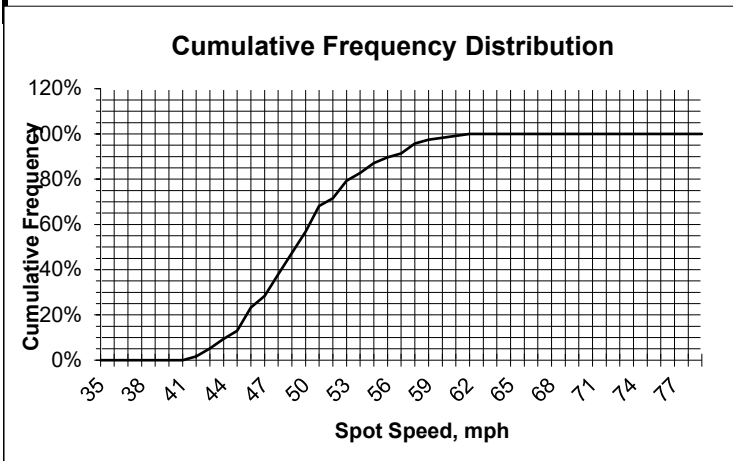
Street: Oxnard Blvd
 Location: bt. Rose Ave + Channel Islands Overpass
 Between: Rose Ave / Channel Islands Overpass Ref. # 100

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%

Date: 4/15/2022 Day: Friday
 Weather: Clear
 Hours: 2:05 -2:20P
 Recorder: EY AY
 Posted Speed: 55 mph
 Remarks: _____

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: _____



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
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					
<u>Comments</u>						

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

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%

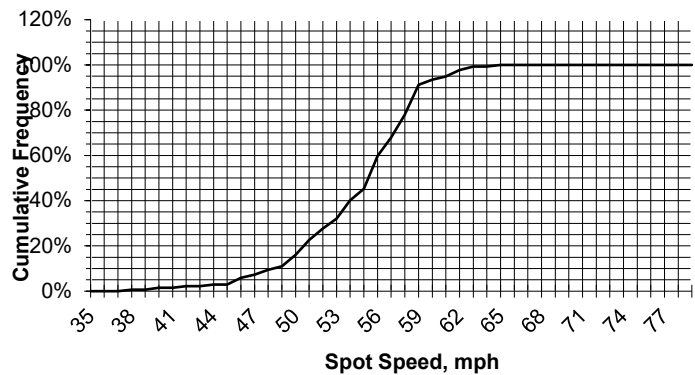
Date: 8/16/2022 Day: Tuesday
 Weather: Clear
 Hours: 9:40 -10:20A
 Recorder: AY
 Posted Speed: 60 mph
 Remarks:

DATA ANALYSIS:

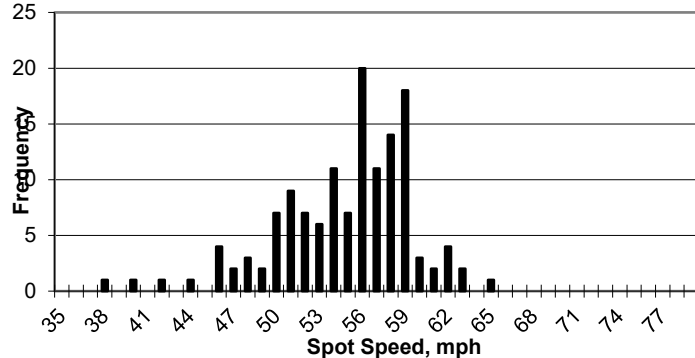
Mean Speed: 55
 Standard Deviation: 5
 Standard error of the mean: 0.43
 50th Percentile: 56
 85th Percentile: 59
 97th Percentile: 62
 10 Mile Pace: 50 to 59
 % of Samples in 10-Mile Pace: 80.29%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

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

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%

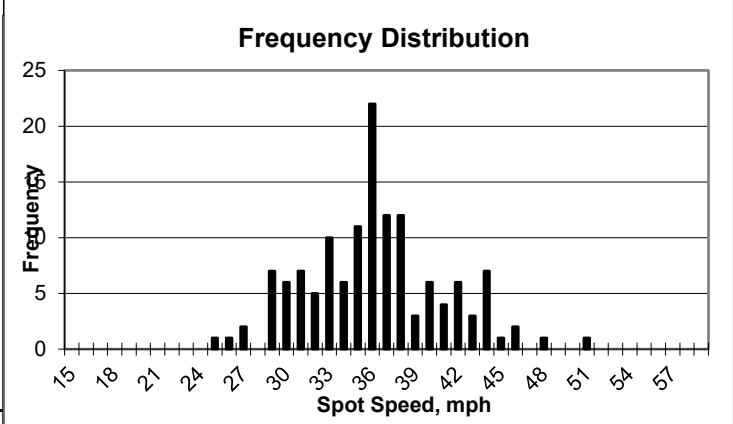
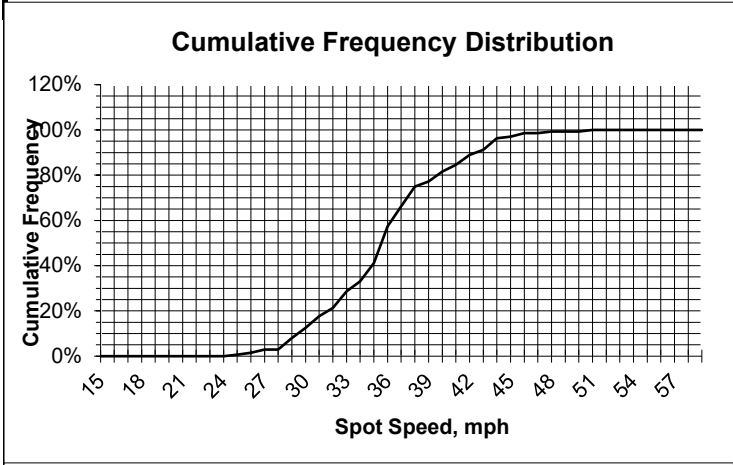
Total: 136 100%

Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 1:50-2:25PM
Recorder: EY
Posted Speed: 35 mph
Remarks: _____

DATA ANALYSIS:

Mean Speed:	<u>36</u>
Standard Deviation:	<u>5</u>
Standard error of the mean:	<u>0.43</u>
50th Percentile:	<u>36</u>
85th Percentile:	<u>42</u>
97th Percentile:	<u>45</u>
10 Mile Pace:	<u>29</u> to <u>38</u>
% of Samples in 10-Mile Pace:	<u>72.06%</u>

Comments: _____



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					
<u>Comments</u>						

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

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%

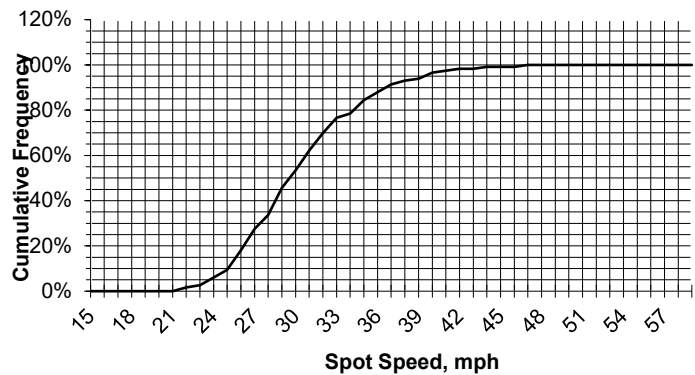
Date: 4/19/2022 Day: Tuesday
 Weather: Clear
 Hours: 1:10-1:45PM
 Recorder: EY
 Posted Speed: 35 mph
 Remarks:

DATA ANALYSIS:

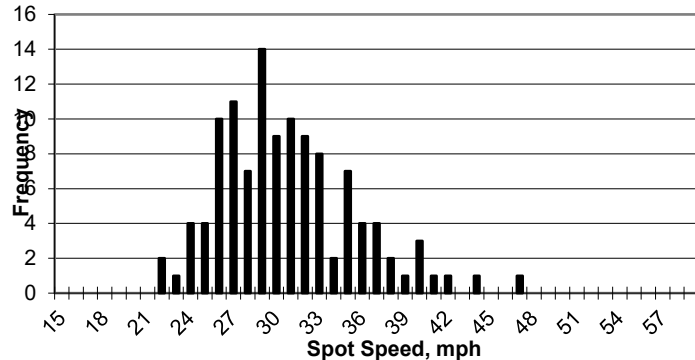
Mean Speed: 31
 Standard Deviation: 5
 Standard error of the mean: 0.46
 50th Percentile: 30
 85th Percentile: 36
 97th Percentile: 41
 10 Mile Pace: 26 to 35
 % of Samples in 10-Mile Pace: 75.00%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

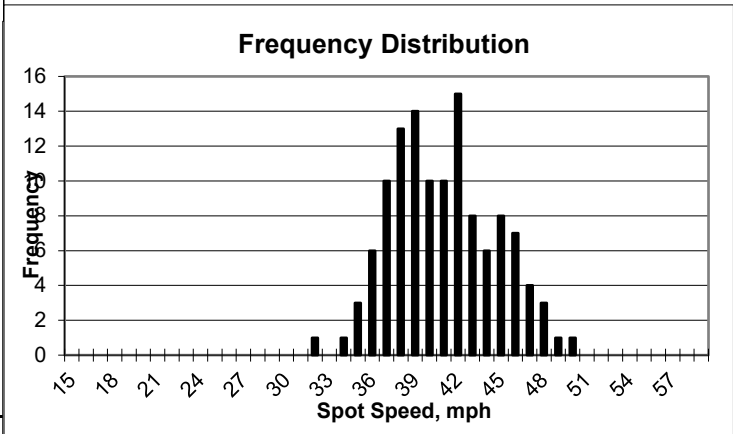
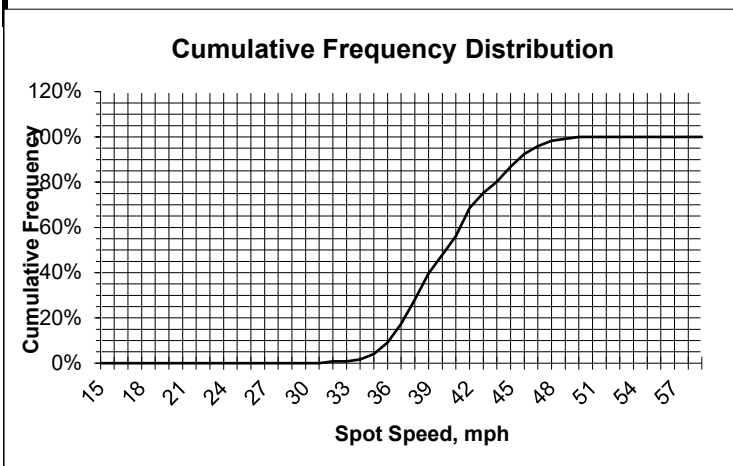
Street: Patterson Rd
Location: at Nebula St
Between: Doris Ave / Gonzales Rd Ref. # 104

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%

Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 2:35-3:05PM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>	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

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%

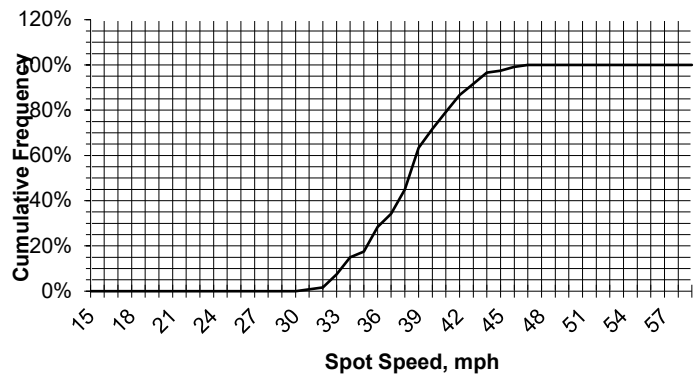
Date: 3/17/2022 Day: Thursday
 Weather: Clear
 Hours: 3:10-3:40PM
 Recorder: EY
 Posted Speed: 40 mph
 Remarks:

DATA ANALYSIS:

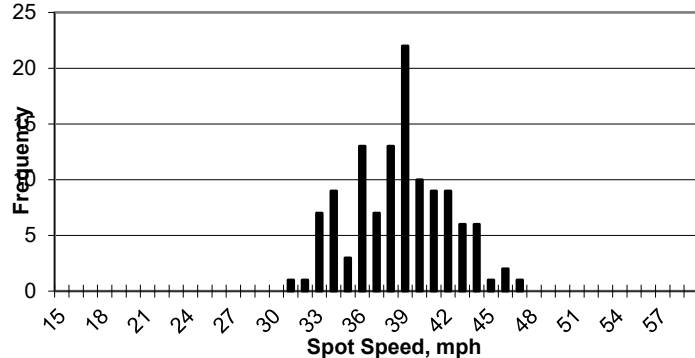
Mean Speed: 39
 Standard Deviation: 3
 Standard error of the mean: 0.27
 50th Percentile: 39
 85th Percentile: 42
 97th Percentile: 45
 10 Mile Pace: 33 to 42
 % of Samples in 10-Mile Pace: 85.00%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

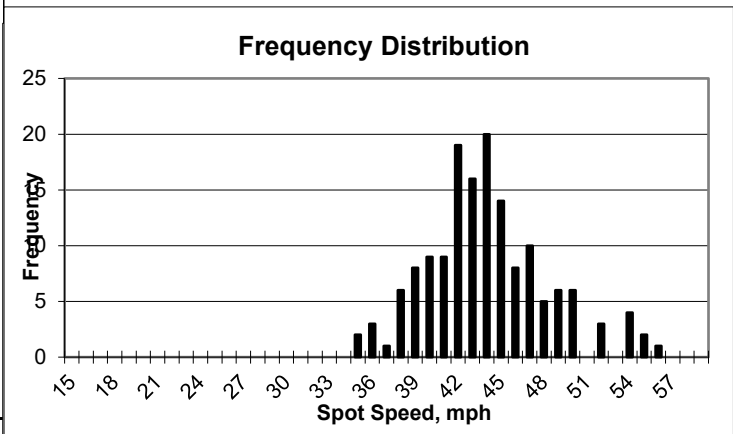
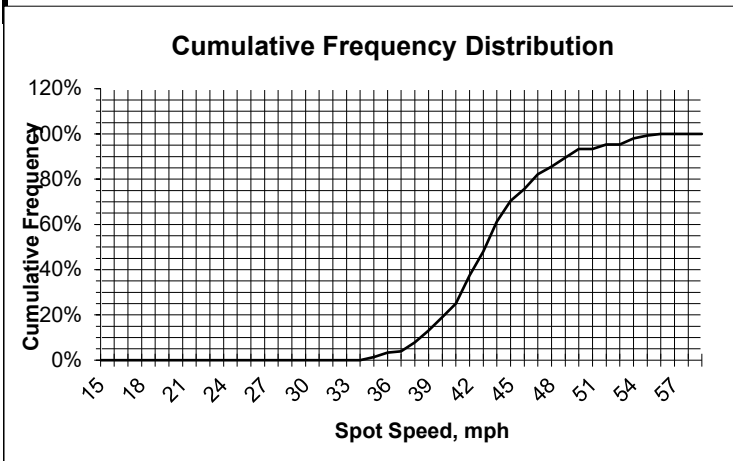
Street: Patterson Rd
Location: at Helm Dr
Between: Hemlock St / Wooley Rd Ref. # 106

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%

Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:25 -10:55A
Recorder: EY
Posted Speed: 45 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>	Roundabout at Dunkirk Dr					

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

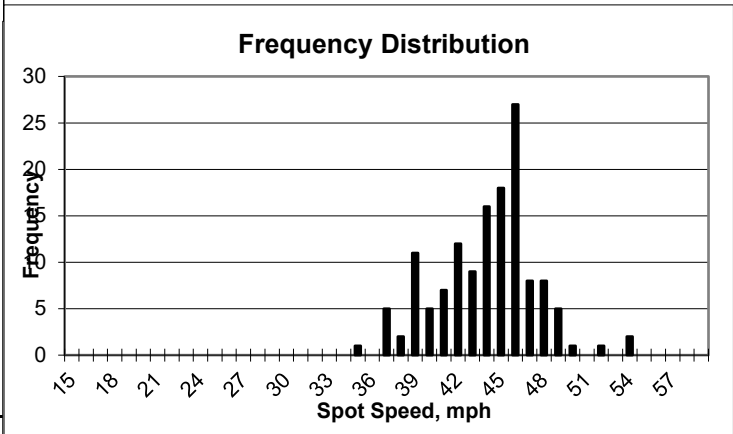
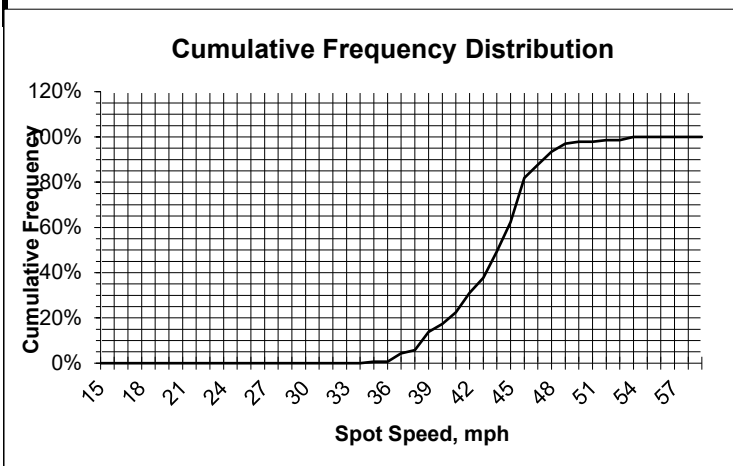
Street: Patterson Rd
Location: at Oarfish Ln
Between: Wooley Rd / Fifth St Ref. # 107

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%

Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 3:45-4:15PM
Recorder: EY
Posted Speed: 45 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>						

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

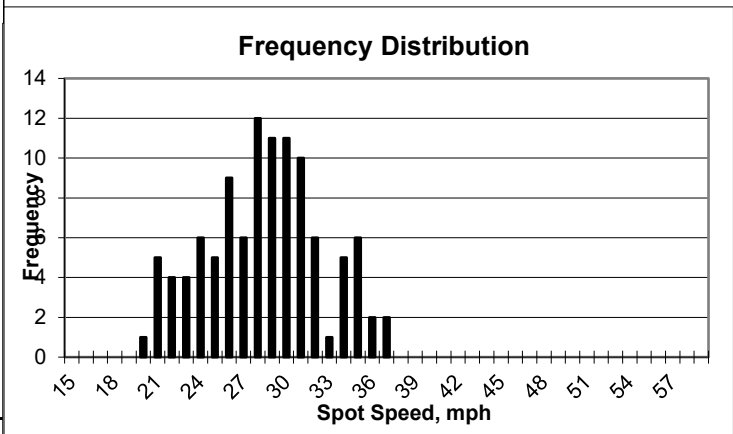
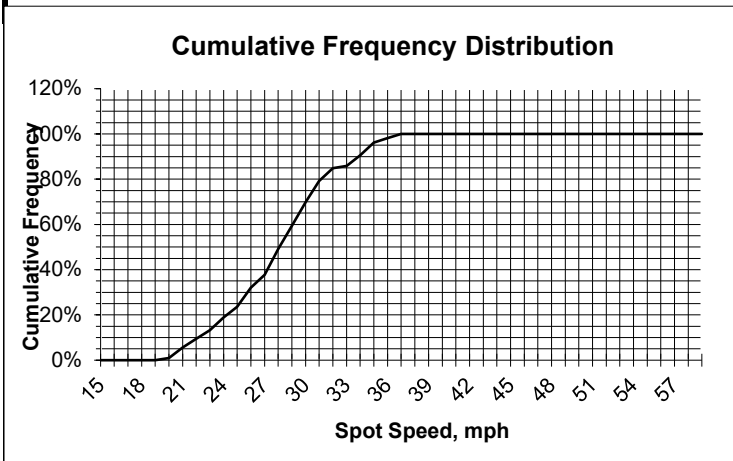
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	1	0.94%	0.94%
21	5	4.72%	5.66%
22	4	3.77%	9.43%
23	4	3.77%	13.21%
24	6	5.66%	18.87%
25	5	4.72%	23.58%
26	9	8.49%	32.08%
27	6	5.66%	37.74%
28	12	11.32%	49.06%
29	11	10.38%	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%

Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 12:15-12:50P
Recorder: EY
Posted Speed: 25 mph
Remarks: _____

DATA ANALYSIS:

Mean Speed:	<u>28</u>
Standard Deviation:	<u>4</u>
Standard error of the mean:	<u>0.39</u>
50th Percentile:	<u>29</u>
85th Percentile:	<u>33</u>
97th Percentile:	<u>36</u>
10 Mile Pace:	<u>23</u> to <u>32</u>
% of Samples in 10-Mile Pace:	<u>75.47%</u>
Comments:	_____ _____



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
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 speed limit
Percentage of Vehicles in Pace	87.7%					
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					
<u>Comments</u>	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

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%

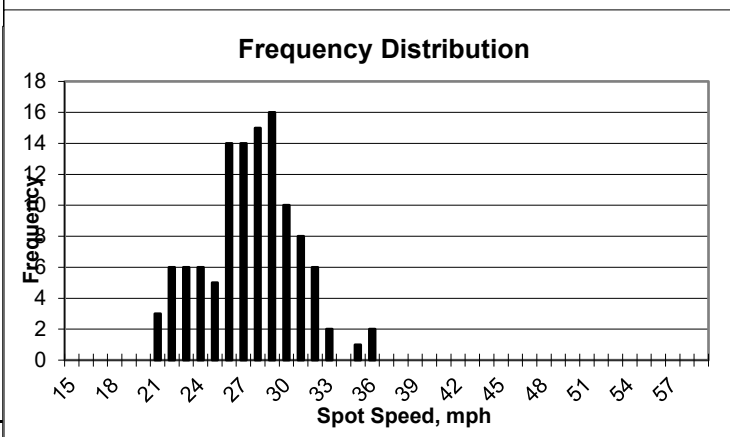
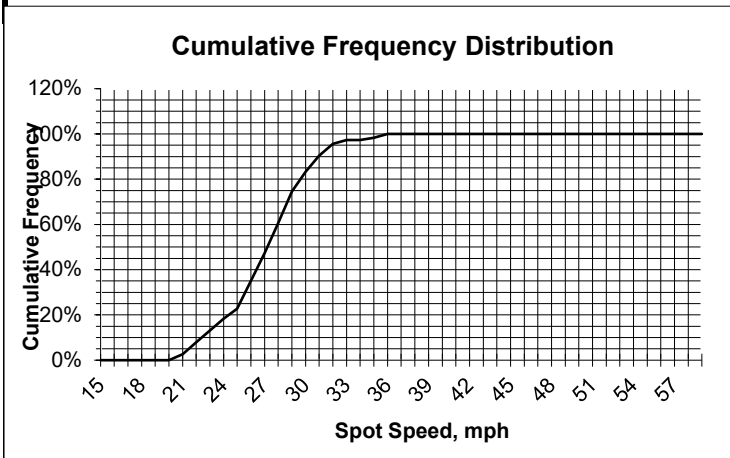
Total: 114 100%

Date: 5/18/2022 **Day:** Wednesday
Weather: Clear
Hours: 11:50AM-12:25PM
Recorder: AY
Posted Speed: 25 mph
Remarks: _____

DATA ANALYSIS:

Mean Speed:	<u>28</u>
Standard Deviation:	<u>3</u>
Standard error of the mean:	<u>0.28</u>
50th Percentile:	<u>28</u>
85th Percentile:	<u>31</u>
97th Percentile:	<u>33</u>
10 Mile Pace:	<u>22</u> to <u>31</u>
% of Samples in 10-Mile Pace:	<u>87.72%</u>

Comments: _____



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
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					
<u>Comments</u>						

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

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%

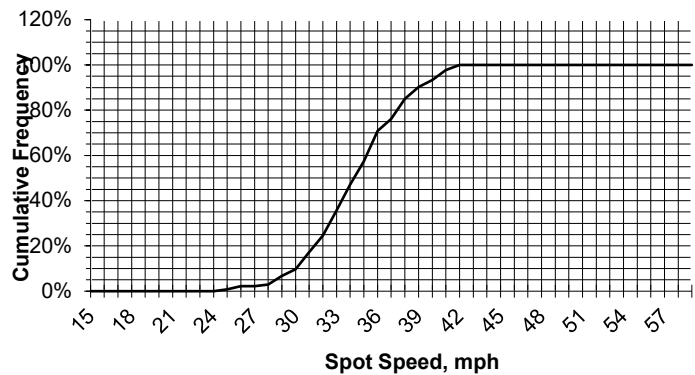
Date: 3/22/2022 Day: Tuesday
 Weather: Clear
 Hours: 3:05-3:35PM
 Recorder: EY
 Posted Speed: 35 mph
 Remarks:

DATA ANALYSIS:

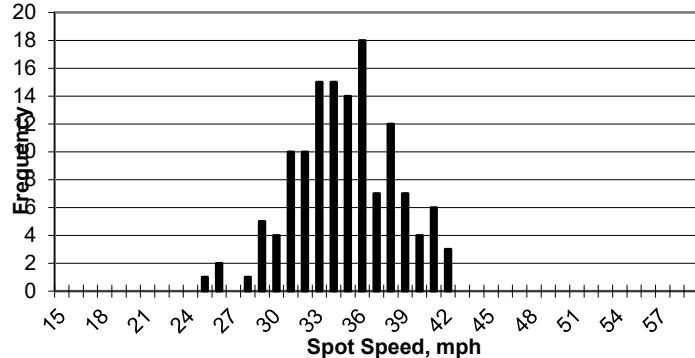
Mean Speed: 35
 Standard Deviation: 4
 Standard error of the mean: 0.35
 50th Percentile: 35
 85th Percentile: 38
 97th Percentile: 41
 10 Mile Pace: 30 to 39
 % of Samples in 10-Mile Pace: 83.58%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

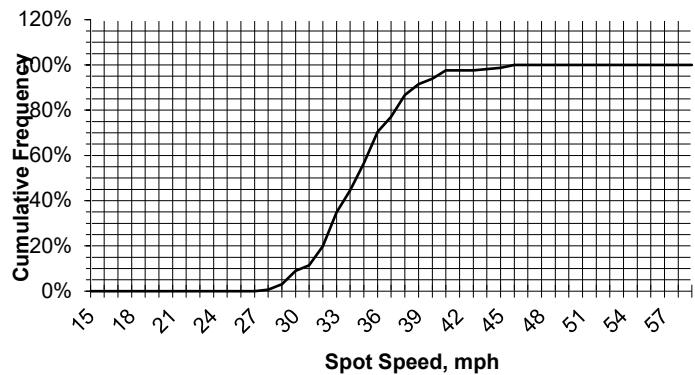
Date: 3/22/2022 Day: Tuesday
 Weather: Clear
 Hours: 1:46-2:20PM
 Recorder: EY
 Posted Speed: 35 mph
 Remarks:

DATA ANALYSIS:

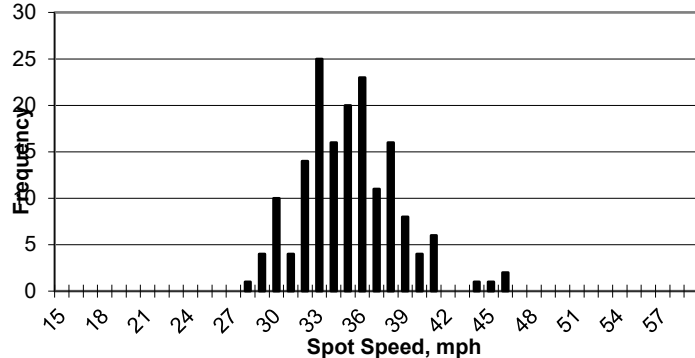
Mean Speed: 35
 Standard Deviation: 3
 Standard error of the mean: 0.23
 50th Percentile: 35
 85th Percentile: 38
 97th Percentile: 41
 10 Mile Pace: 30 to 39
 % of Samples in 10-Mile Pace: 88.55%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

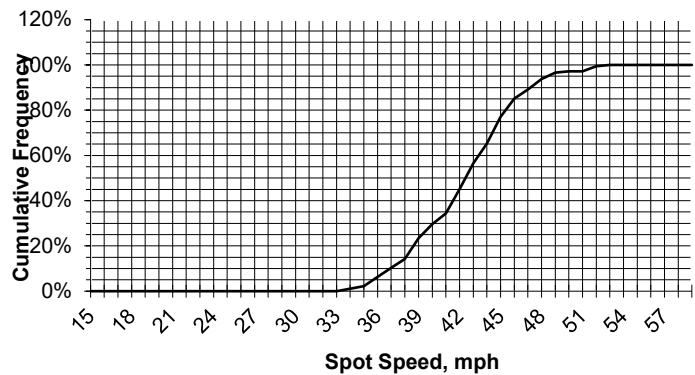
Date: 3/22/2022 Day: Tuesday
 Weather: Clear
 Hours: 3:40-4:10P
 Recorder: EY
 Posted Speed: 45 mph
 Remarks:

DATA ANALYSIS:

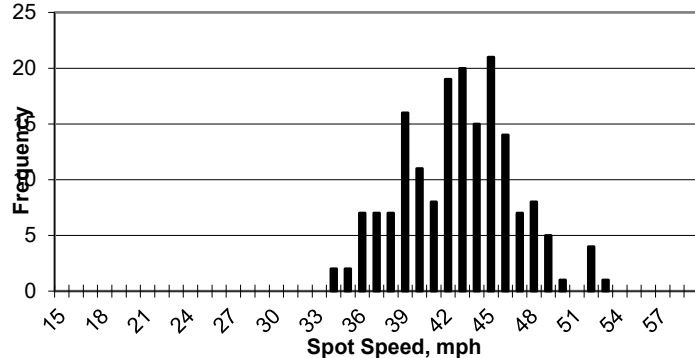
Mean Speed: 43
 Standard Deviation: 4
 Standard error of the mean: 0.3
 50th Percentile: 43
 85th Percentile: 46
 97th Percentile: 50
 10 Mile Pace: 39 to 48
 % of Samples in 10-Mile Pace: 79.43%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

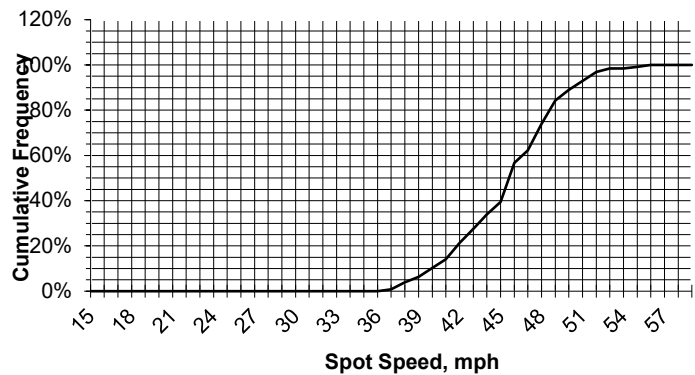
Date: 4/15/2022 Day: Friday
 Weather: Clear
 Hours: 2:50 -3:10P
 Recorder: EY /AY
 Posted Speed: 45 mph
 Remarks: _____

DATA ANALYSIS:

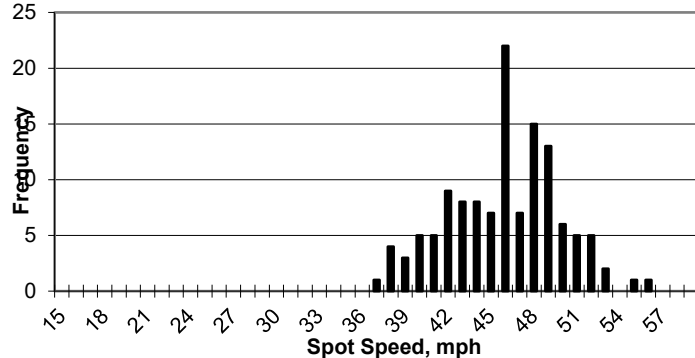
Mean Speed: 46
 Standard Deviation: 4
 Standard error of the mean: 0.35
 50th Percentile: 46
 85th Percentile: 50
 97th Percentile: 53
 10 Mile Pace: 41 to 50
 % of Samples in 10-Mile Pace: 78.74%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

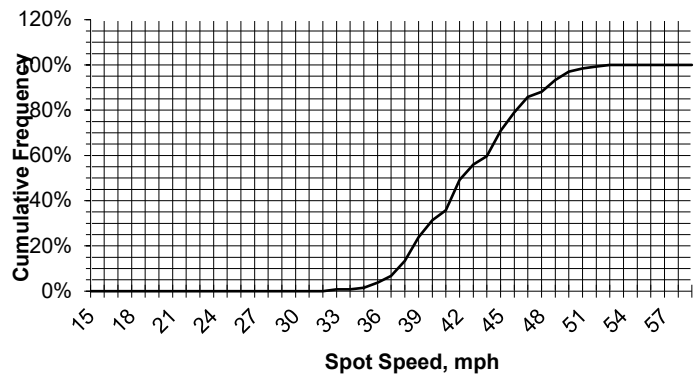
Date: 3/22/2022 Day: Tuesday
 Weather: Clear
 Hours: 2:30-3:00PM
 Recorder: EY
 Posted Speed: 45 mph
 Remarks:

DATA ANALYSIS:

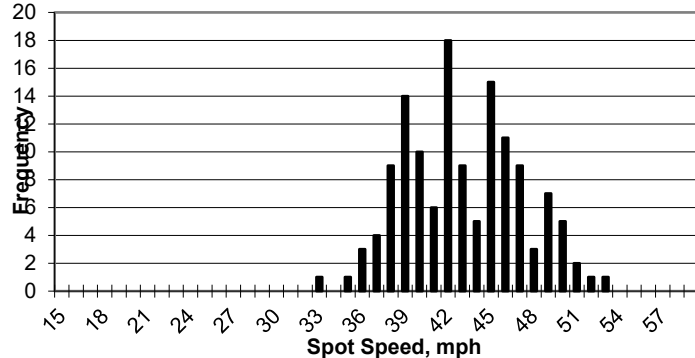
Mean Speed: 43
 Standard Deviation: 4
 Standard error of the mean: 0.35
 50th Percentile: 43
 85th Percentile: 47
 97th Percentile: 50
 10 Mile Pace: 38 to 47
 % of Samples in 10-Mile Pace: 79.10%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

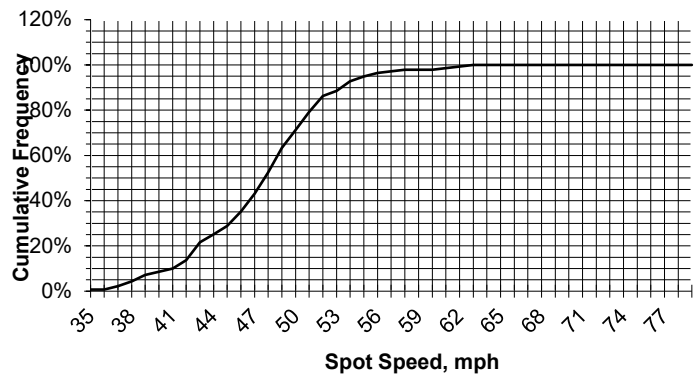
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 11:05-11:25AM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks: _____

DATA ANALYSIS:

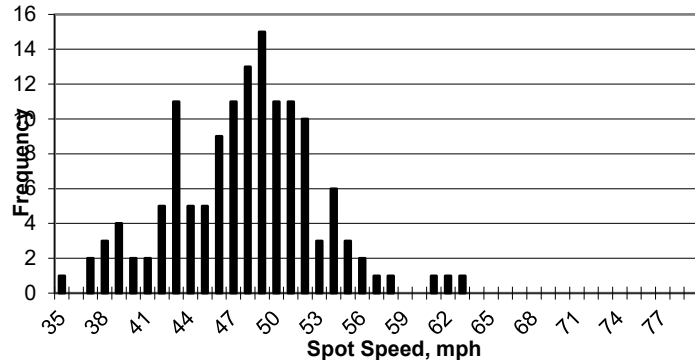
Mean Speed:	<u>48</u>
Standard Deviation:	<u>5</u>
Standard error of the mean:	<u>0.42</u>
50th Percentile:	<u>48</u>
85th Percentile:	<u>52</u>
97th Percentile:	<u>57</u>
10 Mile Pace:	<u>43</u> to <u>52</u>
% of Samples in 10-Mile Pace:	<u>72.66%</u>

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

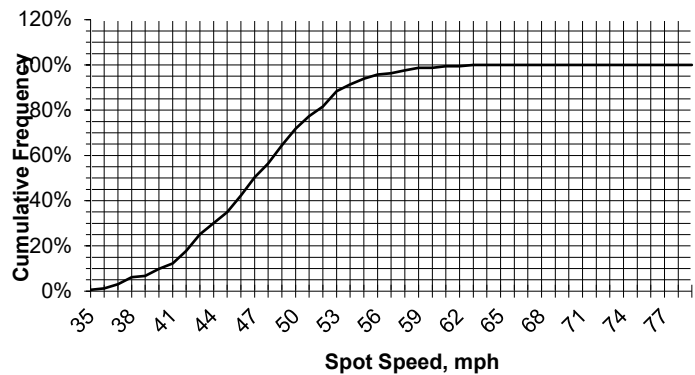
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 10:42-11:00AM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks: _____

DATA ANALYSIS:

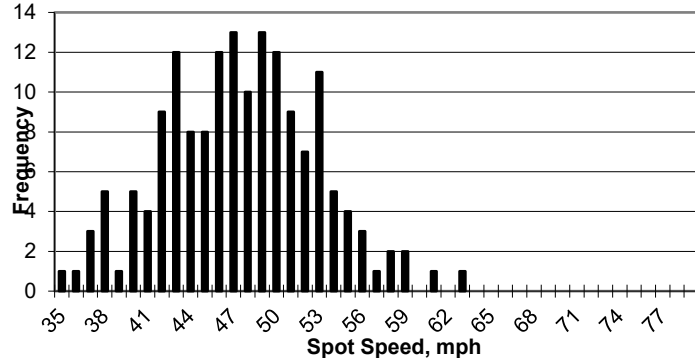
Mean Speed: 47
Standard Deviation: 5
Standard error of the mean: 0.39
50th Percentile: 47
85th Percentile: 53
97th Percentile: 58
10 Mile Pace: 42 to 51
% of Samples in 10-Mile Pace: 65.03%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

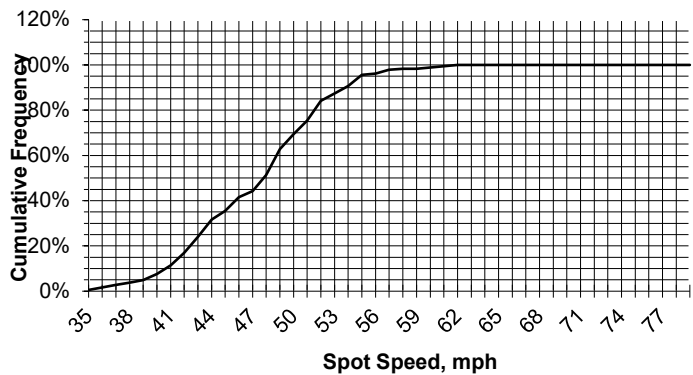
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 10:00-10:24AM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks: _____

DATA ANALYSIS:

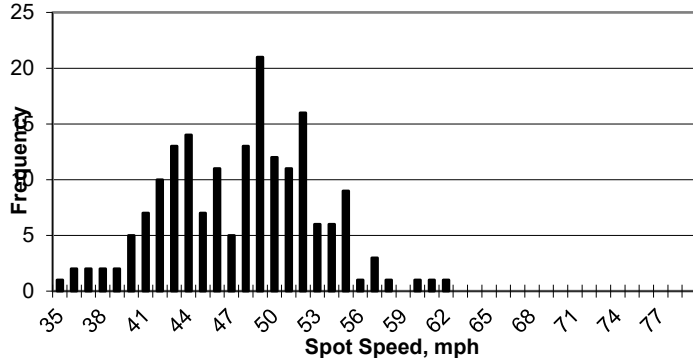
Mean Speed: 48
Standard Deviation: 5
Standard error of the mean: 0.37
50th Percentile: 48
85th Percentile: 53
97th Percentile: 57
10 Mile Pace: 43 to 52
% of Samples in 10-Mile Pace: 67.21%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

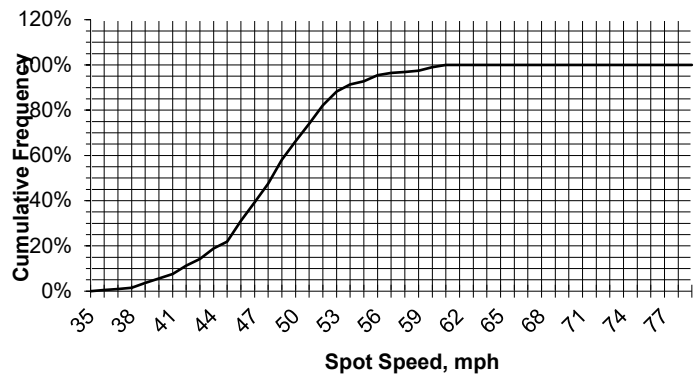
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 9:30-9:55AM
Recorder: EY /AY
Posted Speed: 50 mph
Remarks:

DATA ANALYSIS:

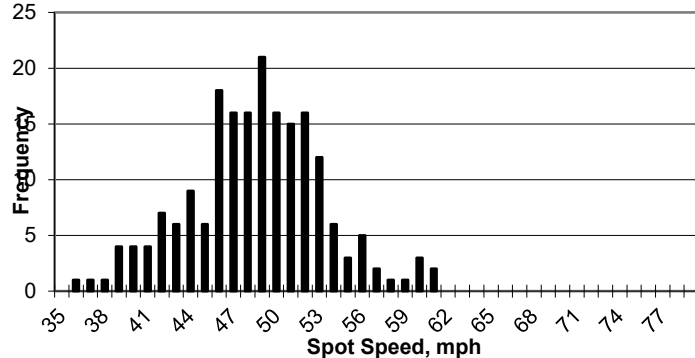
Mean Speed: 49
Standard Deviation: 5
Standard error of the mean: 0.36
50th Percentile: 49
85th Percentile: 53
97th Percentile: 59
10 Mile Pace: 44 to 53
% of Samples in 10-Mile Pace: 73.98%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

Date: 3/30/2022 Day: Wednesday

Weather: Clear

Hours: 9:05-9:24AM

Recorder: EY /AY

Posted Speed: 40 mph

Remarks:

DATA ANALYSIS:

Mean Speed: 40

Standard Deviation: 4

Standard error of the mean: 0.34

50th Percentile: 40

85th Percentile: 44

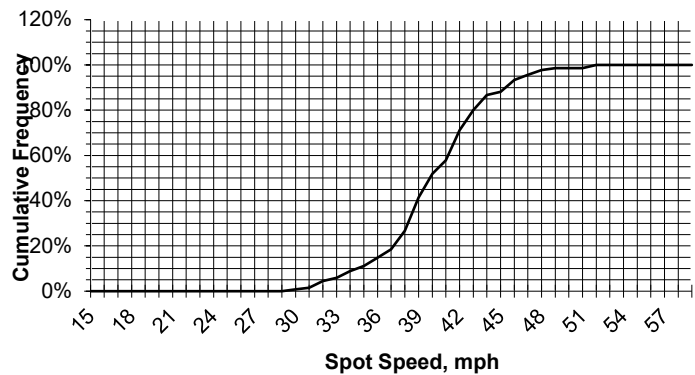
97th Percentile: 48

10 Mile Pace: 37 to 46

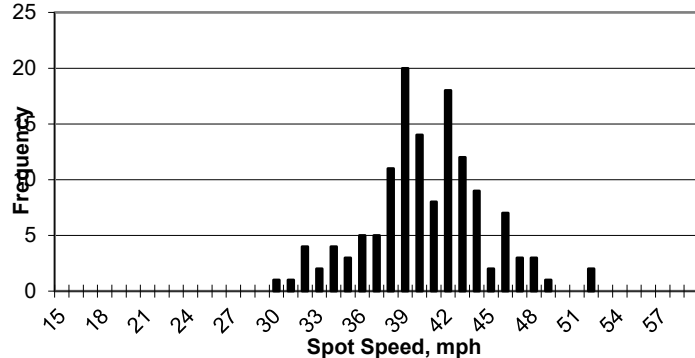
% of Samples in 10-Mile Pace: 78.52%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>	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

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%

Date: 3/30/2022 Day: Wednesday

Weather: Clear

Hours: 12:45-1:05PM

Recorder: EY /AY

Posted Speed: 45 mph

Remarks:

DATA ANALYSIS:

Mean Speed: 42

Standard Deviation: 4

Standard error of the mean: 0.36

50th Percentile: 42

85th Percentile: 46

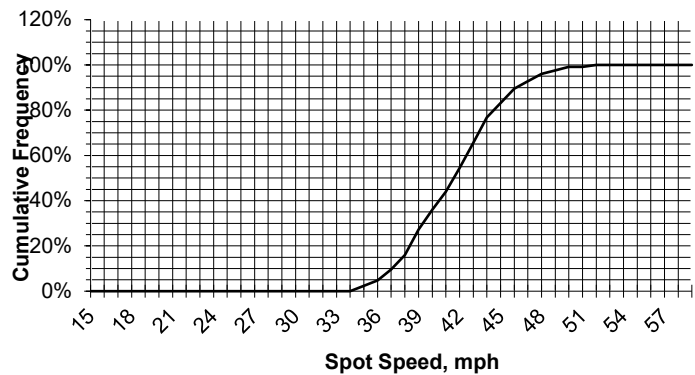
97th Percentile: 49

10 Mile Pace: 37 to 46

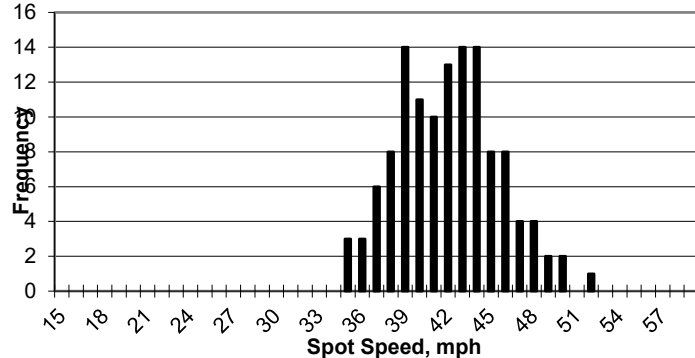
% of Samples in 10-Mile Pace: 84.80%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>	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

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%

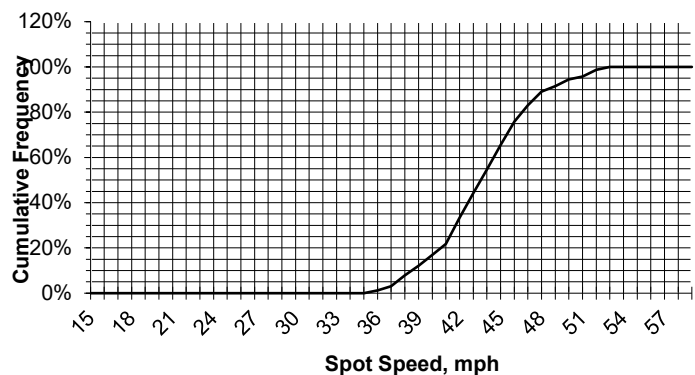
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 12:20-12:40PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks: _____

DATA ANALYSIS:

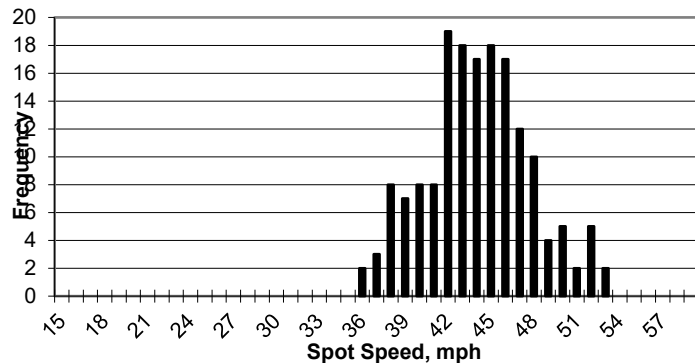
Mean Speed: 44
Standard Deviation: 4
Standard error of the mean: 0.31
50th Percentile: 44
85th Percentile: 48
97th Percentile: 52
10 Mile Pace: 39 to 48
% of Samples in 10-Mile Pace: 81.21%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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	5 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					
<u>Comments</u>						

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

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%

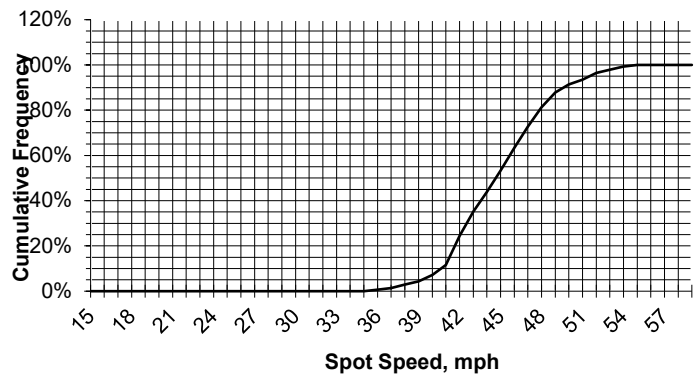
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 11:55AM-12:15PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks: _____

DATA ANALYSIS:

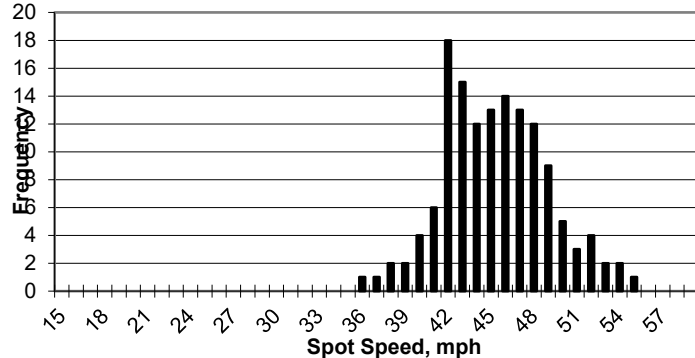
Mean Speed: 45
Standard Deviation: 4
Standard error of the mean: 0.34
50th Percentile: 45
85th Percentile: 49
97th Percentile: 53
10 Mile Pace: 41 to 50
% of Samples in 10-Mile Pace: 84.17%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

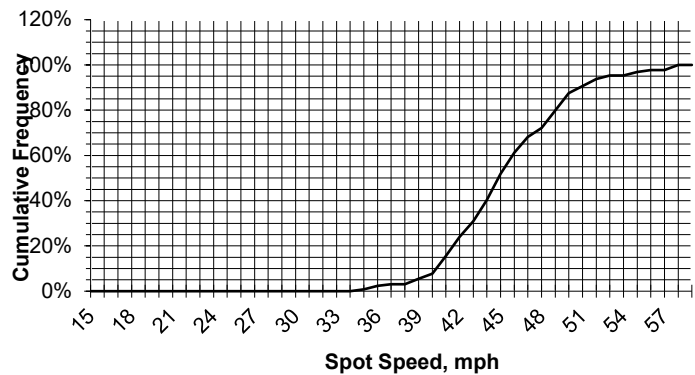
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 11:30-11:50AM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks: _____

DATA ANALYSIS:

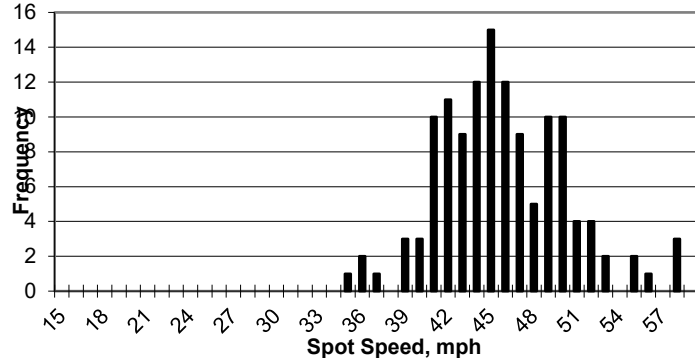
Mean Speed: 46
Standard Deviation: 4
Standard error of the mean: 0.35
50th Percentile: 45
85th Percentile: 50
97th Percentile: 56
10 Mile Pace: 41 to 50
% of Samples in 10-Mile Pace: 79.84%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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 mph
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					
<u>Comments</u>						

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

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%

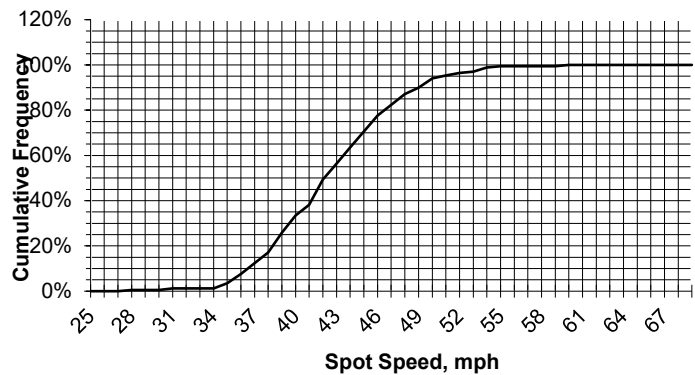
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 1:40-2:00PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks:

DATA ANALYSIS:

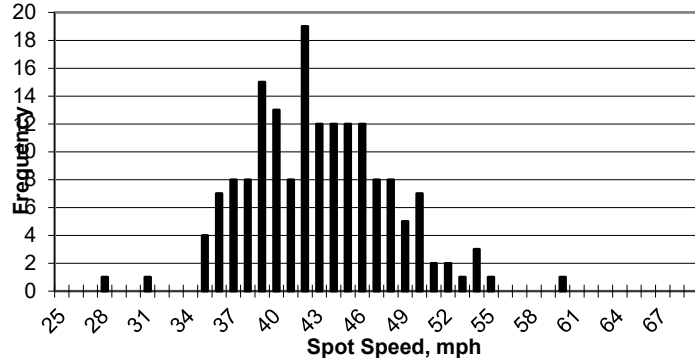
Mean Speed: 43
Standard Deviation: 5
Standard error of the mean: 0.38
50th Percentile: 43
85th Percentile: 48
97th Percentile: 53
10 Mile Pace: 37 to 46
% of Samples in 10-Mile Pace: 70.00%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>	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

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%

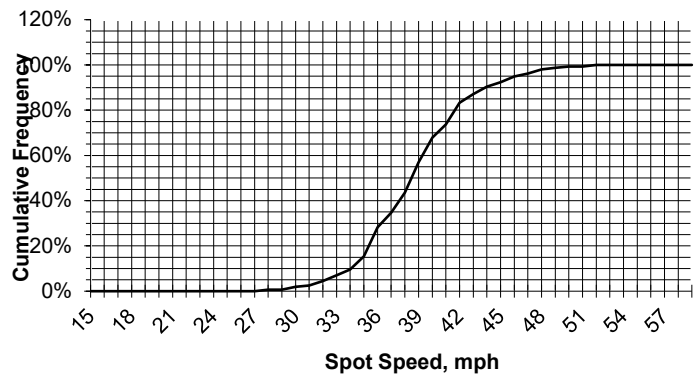
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 2:05-2:25PM
Recorder: EY /AY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

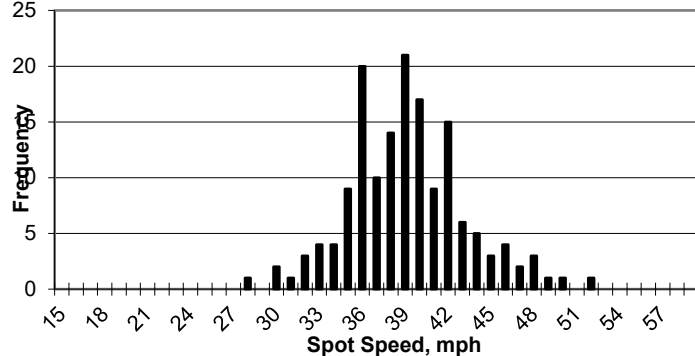
Mean Speed: 39
Standard Deviation: 4
Standard error of the mean: 0.32
50th Percentile: 39
85th Percentile: 43
97th Percentile: 48
10 Mile Pace: 35 to 44
% of Samples in 10-Mile Pace: 80.77%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

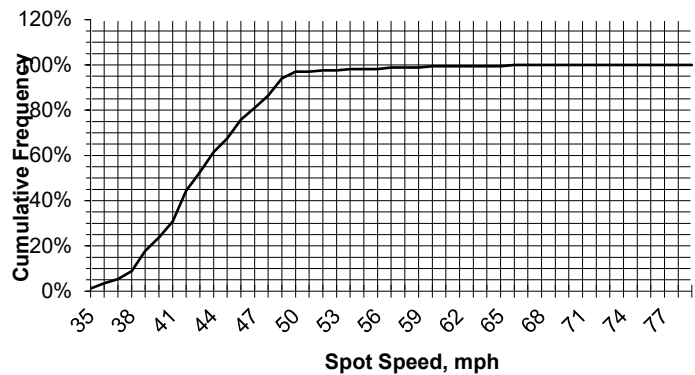
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 2:30-2:45PM
Recorder: EY
Posted Speed: 45 mph
Remarks: _____

DATA ANALYSIS:

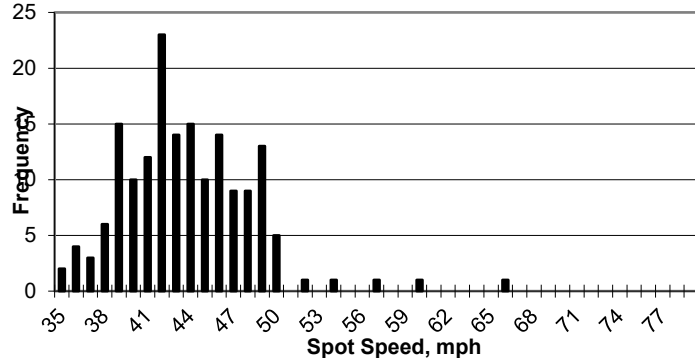
Mean Speed: 44
Standard Deviation: 4
Standard error of the mean: 0.31
50th Percentile: 43
85th Percentile: 48
97th Percentile: 50
10 Mile Pace: 39 to 48
% of Samples in 10-Mile Pace: 77.51%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

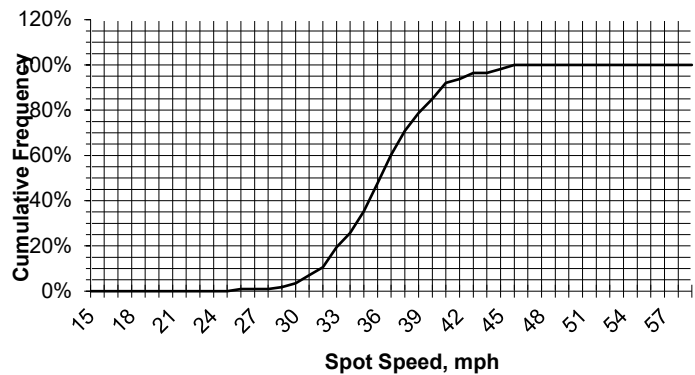
Date: 3/30/2022 **Day:** Wednesday
Weather: Clear
Hours: 2:50-3:10PM
Recorder: EY /AY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

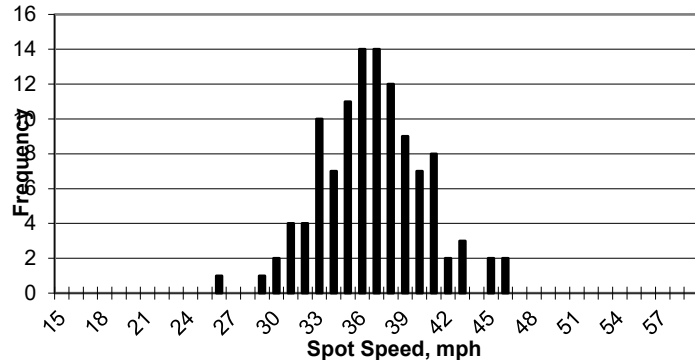
Mean Speed: 37
Standard Deviation: 4
Standard error of the mean: 0.38
50th Percentile: 37
85th Percentile: 41
97th Percentile: 45
10 Mile Pace: 32 to 41
% of Samples in 10-Mile Pace: 84.96%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

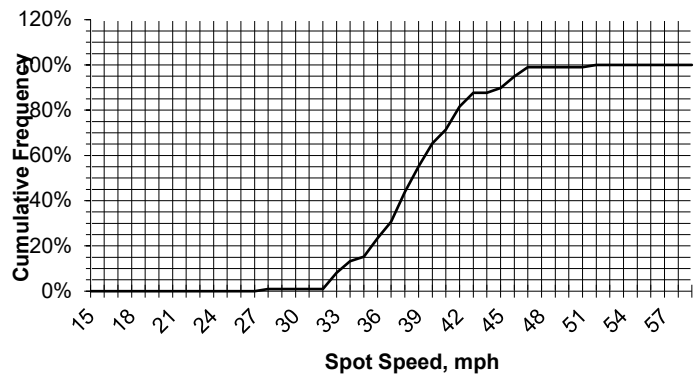
Date: 3/25/2022 **Day:** Friday
Weather: Clear
Hours: 9:15-9:50AM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

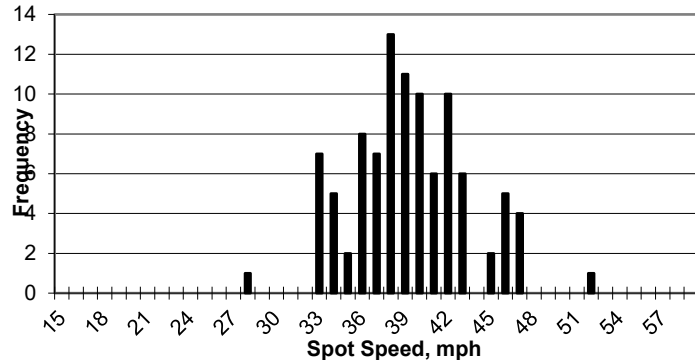
Mean Speed: 39
Standard Deviation: 4
Standard error of the mean: 0.4
50th Percentile: 39
85th Percentile: 43
97th Percentile: 47
10 Mile Pace: 33 to 42
% of Samples in 10-Mile Pace: 80.61%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

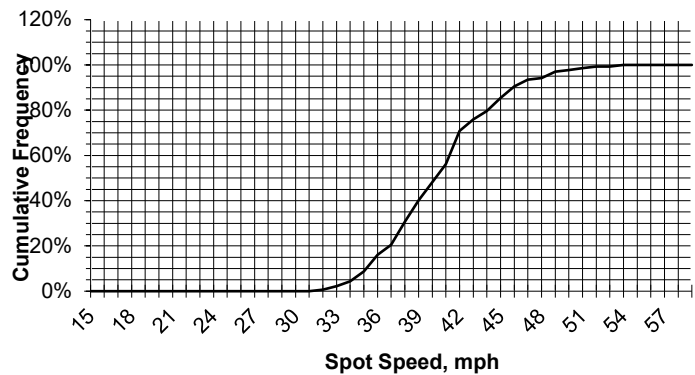
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 2:55-3:25PM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

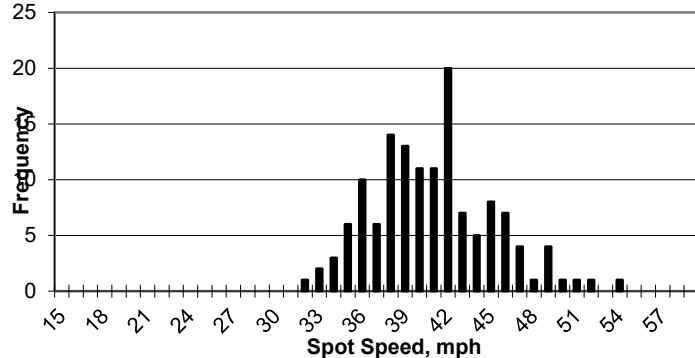
Mean Speed: 41
Standard Deviation: 4
Standard error of the mean: 0.34
50th Percentile: 41
85th Percentile: 45
97th Percentile: 49
10 Mile Pace: 36 to 45
% of Samples in 10-Mile Pace: 76.64%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>	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

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%

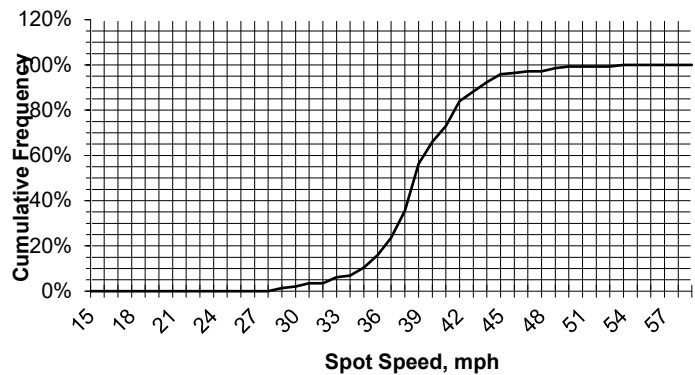
Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 3:30-4:00PM
Recorder: EY
Posted Speed: 40 mph
Remarks:

DATA ANALYSIS:

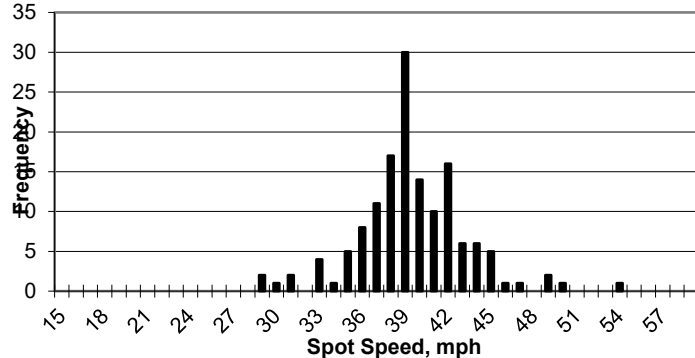
Mean Speed: 39
Standard Deviation: 4
Standard error of the mean: 0.33
50th Percentile: 39
85th Percentile: 43
97th Percentile: 47
10 Mile Pace: 35 to 44
% of Samples in 10-Mile Pace: 85.42%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

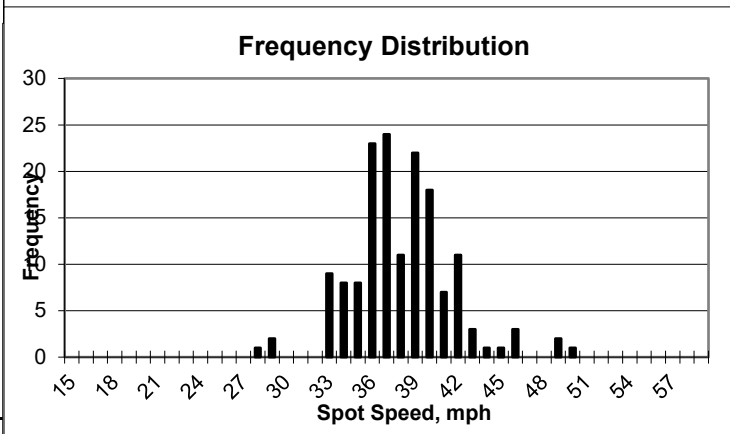
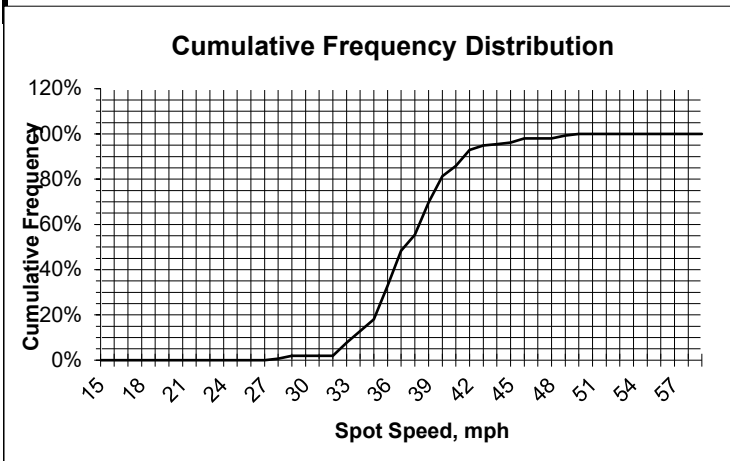
Street: Saviers Rd
 Location: at Yucca St
 Between: Bard Rd / Channel Islands Blvd Ref. # 131

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%

Date: 4/22/2022 Day: Friday
 Weather: Clear
 Hours: 2:45-3:05PM
 Recorder: EY
 Posted Speed: 40 mph
 Remarks: _____

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: _____



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
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					
<u>Comments</u>	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

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%

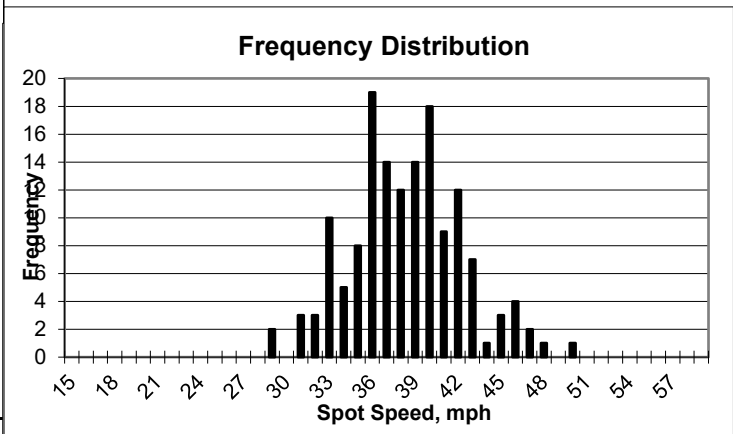
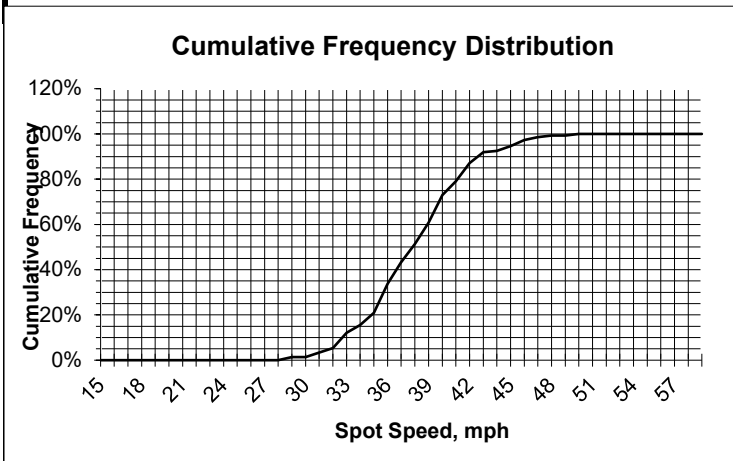
Total: 148 100%

Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 2:25-2:40PM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

Mean Speed:	<u>38</u>
Standard Deviation:	<u>4</u>
Standard error of the mean:	<u>0.33</u>
50th Percentile:	<u>38</u>
85th Percentile:	<u>42</u>
97th Percentile:	<u>46</u>
10 Mile Pace:	<u>33</u> to <u>42</u>
% of Samples in 10-Mile Pace:	<u>81.76%</u>

Comments: _____



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
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					
<u>Comments</u>						

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

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%

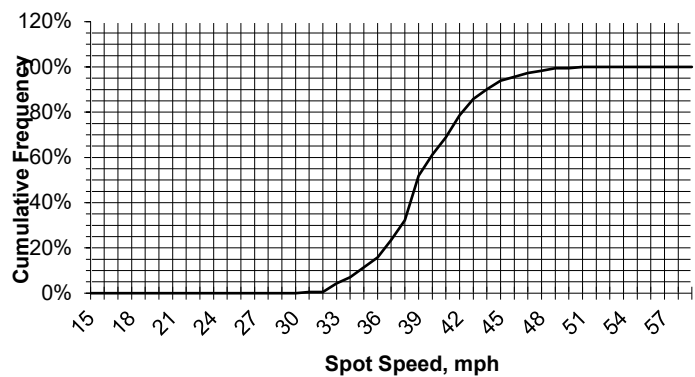
Date: 3/14/2022 Day: Monday
 Weather: Clear
 Hours: 2:30-2:50PM
 Recorder: EY
 Posted Speed: 40 mph
 Remarks:

DATA ANALYSIS:

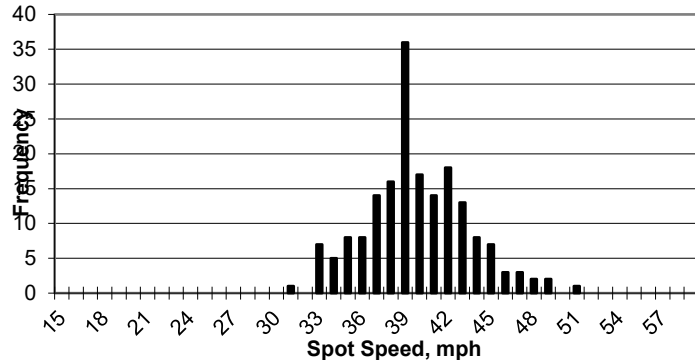
Mean Speed: 40
 Standard Deviation: 4
 Standard error of the mean: 0.3
 50th Percentile: 39
 85th Percentile: 43
 97th Percentile: 47
 10 Mile Pace: 35 to 44
 % of Samples in 10-Mile Pace: 83.06%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

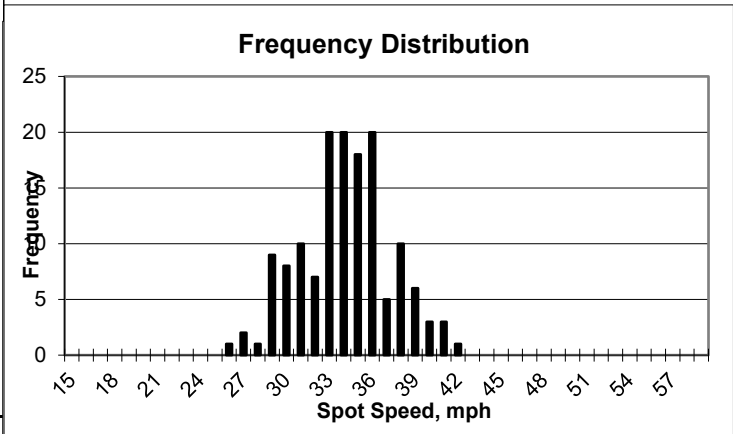
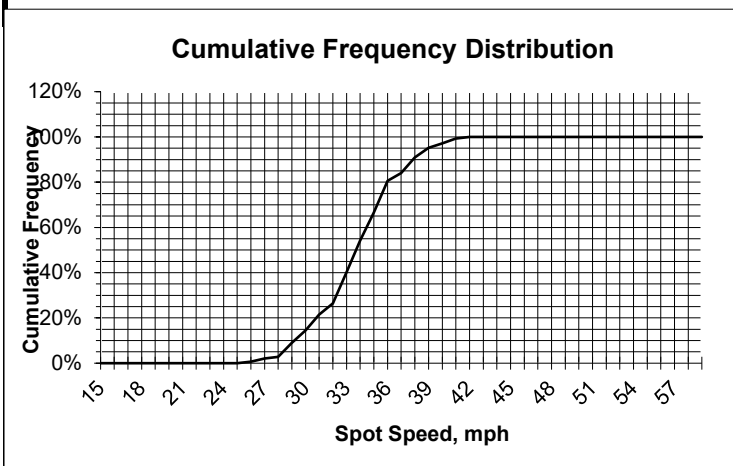
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.69%	0.69%
27	2	1.39%	2.08%
28	1	0.69%	2.78%
29	9	6.25%	9.03%
30	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%

Date: 3/14/2022 **Day:** Monday
Weather: Clear
Hours: 12:20-12:50P
Recorder: EY
Posted Speed: 35 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>						

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

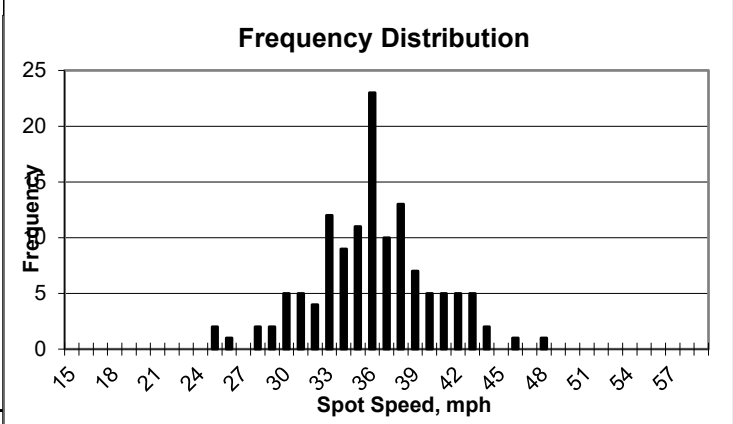
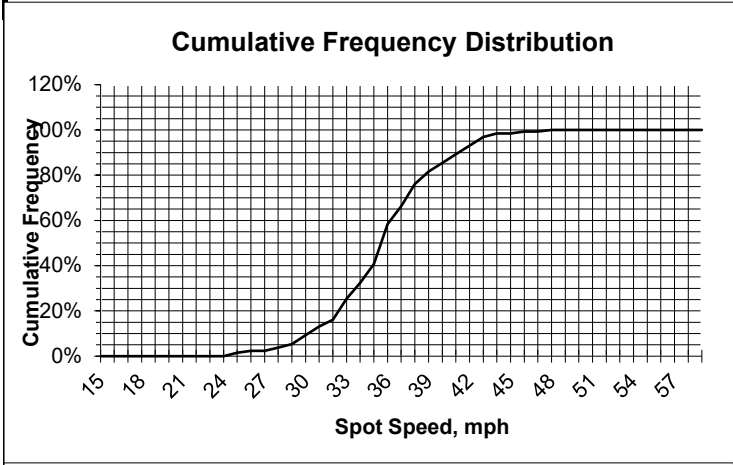
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	2	1.54%	1.54%
26	1	0.77%	2.31%
27	0	0.00%	2.31%
28	2	1.54%	3.85%
29	2	1.54%	5.38%
30	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%

Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 2:00-2:20PM
Recorder: EY/AY
Posted Speed: 40 mph
Remarks: _____

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: _____



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
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 existing speed limit
Percentage of Vehicles in Pace	78.5%					
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					
<u>Comments</u>	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

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%

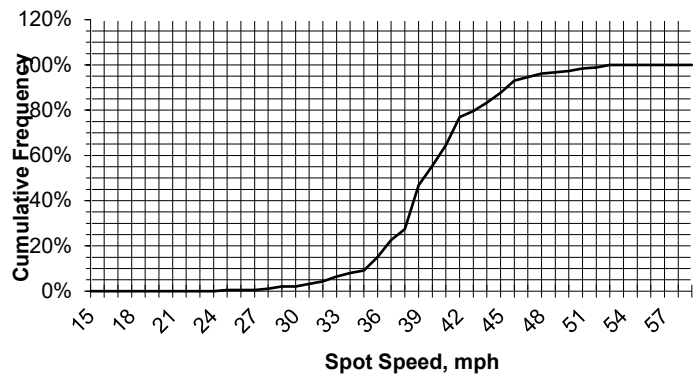
Date: 4/19/2022 Day: Tuesday
 Weather: Clear
 Hours: 10:40-11:10AM
 Recorder: EY
 Posted Speed: 40 mph
 Remarks:

DATA ANALYSIS:

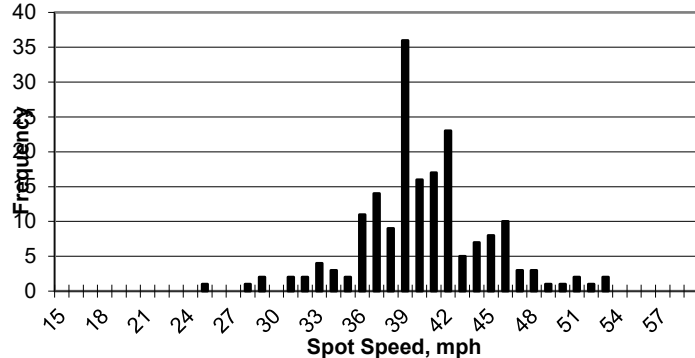
Mean Speed: 40
 Standard Deviation: 4
 Standard error of the mean: 0.29
 50th Percentile: 40
 85th Percentile: 45
 97th Percentile: 50
 10 Mile Pace: 36 to 45
 % of Samples in 10-Mile Pace: 78.49%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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 existing speed limit
Percentage of Vehicles in Pace	75.2%					
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

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%

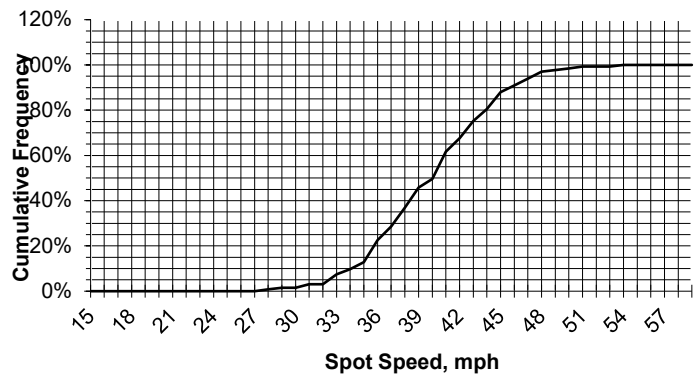
Date: 4/19/2022 **Day:** Tuesday
Weather: Clear
Hours: 11:15-11:45AM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

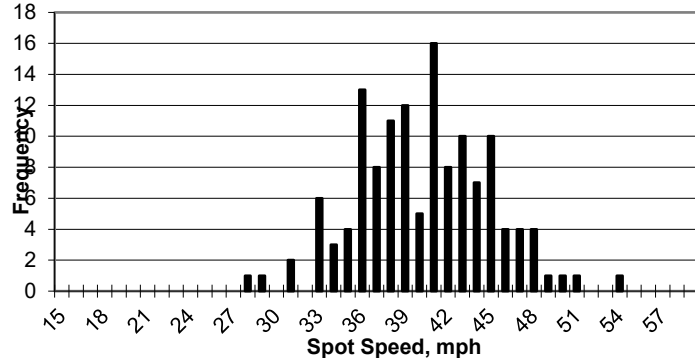
Mean Speed: 40
Standard Deviation: 5
Standard error of the mean: 0.43
50th Percentile: 41
85th Percentile: 45
97th Percentile: 49
10 Mile Pace: 36 to 45
% of Samples in 10-Mile Pace: 75.19%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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,
Percentage of Vehicles in Pace	62.5%					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)	0.24					
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					
<u>Comments</u>						

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

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%

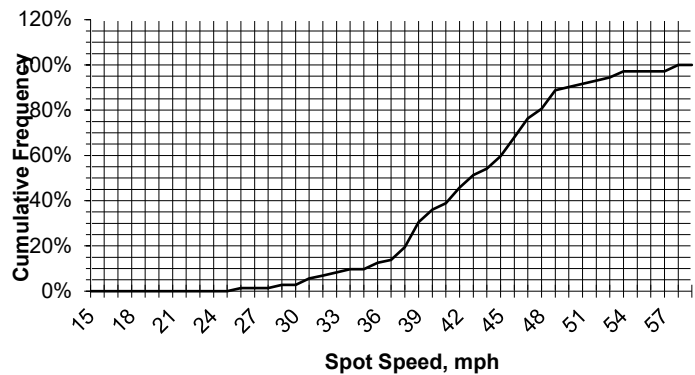
Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:15-11:15AM
Recorder: EY
Posted Speed: 35 mph
Remarks: _____

DATA ANALYSIS:

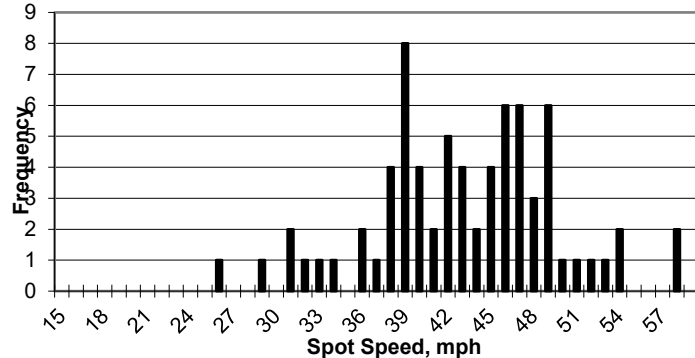
Mean Speed: 43
Standard Deviation: 6
Standard error of the mean: 0.71
50th Percentile: 43
85th Percentile: 49
97th Percentile: 54
10 Mile Pace: 38 to 47
% of Samples in 10-Mile Pace: 62.50%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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,
Percentage of Vehicles in Pace	56.3%					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)	0.73					
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					
<u>Comments</u>						

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

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%

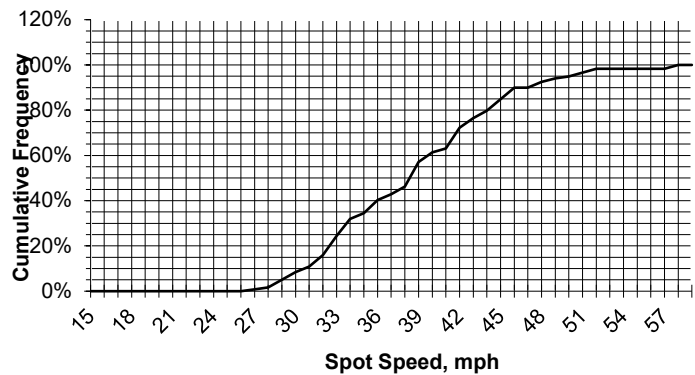
Date: 5/3/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:00-3:35PM
Recorder: AY
Posted Speed: 35 mph
Remarks: _____

DATA ANALYSIS:

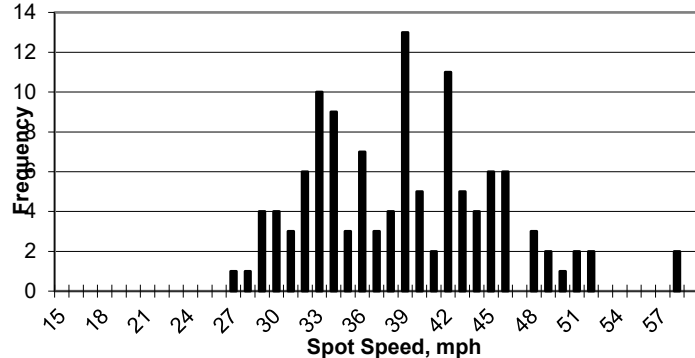
Mean Speed: 39
Standard Deviation: 6
Standard error of the mean: 0.55
50th Percentile: 39
85th Percentile: 46
97th Percentile: 52
10 Mile Pace: 33 to 42
% of Samples in 10-Mile Pace: 56.30%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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	Horizontal (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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Third Street
 Location: Roosevelt Ave
 Between: A St / Juanita Ave

Ref. # 140

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%

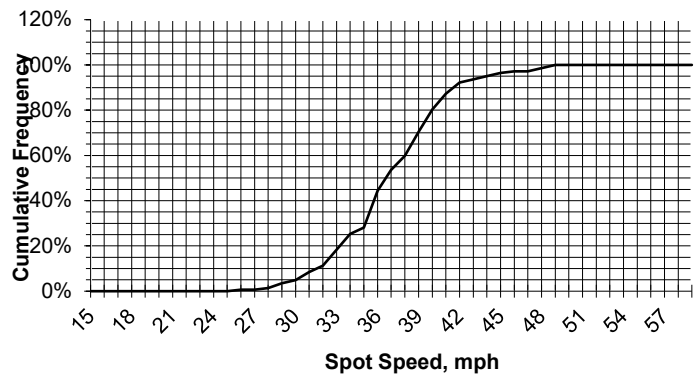
Date: 4/5/2022 Day: Tuesday
 Weather: Clear
 Hours: 9:05-9:35AM
 Recorder: EY
 Posted Speed: 35 mph
 Remarks:

DATA ANALYSIS:

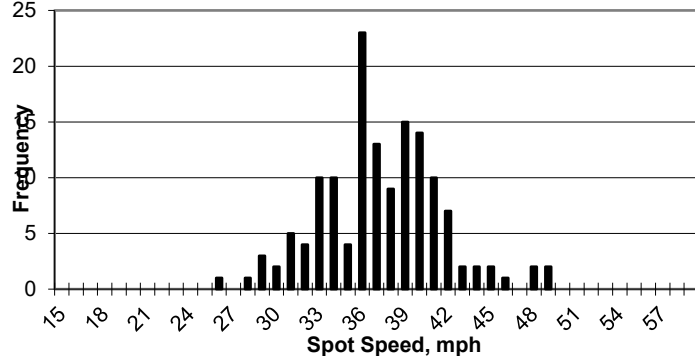
Mean Speed: 37
 Standard Deviation: 4
 Standard error of the mean: 0.34
 50th Percentile: 37
 85th Percentile: 41
 97th Percentile: 46
 10 Mile Pace: 33 to 42
 % of Samples in 10-Mile Pace: 80.99%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Third St
 Location: _____
 Between: Juanita Ave /Rose Ave

Ref. # 141

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%

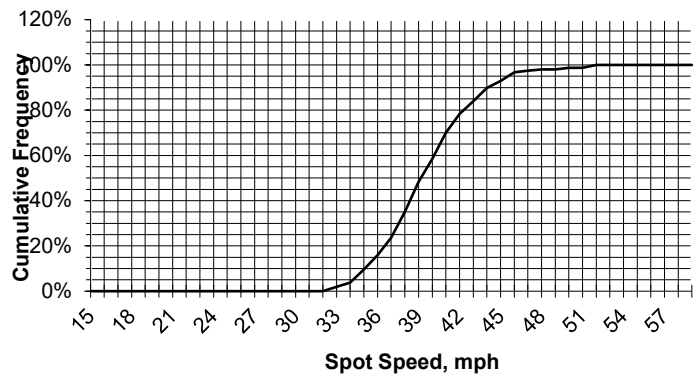
Date: 5/17/2022 Day: Tuesday
 Weather: Clear
 Hours: 3:40-4:10PM
 Recorder: EY
 Posted Speed: 40 mph
 Remarks: _____

DATA ANALYSIS:

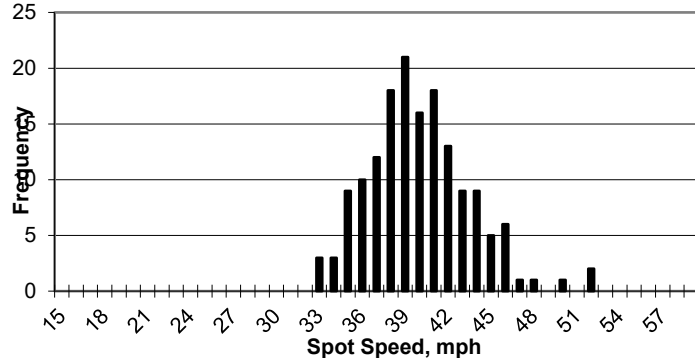
Mean Speed: 40
 Standard Deviation: 4
 Standard error of the mean: 0.32
 50th Percentile: 40
 85th Percentile: 44
 97th Percentile: 47
 10 Mile Pace: 35 to 44
 % of Samples in 10-Mile Pace: 85.99%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Ventura Blvd

Location: _____

Between: Auto Center Dr / Santa Clara Ave

Ref. # 142

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%

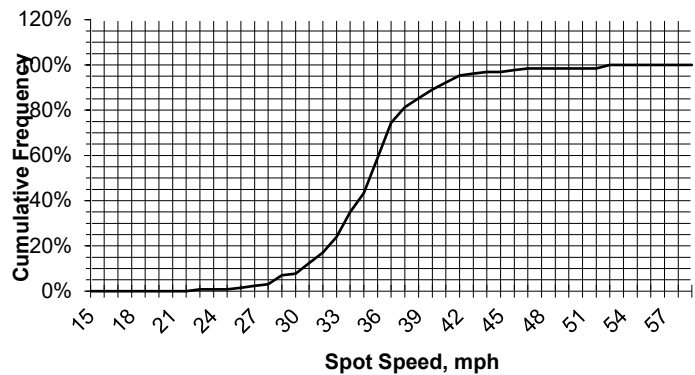
Date: 4/14/2022 Day: Thursday
 Weather: Clear
 Hours: 3:35-3:50PM
 Recorder: EY /AY
 Posted Speed: 35 mph
 Remarks: _____

DATA ANALYSIS:

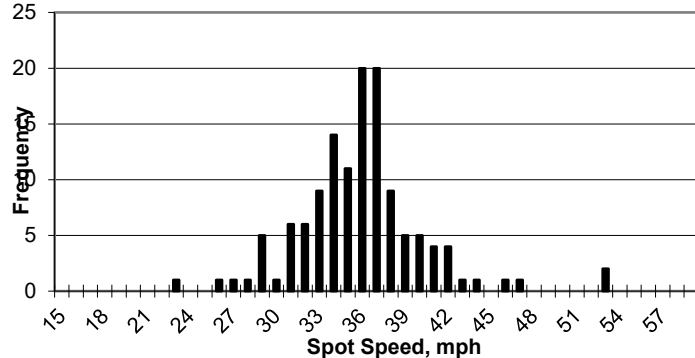
Mean Speed: 36
 Standard Deviation: 4
 Standard error of the mean: 0.35
 50th Percentile: 36
 85th Percentile: 39
 97th Percentile: 46
 10 Mile Pace: 31 to 40
 % of Samples in 10-Mile Pace: 81.40%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

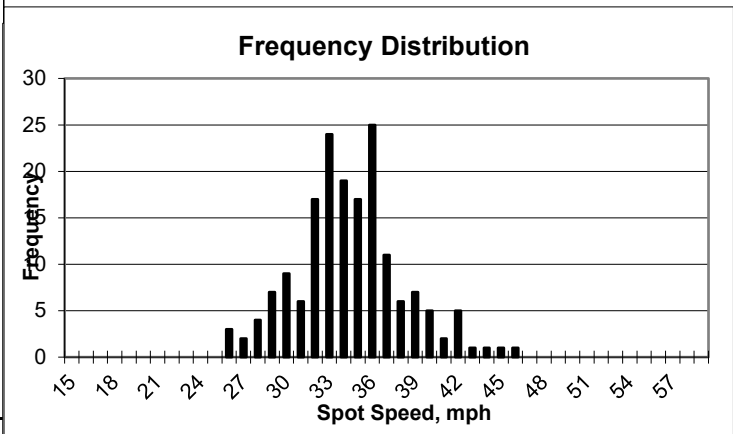
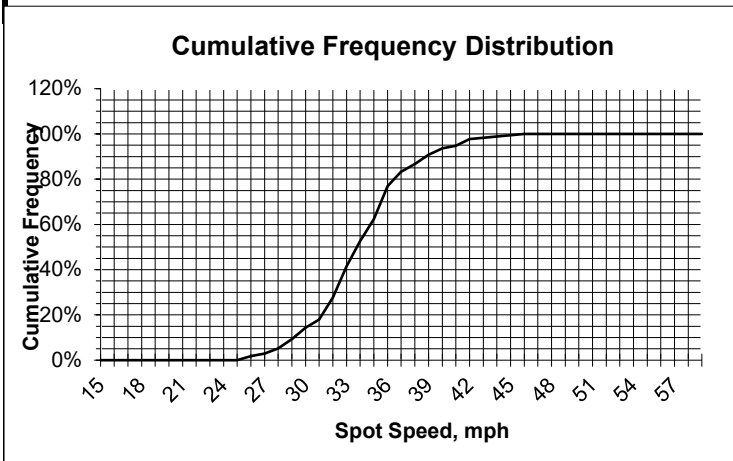
Total: 173 100%

Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:30-4:00PM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

DATA ANALYSIS:

Mean Speed:	<u>34</u>
Standard Deviation:	<u>4</u>
Standard error of the mean:	<u>0.3</u>
50th Percentile:	<u>34</u>
85th Percentile:	<u>38</u>
97th Percentile:	<u>42</u>
10 Mile Pace:	<u>29</u> to <u>38</u>
% of Samples in 10-Mile Pace:	<u>81.50%</u>

Comments: _____



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

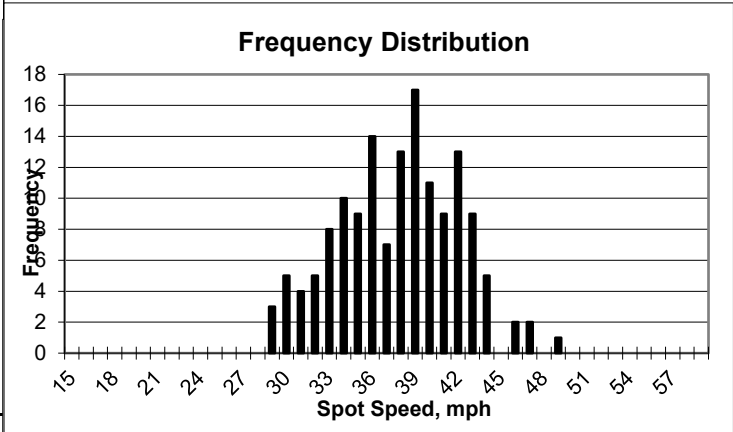
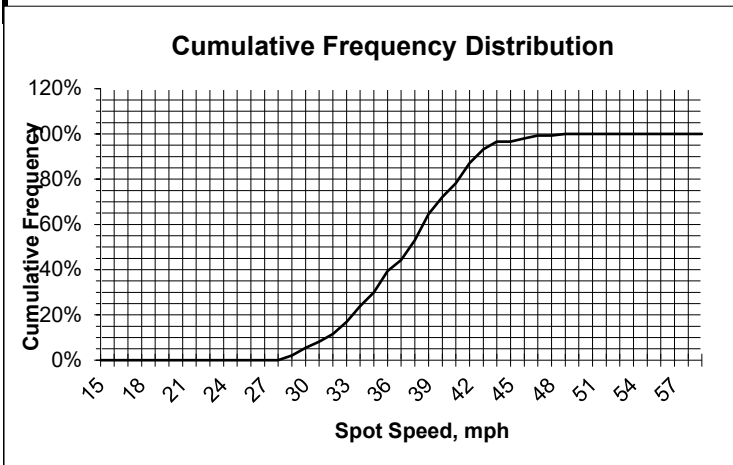
Street: Ventura Blvd
Location: at Alvarado St
Between: Balboa St / Rose Ave Ref. # 144

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%

Date: 4/26/2022 **Day:** Tuesday
Weather: Clear
Hours: 3:30-4:00PM
Recorder: AY
Posted Speed: 40 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>						

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

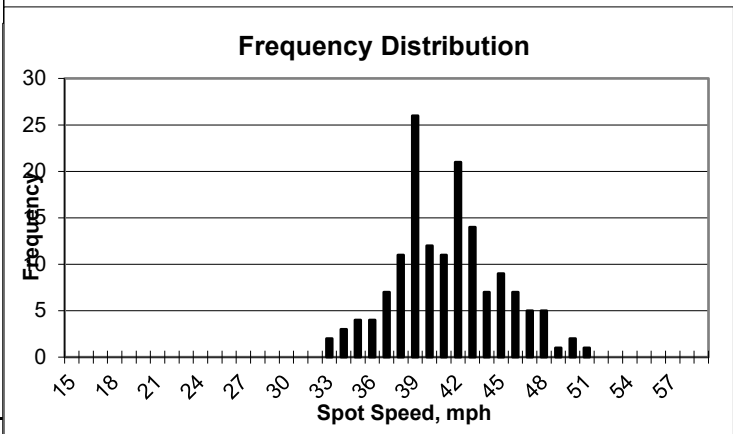
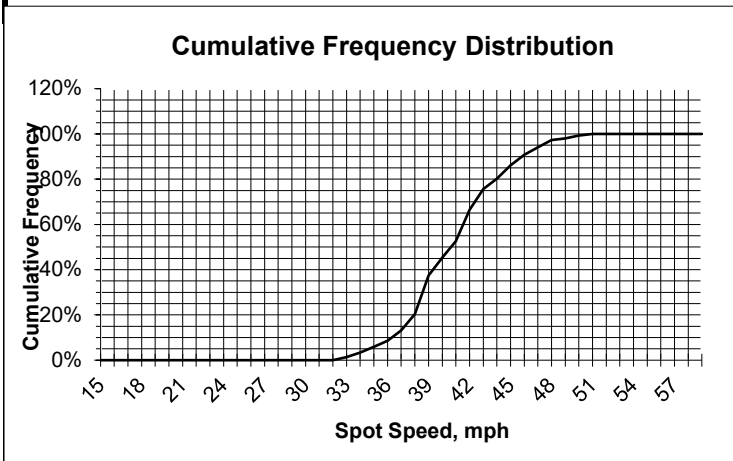
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	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%

Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 12:50-1:10PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks: _____

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: _____



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
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

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%

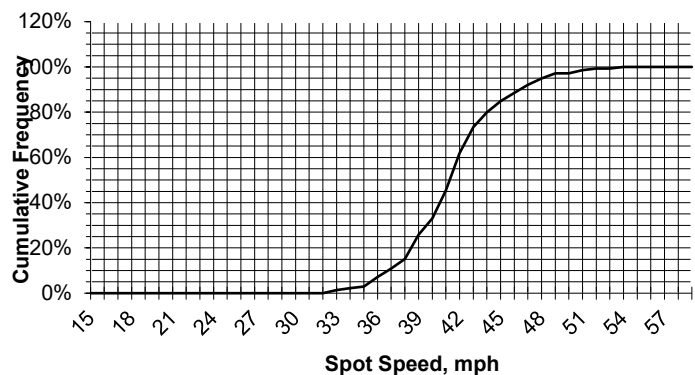
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 12:30-12:45PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks: _____

DATA ANALYSIS:

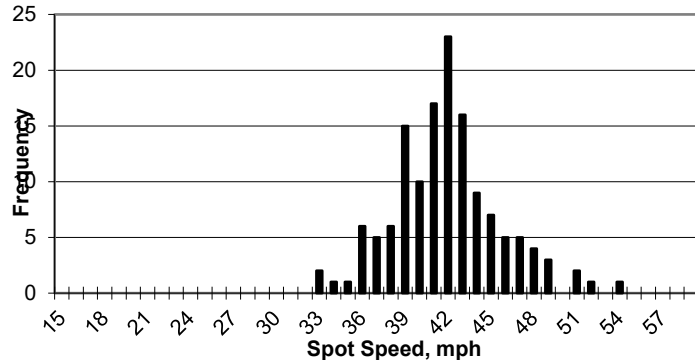
Mean Speed: 42
Standard Deviation: 4
Standard error of the mean: 0.34
50th Percentile: 42
85th Percentile: 46
97th Percentile: 49
10 Mile Pace: 36 to 45
% of Samples in 10-Mile Pace: 82.01%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

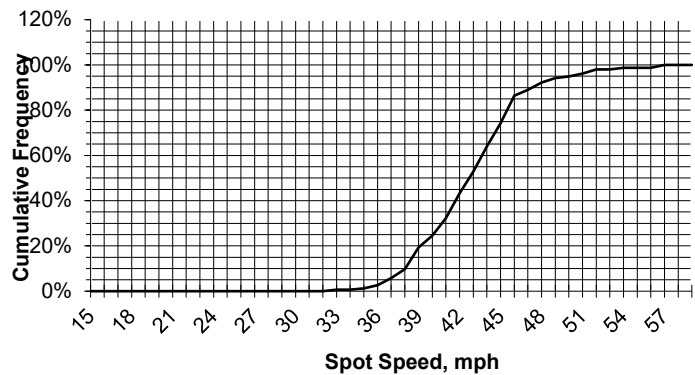
Date: 4/14/2022 Day: Thursday
 Weather: Clear
 Hours: 11:45A-12:05P
 Recorder: EY /AY
 Posted Speed: 45 mph
 Remarks: _____

DATA ANALYSIS:

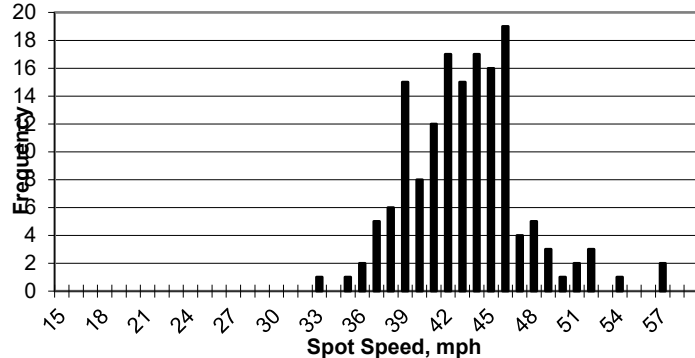
Mean Speed: 43
 Standard Deviation: 4
 Standard error of the mean: 0.32
 50th Percentile: 43
 85th Percentile: 46
 97th Percentile: 52
 10 Mile Pace: 37 to 46
 % of Samples in 10-Mile Pace: 83.87%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

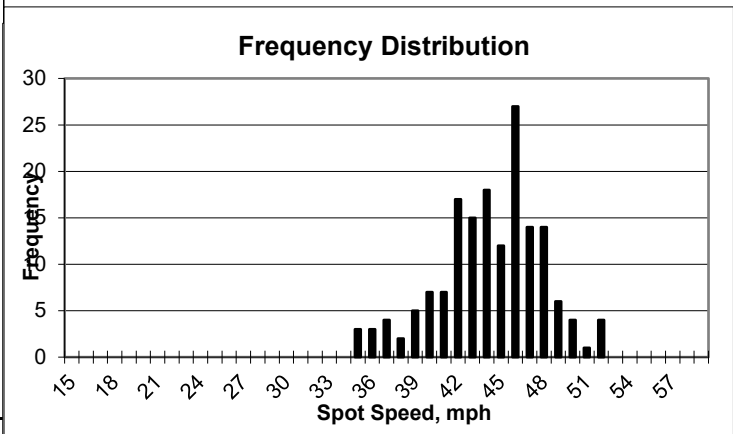
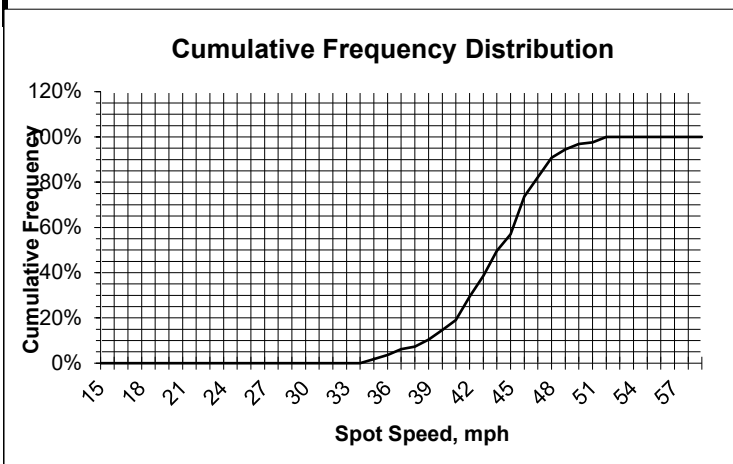
Street: Ventura Rd
Location: 1000 ft S of Second St
Between: Fifth St / Second St Ref. # 148

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%

Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 11:25-11:40AM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>						

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

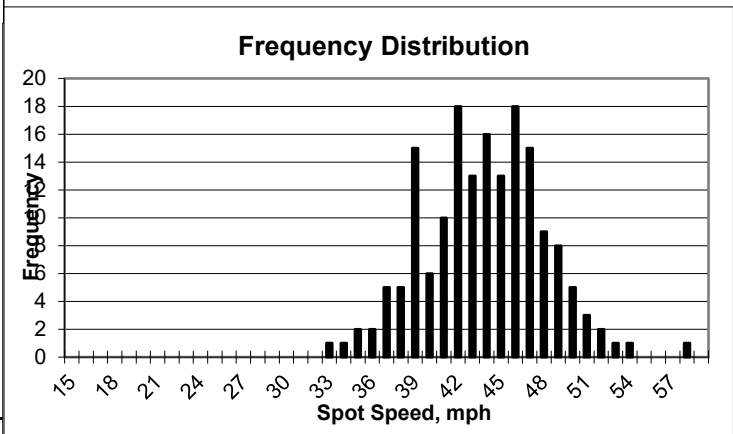
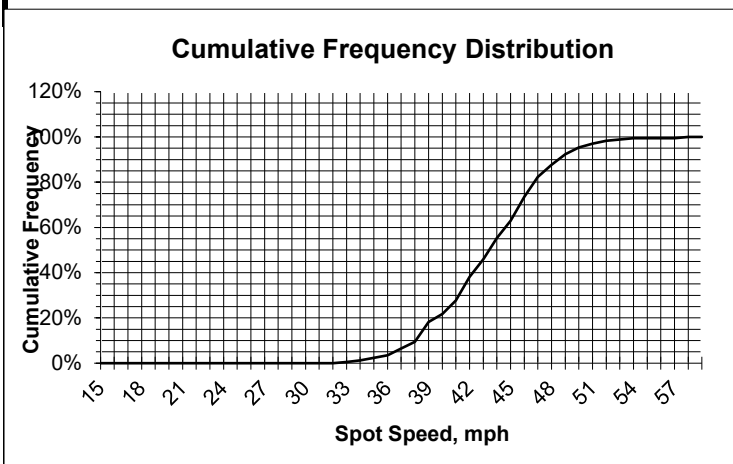
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	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%

Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 2:20-2:40PM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>						

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

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%

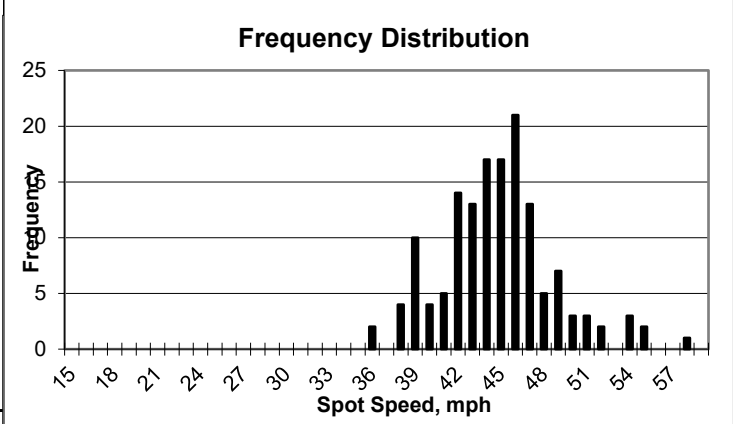
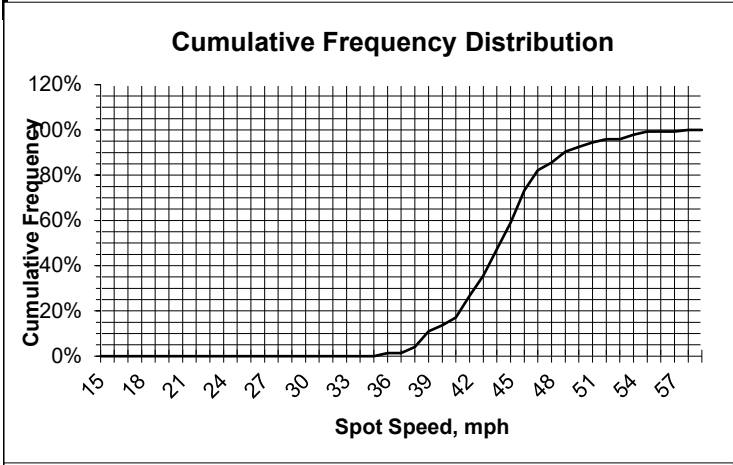
Total: 146 100%

Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 9:32-9:50AM
Recorder: EY /AY
Posted Speed: 45 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>						

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

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%

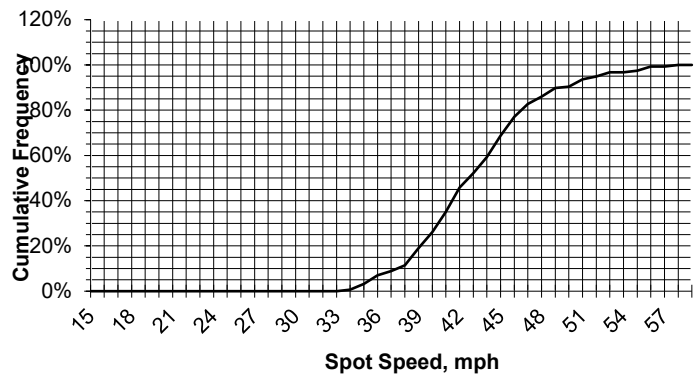
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 2:00-2:30PM
Recorder: EY
Posted Speed: 45 mph
Remarks: _____

DATA ANALYSIS:

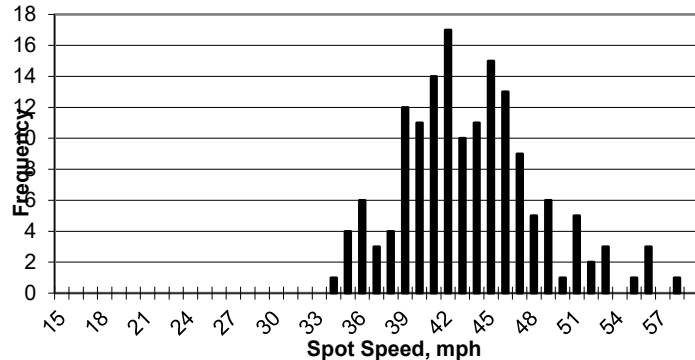
Mean Speed: 44
Standard Deviation: 5
Standard error of the mean: 0.4
50th Percentile: 43
85th Percentile: 48
97th Percentile: 55
10 Mile Pace: 39 to 48
% of Samples in 10-Mile Pace: 74.52%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

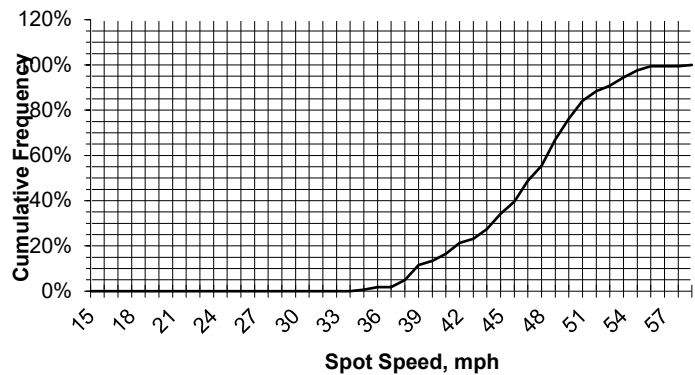
Date: 4/14/2022 Day: Thursday
 Weather: Clear
 Hours: 2:45-3:00PM
 Recorder: EY /AY
 Posted Speed: 50 mph
 Remarks:

DATA ANALYSIS:

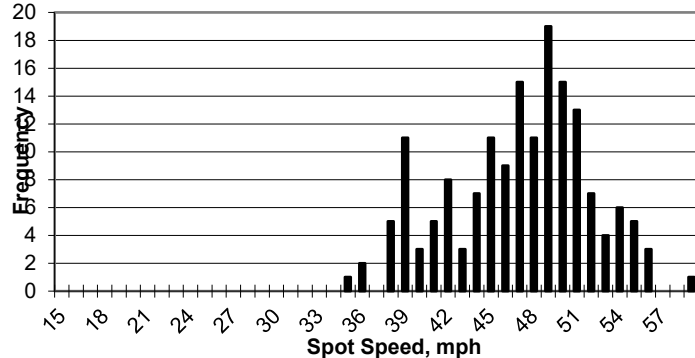
Mean Speed: 47
 Standard Deviation: 5
 Standard error of the mean: 0.39
 50th Percentile: 48
 85th Percentile: 52
 97th Percentile: 55
 10 Mile Pace: 42 to 51
 % of Samples in 10-Mile Pace: 67.68%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

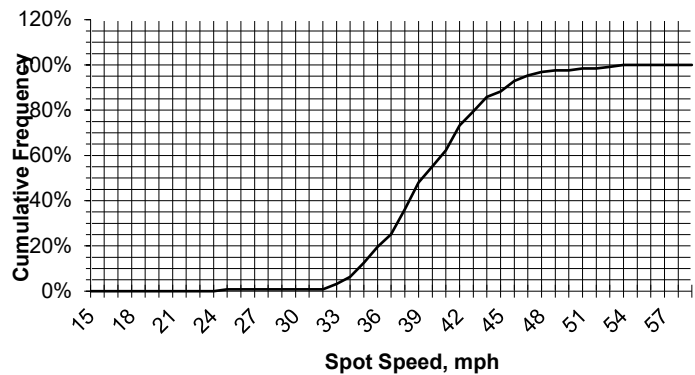
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.79%	0.79%
26	0	0.00%	0.79%
27	0	0.00%	0.79%
28	0	0.00%	0.79%
29	0	0.00%	0.79%
30	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%

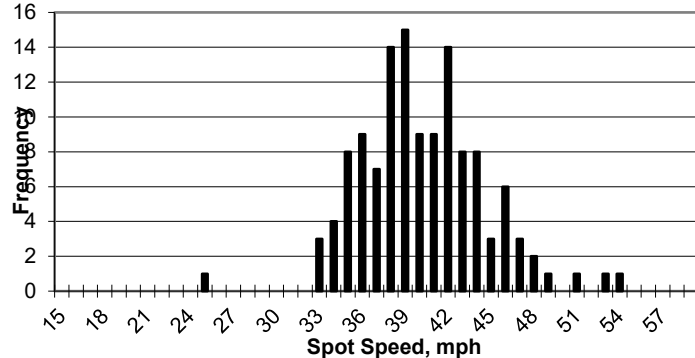
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 3:05-3:20PM
Recorder: EY /AY
Posted Speed: 40 mph
Remarks: _____

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: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

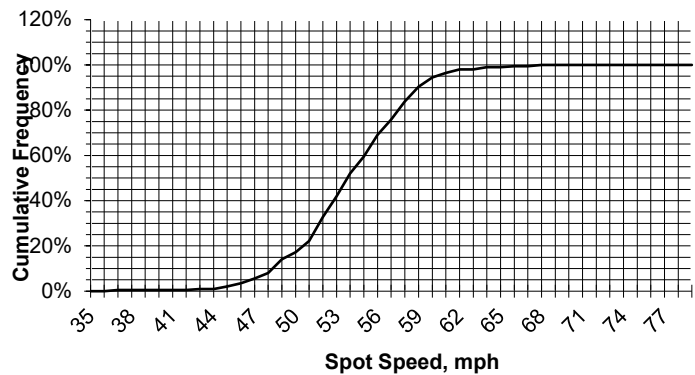
Date: 4/14/2022 **Day:** Thursday
Weather: Clear
Hours: 9:10 -9:28A
Recorder: EY /AY
Posted Speed: 55mph
Remarks: _____

DATA ANALYSIS:

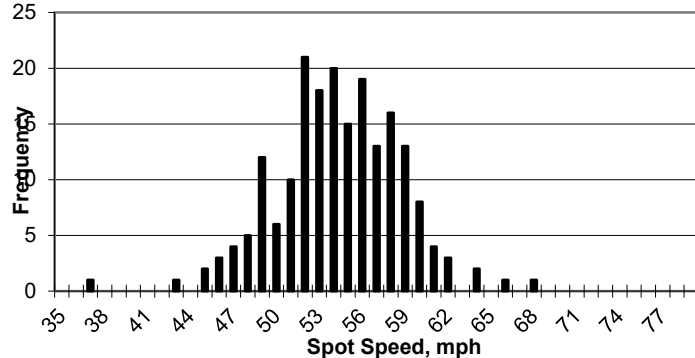
Mean Speed: 54
Standard Deviation: 4
Standard error of the mean: 0.28
50th Percentile: 54
85th Percentile: 59
97th Percentile: 62
10 Mile Pace: 51 to 60
% of Samples in 10-Mile Pace: 77.27%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

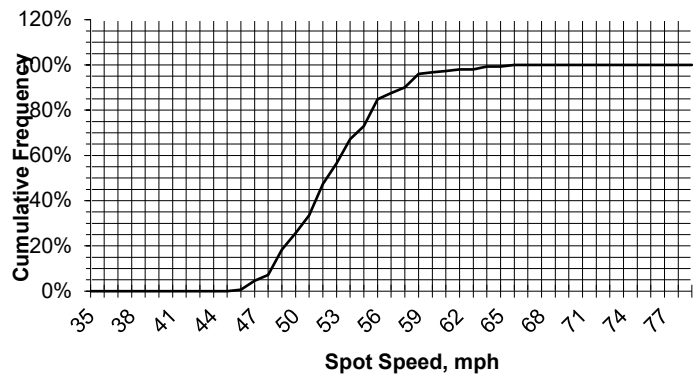
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:15-9:45AM
Recorder: EY
Posted Speed: 55 mph
Remarks: _____

DATA ANALYSIS:

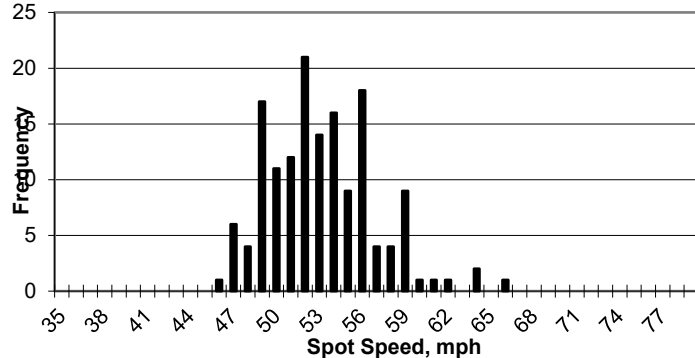
Mean Speed: 53
Standard Deviation: 4
Standard error of the mean: 0.32
50th Percentile: 53
85th Percentile: 57
97th Percentile: 61
10 Mile Pace: 47 to 56
% of Samples in 10-Mile Pace: 84.21%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

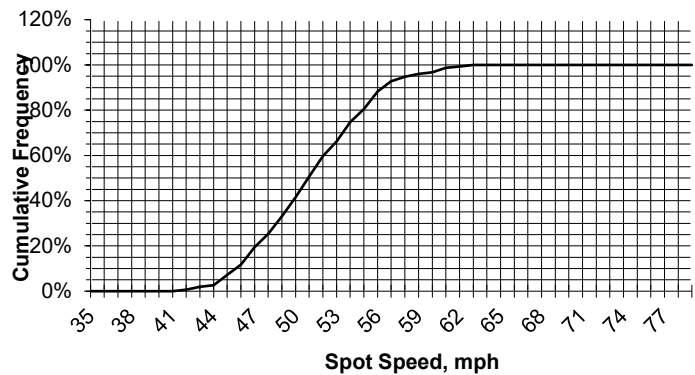
Date: 3/22/2022 **Day:** Tuesday
Weather: Clear
Hours: 9:50-10:20AM
Recorder: EY
Posted Speed: 55 mph
Remarks:

DATA ANALYSIS:

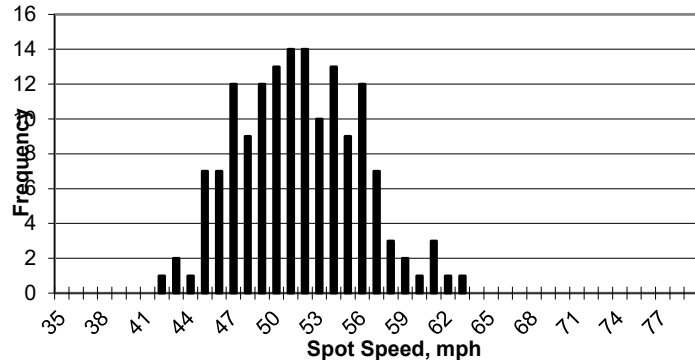
Mean Speed: 52
Standard Deviation: 4
Standard error of the mean: 0.32
50th Percentile: 51
85th Percentile: 56
97th Percentile: 61
10 Mile Pace: 47 to 56
% of Samples in 10-Mile Pace: 76.62%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

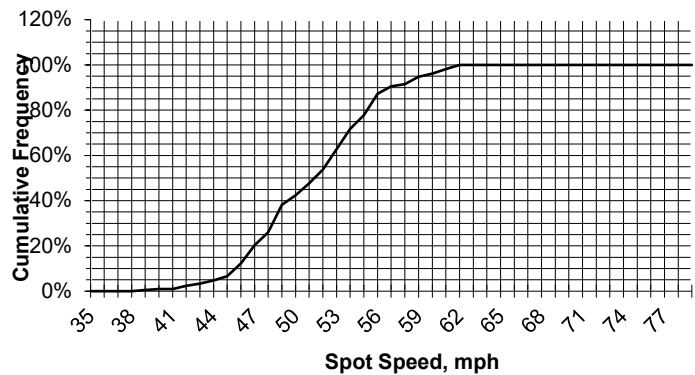
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:40-11:20AM
Recorder: EY
Posted Speed: 55 mph
Remarks:

DATA ANALYSIS:

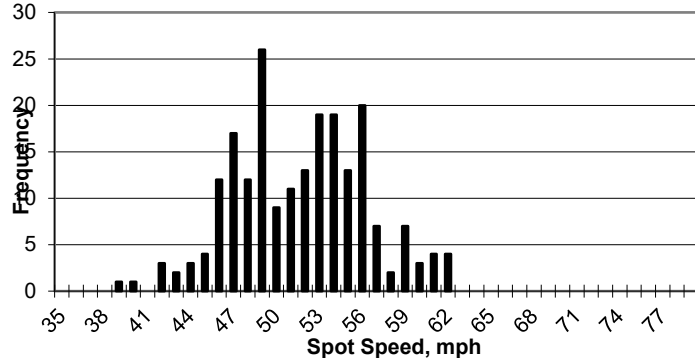
Mean Speed: 52
Standard Deviation: 5
Standard error of the mean: 0.34
50th Percentile: 52
85th Percentile: 56
97th Percentile: 61
10 Mile Pace: 47 to 56
% of Samples in 10-Mile Pace: 75.00%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

Street: Victoria Ave

Location: at Midpoint

Between: Fifth St / Wooley Rd

Ref. # 158

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%

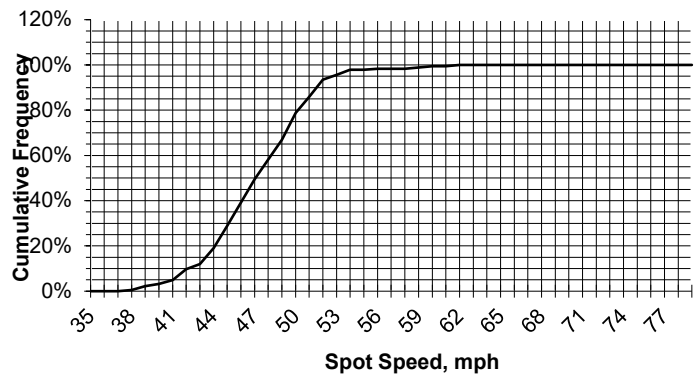
Date: 3/29/2022 Day: Tuesday
 Weather: Clear
 Hours: 11:25-11:55AM
 Recorder: EY
 Posted Speed: 50 mph
 Remarks: _____

DATA ANALYSIS:

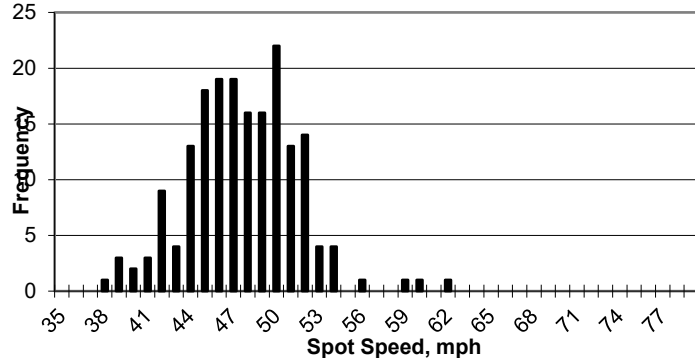
Mean Speed: 48
 Standard Deviation: 4
 Standard error of the mean: 0.29
 50th Percentile: 48
 85th Percentile: 51
 97th Percentile: 54
 10 Mile Pace: 43 to 52
 % of Samples in 10-Mile Pace: 83.70%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

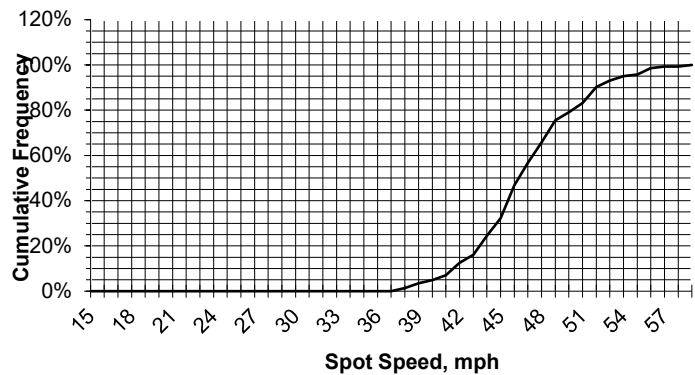
Total: 143 100%

Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 10:05-10:35AM
Recorder: EY
Posted Speed: 50 mph
Remarks: _____

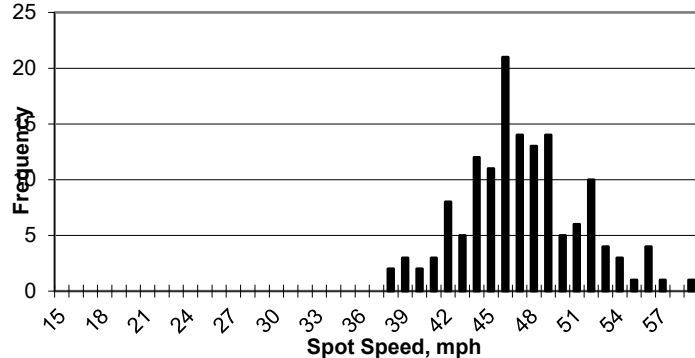
DATA ANALYSIS:

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: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

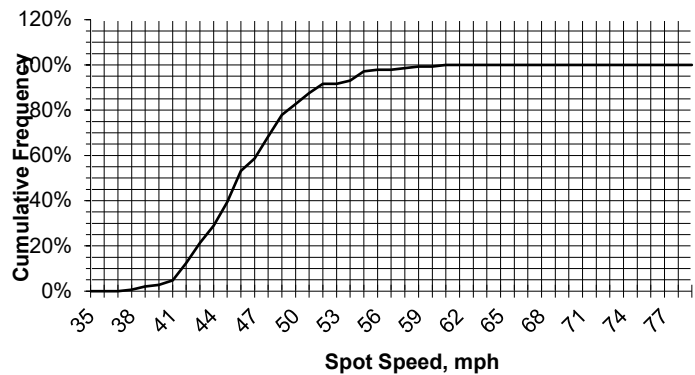
Date: 3/29/2022 **Day:** Tuesday
Weather: Clear
Hours: 8:55-9:25AM
Recorder: EY
Posted Speed: 50 mph
Remarks: _____

DATA ANALYSIS:

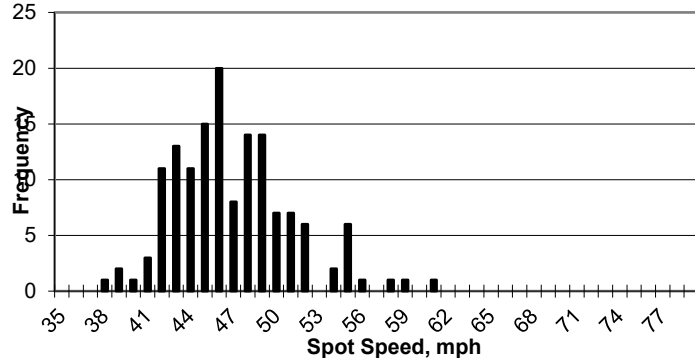
Mean Speed: 47
Standard Deviation: 4
Standard error of the mean: 0.33
50th Percentile: 46
85th Percentile: 51
97th Percentile: 55
10 Mile Pace: 42 to 51
% of Samples in 10-Mile Pace: 82.76%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

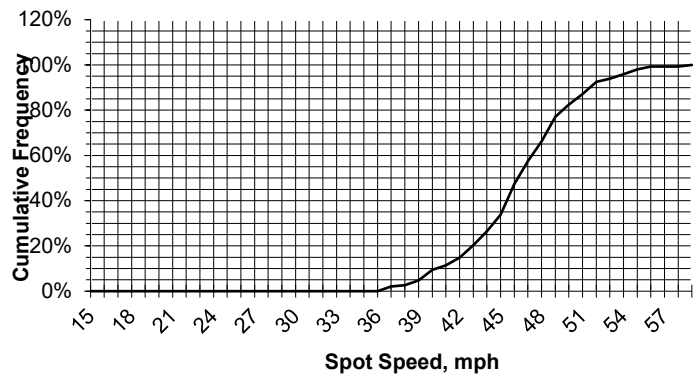
Date: 3/29/2022 Day: Tuesday
 Weather: Clear
 Hours: 9:30-10:00AM
 Recorder: EY
 Posted Speed: 50 mph
 Remarks:

DATA ANALYSIS:

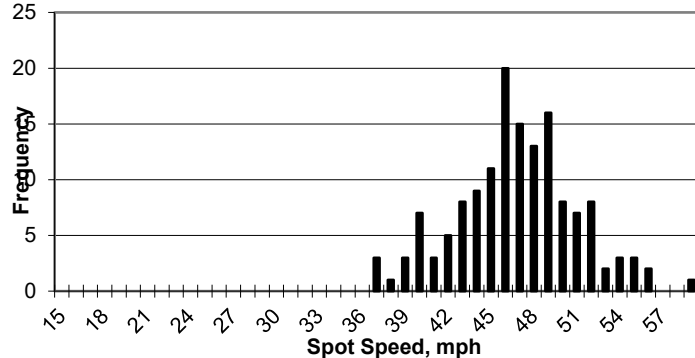
Mean Speed: 47
 Standard Deviation: 4
 Standard error of the mean: 0.33
 50th Percentile: 47
 85th Percentile: 51
 97th Percentile: 55
 10 Mile Pace: 43 to 52
 % of Samples in 10-Mile Pace: 77.70%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>	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

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%

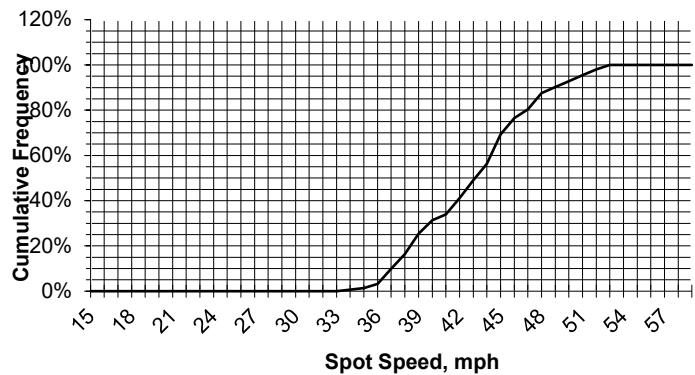
Date: 4/22/2022 Day: Friday
 Weather: Clear
 Hours: 9:15-9:35AM
 Recorder: EY /AY
 Posted Speed: 45 mph
 Remarks:

DATA ANALYSIS:

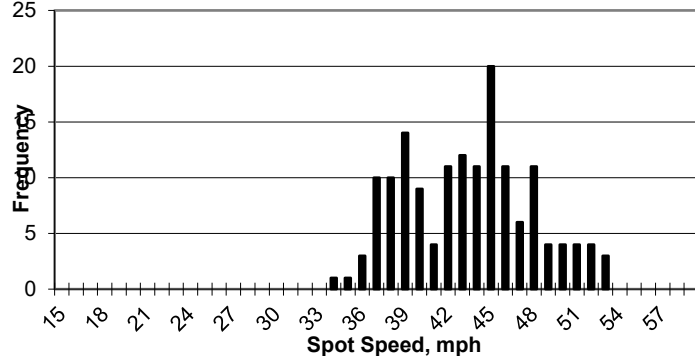
Mean Speed: 43
 Standard Deviation: 4
 Standard error of the mean: 0.32
 50th Percentile: 44
 85th Percentile: 48
 97th Percentile: 52
 10 Mile Pace: 37 to 46
 % of Samples in 10-Mile Pace: 73.20%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

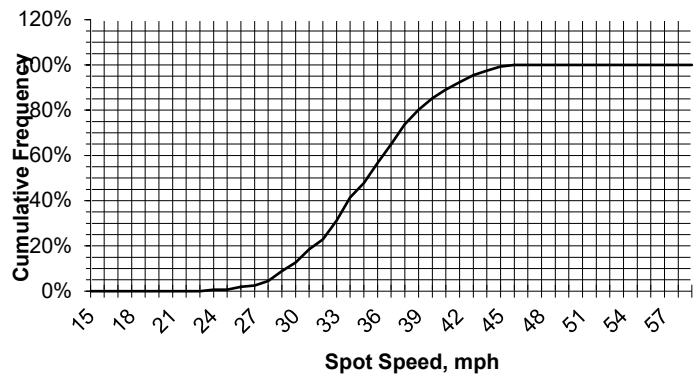
Date: 4/22/2022 Day: Friday
 Weather: Clear
 Hours: 9:40-9:55AM
 Recorder: EY /AY
 Posted Speed: 35 mph
 Remarks:

DATA ANALYSIS:

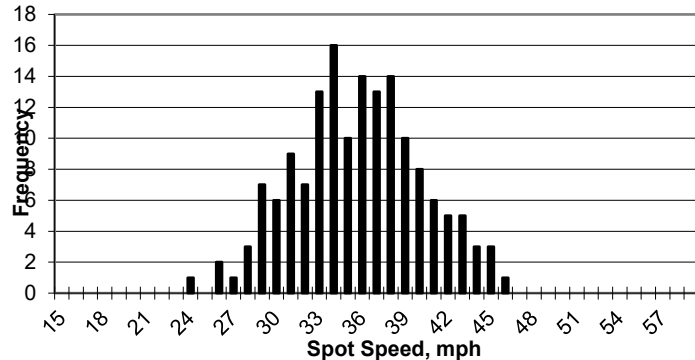
Mean Speed: 36
 Standard Deviation: 4
 Standard error of the mean: 0.32
 50th Percentile: 36
 85th Percentile: 40
 97th Percentile: 44
 10 Mile Pace: 31 to 40
 % of Samples in 10-Mile Pace: 72.61%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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 thrms into Left Pocket, Raised					
Improvement (SW, C & G)	Yes					
Bicycle lanes/Type	None					
Crosswalks/Type						
Adjacent Land use	Commercial					
<u>Comments</u>						

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

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%

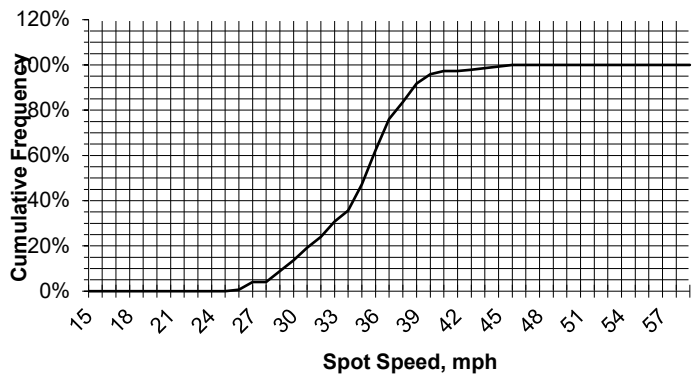
Date: 4/22/2022 **Day:** Friday
Weather: Clear
Hours: 10:00-10:20AM
Recorder: EY /AY
Posted Speed: 35 mph
Remarks: _____

DATA ANALYSIS:

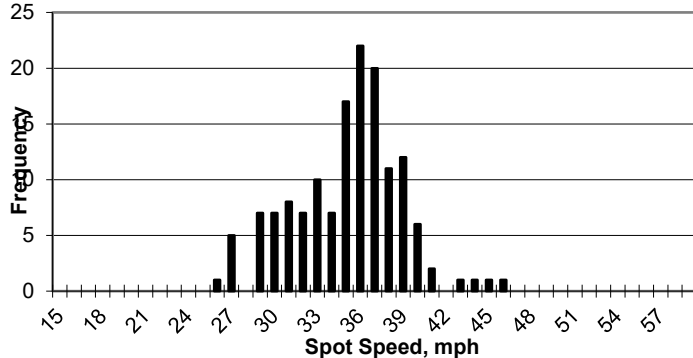
Mean Speed: 35
Standard Deviation: 4
Standard error of the mean: 0.33
50th Percentile: 36
85th Percentile: 39
97th Percentile: 41
10 Mile Pace: 30 to 39
% of Samples in 10-Mile Pace: 82.88%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

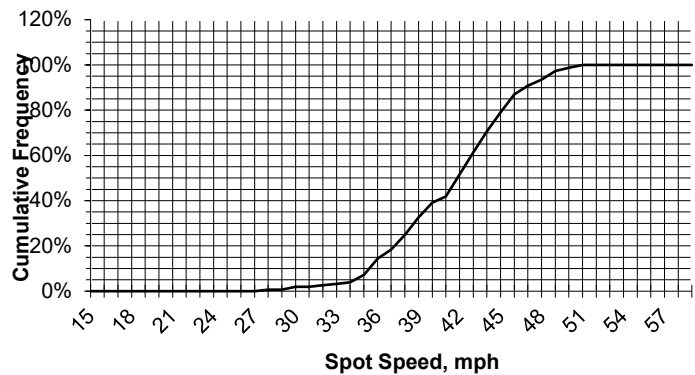
Date: 4/22/2022 Day: Friday
 Weather: Clear
 Hours: 10:25-10:40AM
 Recorder: EY /AY
 Posted Speed: 45 mph
 Remarks: _____

DATA ANALYSIS:

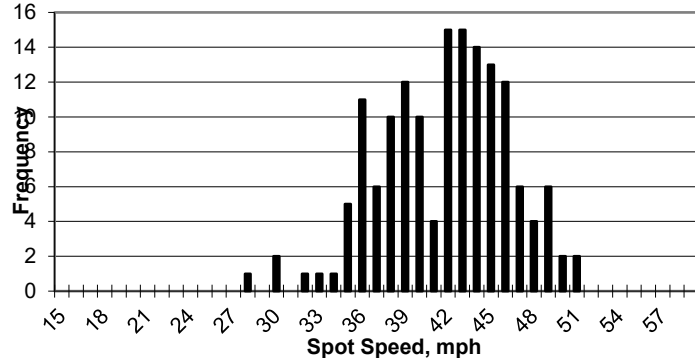
Mean Speed: 42
 Standard Deviation: 5
 Standard error of the mean: 0.4
 50th Percentile: 42
 85th Percentile: 46
 97th Percentile: 49
 10 Mile Pace: 37 to 46
 % of Samples in 10-Mile Pace: 72.55%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

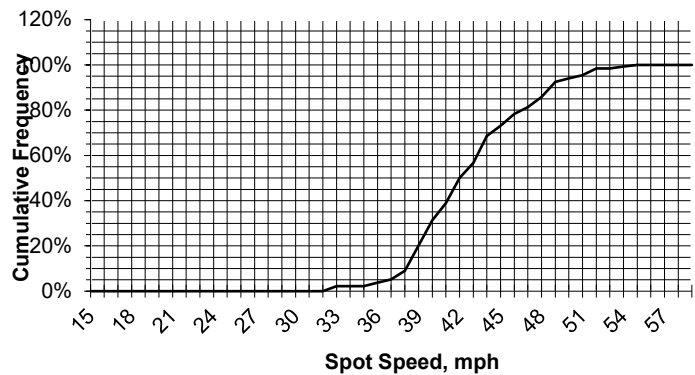
Date: 4/22/2022 Day: Friday
 Weather: Clear
 Hours: 10:50-11:10AM
 Recorder: EY /AY
 Posted Speed: 40 mph
 Remarks: _____

DATA ANALYSIS:

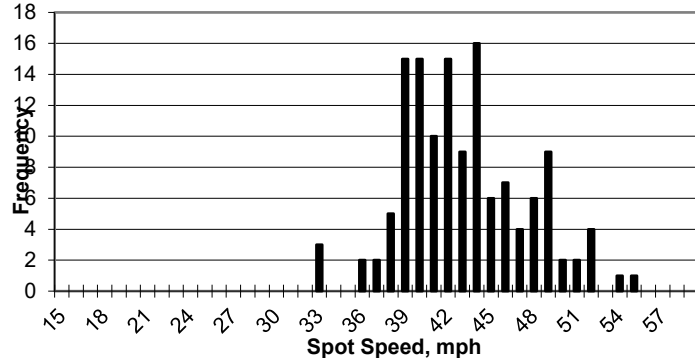
Mean Speed: 43
 Standard Deviation: 4
 Standard error of the mean: 0.35
 50th Percentile: 42
 85th Percentile: 48
 97th Percentile: 52
 10 Mile Pace: 39 to 48
 % of Samples in 10-Mile Pace: 76.87%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

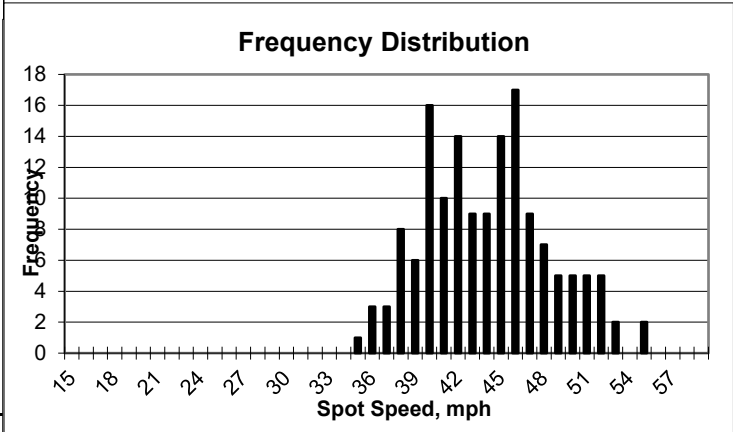
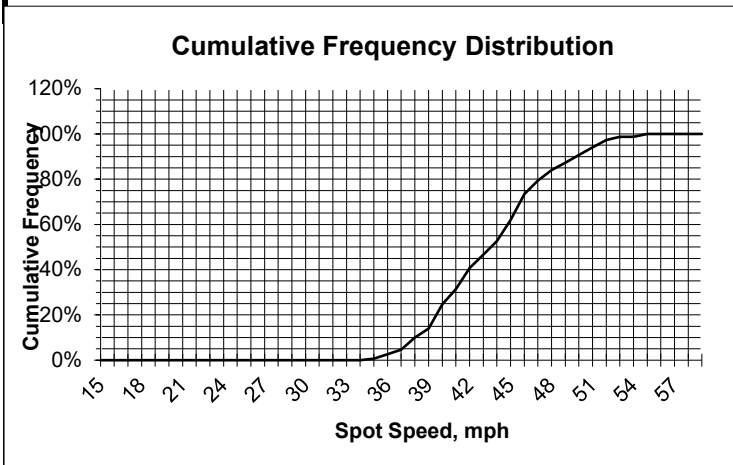
Street: Vineyard Ave
Location: 350' w/o Willow Creek Ct
Between: Ventura Rd / Patterson Rd Ref. # 167

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%

Date: 8/1/2022 **Day:** Monday
Weather: Clear
Hours: 2:25 -3:26p
Recorder: DR
Posted Speed: 40 mph
Remarks: _____

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: _____



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
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, Painted /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					
<u>Comments</u>						

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

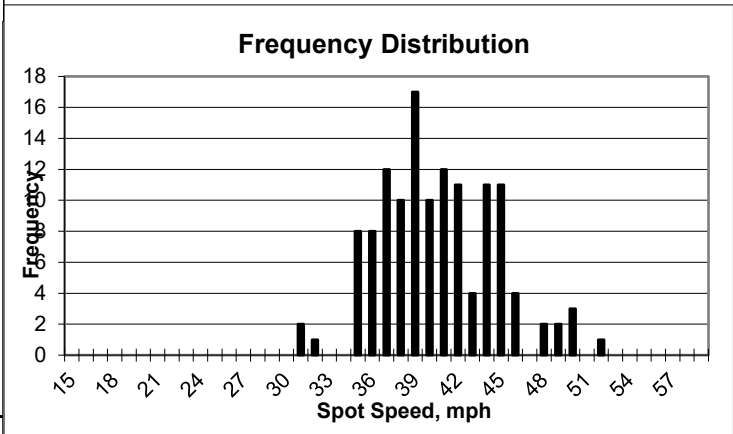
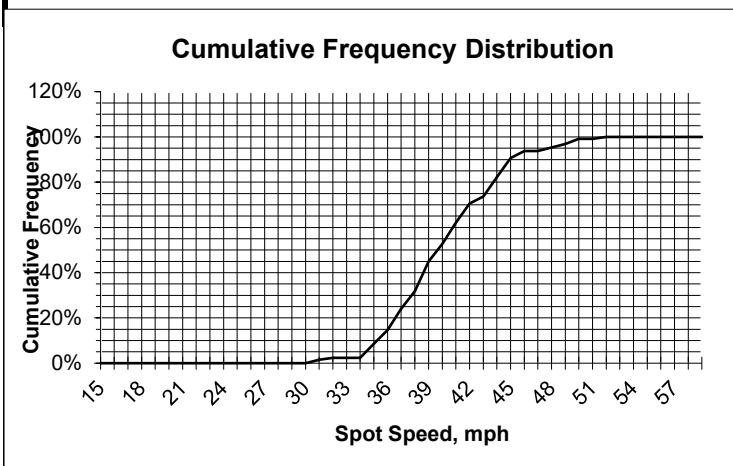
Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	0	0.00%	0.00%
29	0	0.00%	0.00%
30	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%

Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 12:25-12:55PM
Recorder: EY
Posted Speed: 45 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

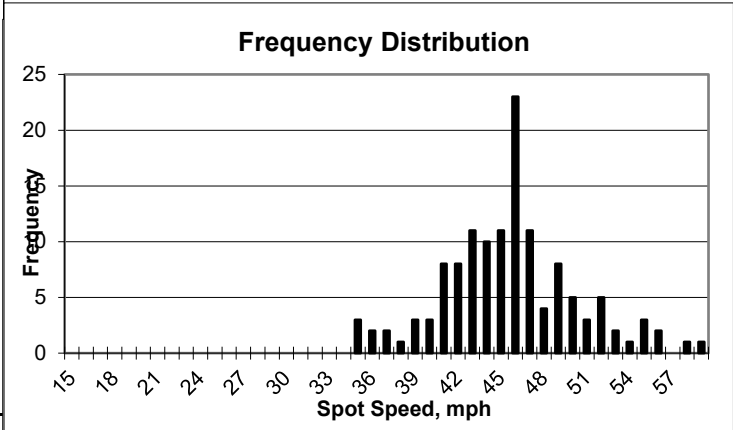
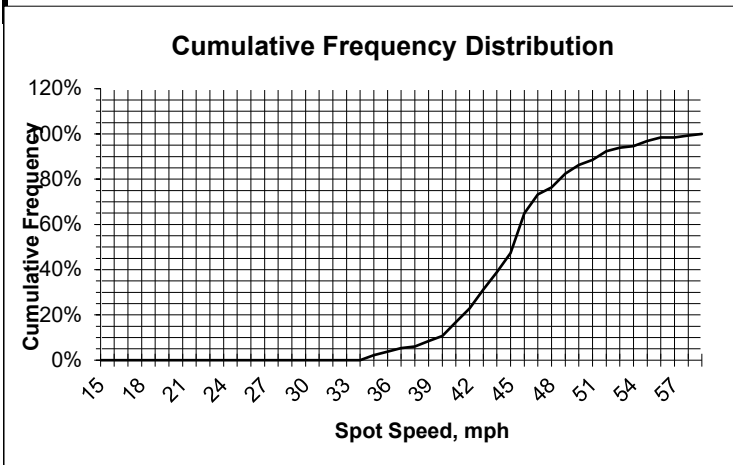
Street: Wooley Rd
Location: 300 ft W of Seabridge Ln
Between: Tradewinds Dr / Victoria Ave Ref. # 169

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%

Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 11:47AM-12:20PM
Recorder: EY
Posted Speed: 45 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>						

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

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%

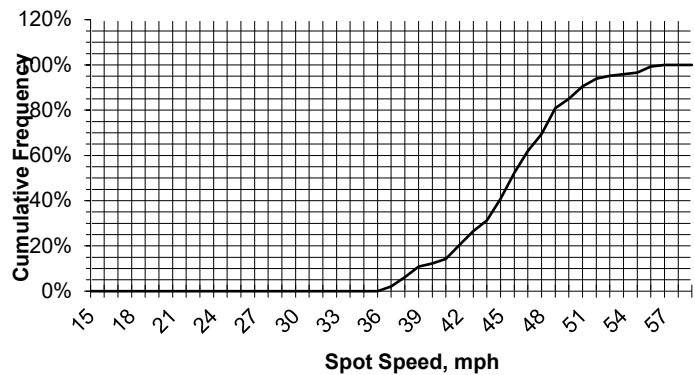
Date: 3/17/2022 Day: Thursday
 Weather: Clear
 Hours: 11:13-11:43AM
 Recorder: EY
 Posted Speed: 45 mph
 Remarks:

DATA ANALYSIS:

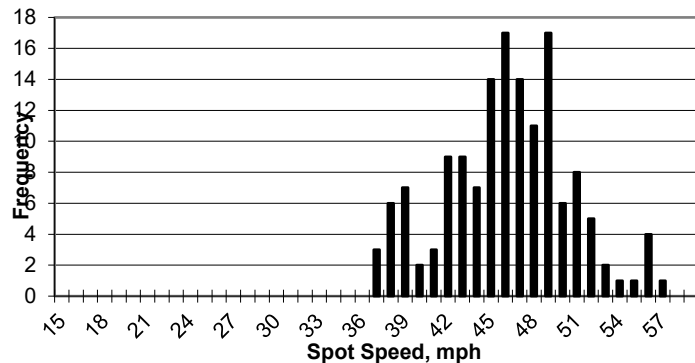
Mean Speed: 46
 Standard Deviation: 4
 Standard error of the mean: 0.33
 50th Percentile: 46
 85th Percentile: 50
 97th Percentile: 56
 10 Mile Pace: 42 to 51
 % of Samples in 10-Mile Pace: 76.19%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

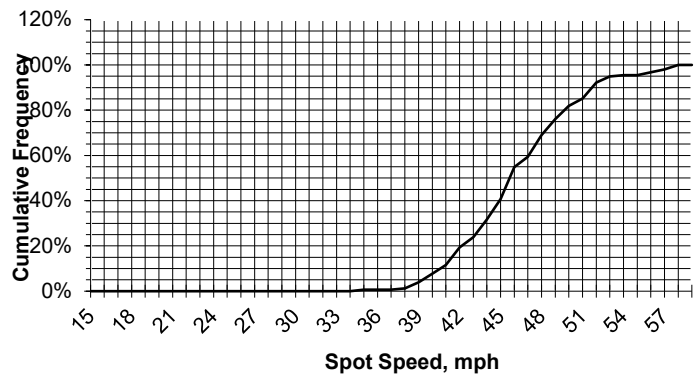
Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 10:40-11:10AM
Recorder: EY
Posted Speed: 45 mph
Remarks: _____

DATA ANALYSIS:

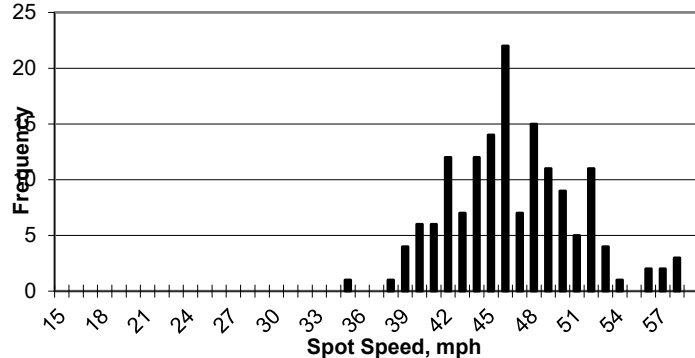
Mean Speed: 47
Standard Deviation: 4
Standard error of the mean: 0.32
50th Percentile: 46
85th Percentile: 51
97th Percentile: 57
10 Mile Pace: 41 to 50
% of Samples in 10-Mile Pace: 74.19%

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

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

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%

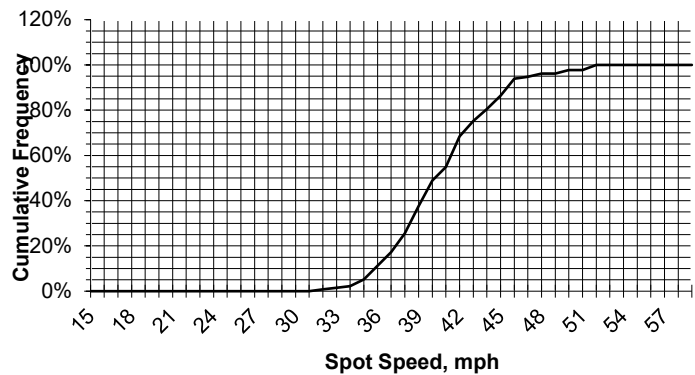
Date: 4/14/2022 Day: Thursday
 Weather: Clear
 Hours: 12:10-12:25PM
 Recorder: EY / AY
 Posted Speed: 40 mph
 Remarks:

DATA ANALYSIS:

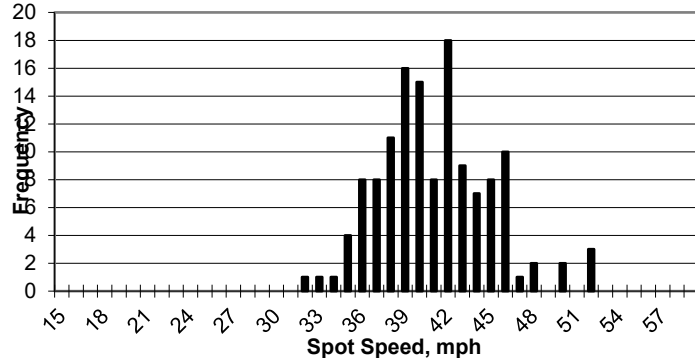
Mean Speed: 41
 Standard Deviation: 4
 Standard error of the mean: 0.35
 50th Percentile: 41
 85th Percentile: 45
 97th Percentile: 50
 10 Mile Pace: 37 to 46
 % of Samples in 10-Mile Pace: 82.71%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>	Drifill Elm School RRFB and Signal controlled crosswalk					

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

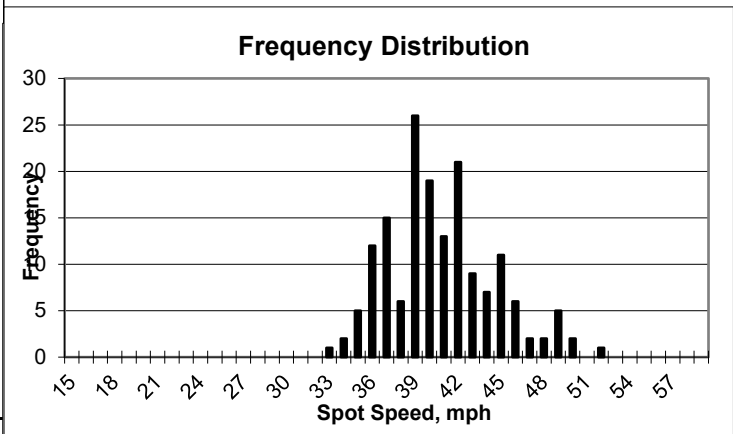
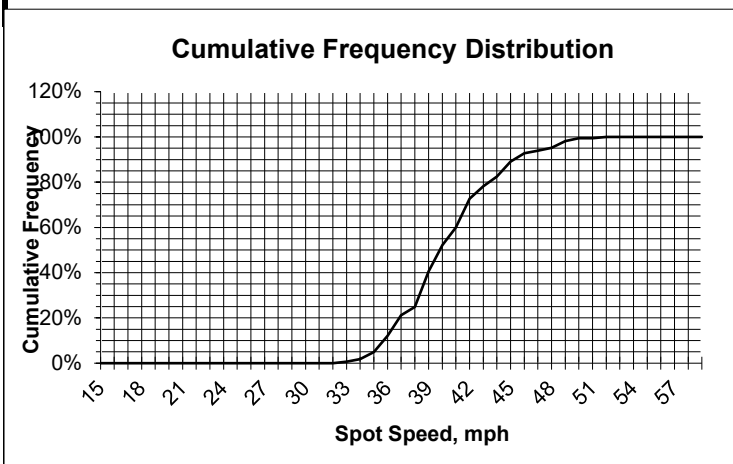
Street: Wooley Rd
Location: 200 ft E of C St
Between: E St / Oxnard Blvd Ref. # 173

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%

Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 10:07-10:37AM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

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: _____



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
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					
<u>Comments</u>	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

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%

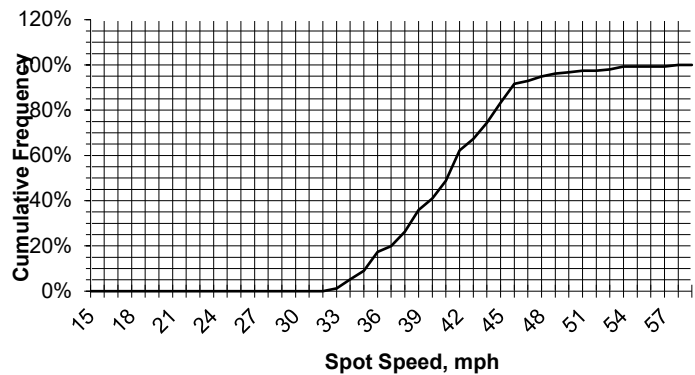
Total: 156 100%

Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 9:35-10:05AM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

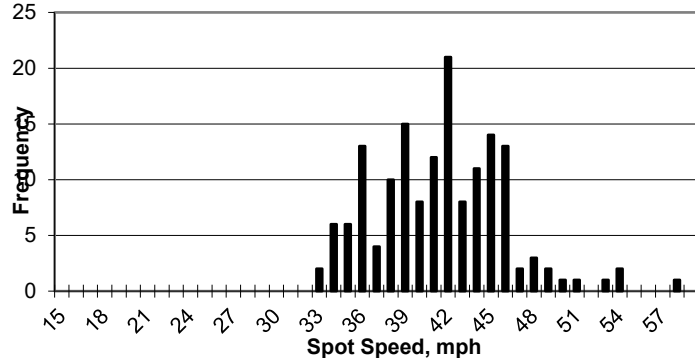
DATA ANALYSIS:

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: _____

Cumulative Frequency Distribution



Frequency Distribution



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
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					
<u>Comments</u>						

CITY OF OXNARD - PUBLIC WORKS DEPT./TRAFFIC DIV. SPOT SPEED STUDY

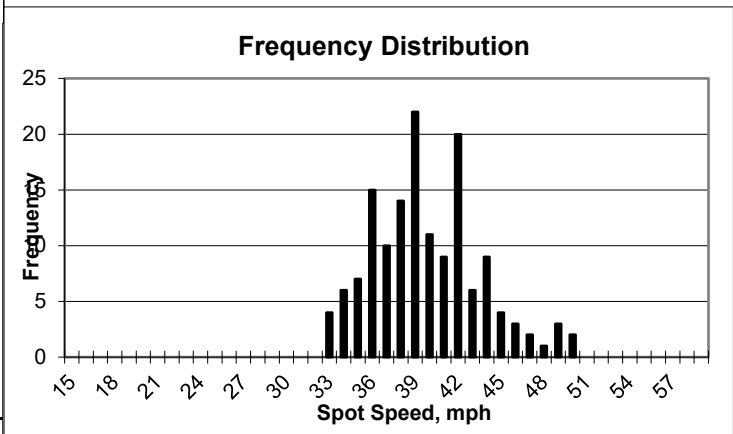
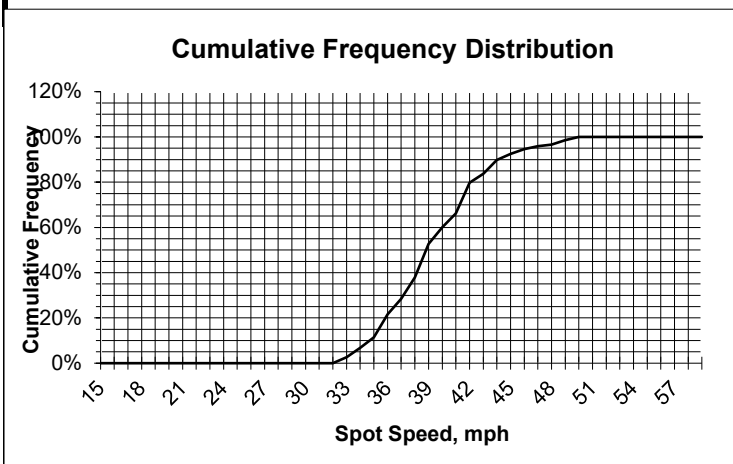
Street: Wooley Rd
Location: at 1135 Wooley Rd
Between: Richmond Ave / Rose Ave Ref. # 175

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%

Date: 3/17/2022 **Day:** Thursday
Weather: Clear
Hours: 9:00-9:30AM
Recorder: EY
Posted Speed: 40 mph
Remarks: _____

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: _____



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 SH13695 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
<u>35</u>	<u>35</u>
<u>50</u>	<u>50</u>
<u>65</u>	<u>65</u>

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.

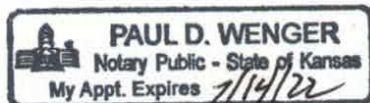
Calibration performed by Technician Tanner Robinson

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





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

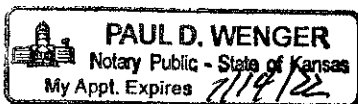
This radar unit and associated antennas were certified as meeting all applicable industry and government specifications at the factory on 9/4/2020, prior to shipment. These certifications were done on a new unit.

We do not keep copies of original certificates for radar units.

Regards,

A handwritten signature in cursive script that reads 'John E. Woods'.

John E. Woods
Customer Service



Notary

A handwritten signature in cursive script that reads 'Paul D. Wenger'.



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

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Sewer Use Agreement A-8503 between City of Oxnard and Channel Islands Beach Community Services District.

RECOMMENDATION

That the City Council approve and authorize an Agreement with Channel Islands Beach Community Services District, for a ten-year term ending December 31, 2033, for a new Sewer Use Agreement (SUA).

(This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(1) in conjunction with title 14 of the California Code of Regulations section 15268.)

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

BACKGROUND

The Oxnard wastewater system is a regional sewer collection and treatment system that provides wastewater services to areas outside the City including the City of Port Hueneme; Channel Islands Beach Community Services District (District); unincorporated areas of Ventura County; and two naval bases. Management and control of regional wastewater services is through individual Sewer Use Agreements (SUA). The Wastewater Division is in the process of updating the SUAs. The District SUA will be the first agreement to be updated. Their current agreement expires on December 31, 2022.

Established in 1982, the District provides water, sanitary sewer, and refuse collection services to residents within the unincorporated neighborhoods of Hollywood Beach, Hollywood-by-the-Sea, and Silver Strand. The area consists of approximately 535 acres and serves an estimated population of approximately 5,000. The District previously acquired the capacity of 0.5 Million Gallons per Day (MGD) peak day dry weather flow and 0.9 MGD peak day wet weather flow at the Oxnard Wastewater Treatment Plant (OWTP).

On July 11, 2006, the City of Oxnard approved agreement A-6680 with the District. Agreement A-6680 was amended on December 16, 2008, and July 30, 2013. On May 17, 2016, the City of Oxnard approved a new agreement (A-7864) with the District. Under agreement A-7864 both parties agreed to keep the terms and conditions set forth by predecessor Agreement A-6680, except the terms and conditions that are contrary or inconsistent to A-7864. The purpose of the agreement was to engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation agreement.

On November 30, 2016, the City of Oxnard executed a first amendment to A-7864 for the purpose of extending the agreement to December 31, 2018. On February 5, 2019, the City of Oxnard executed a second amendment to A-7864 for the purpose of extending the agreement to December 31, 2020, and finally, on November 17, 2020, the City of Oxnard executed a third and final amendment to A-7864 for the purpose of extending the agreement to December 31, 2022.

DISCUSSION

Under the current agreement, the District reimburses the City for the treatment of wastewater received at the OWTP on a quarterly basis based on the Oxnard regional formula rate in Ordinance No. 2907. In return, Oxnard reimburses the District for the use and maintenance of sewer lines within their jurisdiction on a quarterly basis based on the single-family residential rate in Ordinance No. 2917. A primary goal of the new SUA is to eliminate the two-way interagency billing between Oxnard and the District. The new SUA includes a methodology to bill the District based on actual flows from the District service area. This approach will result in a single sewer bill from Oxnard to the District.

The new SUA will establish a standard agreement that includes updated provisions such as metering of all flows, identification of service districts and connection points, inclusion of pretreatment program requirements, and the basis for billing. This SUA may be extended in ten-year increments by mutual agreement of the City and District. This new agreement template has been reviewed and approved by Oxnard and District legal teams.

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

This new Sewer Use Agreement will result in an increase in annual revenue to Oxnard from the District in the range of \$250,000 to \$350,000. A range is being provided since the total actual net revenue is based upon sewer flow data received as well as lease payments from Oxnard to the District for the use of their facilities.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on November 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. A-8503 CIBCSO SUA

Sewer Use Agreement
between
City of Oxnard and
Channel Islands Beach Community Services District

This Agreement is entered into this ____ day of _____, 202__, between the City of Oxnard ("City") and Channel Islands Beach Community Services District ("the District") (hereinafter jointly referred to as the "Parties").

RECITALS

1. City owns and operates a wastewater treatment plant (OWTP), wastewater collection system, and an Advanced Water Purification Facility (AWPF) referred to as the "System".
2. The System is regulated by a National Pollution Discharge Elimination System (NPDES) permit and by Waste Discharge Regulations (WDR) and Water Reclamation Requirements (WRR).
3. Wastewater from the District is transported and treated through the System.
4. The City has received wastewater from the District since 1982 through a series of Agreements and Amendments.
5. Facilities located within the District's Service Area contribute domestic and non-domestic wastewater.
6. The District has purchased capacity at the OWTP in the amount of 0.5 million gallons per day (MGD) peak dry weather flow (PDWF) and 0.9 MGD peak wet weather flow (PWWF) in the OTWP.
7. The City and the District intend for this Agreement to supersede all prior agreements, amendments, notices, written and oral communications between the Parties related to the City's receipt of the District's wastewater.

AGREEMENT

Now therefore, in consideration of the covenants, conditions, and promises contained herein and for such other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1: RECITALS

The Recitals set forth above are true and correct and hereby incorporated into this Agreement by this reference, as though fully set forth herein.

SECTION 2: TERMS & CONDITIONS

2.1 This Agreement between the Parties creates a contractual right for the District to discharge wastewater from the District's Service Area as described in "Exhibit A" to City's Sewer System in a manner compliant with City's code, the NPDES permit, and local, state, and federal regulations. The City contractually agrees to receive and dispose of all such wastewater under and pursuant to its standard operating procedures and provide treatment of the wastewater it receives from the District.

2.2 Term of the Agreement: January 1, 2023 to December 31, 2033.

2.3 The Parties shall, no later than one (1) year prior to the expiration of this Agreement, negotiate in good faith, terms and conditions for a new Sewer Use Agreement.

2.4 This Agreement may be terminated by mutual agreement by the Parties.

2.5 The following Exhibits are incorporated into the Agreement as though fully set forth herein and shall be referred to as follows:

Exhibit A – Service Area Map of the District

Exhibit B – Pre-treatment Program Multijurisdictional Agreement

Exhibit C – Wastewater Monitoring and Reporting Requirements

Exhibit D – Rates, Fees and Charges

Exhibit E – Special Service Area Conditions

The Exhibits listed above are intended to form part of the Agreement and to the extent that any exhibit contradicts this Agreement, the terms and conditions in the Agreement control.

2.6 No sewer service shall be provided by the District outside of the Service Area, identified in Exhibit A, without prior written agreement by the City.

2.7 A Party shall be in default if it fails to perform any of its obligations under this Agreement at the time performance is due. The defaulting party shall have thirty (30) days from receipt of written demand to cure such non-performance or to notify the non-defaulting Party of the existence of, and basis, for a good faith dispute. If the default is curable, but cannot be cured within the 30-day period for reasons beyond the control of the defaulting party, and the defaulting Party is diligently pursuing reasonable efforts to cure such default, the cure period shall be extended as reasonably necessary to permit performance. Should the Defaulting Party fail to cure such non-performance, the non-defaulting party may issue an Order to Comply and Monetary Fine pursuant to the City's Emergency Response Plan.

SECTION 3: OBLIGATIONS OF THE CITY

3.1 The City, with all due care and diligence in accordance with the Agreement, shall perform the Services set forth in Section 2.1.

3.2 The City shall manage all City-owned works, facilities, equipment, materials and supplies to carry out the Services as specified in the Agreement.

3.3 The City shall perform the services in accordance with this Agreement, the NPDES permit and local, state, and federal regulations.

3.4 The City shall be responsible for the management of this Agreement including: enforcement for breach of any section of the Agreement; review of monthly reports; monthly billing; and notification to the District of any related issues in a timely manner.

3.5 The City shall be responsible for the operation, maintenance, repair and replacement of all facilities, equipment, and related works within the Oxnard City limits including the OWTP, collection system, and pump stations.

3.6 The City shall oversee and manage the Pretreatment Program within the District's Service Area as identified in Exhibit B.

SECTION 4: OBLIGATIONS OF THE DISTRICT

4.1 The District shall manage, operate, maintain, repair, and replace all related infrastructure within the District's Service Area.

4.2 The District shall adopt the legal authority necessary to regulate all aspects of this Agreement within its Service Area including wastewater discharge from residential, commercial, governmental, and industrial users.

4.3 The District shall adopt an ordinance that is in conformity with Oxnard City Code Chapter 19, Article I. Sewerage System; Wastewater Disposal which may be amended from time to time.

4.4 The District shall comply with the City's NPDES permit No. CA0054097, and WDR/WRR order R4-2020-0051 File No. 08-070 (available on oxnard.org).

4.4 The District shall comply with all applicable local, state, and federal regulations including Sanitary Sewer Overflows (SSO), per Order NO. WQ 2013-0058-EXEC and Order 2006-0003-DWQ as may be amended or updated from time to time.

4.5 The District shall comply with the Pretreatment Program requirements as identified in Exhibit B.

4.6 The District shall give reasonable notice to the City if any substantial changes are anticipated in the volume or characteristics of the District's wastewater discharge.

4.7 The District shall submit, at a minimum, to the City Monthly Self-Monitoring Reports (SMR) as defined in Exhibit C. The City may from time to time request other related documentation.

4.8 The District shall make data and information available to the City to support the proper management of the Pretreatment Program as defined in Exhibit B.

4.9 The District shall provide free and open access to the District's Service Area and related infrastructure to the City at the City's request. The City shall make its best efforts to provide reasonable notice to the District prior to the City's access, but such notice is not mandatory. The City shall observe all safety and health regulations. The District shall provide the City with keys or access codes required to enter facilities within the District's Service Area.

SECTION 5: WASTEWATER DISCHARGE REQUIREMENTS

5.1 Discharge Quantity

- (a) The District has purchased capacity to discharge up to 0.5 million gallons per day (MGD) peak dry weather flow (PDWF) and 0.9 MGD peak wet weather flow (PWWF).
- (b) All flows discharged to the system shall be metered for billing and compliance purposes. Meters shall be capable of recording total daily flow. Flows shall be metered at the location(s) identified in Exhibit A and more commonly known as Lift Station A and Lift Station B.
- (c) The District shall be responsible for operation (including calibration), maintenance, repair and replacement of flow meters at Lift Station A and Lift Station B.
- (d) If a meter fails or malfunctions, previous monthly readings shall be used as the basis for monthly billing, as agreed to by the Parties.
- (e) Meters shall be calibrated per manufacturer's recommendation or every 3 months. Calibration certification shall be submitted to the City.

5.2 Wastewater Quality

- (a) The District shall not exceed the pollutant limits identified in Exhibit C. Any exceedance of pollutant limits as identified in the Oxnard Local Limits may result in applicable enforcement action pursuant to the Oxnard City Code Chapter 19.

5.3 Monitoring and Reporting

- (a) The District shall monitor for the pollutants listed in Exhibit C at the frequency noted. Reporting is also identified in Exhibit C. The City may require additional monitoring and reporting.
- (b) Other unique monitoring, reporting or other requirements are identified in Exhibit E.

SECTION 6: RATES, FEES & CHARGES

6.1 The City shall invoice the District monthly for wastewater services based on the Regional User Charge Formula. The charges will be calculated using the data submitted in the monthly self-monitoring report. The District shall pay monthly invoices within 30 days.

6.2 The Regional Rate shall be a wholesale rate determined through a cost-of-service rate study and updated from time-to-time.

6.3 Other Services supplied by the City including the management of the Pretreatment Program, sampling and laboratory services shall be billed on a time and material basis at the actual cost of providing the service. Invoices for such services shall include a detailed accounting of the costs.

6.4 Modifications and additional details on Rates, Fees and Charges can be found in Exhibit D.

6.5 In the event that the District fails to make any payment by its respective due date, the City may add a late payment charge pursuant to Oxnard City Code Section 19-136.

6.6 The District shall be solely responsible for any lawfully assessed penalties for non-compliance with any of the terms of this Agreement.

SECTION 7: MEETINGS

7.1 Annual Meetings:

- (a) At least once every calendar year, during the term of the Agreement, the Parties shall hold a meeting for the purpose of sharing information related to this Agreement. The City shall be responsible for scheduling the meeting at a mutually agreeable time and location.
- (b) Annual meeting minutes shall be produced, reviewed, and accepted by the Parties.

7.2 Ad-hoc Meetings:

- (a) Either Party may at any time request a meeting for any purpose at a time and location that is mutually agreed upon.

SECTION 8: MODIFICATION OF OR AMENDMENTS TO THE AGREEMENT

8.1 This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and in a manner specified in Section 9 of this Agreement.

SECTION 9: NOTICE

9.1 All notices given or required to be given pursuant to this Agreement shall be in writing and by electronic means. Notices shall be addressed to each Party's Designated Representative as set forth below.

Oxnard Designated Representative:		Channel Islands Beach Community Services District Designated Representative:	
Name:	Jan Hauser	Name:	Pete Martinez
Title:	Wastewater Division Manager	Title:	General Manager
Phone:	805-271-2205	Phone:	805-985-6021
Email:	jan.hauser@oxnard.org	Email:	pmartinez@cibcsd.com
Mailing Address:	6001 Perkins Rd Oxnard, CA 93033	Mailing Address:	353 Santa Monica Dr. Channel Island Beach, CA 93035

SECTION 10: RECORDS

10.1 The District shall provide the following records at the City's request.

- (a) Financial records of the District's wastewater system.
- (b) Files, documents, plans, drawings, specifications, notes, minutes of meetings, and e-mails related to the Agreement.
- (c) Plans, programs, reports, surveys and guidelines prepared by the District in carrying out the services in the District's area.
- (d) Any local, state, or federal correspondence related to the Agreement or the operation of the District's wastewater system.
- (e) Any permits, reports, records or analytical data of non-domestic dischargers.
- (f) All records related to the Agreement shall be retained for a minimum of 5 years or according to the record retention laws in the State of California, whichever is longer.

SECTION 11: INDEMNIFICATION, INSURANCE & LIABILITY

11.1 Indemnification:

- (a) The District shall to the fullest extent permitted by law, 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 the District's performance of this Agreement or the District's failure to comply with any of its obligations contained in this Agreement, including but not limited to all liabilities that result or are claimed to have resulted from the discharge of wastewater containing hazardous substances into the System by the District or any other person in the District's Jurisdiction using the District's wastewater facilities.

- (b) 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. The District's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.
- (c) The District understands and acknowledges that the above indemnification provision extends to claims against City which arise out of, are related to, or are based upon the actual, alleged or threatened discharge, dispersal, release, saturation or escape of pollutants into the System by the District or any other person in the District's Jurisdiction using the District's wastewater facilities, and any directive to City to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said pollutants, such as any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids or alkalis, chemicals and waste.
- (d) City agrees to indemnify, defend and hold harmless the District and its Board, and each member thereof, and its officers, employees and agents, from and against all claims, damages, losses and expenses, direct and indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from City's sole negligence or willful misconduct in City's performance under this Agreement.

11.2 Limitation of Liability:

Except in cases of criminal negligence or willful misconduct, the Parties shall not be liable to each other in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use or loss of profits or interest costs.

11.3 Insurance:

The Parties shall maintain such insurance as may be required by law and such other insurance, to such extent and against such hazards and liabilities, including, but not limited to public liability, workman's compensation and other liability coverage (such as errors and omissions, products or service liability coverage) as is customarily maintained by municipal entities.

SECTION 12: ASSIGNMENT OF AGREEMENT

The Parties shall not assign or transfer to any third party, the Agreement, or any part thereof, or any right, benefit, obligation, or interest therein or thereunder without the prior mutual consent of the Parties.

SECTION 13: INTERGRATED AGREEMENT

This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and the District with respect to the subject matter of this Agreement. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

SECTION 14: GOVERNING LAW

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the laws and any other instruments having the force of law in the State of California, as they may be issued and in force from time to time including, any decree of the Governor or government of the State of California. The site of any hearing or action, whether arbitration, judicial, or non-judicial, of whatever nature or kind regarding this Agreement shall be conducted in the County of Ventura, State of California. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

SECTION 15: WAIVER

No waiver shall be binding unless executed in writing by the Parties making the waiver in conformity with Sections 8 and 9 of this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provisions or any of the remaining provisions of this Agreement.

SECTION 16: FORCE MAJEURE

“Force Majeure” shall mean any event, beyond the reasonable control of the District or of the City. No delay or nonperformance by either Party hereto caused by the occurrence of any event of Force Majeure shall, (a) constitute a default or breach of the Agreement; or (b) give rise to any claim for damages or additional cost occasioned thereby, if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

SECTION 17: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

[SIGNATURES ON NEXT PAGE]

In witness whereof, the Parties have entered into this Agreement effective January 1, 2023.

CITY OF OXNARD

**CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT**

John C. Zaragoza, Mayor Date

Jared Bouchard, Board President Date

John Mathews, Legal Counsel Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

EXHIBIT A

THE DISTRICT SERVICE AREA

Exhibit A-1 District's Service Area Limit

Exhibit A-2 District's Sewer Connection Detail

LEGEND



CONTRIBUTING JURISDICTIONAL AREA BOUNDARY



PROPERTY LINE OR ROAD RIGHT OF WAY



CONNECTION POINT TO OXNARD COLLECTION SYSTEM



FLOW METER AND SAMPLING LOCATION

**CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT**

PACIFIC OCEAN

LIFT STATION B

23RD AVE

32ND AVE

LEHMAN RD

LIFT STATION A

PATTERSON RD

PLEASANT VALLEY RD

CLARA ST

HEMLOCK ST

CHANNEL ISLANDS BLVD



NTS

**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
SEWER USE AGREEMENT SERVICE AREA LIMITS**

EXHIBIT A-1

LEGEND



CONTRIBUTING JURISDICTIONAL AREA BOUNDARY



PROPERTY LINE OR ROAD RIGHT OF WAY



CONNECTION POINT TO OXNARD COLLECTION SYSTEM



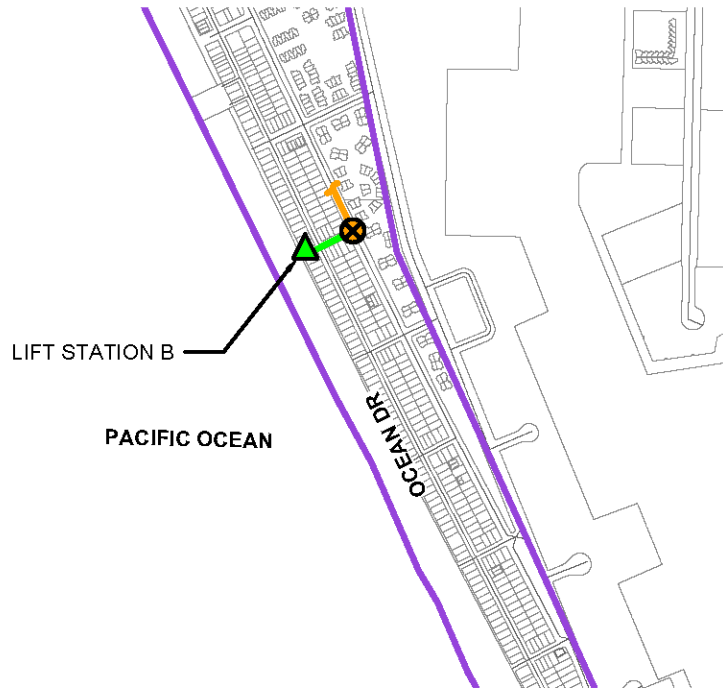
LIFT STATION



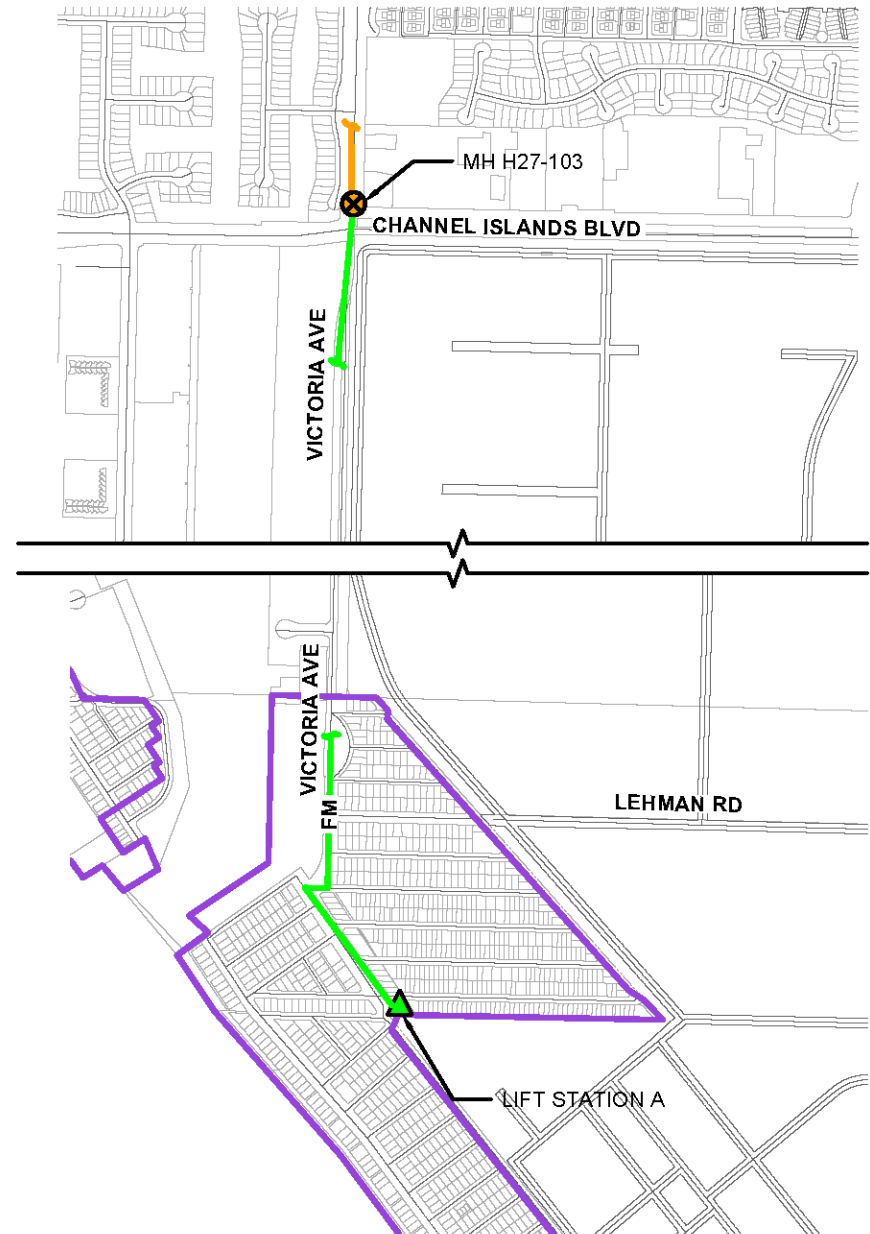
OXNARD COLLECTION SYSTEM



CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
COLLECTION SYSTEM



NTS



CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT SEWER USE AGREEMENT CONNECTION DETAIL

EXHIBIT A-2

EXHIBIT B**PRETREATMENT PROGRAM MULTIJURISDICTIONAL AGREEMENT**

1. The District shall adopt an ordinance that is in conformity with Oxnard City Code Chapter 19, Article I. Sewerage System; Wastewater Disposal.
2. The District designates the City as the agent of the District for the purposes of implementation and enforcement of the Pretreatment Program within the District's Service Area and more commonly known as the Multijurisdictional Agreement.
3. The City, on behalf of and as agent for the District, will perform technical and administrative duties necessary to implement and enforce the Pretreatment Program within the District's Service Area. The City will: (1) issue permits to all industrial users, which shall mean all non-domestic dischargers, required to obtain a permit; (2) conduct inspections, sampling, and analysis; (3) enforce non-compliance pursuant to Oxnard City Code Chapter 19 and provided for in the District's sewer use ordinance; and (4) perform any other technical or administrative duties the Parties deem appropriate. In addition, City may, as the agent of the District, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.
4. The District shall reimburse the City for all costs incurred in implementing and enforcing the Pretreatment Program within the District's Service Area. City shall provide the District with a detailed accounting of all such costs with a monthly invoice.
5. The District shall take whatever action is necessary to ensure the implementation and enforcement of the pretreatment program against its non-domestic users, including, but not limited to, implementing and enforcing its sewer use ordinance on its own behalf and the City's authority. Failure of the District to implement and enforce its sewer ordinance against its non-domestic users shall cause the City to take enforcement action pursuant to Oxnard City Code Chapter 19.
6. New non-domestic users of the District's sewer system shall require the City's review and approval.
7. The District shall provide the City with a comprehensive list of all non-domestic users of the District sewer system. Any changes to the list shall be identified in the Monthly Report.
8. Entitlement to Collected Penalties - All amounts received from a permit holder as a result of enforcement proceedings or special charges recovered shall be credited to City except to the extent The District requests reimbursement for extraordinary staff time and expense incurred in support of any enforcement action.

9. Compensation to the City – the City shall be responsible for invoicing the District for all costs associated with the implementation of the Pretreatment Program in the District’s Service Area. Should a permit holder fail to pay any permit fee, discharge fee or non-compliance fee, the City will pursue all possible means of collection and reserves the right to terminate permit and discharge privileges of the permit holder.
10. The City will invoice all the District’s non-domestic users for the annual wastewater discharge permit fee. In the event of nonpayment, the City may pursue all possible means of collection and reserves the right to terminate permit and discharge privileges of the permit holder. The District agrees to assist the City with collection of the required fees to enforce the Pretreatment Program.

EXHIBIT C

WASTEWATER MONITORING AND REPORTING REQUIREMENTS

1.0 Monitoring

- 1.1 At a minimum, the following constituents shall be monitored at the frequency shown on tables C-1 and C-2.

Table C-1: Monitoring Schedule

Pollutant	Monitoring Schedule	Pollutant	Monitoring Schedule
Ammonia	Annual	Mercury	Annual
Arsenic	Annual	Molybdenum	Annual
Biochemical Oxygen Demand (BOD ₅)	Monthly	Nickel	Annual
Boron	Annual	Oil and Grease (vegetable)	Annual
Cadmium	Annual	Oil and Grease (mineral)	Annual
Chloride	Annual	Selenium	Annual
Chromium	Annual	Silver	Annual
Copper	Annual	Total Suspended Solids	Monthly
Hydrogen Sulfide (dissolved)	Annual	Total Dissolved Solids	Annual
Lead	Annual	Zinc	Annual

Table C-2: Local Discharge Limits

Pollutant	Local Limit (mg/L)	Pollutant	Local Limit (mg/L)
Ammonia	57 mg/L	Mercury	0.05 mg/L
Arsenic	0.13 mg/L	Molybdenum	1.50 mg/L
Biochemical Oxygen Demand (BOD ₅)	800 mg/L	Nickel	0.14 mg/L
Boron	1.86 mg/L	Oil and Grease (vegetable)	250 mg/L
Cadmium	0.013 mg/L	Oil and Grease (mineral)	100 mg/L
Chloride	9,205 mg/L	Selenium	0.49 mg/L
Chromium	0.44 mg/L	Silver	0.06 mg/L
Copper	2.02 mg/L	Total Suspended Solids	1,000 mg/L
Hydrogen Sulfide (dissolved)	0.34 mg/L	Total Dissolved Solids	1,850 mg/L
Lead	0.97 mg/L	Zinc	1.06 mg/L

1.2 The District shall sample for BOD₅ and TSS on a monthly basis served by Lift Station A and Lift Station B at locations mutually agreed to by the Parties. If no agreement is reached by the Parties, then the City shall choose the sampling location. The samples shall be a 24-hour composite sample. The samples shall be composited proportionately in relation to flow.

1.3 Analyses of the required samples shall be conducted in accordance with the most recent edition of "Standard Methods for Examination of Water and Wastewater", jointly published by the American Public Health Association, and the American Water Works Association, and the Water Pollution Control Federation.

1.4 The District shall sample for the constituents listed in Section 1.1 by June 30, of every year.

1.5 Exceedance of any local limit shall require additional sampling, investigation, and compliance.

1.6 Flow shall be monitored and recorded for Lift Station A and Lift Station B for daily and total monthly flow.

1.7 City reserves the right to require additional samples to be collected by the District for analyses of any constituents.

2.0 Monthly Report

2.1 The District shall submit an electronic monthly report by the 14th day of every month. This monthly report shall include:

- (a) Daily and total monthly flows from each connection (LS A & LS B)
- (b) Analytical results for BOD₅ & TSS
- (c) A PDF version and an Excel file with monthly Flow, BOD and TSS data
- (d) Existing and new non-domestic connections
- (e) Any spills or violations for the reporting month
- (f) Any significant changes to the District sewer infrastructure
- (g) Meter calibration certification, if applicable

3.0 Annual Report

3.1 The District shall submit an annual report by July 15 of every year. This report shall include:

- (a) A summary of the monthly reports of the previous year (avg flow data, BOD, TSS)
- (b) Results of all local limit constituents identified in Section 1.0 of this Exhibit.
- (c) Any significant changes to the District's sewer system or infrastructure.
- (d) A summary report on SSOs, spills, and violations.
- (e) The total number and type of connections by classification as of July 1st.

4.0 Additional Reporting & Information Requests

4.1 The District shall submit flow meter calibration reports from a qualified calibration company. Calibrations shall be performed in accordance with the manufacturer's recommendation or every 3 months.

4.2 The District shall submit technical information on all flow meters including brand, model, O&M manuals and other related information.

4.3 The District shall provide a copy of its sanitary sewer system (preferably in GIS format) to the City which shall include pipe location and size, manholes and any other appurtenance location such as pump stations and flow meters.

4.4 The District shall provide a copy of its Sanitary Sewer Management Plan (SSMP) including updates which are required every five years.

4.5 The District shall report all spills to the City, County, and the Los Angeles Regional Water Quality Control Board as required by the most recent sanitary sewer overflows (SSOs) regulations.

4.6 The District shall provide any information required by the State to the City for review and record keeping.

4.7 The District shall provide any other relevant information requested by the City.

EXHIBIT D

RATES, FEES AND CHARGES

1.0 Monthly Wastewater Rates and Charges

1.1 The District shall be billed monthly based on the Regional Monthly User Charge (RMUC) and the City's proportionate share of depreciation and operation and maintenance costs of shared facilities. Shared facilities include: Lift Station A; Lift Station B; Force Main A; Force Main B.

1.2 The current Regional Rates defined in City of Oxnard Ordinance 2907 were developed in 2016 and published in a report dated July 13, 2016. The regional rate is a wholesale rate that was calculated using certain applicable operation & maintenance costs, but did not include debt service.

1.3 Regional Treatment and Disposal Facility User Charge:

The monthly rate for the District shall be calculated by the Regional User Charge Formula as follows:

$$\text{RMUC} = e (\text{Vm}) + f (\text{Bm}) + g (\text{Sm})$$

Where:

Vm = $V (\text{LS A}) + V (\text{LS B}) - V (\text{LS 1}) - V (\text{Victoria Users})$ in millions of gallons

$V (\text{LS A})$ = Metered flow from Lift Station A

$V (\text{LS B})$ = Metered flow from Lift Station B

$V (\text{LS 1})$ = Metered flow from Lift Station 1

$V (\text{Victoria Users})$ = Actual billed sewer use from the users on the west side of S. Victoria Avenue discharging to the Oxnard gravity sewer that flows to LS A.

Bm = monthly biological oxygen demand (BOD) discharge in thousands of pounds as defined in Exhibit C Section 1.2

Sm = monthly suspended solids (SS) discharge in thousands of pounds as defined in Exhibit C Section 1.2

e , f , and g are unit cost coefficients established in Oxnard Ordinance 2907

1.4 Proportionate Operation and Maintenance Costs

- (a) This cost is the City's monthly proportionate share of operation and maintenance (O&M) costs for shared facilities as defined above.
- (b) O&M costs are calculated as follows:

District Budget Line Items	Annual District O&M Expenses FY 2023
Operations & Maintenance	\$100,919
Telemetry	\$35,374
Power	\$22,050
Maintenance Expenses	\$19,487
Salaries & Benefits	\$420,720
Administrative Expenses	\$192,955
Total	\$791,505

District Asset	Percentage of District System *	Proportionate O&M Cost
Force Main A	12.90%	\$102,104
Force Main B	10.80%	\$85,483

District Asset	Percentage of Oxnard Flow Contribution**	Annual Oxnard O&M Cost
Force Main A	10%	\$10,210
Force Main B	53%	\$45,188
	Annual Cost	\$55,398
	Monthly Cost	\$4,617

* Percent of sewer system using foot-inches (L x D)

** AECOM report dated March 21, 2011

- (c) Total monthly Operations and Maintenance charge O&M = \$4,617

1.5 Depreciation Expense

- (a) The depreciation expense (DEP) is the City's monthly proportionate share of depreciation costs for shared facilities as defined above.
- (b) Depreciation costs are calculated as follows:

FORCE MAIN A DEPRECIATION CALCULATION

Asset Valuation						
[A]	[B]	[C]	[D] = [B]/[C]	[E]	[F] = [E] - [A]	[G] = [B] - [D] x [F]
Install Year	Install Cost in 2015	Asset Useful Life	Yearly Depreciation	Current Year	Asset Age	Replacement Cost Less Depreciation
2015	\$1,471,595	50	\$29,432	2023	8	\$1,236,140
Calculation Inputs						
Rate of Return	7.90%	[H]				
Oxnard % Total	10%	[I]				
CIBCSO Total	90%	[J]				
Oxnard Depreciation Calculation						
[K] = [G] x [I]	[L] = [K] x [H]	[M] = [D] x [I]	[N] = [L] + [M]			
Share of Asset	Asset Return	Depreciation	Total Annual Payment	Monthly Charge		
\$123,614	\$9,766	\$2,943	\$12,709	\$1,059		

FORCE MAIN B DEPRECIATION CALCULATION

Asset Valuation						
[A]	[B]	[C]	[D] = [B]/[C]	[E]	[F] = [E] - [A]	[G] = [B] - [D] x [F]
Install Year	Install Cost in 2015	Asset Useful Life	Yearly Depreciation	Current Year	Asset Age	Replacement Cost Less Depreciation
2015	\$1,213,151	50	\$24,263	2023	8	\$1,019,047
Calculation Inputs						
Rate of Return	7.90%	[H]				
Oxnard % Total	53%	[I]				
CIBCSO Total	47%*	[J]				
Oxnard Annual Payment Calculation						
[K] = [G] x [I]	[L] = [K] x [H]	[M] = [D] x [I]	[N] = [L] + [M]			
Share of Asset	Asset Return	Depreciation	Total Annual Payment	Monthly Charge		
\$540,095	\$42,668	\$12,859	\$55,527	\$4,627		

*Per Harbor Area Wastewater Infrastructure Review 2012 - Final Report
This assumes original install pipe was fully depreciated (installed 1966)

- (c) Total monthly depreciation charge DEP = \$5,686

1.6 Total Monthly Bill Calculation

- (a) The District's monthly sewer bill shall be calculated as follows:
 - RMUC - O&M - DEP
 - RMUC - \$4,617 - \$5,686
 - RMUC - \$10,303

1.7 Updates to Rates Fees and Charges

- (a) All rates, fees and charges will be reviewed and updated accordingly on an annual basis

2.0 Pretreatment Program Fees and Charges

Monthly charges for management and implementation of the Pretreatment program will be based on actual time and materials and will include labor, material, laboratory services, rental equipment, contracted services, and any other cost directly related to the management of the program. An itemized invoice will be sent to the District every month based on expenses from the previous month.

EXHIBIT E

SPECIAL SERVICE AREA CONDITIONS

The District and Oxnard currently share certain wastewater facilities including Lift Station A, Lift Station B, Force Main A and Force Main B. The City is currently completing a capital project to remove Oxnard wastewater from discharging to Lift Station B. The project is currently planned for completion by the end of 2023. When this project is completed, the billing procedure identified in Exhibit D will be updated.



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

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Professional Services Agreement No. 32300020 with Raftelis Financial Consultants, Inc. for a Wastewater and Environmental Resources Rate Study.

RECOMMENDATION

That the City Council approve and authorize a Professional Services Agreement with Raftelis Financial Consultants, Inc. (Raftelis), in the amount not to exceed \$275,000 for a term ending June 30, 2024, for a cost of service analysis and rate study for the Wastewater and Environmental Resources Divisions.

(This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(1) in conjunction with title 14 of the California Code of Regulations section 15268).

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

BACKGROUND

A cost of service study is an analysis in which the total cost to provide a utility service is spread or allocated to various customer classes of service. More particularly, this study is an analysis based on various data, such as historical and anticipated future costs, which allocates the utility's costs to its customer classes as fairly as possible based on their consumption patterns. Cost of service studies provide useful information to a utility as part of the traditional planning process. These studies provide detailed cost information necessary for designing rates, showing cost differences among rate classes, unbundling rates into separate functional components, pricing special services, developing economic development incentives, responding to customer rate inquiries, and can be a good reference when recommending policies.

Most utilities use these studies as a guide for designing rates, to ensure that each rate class pays its fair share of the utility's costs. Utilities should initiate this study periodically to assess whether the existing rates are sufficient to recover utility costs and margins. This will help the utility to remain financially sound and promote equity among the utility customers. Consultants are normally brought in to conduct these studies because of their broad background in the utility industry and their extensive experience conducting these studies.

Wastewater

The Oxnard Wastewater Treatment Plant (OWTP) is a regional plant with a permitted treatment capacity of over 31 million gallons per day. The OWTP provides wastewater treatment to the City of Oxnard, City of Port Hueneme, Channel Islands Beach Community Services District, unincorporated areas of Ventura County, and two (2) naval bases.

In 2017, a rate study was completed by Carollo Engineers to establish wastewater rates capable of supporting the OWTP operational, capital, and debt service requirements. The goals of the study included: having targeted reserve levels; meeting bond requirements; increasing the resilience of utility finances to address unexpected demands of the wastewater operation; and to provide funding for Phase 1 and Phase 2 of the capital improvement plan. As a result of the rate study,

the wastewater rates were increased over the next 5 years, ending on January 1, 2021.

Environmental Resources

The City's Environmental Resources Division (ER) is responsible for providing collection, transfer, disposal, and container maintenance to approximately 37,000 single-family residences, approximately 15,000 multi-family living units, and commercial establishments throughout Oxnard. Residential refuse, organic waste, and recycling collection services are provided weekly. Businesses and multi-family communities are primarily serviced by front load dumpsters with pickups available six days per week.

In addition to scheduled weekly services, other collections provided by ER include neighborhood clean-up events, bulky waste drop-off collection, 311 program to clean up illegally dumped debris, curbside special collections, temporary dumpster rentals, and household hazardous waste.

In addition, the City's ER Division owns and operates the Del Norte Regional Recycling and Transfer Station (Del Norte Facility). In FY 2021-22 ER was responsible for a year-end actual of 319,619 tons of material. Of that, the Del Norte Facility received, processed and transferred 293,987 tons of municipal solid waste, source-separated recyclables, and organic waste from permitted waste haulers and self-haulers of western Ventura County including all material collected by ER from its residential and commercial sanitation/recycling collection routes in Oxnard.

Based on the last rate study for ER completed by Black and Veatch in May 2012, City Council approved Ordinance Number 2861 "Readopting and Establishing Solid Waste System User Fees and Charges" which implemented a two-step rate increase of one percent (1%) effective on October 1, 2012, and one percent (1%) on January 1, 2013, for standard service collection. Since this date, no formal cost of service study has been completed for the refuse utility; subsequently, no further refuse rate changes have occurred.

DISCUSSION

On July 15, 2022, the Purchasing Department released a Request for Proposal PW 23-03 for a Rate Study for the Wastewater and Environmental Resources Divisions. This solicitation closed on August 5, 2022, where a total of two (2) proposals were received from Raftelis Financial Consultants, Inc. (Raftelis) and NewGen Strategies and Solutions LLC. An evaluation team consisting of the following Public Works staff; Public Works Director, Assistant Public Works Director, Wastewater Division Manager, Management Analyst, and Material Recovery Facility Manager reviewed all proposals and Raftelis was determined to be the most qualified based on the evaluation criteria in the request for proposal. Evaluation criteria consisted of the qualifications of the proposer's project team, proposer's past performance with similar projects, rate methodology, level of effort, and cost.

Wastewater

As a result of the previous rate study and subsequent Council approved rate increases, the wastewater finances are markedly improved. The City's rating from Standard and Poor's Global Ratings (S&P) on the wastewater fund increased from "A-" to "A" from calendar years 2021 to 2022. Operation and maintenance costs, capital improvement funding, debt service and reserves are all meeting stated requirements, plans and goals. The primary focus of the proposed rate study is to evaluate the rate structure which was adopted many decades ago. Specifically, the rate study will assess our current rate structure for fairness, simplicity, and clarity. In addition, the study includes an evaluation of fees, charges and penalties which have not been updated in many years. Finally, a benchmarking study will be completed which will compare wastewater rates, charges and fees with other cities in Ventura County and three similar systems in the state.

Environmental Resources

ER is an established self-supporting enterprise fund. Revenues are derived primarily from sanitation/recycling collection charges, waste tipping fees, and recycling commodities sales from the Del Norte Regional Recycling and Transfer Station that is owned and operated by the City. Together, these derived primary revenues must be adequate to fund the Solid Waste Enterprise Fund's operations, debt service, capital improvements, and must meet reserve fund targets.

As previously stated in this report, the last rate increase for standard service collection was one percent (1%) effective on

January 1, 2013. Since then, operating costs have risen for labor, fuel, supplies, equipment maintenance and replacement, processing and disposal, and internal service charges. Revenues derived from user fees and charges are also needed for maintaining reserves as specified in Council Resolution No. 15,595 adopted from the annual budget FY 2022-23 that establishes financial management policies.

New operational costs have emerged due to the compliance of meeting mandates under California State requirements of AB 341, AB 1826, and SB 1383 to develop, implement and maintain the City's mandatory commercial organics and recycling compliance programs.

The goal of this rate study is to independently assess and evaluate the City's solid waste rates and charges, and to provide recommendations for future solid waste rates and rate structures. The objective of this study is to develop a rate structure that will adequately fund the City's Solid Waste Enterprise Fund's future operation and maintenance, capital projects, debt service and reserve balances while minimizing cost to the users as much as is reasonably possible.

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 cost for this agreement with Raftelis, in the amount not to exceed \$275,000, will be funded from existing appropriations in the approved FY 2022-23 budget from the Wastewater Operating Fund 611 (account 6113614-53200) and from the Environmental Resources Operating Fund 631 (account 6313630-53200). Funding for the subsequent fiscal year will be requested in the FY 2023-24 recommended budget.

Estimated Rate Study Spending plan				
Division	Account	FY 22-23	FY 23-24	TOTAL
Wastewater	6113614-53200	\$49,127	\$73,691	\$122,818
Environmental Resources	6313630-53200	\$46,892	\$70,338	\$117,230
As- Needed Support	Various	\$13,981	\$20,971	\$34,952
TOTAL		\$110,000	\$165,000	\$275,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on November 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Agreement No. 32300020

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: December 20, 2022
- (2) Consultant: Raftelis Financial Consultants, Inc.
- (3) Services: Wastewater and Environmental Resources Divisions Rate Study Consulting Services
- (4) Schedule of Services: "See Schedule of Services Exhibit"
- (5) Agreement Ending Date: December 31, 2023
- (6) Total Agreement Amount: \$275,000
- (7) City's Project Manager: Brian Yanez, Assistant Public Works Director
- (8) Consultant's Project Manager: Steve Gagnon, Senior Manager
- (9) Insurance Coverage: INS- B
- (10) Addresses for Notice:

FOR CONSULTANT:

Raftelis Financial Consultants, Inc.
Union Bank Plaza
445 S Figueroa St. #2270
Los Angeles, CA 90071
Attn: Steve Gagnon, Project Manager

FOR CITY:

City of Oxnard
Public Works Administration
305 W Third St., East Wing, Third Floor
Oxnard, CA 93030
Attn: Brian Yanez, Assistant Public Works Director

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

Steve Gagnon, sgagnon@raftelis.com

CITY'S PROJECT MANAGER:

Brian Yanez, brian.yanez@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
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 may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

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, 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.

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 Claims caused by the negligence, gross negligence or willful misconduct by Consultant in performance of this Agreement, or the uncured breach with any of the material terms 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, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding.

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

RAFTELIS FINANCIAL CONSULTANTS, INC.

Jennifer Yates,¹
Purchasing Agent

Date

Pieffer Brandt,
President/CEO

Date

ATTEST:

Jessica Jasso
Corporate Secretary

Date

Rose Chaparro, CITY Clerk
(only if Mayor authorizes)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, CITY
Attorney (always required)

Date

¹ The City Council must authorize any agreement over \$200,000 annually. The City Manager may authorize any agreement over \$100,000 up to \$200,000 annually. The Purchasing Agent may authorize any agreement up to \$100,000 annually. All agreements shall be executed by the Purchasing Agent.

SCOPE OF SERVICES EXHIBIT

This project shall consist of all the tasks necessary for development and implementation of a new rate structure for each of the two City of Oxnard utilities (Solid Waste and Wastewater). Through the development of updated rate structures, the City is intending that rate studies for the respective division be separated into standalone reports, so if needed, can be staggered in implementation and/or presentations. The tasks for each respective utility shall include but not be limited to:

Task 1 - Project Management-

(The following subtask shall be completed as part of Task 1)

1. Project Management - Consultant shall address the management and administrative responsibilities associated with project initiation, schedule, budget control, monthly invoicing and progress report preparation, internal team coordination, and coordination with the City. Monthly invoicing shall include a transmittal letter summarizing the budget, schedule; work completed to date and anticipated work in the upcoming month. Detailed labor back-up shall be provided.
2. Schedule Development- Consultant shall develop a schedule for the study in a manner that, if needed, can be implemented in a way that individual utilities can be prioritized, i.e. the City and Consultant can choose to work on one or both of utilities at any one time. Currently the City is prioritizing the rate studies in the following order: Solid Waste followed by Wastewater.
3. Meetings – The following meetings should be assumed:
 - a. Kick-off meeting to verify scope, review schedules, discusses information needs and communications and any other related project issues.
 - i. Discuss City's Project Drivers
 - ii. Introductions between City staff and consultant s Project Team
 - iii. Identify areas of concern or key issues and confirm study goals and objectives
 - iv. Finalize the work plan and schedule
 - v. Discuss the City's rate objectives
 - vi. Discuss the data request and any additional data requirements
 - b. Monthly status meetings – Consultant shall assume six **virtual** meetings per utility.
 - a. Consultant and City Shall discuss data needs, schedule, and any City decisions needed to move forward.
 - c. Public Relations and Outreach meetings - Consultant shall assume up to six meetings per utility.
 - d. Draft and final report review meetings
 - e. Attendance and presentation at City Committee meetings and the City Council meetings - Consultant shall assume up to 6 totals.
4. Quality Assurance/Quality Control (QA/QC) – The consultant shall develop a QA/QC plan for the review of all deliverables. Performed at two project milestones: 1) at the completion of the financial plan and 2) after the completion of the cost of service and rate design. Our quality assurance/quality control (QA/QC) program is as follows:
 - a. **Built-In Model Checks:** 1) Ties to Total Operating Budget; 2) Revenue requirement check to ensure rates are collecting the right amount of revenue derived from the financial plan; and 3) Revenue proof to ensure rates are designed to collect the total revenue requirement.
 - b. **Project Manager Review:** The Project Manager shall review each model worksheet at each project milestone.
 - c. **Senior Consultant Review:** A Senior Consultant, who is not involved with the project, shall perform a complete model review. This review includes both modeling integrity and adherence to common rate-setting practices. Analysts not involved with the project provide a fresh perspective.

Deliverables – Monthly invoices, meeting minutes, schedule variations based on prioritization, and QA/QC plan, verification, and required presentations

Task 2 - Information Review and Data Collection

1. Consultant shall submit a request for information (RFI) and review information from the City including, but not limited to:
 - a. current and future flow/usage projections
 - b. population projections
 - c. current and future planned development
 - d. sphere of influences
 - e. customer billing information
 - f. five (5) years of revenues and expenses
 - g. City financial policies
 - h. current ordinances
 - i. debt documents
 - j. capital improvement program
 - k. historical rate studies
 - l. current and future capital improvement plan and funding
 - m. regional agreements
 - n. and any other related information needs
 - o. current programs and future programs

Deliverables – Technical Memo summarizing information review and any discrepancies or missing information. RFI

Task 3 - Financial Plan and Revenue Requirements

1. Consultant shall determine future revenue requirements to sufficiently fund each utility's operations and maintenance (O&M), capital replacement and refurbishment (R&R) program, capital improvement plan, debt service requirements, and reserve funding. To ascertain the utility's financial condition, Consultant shall evaluate current and projected revenues, water usage, expenses, and the appropriate use of debt. For capital investment, Consultant shall incorporate the City's most recently completed Master Plans and Capital Improvement Program documents in the financial plan to ensure that the utility can fully fund capital needs throughout the planning horizon. Consultant shall provide revenue requirements over a 10-year planning horizon. Doing so illustrates future rate impacts and potential challenges to the City's financial health so the City can plan expenses, reserve balances, or capital project scheduling to smooth rate impacts.
2. Develop and provide an easy to use rate model in Microsoft Excel and train staff how to use it. User friendly flexible model shall include a financial plan dashboard with the following features:
 - a. Flexibility to change many assumptions such as Water or Wastewater use, Tonnage Generation, Fleet Replacement Cycle, CIP levels, Revenue Adjustments
 - b. Error flagging and problematic results such as failure to meet Debt Coverage, below target reserves, etc.
 - c. Sensitivity analyses and various "what-if" scenario assessments, so that impacts can be viewed instantaneously with built-in screen graphics
 - d. Evaluate cost of service rate adjustment options over an extended planning period
 - e. Recommend a 5 year rate adjustment strategy to establish cost of service rates

- f. Reserve analysis must be part of the rate model

Deliverables – Technical Memo summarizing the results of the wastewater revenue requirements. Assumptions should be clearly identified. Consultant shall draft a financial planning model in Microsoft Excel. Consultant shall hold up to two webinars to review assumptions and finalize the financial plan with which to calculate rates. Budgeted for a half-day webinar to train (4 hours) staff on model use.

Task 4 - Cost-of-Service Analysis

The consultant shall develop an Excel spreadsheet (or equivalent) tool that incorporates the results of Tasks 3 and 4 and allows for the evaluation of alternatives. The cost of service tool shall include at a minimum estimated revenue requirements for the next five years, cost allocations, customer class allocations, debt service, capital improvements and comparison of existing to new proposed rates.

1. **Functionalizing** revenue requirements to functions. For example, typical water functions include supply, treatment, pumping, storage, distribution, meter reading, and customer service. Solid waste functions would include collection service type and materials management functions at the Del Norte Recycling and Transfer Station. The other utilities have different functions.
2. **Allocating** those functions to cost causative factors, which are specific to each utility. For example, supply, base costs, max day, and max hour costs for a water utility. Solid waste factors may include, but not limited to, quantity of waste and collection routing requirements.
3. **Distributing** cost components to customer classes based on how customers use the services of each utility

Deliverables – Cost of Service tool, Technical Memo describing the use of the tool, assumptions and alternatives. Consultant shall provide Cost-of-service analysis in Microsoft Excel. Webinar if needed

Task 5 - Five-Year Rate Design and Calculation

Rate model shall consist of the following three modules:

Financial Planning Module - Task 3
Cost-of-Service Module - Task 4
Rate Calculation Module - Task 5

The rate model shall include a summary of customer bill impacts of the proposed rate structure. Consultant shall graphically illustrate customer bill impacts at different usage levels and/or meter sizes. This tool has proven particularly useful for public outreach and during the Proposition 218 process. Consultant shall also illustrate class-wide impacts based on consumption through a dollar impact distribution graph.

General services provided by the utilities to all customers should be evaluated and incorporated into the rate model as allowed by codes, regulations, and law. Additionally, review and recommendations for rate assistance programs should be analyzed. Consultant shall meet and discuss with staff from each utility to identify general services provided and assistance programs.

Specific items to be included in rate design development for respective divisions include but are not limited to:

1. The consultant shall evaluate alternatives to the existing rate designs. The annual costs of providing services should be allocated among customer classes commensurate with their service requirements. In this step, costs are identified and allocated to cost components and distributed to respective customer classes according to the industry standards. An analysis shall be completed for the following:
 - a. Evaluation and comparison of Rate Structure options

- b. The use of the User Charge Formula for Regional and Industrial Customers vs. Residential Customers (Wastewater only)
 - c. Minimum Monthly Charges
 - d. Recommended Reserve amounts
2. Bill Impacts - The Consultant shall determine the potential financial impact on customers that result from the proposed rate structures. The model shall include a series of tables and figures (graphs) that show projected rate impacts on different types of customers at various use levels and meter sizes. Class-wide impacts shall be illustrated via a dollar impact distribution graph.

Solid Waste

- a. Cost of service analysis for each of the services provided and each of the waste streams
- b. Analysis of residential cart system to determine most efficient cart size (64-gallon or 96-gallon) for standard and variable residential curbside service
- c. Container size, type, and useful life
- d. Equity of rates between customer classes for different types of services provided, and types of waste disposed of.
- e. Cost impacts to implement California State mandates of recycling compliance programs: AB 341, AB 1826, AB 827 and SB 1383.
- f. Customer user fees for tipping waste at the Del Norte Regional Recycling and Transfer Station
- g. Identify and separately study non-Proposition 218 fees related to the operation of the Del Norte Regional Recycling and Transfer Station
- h. Analysis of technology and tools
 - i. Electronic work order system
 - ii. GIS mapping
 - iii. Routing/rerouting system
 - iv. Solid waste software
- i. Refuse vehicle replacement program
- j. Analysis of street sweeping costs associated with refuse collection
- k. Operation and maintenance of vehicles consisting of dump trucks, tractor trailers, front loaders, side loaders, trash/recycling trucks, tipper trailers, flatbed trucks, forklifts, etc.
- l. Operation and maintenance of transfer station.
- m. Operation and maintenance of a Buyback Center for Household Hazardous Waste.
- n. Negotiations with recycling vendors on commodity prices.
- o. Transportation of solid waste to the landfill or recycling vendors.
- p. Research, evaluate, and implement various waste diversion methods.
- q. Citywide Neighborhood Bulky Item Drop-Off Days
- r. Del Norte Drop Off-Days
- s. Citywide street sweeping.
- t. Write and execute waste diversion grant projects.
- u. Maintenance and repair of solid waste equipment, including trash/recycling collection containers (carts), dumpsters, roll-offs cardboard compactor, plastic film baler, etc.
- v. Coordination of special trash and recycling collection programs for neighborhood events, block parties, and special trash and recycling collection requests by delivering and removing trash/recycling carts, dumpsters, or roll-off containers.
- w. Special collection of bulky items.
- x. Review commercial trash and recycling service requests, determine service needs, and coordinate account set-up with the Finance Department.
- y. Create and distribute education materials for waste diversion.

- z. Collect and recycle holiday trees annually.

Solid Waste Rate Design Considerations

Consultant shall identify funding requirements of the solid waste system considering Operating, Capital, Container Fleet, Regulatory Compliance, and other solid waste related funding requirements. Through task 4 consultants shall functionalize the costs by type of service and by class of customer. The cost allocation may functionalize costs around new services as may be required for regulatory compliance. Task 5 shall focus on balancing the cost-of-service with other rate design objectives of the City with the proposed rates. The rate design may consider the development of new fees for service. This task shall consider the recently completed solid waste capital recovery and connection fee study.

Wastewater

- a. Tiered rate versus single rate for single and multi-family units
- b. The use of the User Charge Formula for regional and industrial customers vs. a single flow based charge with surcharges
- c. The percentage of wastewater returned to the sewer based on customer class and water meter usage

Wastewater Rate Design Considerations

Consultant shall discuss the pros and cons of the current (volumetric) rate structure with City Staff; as well as, provide alternatives to the formula for industrial customers and review/calculate return to sewer factors.

Deliverables – Consultant shall provide Rate Model in Microsoft Excel as well as a technical memorandum discussing the pros and cons of each rate structure. Consultant shall provide up to three virtual web meetings with City staff to review rate results.

Task 6 - Fees, Charges and Penalties

Wastewater

The consultant shall review current rates, fees and charges and propose modifications and additions. Specifically, it is desired that the Pretreatment Program becomes self-funded. Current annual fees have not been modified for nearly 20 years. Fees and charges to be evaluated are annual program fees, late fees, surcharges, penalties for permit violations and other identified charges based on program costs. A connection fee study was recently completed and should be reviewed.

Solid Waste

The consultant shall review current rates, fees and charges and propose modifications and additions related to Solid Waste operations. Specifically, it is desired that the state mandates from AB 1826 and SB 1383 non-funded mandates and compliance orders be reviewed. Fees and charges to be evaluated are program fees, late fees, surcharges, penalties for go backs and other identified charges based on operational costs.

Consultants approach shall be as follows:

1. Interview staff to determine the stand-alone process for service provision. Determine and identify the specific labor, materials, equipment, and other applicable costs required for the miscellaneous solid waste fees, charges, and penalties. Evaluation shall consider the impacts from compliance with SB 1383 as it relates to the fees, charges, and penalties considered in this task. Regulatory costs associated with compliance with SB 1383 and other applicable regulations are considered in prior tasks as it relates to the principal charges for service.

Deliverables – Consultant shall provide a Technical Memo Cost of Service tool for the pretreatment program and solid waste fees in Microsoft Excel. Memo shall describe the use of the tool, assumptions and alternatives by reviewing the methodology and calculation of the fees and how to use the calculation to update the fees. Two web meetings or as/if needed meetings to discuss Pretreatment Program and Solid Waste related fees, charges, and penalties.

Task 7 – Benchmarking (Rate Survey)

The consultant shall complete a benchmarking study to compare current and proposed rates and rate structures, fees, charges and penalties with all municipal utilities in or operators serving Ventura County and three (3) mutually agreed on similar utilities in California. Comparable utilities in California shall be similar in population sizes served, treatment type, and operational volume

1. Consultant shall customize research from the California and Nevada rate survey to include agencies that are similar in size and in Ventura County. Consultant shall prepare a report summarizing the research which includes the prevalence of each rate structure. To the extent practical propose mirroring entities surveyed for the wastewater system with that of the solid waste system unless otherwise directed by City staff. Consultant shall confirm the benchmarking survey criteria and entities with City staff prior to commencing the task.

Deliverables – Technical Memo describing the benchmarking approach, details on the comparable utilities and comparison of different customer classes at current and proposed new rates. Benchmarking results shall be provided in the rate model and be used in presentations to staff, Council, and the public.

Task 8 - Ordinance Review and Update

The consultant shall provide a digital update of the current respective Oxnard Utility rate ordinances clearly showing recommended modifications using track changes (or equivalent) as necessary for the implementation of the final rate structure, fees, and policies as a result of the Rate Study.

Deliverables – Red-lined Oxnard rate ordinances

Task 9 - Public Outreach, Facilitated Stakeholder Workshops, City Council & Committee Meetings, and Public Hearing

1. Prepare reports and present findings and rate/fee recommendations to City staff.
2. Incorporate any City comments and finalize the report.
3. Prepare rates, reports, and findings to present at a public workshop.
4. Assist City staff with developing the annual rate review which incorporates conditional, automatic adjustments into the rate review options, based on a number of accepted variables (triggers) in compliance with Proposition 218.
5. Prepare staff reports and PowerPoint presentations to present rates and rate study to Commissions, Inter-Neighborhood Council Organizations, stakeholders, City Council
6. Committees and City Council meetings at a Public Hearing in collaboration with staff. - assume up to 10 meetings total.

Key Influencer/Stakeholder Engagement Workshop Facilitation

Consultant's strategic communications team shall consult with the City to facilitate a key influencer/stakeholder engagement workshop per utility, ideally before the rate study results are finalized and presented at the various outreach meetings. Facilitators shall establish clear contexts for all deliberations, create an environment where all

parties are comfortable, listen actively, evoke the creativity of the group, ask appropriate questions, and assess progress. Above all the facilitator's role is to ensure decisions are made when necessary to keep the workgroup moving forward and ensure meeting process and outcomes. As facilitators, consultants shall provide a workshop agenda, PowerPoint presentation, and a summary report for consideration in the final rates and fees recommendations. As proposed, the City shall coordinate logistics for a workshop location and provide materials such as a projector, screen, flipcharts, markers, etc.

Public Outreach Meetings

Consultant shall present at public outreach meetings to inform the public about the need to adjust rates. Presentation(s) shall be reviewed by award-winning communications staff who are experts at developing clear, compelling, and consistent messages that build awareness and support with stakeholders. Feedback received from key stakeholders in these meetings will help guide the overall direction of the studies and inform the methodologies and options ultimately selected for the final rate proposals.

City Council & Committee Meetings and Public Hearings

Consultant shall present at public hearings to summarize the rate studies to the public and City Council including identifying the need for increased revenue and the cost/rate nexus and answer questions as directed by City Staff.

Deliverables – Presentations in PowerPoint, Agendas for each meeting and meeting minutes. Workshop Facilitation, PowerPoint, Agenda, Summary Report.

Planned Meetings: Based on a staggered solid waste and wastewater rate study consultant assumed a total of 24 meetings:

- a. 1 influencer/key stakeholder engagement workshop for solid waste
- b. 1 influencer/key stakeholder engagement workshop for wastewater
- c. 5 public outreach meetings for solid waste
- d. 5 public outreach meetings for wastewater
- e. 6 Council/Committee meetings for solid waste
- f. 6 Council/Committee meetings for wastewater

Two public hearings are incorporated into the council meetings for a total of 24 meetings.

Task 10 - Proposition 218 Public Hearing Notice Preparations

Consultant shall prepare the public hearing notice as required Proposition 218. Consultant shall prepare a draft notice for review and incorporate comments into the final notice. The City shall mail the notice to all customers of record.

Consultant shall provide the following:

1. Prepare the public notice for the wastewater and solid waste enterprise. Assumed two separate public hearing notices to accommodate staggered schedules.
2. Consultants Proposition 218 notifications go beyond the minimum dictated by statute to deliver visually appealing pieces that customers want to read. Consultants in-house Strategic Communications Services is a team of accredited communications experts who have spent decades in utility and public sector communications as consultants and leaders of public affairs programs for large and small agencies across the country.
3. Consultant's team specializes in providing strategic communications counsel, public engagement, and community involvement, and shall provide the City with guidance, structure, strategies, tools, and tactics to communicate clearly and broadly to customers and key stakeholders.
4. Consultant shall match the City's established brand guidelines and design custom graphics to support clear, positive messaging that will be woven into the piece.

5. Consultant shall deliver final press-ready PDFs for the City to print and mail notices to all parcel owners and customers of record.

Deliverables – Draft Proposition 218 Public Notice PDF file; final Proposition 218 Public Notice. Draft notification language for City legal counsel’s review/approval, designed notice with two rounds of revisions per notice, and final bilingual (translated by the City) press-ready PDFs.

Task 11 - Draft and Final Report

The consultant shall develop a draft staff report and final comprehensive report that includes an executive summary and summarizes the study with detailed analysis in attachments or appendices for each individual utility. City staff shall provide review comments on the draft report that will be incorporated into the final report.

In addition, any spreadsheets or computer programs developed as part of this project shall be provided to the City of Oxnard for future use. The consultant shall provide training or provide a training manual to City Staff members on the logic used to develop the spreadsheets or program and its use.

Consultant shall:

1. Seek City Council direction, through a PowerPoint presentation, prior to completing a draft report. This is to avoid major report rewrites as City Council can often provide input that redirects the studies changing the rates report text.
2. Prepare a stand-alone draft report for each utility including an executive summary and walk the reader through the complete rate derivation. The report will discuss the basis and assumptions concerning the development of the financial plan and describe all rate design assumptions and methodologies for the proposed rates. Upon providing City staff sufficient time to review and provide comment, the consultant shall incorporate applicable revisions. The report will include supporting data from the model to address the requirements of Proposition 218.

Deliverables – Report outline, draft report and final rate study report in Microsoft Word. The financial model and report shall become property of the City. Budgeted for a half day webinar to instruct staff on model use.

Task 12 As-Needed Support

Additional as-needed support related to the development and implementation of updated rate structures. All work under this task must be pre-authorized by designated City Representative

Optional Tasks

Strategic Communication Plan

1. Conduct research, situation analysis, and environmental scan of current issues and communications landscape that may impact customer rate change acceptance.
2. In conjunction with City staff perform stakeholder identification and interest/influence mapping exercise to ensure key influencers are connected to the communication process while identifying the communication needs of any special populations.
3. Develop a messaging platform for internal and external audiences and provide information and context for why rates may be changing, information about how the increases will benefit customers and how the results will be implemented, and examples of typical customer impacts.
4. Provide a strategy for using the City's website, social media, printed and electronic materials, bills, direct mail, newsletters, and staffing resources if/where available.

Communication Collateral – Development and Design

Key messages developed as part of the strategic communications framework come to life when woven together into powerful communications pieces by strategic communicators and professional graphic designers. Visual representation of proposed changes in an easy-to-understand and accessible format significantly improves customer understanding of rate structure changes that may impact customer bills.

1. Consultant shall develop a suite of communications pieces to assist with communicating rate and rate structure changes in print, online, or in person. This task can include the development of a mix of info graphics, fact sheets, bill stuffers, presentation slide decks, FAQs, talking points, website copy, social media content, explainer videos, news releases, etc. Materials can be translated as needed in Spanish and Tagalog.

Deliverables - To be determined in collaboration with staff

RATES AND COSTS EXHIBIT

Task	Lab Effort (Hours)	Fee Estimates (\$)
Project Management, Kick Off Meeting, Status Meetings and QA/QC	76	\$22,300
Information Review and Data Collection	24	\$5,720
Financial Plan	80	\$19,270
Cost of Service Analysis	86	\$21,850
Five Year Rate Design and Calculation	82	\$20,320
Miscellaneous Fees, Pretreatment Program Charges and Penalties	74	\$17,290
Benchmarking (Rate Survey)	24	\$5,450
Ordinance Update	28	\$6,520
Public Outreach, City Council & Committee Meetings and Public Hearings (assumes staggered studies)		
Key Influencer / Stakeholder Workshop	31	\$9,030
Public Outreach Meetings	117	\$38,171
City Council & Committee Meetings Including Public Hearing	122	\$39,312
Proposition 218 Public Notice Preparation (assumes one per utility)	36	\$7,940
Reports and Model Training	115	\$26,875
As Needed Support	0	\$0
Total Fees	895	\$221,375
Total Expenses	-	\$18,673
Total Fees & Expenses	-	\$240,048

Optional Tasks		
Strategic Communication Plan	-	\$10,000
Communication Collateral -Development and Design	-	\$1,500-\$10,000

SCHEDULE OF SERVICES EXHIBIT

<u>Task</u>	<u>Schedule</u>
Task 1	December 2022 - November 2023
Task 2	January 2023 - February 2023
Task 3	January 2023 - March 2023
Task 4	February 2023 - April 2023
Task 5	March 2023 - April 2023
Task 6	March 2023 - April 2023
Task 7	April 2023
Task 8	August 2023 - September 2023
Task 9	April 2023 - November 2023
Task 10	April 2023 - November 2023
Task 11	June 2023 - July 2023
Task 12	To be Determined

INSURANCE EXHIBIT

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.6

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Phoenix Group Information Systems Agreement (A-8504).

RECOMMENDATION

That the City Council approve and authorize the Mayor to sign an agreement with Phoenix Group Information Services ("Phoenix Group"), for three (3) years, with a total agreement amount not to exceed \$810,000, for parking citation processing, administrative citation processing, and security alarm licensing management services.

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

BACKGROUND

The purpose of this agreement is to expand the scope of services with the Phoenix Group to process parking citations, administrative citations, alarm permits, and manage false alarm billings. The Phoenix Group has been performing citation processing duties for over 30 years. They provide services to over 240 agencies and public entities in California. Some of the California cities currently contracting with Phoenix Group include Arcadia, Del Mar, Irvine, and Westminster.

The Police Department conducts parking enforcement throughout the City, and issues parking citations for various violations of the Oxnard City Code and the California Vehicle Code. When fully staffed, Police Department employees issue about 35,000 parking citations per year. With the adoption of the Police Alarm Ordinance in 2019, the gross amount billed for false alarm responses has been approximately \$1.3 Million. Having a means to promote responsible security alarm ownership is important to public safety, as it has reduced police responses to false alarms by approximately 45% since the Police Department's false alarm reduction strategy was implemented in 2019.

The Phoenix Group was selected through a Request for Proposal ("RFP") process. There were four (4) vendors who responded to the RFP. A committee reviewed the proposals on the following criteria: services offered, detail and thoroughness of proposal, cost comparison, customer service, customer satisfaction, and compliance with current state laws and regulations. Based on the reviewed criteria, the committee selected the Phoenix Group. The Phoenix Group currently processes the Department's parking citations and administrative citations. The new agreement will incorporate alarm permitting, false alarm management, and billing. The Phoenix Group utilizes their proprietary software, *False Alarm Management Solutions* ("FAMS"), to greatly increase the accuracy of the call data to help reduce the number of calls for service to false alarm calls. This, in turn, will keep officers available to handle emergencies and other calls for service. Having increased officer availability lends towards the City Council's priority of "maintaining 9-1-1 response times."

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 \$810,000 value of the agreement with Phoenix Group is approximately \$270,000 annually. There is sufficient funding in the current FY2022-2023 operating budget for the cost of six months (January-June 2023) in the General Fund Police budget (Patrol 1012111-53200 for \$105,500 and Animal Safety 1012113-53200 for \$17,500) and General Fund Code Compliance (1014103-53200 for \$12,000). Future years' funding will be included in the recommended budget for each fiscal year.

COMMITTEE OUTCOME

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

Prepared by: Delia Campbell, Police Finance Manager

ATTACHMENTS

1. Phoenix Group Agreement A-8504
2. Phoenix Group 2022 Presentation PP

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: January 1, 2023
- (2) Consultant: Phoenix Group Information Systems
- (3) Services: Parking Processing, Civil Citation Processing and Alarm Management Services
- (4) Schedule of Services:
 - “See Schedule of Services Exhibit, which is attached hereto and incorporated herein,”
- (5) Agreement Ending Date: December 31, 2025, with two (2) additional one (1) year option to renew.
- (6) Total Agreement Amount: \$810,000
- (7) City’s Project Manager: Jose Diaz
- (8) Consultant’s Project Manager: Robert T. Murphy
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

2677 North Main Street #440

Santa Ana, CA 92705

Attn: Robert T. Murphy, President

*CONSULTANT’S PROJECT
MANAGER EMAIL:*

BOBM@phxgis.com

FOR CITY:

251 South C Street

Oxnard, CA 93030

Attn: Jose Diaz, Police Sergeant

*CITY’S PROJECT MANAGER :
EMAIL:*

Jose.diaz@oxnardpd.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
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 may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

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.

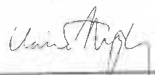
[Signatures on next page]

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

PHOENIX GROUP INFORMATION SERVICES

☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ Patricia Garcia, Buyer

 10/24/2022
 Robert Murphy, President² Date
 10/24/2022
 Clair Murphy, CFO Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

1. Consultant shall provide the following services for the collection of fines, bails and forfeitures on City's behalf:
 - a. Reconcile citation count,
 - b. Import from any (if any) automated ticket writers,
 - c. Determine processing ability of the citations,
 - d. Identify and verify registered vehicle owners,
 - e. Provide generation and mailing of notices, Monday - Friday, excluding holidays, to vehicle owners. Mailing of notices should not be more than 24 hours after generation and printing,
 - f. Placement and removal of registration holds daily, process contested citation applications, coordinate with hearing agency and/or hearing officer, schedule hearing dates, notify violator, reschedule if needed, notification of outcome to violator, and all resources and letters available for viewing by the city on-line real time,
 - g. Prepare custom letters as requested by the City
 - h. Suspend Review and Hearing requests within 48 hours of receipt to avoid delinquent notices and provide accurate information for the City,
 - i. Provide online review option,
 - j. Process payments within 48 hours of receipt,
 - k. Provide online payment option,
 - l. Cancel or modify citations disposed of by court,
 - m. Maintain current parking citation system master file,
 - n. Provide quarterly operational review sessions as needed,
 - o. Provide parking management consulting services within the scope of this Agreement.
 - p. Provide for the collection of delinquent parking citations through Franchise Tax Board or collection agency services or both.
 - q. Consultant agrees to maintain hard copies of the parking citations for a period of one year after issuance, unless returned to the City. Thereafter, the hard copy will be returned to City. Consultant agrees to have City's parking citations available on system or electronically for not less than a three-year period from date of issuance and provide City retrieval of the parking citations during this period, unless data has been returned to the City.

2. Periodic Reports
 - a. Consultant shall submit reports, satisfactory to Manager, either daily or within TEN calendar days after the end of the month detailing activities relating to performance under this Agreement, including but not limited to, the following:
 - (1) Monthly revenue collected for the month.
 - (2) Monthly parking citations issued for the month.
 - (3) Monthly status activity report.

- (4) Monthly payment analysis report
- (5) Daily habitual offender's report.
- (6) Monthly officer performance report.
- (7) Monthly status history report.
- (8) Monthly disposition of all voided or dismissed tickets, by operator,
- (9) Monthly disposition of all citations that have a completed review or hearing disposition,
- (10) Monthly listing of any refunds pending,
- (11) Daily bank deposit of ticket payments.
- (12) Special reports and requested or required by Manager.
- (13) Reports maintained on-line real-time for a period not less than 24 months.
- (14) Ad Hoc reporting availability using the Internet and real-time data.
- (15) Reports of all citations forwarded to the Franchise Tax Board and/or Collection Agency.
- (16) Report of all citations paid through the Franchise Tax Board or Collection Agency.

b. Consultant shall provide all reports on-line real-time in a PDF format. Reports may be downloaded by the City to a CD, or to a local server for archiving. All reports will be available using Internet Explorer and Adobe Reader.

c. Deposit confirmations will be an exact copy of the daily deposit ticket; daily habitual reports will be generated before 7:00 a.m. with the most current data (including all payments from the day before).

3. Suspension of Processing

Consultant shall suspend the processing of a citation upon written notice by Manager. City shall provide a written list to Consultant of the individuals authorized to suspend processing of citations, or Consultant shall allow access to the database for immediate updating by the City. Consultant shall return any citations requested by Manager. Consultant shall maintain records indicating the suspension of a citation as a result of Manager's request.

4. Remote Real Time Access to System

Access to the System shall be available using the Internet and Consultant's custom program at no additional charge. Each operator must be set up with a unique log in and appropriate security. System will allow for each function and/or capability to be set up uniquely by Operator. The following functions will include:

FUNCTION	Provides Remote User with the ability to: (Security must be established for each operator; each function has an established security level).
1. Cite Summary (View only)	A chronological list of actions by the date completed. This is available for every citation on file.
2. Cite Facsimile	A screen display of the citation data.

(View only)	
3. Dismiss/ Void	The ability to void or dismiss a citation. The system will keep track of all entries by operator. Reason Codes and note space is also provided.
4. Extensions	The ability to set up an extended due date for the citation. Notes and comments may be saved to detail the extension.
5. Reviews	The ability to set up a review and the disposition of the review. Reason codes and note space is provided. The Letter Correspondence will also "pop-up" for input.
6. Hearings	The ability to set up a hearing and the disposition of the hearing. If a payment has been collected, this function will require that you enter the payment prior to the disposition. Note space is provided. The Letter Correspondence will also "pop-up" for input.
7. License	The ability to edit/correct a license plate. Change to the license will automatically send a request to the DMV and generate another notice.
8. Notices	Access to the Notice information as mailed, may view and print.
9. Payments	Access to view all payment data/or the citation.
10. Add Payment	This will give the ability to add a payment on line. The payment 'source' will default to "Paid At Agency". If entering a receipt paid at DMV, the operator would select "Paid at DMV".
11. Registered Owner	Access to add a 'New' name and address to the citation. The prior name and address will remain on file for reference. The new name and address will receive a notice of delinquent parking.
12. Phone Notes	All problem calls are noted in the system. When a phone note has been entered, the system will also alert the operator at the time of a payment to check for a phone note. The system screen will also display a phone "Icon" to let the operator know there has been correspondence. Phone notes may be entered by Phoenix Group and the Agency.
13. Promissory Note	This will allow you to set up a promissory plan, or payment plan. The cite will remain suspended until the reactive date. If the cite is not paid or closed by that date, the cite will automatically reopen. Note space is also provided.
14. Violation	The ability to add a second or third violation to the citation. This will also provide the ability to dismiss or void a violation already on file.
15. Letters	This will provide a listing of all letters mailed to the violator, such as NSF letter, Hearing set up, etc. The letter may be viewed remotely as well as printed.
16. Fees	Add or reduce fees. This feature will allow the customer to add or reduce fees.
17. Notices	Notices will provide the feature to view and print a previously mailed delinquent notice.
18. Search	Provides the ability to search by citation number, license number, name and/or VIN number. Also provides a list of open tickets, and a printable report suitable for the mobile.

5. Toll Free-Customer Support

Consultant will provide to the public a unique toll free (800) telephone number to Oxnard residents or out-of-town visitors, assistance with all questions and information to assist the public. The telephone system will custom-greet the caller; i.e. "Welcome to the City of Oxnard's Citation Information Line". The Consultant will provide bi-lingual (English/Spanish) operators to assist the public during the hours of 8:00 a.m. - 5:00 p.m. The telephone system will provide the option for English and Spanish.

After hours assistance will be supported with an Interactive Voice Response System. This will provide the public with agency specific information 24/7 with the following:

- a. Citation inquiry by citation number or license number,
- b. Payment information,
- c. Payment capability using AMX, Visa, Master Card, and Discover credit cards
 - payment(s) shall immediately update to the database real-time, violator shall receive an automatic email receipt, citation database must be immediately updated with payment amount, date paid, and that payment was made by credit card. NO credit card information will be maintained on the Consultant's server to avoid credit card theft.
- d. Location for payments, mailing,
- e. Instructions for correctable violations,
- f. Review and Hearing instructions and disposition.

6. Preliminary Collection Processing

Follow-up special processing shall be provided by Consultant on all delinquent citations which have been processed in accordance with this Agreement which remain unpaid 90 days after the issue date.

7. Collection and Deposit of Funds

- a. Consultant shall collect and deposit all moneys received for the payment of parking and administrative citation fines, bails, and forfeitures, in a checking account established in the name of the City of Oxnard with financial institution designated by City Treasurer. Consultant shall only have deposit rights to said account.
- b. Consultant will make daily deposits on behalf of the City of Oxnard. Consultant will process payments within 24 hours of receipt. Disbursement of the funds will be made on a monthly basis. The City will receive a monthly statement of account activity which is net of all fees owed to consultant for the prior month. Supporting report will be included with NET Statement check issued to the City for all proceeds.

ADMINISTRATIVE CITATIONS

1. **Citation Data:** All citation data, including the name and address obtained at the site of the violation will be entered into the data system. Phoenix will provide (pre-numbered) batch cards for tracking and controlling the citations sent to our office. Any variations will be researched by PHX and the CITY would be notified of any discrepancies.
2. **Fine Schedule:** The CITY will provide the Fine schedule along with associated late fees and associated due dates.
3. **Notice of Violation (Letters):** The notice of violation will be generated by PHX and include:
 1. Amount due for the violation issued
 2. Applicable late fees
 3. How to contest the citation

The notice will include the information contained within the citation (i.e., citation number, violation number, violation description and Location) and consequences for non-payment, and/or any additional information required by the code section. The notice of violation is prepared in letter format with a remittance return portion for payment and return envelope. Up to three delinquent notices can be sent, based on the City's guidelines.

The letters provided for this program include but are not limited to:

- a. First Notice after Violation; Title: Notice of Administration Violation
- b. Second Notice and Warning letter after Violation; Title: Warning Collection Notification-Final Notice

4. **Payments:** All citation payments will be made to the order of City of Oxnard. The payments will be processed within the current guidelines established between the CITY and PHX Credit Card Payments: The public will be charged a convenience fee of \$3.95 or 3.25% whichever is greater for all citation payments made by Visa, Master Card, Discover, or AMEX. No additional costs will be charged to the CITY. Disbursement of the citation revenue is made to the CITY the following month with detailed reporting to reflect and balance to citation activity.

5. **Website Set up:** A Website for the Administrative citations will be created for obtaining citation information, making payments and contesting instructions. The website will be integrated with the website already in place for the parking citation program. The contesting information will be directed and/or provided by the CITY. The CITY shall be responsible to specify content updates if or when any information on the website changes.

6. Preliminary Collections: Follow-up special processing shall be provided by Consultant on all delinquent citations which have been processed in accordance with this Agreement which remain unpaid 90 days after the issue date.

7. Reporting: Administrative Reporting will be available using Internet Explorer. Access to the data is obtained only with user login and password access. The reports are prepared in Adobe Reader PDF format with the option to export to Excel. The reports will be maintained on our system for a period of at least two years.

ALARM MANAGEMENT SERVICES

It will be Phoenix Group's (PHX) responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis. Phoenix Group shall accurately convert all pertinent data downloaded from the City's current primary alarm and accounts/receivable databases to populate the FAMS system.

Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information PHX shall receive from the AGENCY a monthly report of documented false alarms within the AGENCY limits. PHX will record and track frequency of false alarms per location (by street address and/or permit number.) on false alarm calls within any 12-month period at a specified location in compliance with the City's municipal code.

1. PHX will maintain and operate the alarm permit process for the AGENCY and invoice according for all billable False Alarms.
2. If a notification sent by PHX to an INDIVIDUAL is returned to PHX with a change of address notification it will be brought to the PHX customer service department. PHX Customer service will correct the address and re-send the notification. If a notification is returned to PHX as undeliverable the AGENCY will be notified. No further attempts to collect will be pursued by PHX.
3. PHX will initiate Special Collections in accordance with the preferences of the AGENCY. PHX will only initiate special collections efforts for INDIVIDUALS that are past due on renewal fees, and other penalties. Special collections efforts shall include (but are not limited to) notification by mail, FTB notification and delinquent collections.
4. PHX will provide a PO Box for collections of all payments sent via check or money order.
5. Using the PHX hosted web application AGENCY staff will be able to review, update and modify residential, commercial, and alarm information as needed.
6. A unique toll free number will be assigned to the AGENCY by PHX where INDIVIDUALS can call in to speak to a live customer service representative at PHX for questions, billing, education, and any other information as required by the AGENCY.

7. Our customer service representatives realize that their most important asset is their ability to identify and fulfill the needs of the customer. The Phoenix Group Customer Service Team strives to exceed expectations while committing to quality, efficiency, and responsiveness.
8. PHX will work with the AGENCY to enhance the city ordinance pertaining to alarms, false alarms, alarm permits, penalties, fees and fines as needed.
9. PHX will work with the AGENCY to create INDIVIDUAL outreach (such as City newsletters) in order to help get the message out regarding alarm permits and information.

SCHEDULE OF SERVICES EXHIBIT

Consultant and City agrees that time is of the essence in regard to performance of any of the terms and conditions of this Agreement. Consultant must have all scope of services operational within 30 days of agreement start date.

TIME FOR PERFORMANCE

1. Manually Written Citations (hard copy): All citations shall be entered and on-line within 48 hours of receipt by Consultant.
2. Notice of Delinquent Parking Violation: Delinquent parking violation notices (excluding out-of-state vehicles) will be mailed within 21 calendar days of citation issuance unless otherwise specified by Manager.
3. Citation Payment and Disposition Updating: All citation payments and dispositions will be entered on-line and the information available to City within 48 hours of receipt by Consultant.
4. DMV Registration Holds and Releases: Consultant will notify DMV of all registration holds for the City 14 days from the mailing date of notice, or as directed by Manager. DMV hold releases shall be completed daily.
5. System Reports: Consultant will supply the City with all reports required by the City within 10 days of the closing of each month.
6. Franchise Tax Board Collection Process: Consultant will coordinate complete program set-up and assure that all necessary paperwork required by the State Controller's Office (SCO) is completed within the time deadlines set by the SCO.

RATES AND COSTS EXHIBIT

PARKING CITATION PROCESSING

ITEM DESCRIPTION	PER ITEM COST
Processing fee for parking citation; Automated	\$0.30
Processing fee for parking citations; Hard copy	\$0.30
Cost for mailing of notices, per notice	\$0.49
Second Notice Mailing per notice	\$0.49
Payment processing, per transaction	NO CHARGE
Online System Access, per user	NO CHARGE
Administrative Review Setup; Suspend Process	NO CHARGE
Review Disposition Letters, custom content (per letter, includes postage)	\$1.25
Administrative Hearing Scheduling, per instance	NO CHARGE
Hearing Schedule & Disposition Letters, custom content (per letter, include postage)	\$1.25
Out-of-State processing fee (collection percentage)	28%
Letters misc. (FTB Intercept Letter)	\$1.25
Preliminary Collections	15%
Franchise Tax Board Collections	15%
FTB – SSN Lookup	\$1.35
Postage - First Class Rates (for all correspondence mailed)	First Class Rates
Payment Plan Administrative Fee, Per instance	NO CHARGE
DMV Hold Placements, Per Instance	NO CHARGE
Phone service 24 hours	NO CHARGE
Cost for Credit Card Processing via IVR/Phone/Online (no charge to the City. The public is charged a convenience fee)	NO CHARGE
Training for Parking System	NO CHARGE
Refunds	NO CHARGE
Returned Check	NO CHARGE
Online Contesting Application – Per Month	NO CHARGE
Handheld Fees (not included in total cost) <i>Based on the City's commitment to acquire phones separately, the following one-time fee schedule will apply based on additional units being added at the City's cost and discretion.</i>	
WinCite Mobile Software License – Per unit; one-time charge	\$595.00
Software Installation – Per unit; one-time charge	NO CHARGE
Hardware/Software Maintenance – Per unit; annually	\$440.00

CIVIL CITATION**PROCESSING**

Item Description	PER ITEM COST
Monthly Fee (includes all services listed below) *Web access *Custom Website payments and contesting: www.paymycite.com *Customized toll-free phone number for payments & Customer service. *Reports *Payment Plan Setups *Online Contesting *Adjudication Services; adjudication holds and scanning, disposition entry *Payment Processing *Credit Card Payments (The credit card convenience fee is charged to the public. *Customer service; - Phoenix Group has toll free numbers for both technical support and client/customer service support. We have a Help-Desk line so that our clients can reach us immediately and all of their concerns can be addressed. - Phoenix Group has a Live Chat in real time accessible to the Agency through WINCITE.	\$350.00 per month
Cost per citation issued	\$1.75
Notice of Violation	\$0.49
Postage - First Class Rates (for all correspondence mailed)	First Class Rates
Custom Programming if required	OPTIONAL
Other correspondence letter including disposition letters, hearing schedule letters, and FTB Pre Intercept Notice	\$1.00
2nd Level Hearing Officer costs, per hour (3 hr. minimum)	N/A
Refunds	NO CHARGE
Credit Card Chargebacks; if applicable	Pass through cost
Bank Returned Checks; fee only applies if bank account is controlled by Phoenix.	NO CHARGE
Monthly Banking Service Fee	\$50.00
Preliminary Collections	15%
Franchise Tax Board	15%
Collections SSN Lookup	\$1.35

FALSE ALARM MANAGEMENT SYSTEM:

NO UPFRONT COSTS

ITEM DESCRIPTION	PER ITEM COST
One time Set Up/Sign On Fee, includes customized website for City with online credit card processing for citizens and business owners. Integration of City's business rules in compliance with City Ordinance. Integration of any existing accounts.	\$7500.00 (WAIVED for CITY as Courtesy)
False Alarm Payments Collected Revenue Share 1. Alarm permit and renewal fees 2. False alarms violation fees 3. Reinstatement fees 4. Late fee for false alarms 5. Delinquent Collections 6. Customer Service	18% of amount collected
Monthly Database Fee, includes licensing, remote access, support, reporting and revenue management.	INCLUDED
Notices, special letters and Renewal Letters	INCLUDED
1st class postage for all correspondence Mailed	INCLUDED
Credit Card Processing Fees, charged to Public	INCLUDED
Credit Card Chargebacks if applicable, pass through cost to the City, fee is added to the individual or commercial entity that initiates the chargeback.	Pass through cost for the City

Agreement No.

INSURANCE EXHIBIT

Phoenix Group Agreement

Community Services, Public Safety, Housing &
Development Committee
November 22, 2022

Oxnard City Council
December 20, 2022

Delia Campbell, Police Finance Manager

That the Community Services, Public Safety, and Housing & Development Committee recommend the City Council to authorize the City Manager to execute Agreement No. A-8504 with Phoenix Group Information Services ("Phoenix Group"), for the next three (3) years, with a total agreement amount not to exceed \$810,000, for parking citation processing, administrative citation processing, and alarm management services.

That the City Council approve and authorize the City Manager to execute Agreement No. A-8504 with Phoenix Group Information Services ("Phoenix Group"), for the next three (3) years, with a total agreement amount not to exceed \$810,000, for parking citation processing, administrative citation processing, and alarm management services.

The purpose of this agreement is to expand the scope of services with Phoenix Group to include all of the following:

1. Parking citation processing
2. Administrative citation processing
3. False alarm management

Phoenix Group has been performing citation processing duties for over 30 years. They provide services to over 240 agencies and public entities in California.

Parking and Administrative Citations

- 35,000 parking citations when fully staffed
- Notice of Violation letters
 - Amount due
 - Applicable late fees
 - How to contest the citation
- Toll free support for public
- Credit card payment capability
- Pursue the collection of unpaid fines through the California Franchise Tax Board

Alarm Management Services

- Average more than 2,500 false alarms annually
- False Alarm Management Solution (FAMS) software
- Automatic permit renewal notifications
- Toll free support for public
- Credit card payment capability

- The total value of the agreement is \$810,000, approximately \$270,000 annually over three years.
- This agreement will be utilized by Police, Code Compliance, and Animal Safety.
- Future years' funding will be included in the recommended budget for each fiscal year.



QUESTIONS



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

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Third Amendment to the Professional Services Agreement 8463-18-PO with Phoenix Group Information Services for Parking and Administrative Citations Services.

RECOMMENDATION

That the City Council approve and authorize the execution of the Third Amendment to the Professional Services Agreement with Phoenix Group Information Services ("Phoenix Group"), to increase the not to exceed amount from \$610,000 to \$660,000 and to extend the term to December 31, 2022.

BACKGROUND

In December 18, 2018, with the approval of the Oxnard City Council, the City of Oxnard entered into a three (3) year agreement with Phoenix Group for a total amount not to exceed \$525,000 to process parking citations, animal safety citations, civil citations, and to pursue collection of unpaid fines through the California Franchise Tax Board. A First Amendment was approved on January 14, 2022 to extend the agreement to June 30, 2022. A Second Amendment was approved on July 1, 2022 to increase the amount by \$85,000 for a total of \$610,000 and to extend the term to October 31, 2022. This Third Amendment will increase the amount by \$50,000 for a total of \$660,000 and extend the term to December 31, 2022.

A Request for Proposal ("RFP") process was conducted earlier this year and a new agreement will be entered into for service beginning 01/01/2023.

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 sufficient funding in the current FY2022-2023 operating budget in General Fund Police budget (Patrol 1012111-53200 \$35,000 and Animal Safety 1012113-53200 for \$10,000) and in Code Compliance (1014103-53200 \$5,000).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Delia Campbell, Police Finance Manager

ATTACHMENTS

1. 8463-18-PO PHOENIX GROUP

2. 8463-18-PO FIRST AMENDMENT
3. 8463-18-PO SECOND AMENDMENT
4. 8463-18-PO THIRD AMENDMENT

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- | | | | | | |
|---|--|--|---|--|--|
| <p>(1) Agreement Start Date: January 22, 2019</p> <p>(2) Consultant: Phoenix Group Information Services</p> <p>(3) Services: Parking and Administrative Citation Processing and Collection Services</p> <p>(4) Schedule of Services: Refer to Exhibits</p> <p>(5) Agreement Ending Date: January 22, 2022</p> <p>(6) Total Agreement Amount: Not to exceed \$175,000 annually</p> <p>(7) City's Project Manager Ricardo Vazquez, Sergeant</p> <p>(8) Consultant's Project Manager: Robert T. Murphy</p> <p>(9) Insurance Coverage: INS-A</p> <p>(10) Addresses for Notice:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <p><i>FOR CONSULTANT:</i></p> <p>2677 North Main Street #440</p> <p>Santa Ana, CA 92705</p> <p>Attn: Robert T. Murphy, President</p> </td> <td style="vertical-align: top; width: 50%;"> <p><i>FOR CITY:</i></p> <p>251 South C Street</p> <p>Oxnard, CA 93030</p> <p>Attn: Ricardo Vazquez, Sergeant</p> </td> </tr> </table> <p>(11) Contact Emails:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <p><i>CONSULTANT'S PROJECT
MANAGER:</i></p> <p><u>BOBM@phxgis.com</u></p> </td> <td style="vertical-align: top; width: 50%;"> <p><i>CITY'S PROJECT MANAGER:</i></p> <p><u>ricardo.vazquez@oxnardpd.org</u></p> </td> </tr> </table> | <p><i>FOR CONSULTANT:</i></p> <p>2677 North Main Street #440</p> <p>Santa Ana, CA 92705</p> <p>Attn: Robert T. Murphy, President</p> | <p><i>FOR CITY:</i></p> <p>251 South C Street</p> <p>Oxnard, CA 93030</p> <p>Attn: Ricardo Vazquez, Sergeant</p> | <p><i>CONSULTANT'S PROJECT
MANAGER:</i></p> <p><u>BOBM@phxgis.com</u></p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p><u>ricardo.vazquez@oxnardpd.org</u></p> | |
| <p><i>FOR CONSULTANT:</i></p> <p>2677 North Main Street #440</p> <p>Santa Ana, CA 92705</p> <p>Attn: Robert T. Murphy, President</p> | <p><i>FOR CITY:</i></p> <p>251 South C Street</p> <p>Oxnard, CA 93030</p> <p>Attn: Ricardo Vazquez, Sergeant</p> | | | | |
| <p><i>CONSULTANT'S PROJECT
MANAGER:</i></p> <p><u>BOBM@phxgis.com</u></p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p><u>ricardo.vazquez@oxnardpd.org</u></p> | | | | |

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

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

COUNCIL APPROVED
DATE _____

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, for good and valuable consideration, subject to the following terms and conditions:

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

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

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

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

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

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

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

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant 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 Consultant and City in this Agreement or in a binding amendment thereto.

9. 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.

10. 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.

11. 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 Consultant 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.

12. 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.

13. Advertising and Publicity. Consultant 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 License.

14. 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; or for other purposes relating to the Agreement. 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 or until an audit has been completed and accepted by City, whichever occurs later. Consultant 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. Consultant shall include a copy of this Section 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.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

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

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

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. 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.

18. 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 18.

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 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or 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. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information 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.

d. 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.

e. 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.

f. 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.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

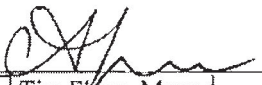
39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed 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.

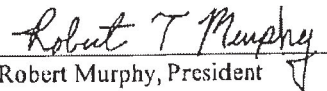
40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

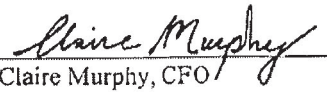
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

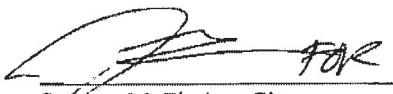
Phoenix Group

 12/18/2018
☐ Tim Flynn, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name], Buyer

 12/6/2018
 Robert Murphy, President Date

 12/6/2018
 Claire Murphy, CFO Date

APPROVED AS TO FORM:

 12/6/18
 Stephen M. Fischer, City Attorney (always required) Date

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

Agreement No.

0463-18-PO

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 24th day of January, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Phoenix Group Information Systems. This First Amendment amends the Agreement entered into on January 22, 2019, by City and Contractor.

City and Contractor agree as follows:

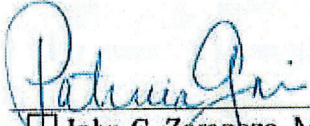
1. The ending date in Section 5 of the Cover Page of the Agreement is hereby amended to June 30, 2022.
2. As so amended, the Agreement remains in full force and effect.

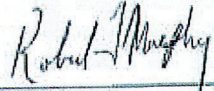
[Signatures on next page]

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

CITY OF OXNARD

Phoenix Group Information Systems

 1/14/22
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ Patricia Garcia, Buyer

 December 23, 2021
 Robert Murphy, President² Date

 December 23, 2021
 Claire Murphy, CFO Date

ATTEST:

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

APPROVED AS TO FORM:

 1/6/22
 Stephen M. Fischer, City Attorney (always required) Date

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

² The City requires the following for any contract:

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

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

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of May 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Phoenix Group Information Systems ("Contractor"). This Second Amendment amends the First Amendment entered into on January 24, 2022, by City and Contractor.

City and Contractor agree as follows:

1. The ending date in Section 5 of the Agreement is hereby amended to October 31, 2022.
2. In Section 6 of the Cover Page of the Agreement, the selected answer is hereby amended to state; "Not to exceed \$203,333 annually."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

PHOENIX GROUP INFORMATION SERVICES

Jennifer Yates 7/1/22
☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☒ Jennifer Yates, Purchasing Manager
☐ Patricia Garcia, Buyer

Robert Murphy June 23, 2022
 Robert Murphy, President² _____ Date

Claire Murphy June 23, 2022
 Claire Murphy, CFO _____ Date

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer 6/28/22
 Stephen M. Fischer, City _____ Date
 Attorney (always required)

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

² The City requires the following for any contract:

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

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

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of October 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Phoenix Group Information Systems ("Contractor"). This Third Amendment amends the Second Amendment entered into on May30, 2022, by City and Contractor.

City and Contractor agree as follows:

1. The ending date in Section 5 of the Agreement is hereby amended to December 31, 2022.
2. In Section 6 of the Cover Page of the Agreement, the selected answer is hereby amended to state; "Not to exceed \$220,000 annually."
3. As so amended, the Agreement remains in full force and effect.

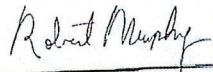
[Signatures on next page]

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

CITY OF OXNARD

PHOENIX GROUP INFORMATION SERVICES

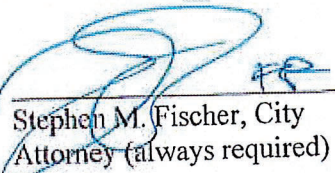
☐ John C. Zaragoza, Mayor¹ _____ Date
☒ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ Patricia Garcia, Buyer

 10/24/2022
 Robert Murphy, President² _____ Date
 10/24/2022
 Claire Murphy, CFO _____ Date

ATTEST:

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

APPROVED AS TO FORM:

 11/17/22
 Stephen M. Fischer, City _____ Date
 Attorney (always required)

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

² The City requires the following for any contract:

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

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: December 20, 2022
TO: City Council
FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org
SUBJECT: Approval for Purchase of Eight (8) Utility Vehicles.

RECOMMENDATION

That the City Council authorize and approve replacing aged-out utility vehicles with modern Ford F-Series pickup trucks at an estimated average cost of \$84,000 per unit; \$672,000 for eight (8) units (with approval of upfitting the vehicles to be brought to Council at a future meeting) to continue meeting the Fire department's mission for the City of Oxnard.

(Finance and Governance Committee approved 3-0.)

BACKGROUND

Each Fire Station has an assigned light-duty pickup truck that is available for many uses. Fire Department "Utility" trucks serve many purposes; their primary use is for emergency off-road responses, including Ocean Rescue and other incidents along the City's twenty-two miles of coastline. Other uses include wildland fire fighting - including the Santa Clara River bottom, Urban Search and Rescue, swift water rescue, towing of Department trailers, and crew exchanges on multiple alarm incidents.

Another important use of Station Utility trucks is the rendering of mutual aid to neighboring jurisdictions throughout the Western United States, in which case the California Office of Emergency Services (Cal OES) reimburses the City for the vehicle's use at a rate of \$127 per day. Cal OES mutual aid assignments require a vehicle inspection upon arrival and prior to demobilization, rust and age issues will not allow the current fleet of utilities to pass and therefore, staff responding to out of area incidents are required to rent vehicles. If the Department had sent a Utility truck with each staff member that responded to mutual aid assignments in FY23, the reimbursement would have been approximately \$26,670.

The current vehicles' age and configuration can no longer fulfill the needs of the Fire Department and its Public Safety mission.

Current Utility Vehicle Fleet:

Fire station 1: Ford Ranger >19 years old
Fire Station 2: Ford F150 >19 years old
Fire Station 3: Ford F350 >14 years old in need of a new service body due to severe rust from the ocean environment
Fire Station 4: Ford F250 >15 years old
Fire Station 5: Chevy S-10 >15 years old
Fire Station 6: Ford F350 >16 years old
Fire Station 7: Ford F350 >15 years old
Fire Prevention: E150 E150 >21 years old, no longer useful due to a mission change and the age of the vehicle

Recommended New Vehicle Fleet and Use:

Fire Station 1, 2, 4, 5: Four F250's with standard beds, used for emergency off-road & beach response, and mutual aid

Fire Station 3: One F350 with a long bed service body, used for emergency off-road & beach response, fire station utility, mutual aid, tow vehicle, reserve Squad 68, reserve Squad 66, and reserve Ocean Rescue 66

Fire Station 6: One F350 with a short service body, used for emergency ocean rescue response on the beach, tow vehicle

Fire Station 7: One F350 with standard bed and cab, used for emergency response, and Strike Team Leader and back up Battalion Chief

Fire Station 8: One F450 with a long-bed service body, used as a USAR tow vehicle, swift water tow vehicle, down coast emergency response, off-road access, mutual aid

The Fire Department will remove current aged-out vehicles from the fleet.

DISCUSSION

Severe supply limits in the auto industry still exist. Because of this, the ordering of cabs and chassis is highly restricted and competitive. Of the prominent three auto manufacturers, only Ford opened its ¾ ton, 1 ton, and 1 ½ ton pickup truck orders this calendar year. Under Ford's government program, they have allotted one single Super Duty vehicle to the entire City of Oxnard. Because of this, Fleet Services, through the Enterprise Lease Program, are pursuing the purchase of vehicles through Ford dealerships for the eight trucks. If the Fire Department misses the order window, future orders would have to wait until the next order window, which will likely not happen again until Fall 2023.

While the Fire Department had stated at the Finance and Governance Committee on November 22 that the item presented today would include the price of the cab and chassis for approval, as of the posting of this staff report pricing has not been released. As anticipated, the demand for vehicles has exceeded availability and Ford has altered their government vehicle allocation process from prior years. This change has increased the estimated average price per cab and chassis as a dealer fee will now be applied to the procurement price. To accommodate this unknown cost, a 5% contingency has been added to the previously presented estimate. The best estimated average price based on the information available today from Ford and Enterprise is \$84,000 per unit (\$672,000 for eight (8) units). Accurate pricing for the cab and chassis will be available once Ford opens their production period. Upon receiving notification of vehicle prices, the Fire Department will bring updated pricing to Council for approval. Reservation of the eight cabs and chassis units will be canceled unless, upon presentation of pricing, Council provides direction to move forward with the acquisition of the cabs and chassis.

If the cab and chassis are approved and ordered, the Fire Department will submit a future request to Council for upfitting costs. The best estimate for upfitting is approximately \$25,000 per vehicle (\$200,000 for the eight (8) units). Upfitting may include mobile data devices, radios, and other equipment to make the vehicles fully functioning emergency response vehicles.

All municipalities in need of ¾ ton and larger vehicles are in similar circumstances, where they must place orders prior to pricing and delivery dates being available.

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 best estimate for eight cab and chassis units is an average cost of \$84,000 per unit; \$672,000 for eight (8) units. If approved, the cab and chassis will be procured through the Enterprise Lease-Purchase Program. Actual vehicle delivery dates and pricing will be available once the Ford production period opens. The current order window was scheduled for November 14. However, that date was changed and is anticipated to be rescheduled for early December. Lead time for vehicles placed on this date is 6 to 9 months and likely longer, making the delivery date some time between May and September 2023.

If Council approves the lease-purchase of the eight cabs and chassis, a future funding request will be brought to Council for upfitting the vehicles. Upfitting includes mobile data devices, radios, lights, sirens, and other equipment to make the vehicles functioning, emergency response vehicles. The best estimate for upfitting is approximately \$25,000 per vehicle; \$200,000 for eight (8) units. The Fire Department will work with Purchasing to follow the City of Oxnard Purchasing

Policy in selecting a vendor to upfit the vehicles. Upfitting costs would be requested in the Fire General Fund FY 23/24.

Annual vehicle payments and upfitting under the lease purchase will be included in future annual budget requests.

COMMITTEE OUTCOME

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

Prepared by: Karsten Guthrie, Battalion Chief

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9

DATE: December 20, 2022

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Professional Services Agreement No. 32300171 with On Duty Health, PLLC for Fire Department Annual Wellness Exams.

RECOMMENDATION

That the City Council authorize approval of Agreement No. 32300171 with On Duty Health, PLLC to provide annual wellness exams for the Fire Department in the amount of \$98,280 per year for three years for a total not to exceed amount of \$294,840.

BACKGROUND

Currently, the Fire Department provides annual wellness medical examinations to certain staff. These exams, provided on a voluntary basis, provide comprehensive medical examinations in accordance with National Fire Protection Association (NFPA) 1582 standards. The annual medical examinations also fulfill the bi-annual requirement of Department of Transportation (DOT) medical examinations for firefighter driver/operator endorsements. The contract for these services is competitively bid and the current agreements have expired. A request for proposals took place in November 2022 with On-Duty Health, PLLC receiving top marks from all evaluators, and winning the award.

DISCUSSION

The Fire Department wellness program is a voluntary joint labor/management program designed to enhance both the physical and mental wellness of fire department staff. The program comprises two major components that include physical fitness/ therapy and annual medical examinations. The medical examination portion of the program is guided by National Fire Protection Association (NFPA) 1582 and is considered the gold standard for firefighter wellness. The exams cover a broad scope of services and include multiple exams and screening tests for certain types of cancers, blood screens for specific hazardous materials, wellness screening specific to female and male reproductive systems, mental health screening, and evaluations of major organs and body systems. The scope of the tests is specifically designed to screen for high risk diseases associated with the types of occupational hazards in fire protection and emergency services. The last competitive bid for these services took place in 2017, with a three-year agreement awarded that has been amended for two additional years of service. The agreement expired in October 2022 and required a competitive proposal process be initiated. Request for Proposal #FD 23-43 was posted on Public Purchase September 19, 2022 and closed October 10, 2022.

Four proposals for service were received, reviewed and scored by a three-person panel. The evaluation and scoring panel were specifically selected for their expertise or role within the fire department. Panel members included the Fire Department Medical Director, Emergency Medical Services Coordinator, and the Department Fire Marshal. Bids were evaluated based on five criteria that included experience in providing the service, past performance, qualifications, bid responsiveness and cost with a total possible score of 100. Individual scores from each evaluator were aggregated to produce a final overall score for each respondent. Respondent with the highest overall score was notified of the intent to

award. The agreement value to Respondent On Duty Health, PLCC is a not to exceed amount of \$98,280.00 per year for three years with an option to renew for two additional years pending prior Council approval.

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 cost of annual medical exams is budgeted in the Fire Department General Fund account 1012501-53200.

COMMITTEE OUTCOME

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

Prepared by: Jaime Villa, EMS Coordinator

ATTACHMENTS

1. Agreement Placeholder

City Council Meeting

December 20, 2022

This page is a placeholder for the agreement currently being drafted between City of Oxnard and On Duty Health, PLLC. The vendor was notified of their winning proposal on 12/1/2022.

The agreement will be uploaded to CivicClerk as soon as a draft is agreed upon by the City and Vendor.

Agreement number 32300171 has been established in Tyler/Munis.

The agreement will be for a term of three years with an option to renew for two additional years, subject to Council approval. The not to exceed annual amount is \$98,280, for a total value of \$294,840.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: December 20, 2022

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Approval of Memorandum of Understanding with the International Association of Firefighters. (30 minutes)

RECOMMENDATION

That the City Council of the City of Oxnard adopt the Resolution approving the successor Memorandum of Understanding between the City of Oxnard and the International Association of Firefighters and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement.

(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/HgyWqhR7EZk>

BACKGROUND

The International Association of Fire Fighters (IAFF) consists of approximately 120 employees in the Oxnard Fire Department. The classifications represented by this bargaining unit consist of Fire Fighters, Fire Engineers, Fire Captains, and Fire Inspectors/Investigators.

DISCUSSION

The City and IAFF negotiated over the last year and have yielded the attached resolution with new terms and conditions of employment. This has resulted in changes the City was seeking, such as modifications to the City's health benefit program and an elimination of add pays. In exchange, IAFF received cost of living increases commensurate with other bargaining units in the City as well as adjustments in other areas that both the City and the bargaining group believe are beneficial to the operations of the Fire Department. Consequently, staff has negotiated an agreement for a 4-year term with the contract expiring June 30, 2025.

Health Benefit

In the most recent 2018 IAFF contract, the City took the step to increase the City's contribution towards medical coverage. Prior to this change, it had been over ten years since the City had last made a change in this benefit, which left it severely lagging in the marketplace. Similar to other bargaining units, the changes being recommended include an increase in the City's contribution of 15% in the first year and 5% for each subsequent year in each year of the contract, with the intent of providing a sufficient increase to cover a family plan in at least one medical plan option. These increases will help maintain a competitive position in the marketplace.

Currently, employees may receive cash payments related to their medical benefits in one of two ways: waive or cash back. The "waive" occurs when employees who are enrolled in medical coverage outside of the City can, with proof of

credible coverage, receive the City contribution rather than the health benefit from the City. “Cash back” occurs when an employee enrolls in a medical plan with a premium less than the City contribution and then receives the excess contribution as cash.

Although the City is proposing to make increases in the contribution, it is decreasing cash back and waive amounts. To implement these changes, the City created a two-level system in medical contributions that is intended to slowly wean employees off of the waivers and cash back payments. New employees or employees who make changes in their medical plans will immediately move to the plan level that does not have any “cash back” payments and reduces the “waive” payment from \$1,243 to \$500. By reducing the payments employees receive from the “waive” and eliminating the “cash back,” the City is able to repurpose this money back into the plan, which offsets the City increasing its contribution towards the plan premiums. Also, this more clearly aligns with the purpose of the City providing affordable health care rather than unintended supplemental cash payments to City employees.

Cost of Living Adjustment

The cost of living adjustments in years 2 through 4 of this contract are the same as those provided to the other two public safety bargaining units. The first increase will occur the first full pay period following Council approval of this item and will be for 5%. The second increase will occur the first full pay period of July 2023 and will be for 5%. The last increase will occur in the first full pay period of July 2024 and will be for 3%. By way of comparison, the non-safety bargaining units whose contracts were recently approved received a 3% COLA for each year of their 3-year contracts, totaling 9%. IAFF is receiving on average a 3.25% increase per year over the 4 years.

Standby Pay

The Fire Department maintains Fire Investigators on standby in the event that a fire occurs and their expertise is needed in investigating the cause of the Fire. The current standby rate is \$2 per hour. The City has recently increased this rate from \$2 per hour to \$3 per hour with another bargaining unit (IUOE) where standby is needed for the efficient operations of City services. This \$1 per hour increase is intended to maintain consistency in the standby rate of pay between the two bargaining groups.

Ocean Rescue and Swift Water Rescue

The City currently has employees who are trained in performing both ocean rescue and swift water rescue. This team requires employees who have both the physical and mental capacity to perform such tasks. Consequently not every employee is capable of meeting the performance standards to be on the team. This 2.5% incentive pay is intended to ensure the department maintains a consistent pipeline of qualified employees on the team.

EMT Premium Pay/Add Pay Elimination

The City has been endeavoring to eliminate add pays in its public safety contracts. These add pays have been used in the past as mechanisms to get the bargaining units more money without calling attention to the fact that most employees in the bargaining would eventually get these additional pays. The City has been successful at reaching this goal in the Oxnard Public Safety Officers’ Association (OPOA) contract, and has now been successful at doing it with the IAFF contract. In exchange for the elimination of the longevity pay, education pay, hazardous materials pay, and emergency medical technician pay (EMT), employees will receive a 1% increase in their rate of pay effective the first full pay period following Council approval of this contract. An additional 1% increase will be provided in the first full pay period of July 2023. All of the aforementioned add pays will be deleted from the contract in January 2025.

Fiscal Impact

The total estimated cost of this package for IAFF over the 4-year term is \$2,795,965. This amounts to approximately 15.83% of total compensation, or 3.96% per year. All of the increased costs from the IAFF contract are paid from the City’s General Fund.

Labor Costing Methodology vs. Budget Methodology

As staff has shown in prior MOU-related agenda reports, the financial impact may be depicted in two ways. One is a

year-over-year cost increase, which is what is used predominantly in the labor relations field. There are jurisdictions within Ventura County that depict their employee costs in this manner. This methodology shows what the increased cost is as compared to the previous year. Using this methodology, the impact in Year 1 will be \$0, the estimated impact in Year 2 is \$1,109,336, the estimated impact in Year 3 is \$1,002,346, and the estimated impact in Year 4 is an additional \$684,282, for a total impact of \$2,795,965.

The other methodology is more common for budget and finance professionals, who compare all of the financial costs of the MOU to the year before the new MOU becomes effective (the “Base Year”). This methodology compounds the increased costs over the term of the entire contract. In the case of the MOU presented here, this would be comparing the increase in costs in Year 1 to the budgeted cost of the group in the Base Year, the increase in costs in Year 2 to the budgeted cost of the group still in the Base Year, and the increase in costs in Year 3 to the budgeted cost of the group once again in the Base Year. Using this methodology, the budget impact in Year 1 will be \$0, the estimated impact in Year 2 is \$1,109,336, the estimated impact in Year 3 is \$2,111,682, and the estimated impact in Year 4 is \$2,795,965, for a total cumulative estimated 3-year impact of \$6,016,983, as shown in the chart below:

Bargaining Group	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Total	
IAFF	\$ -	\$ 1,109,336	\$ 1,002,346	\$ 684,282	\$ 2,795,965	
Labor Methodology	\$ -	\$ 1,109,336	\$ 1,002,346	\$ 684,282	\$ 2,795,965	
% Increase	0.00%	6.28%	5.67%	3.87%	15.83%	
Budget Methodology	\$ -	\$ 1,109,336	\$ 2,111,682	\$ 2,795,965	\$ 6,016,983	
% Increase	0.00%	6.28%	11.95%	15.83%		

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

Staff estimates that the City’s FY 2022-23 adopted budget has sufficient appropriations to cover the increased cost of Year 2 of the tentatively-agreed MOU. Funding for subsequent years will be included in future fiscal years' recommended budgets.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. IAFF MOU Resolution
2. Attachment 1 IAFF Tentative Agreement
3. CC Presentation IAFF 122022

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE
SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
OXNARD AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY
ADMINISTRATIVE ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

WHEREAS, the International Association of Firefighters is the recognized representative
for Firefighters, Fire Engineers, Fire Captains and Sworn Fire Inspectors; and

WHEREAS, the City's memoranda of understanding with the International Association of
Firefighters expired June 30, 2021; and

WHEREAS, representatives of the City met and conferred in good faith with
representatives of the International Association of Firefighters concerning wages, hours, terms,
and conditions of employment for employees in the bargaining unit consistent with their
obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreement with the International Association of
Firefighters attached as Attachment 1 of this report which sets forth the modified terms and
conditions of employment for this bargaining unit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES
that the agreement is adopted and the City Manager and/or his designee is directed to perform all
acts necessary to implement its terms, including but not limited to executing the Memorandum of
Understanding on behalf of the City.

PASSED AND ADOPTED this 20th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

City of Oxnard/IAFF Contract Negotiations
Tentative Agreement
November 15, 2022

The following is a tentative agreement between the City of Oxnard and the International Association of Fire Fighters. The final agreement is subject to final mutually agreeable language for a Memorandum of Understanding which shall be effective upon ratification by the bargaining unit and approval of the City Council.

Term:

4 Year term - July 1, 2021 through June 30, 2025. This contract shall replace the previous July 1, 2021 to June 30, 2022 contract.

Article 1.B.1. Adjustment in Wages

Strike the current language and replace as follows:

Effective the first full pay period following council approval, the City shall provide a 5% increase in salary to all employees. Concurrently, both the minimum and maximum of the new salary ranges shall be increased by 5%.

Effective the first full pay period of July 2023, the City shall provide a 5% increase in salary to all employees. Concurrently, both the minimum and maximum of the salary ranges shall be increased by 5%.

Effective the first full pay period of July 2024, the City shall provide a 3% increase in salary to all employees. Concurrently, both the minimum and maximum of the salary ranges shall be increased by 3%.

Annual Wage Increase

Separate and apart from any other wage increases in this agreement, effective the first full pay period of January 2023, all employees will receive a 5% wage increase within the established salary range for their classification based on their prior 12 months of service. If the employee has received a step increase as defined in the previous MOU, then their wage increase in January will be pro-rated based on the amount of service time completed between the step increase effective date and the first full pay period in January 2023. Employees will continue to receive their step increases as described in the previous MOU through the end of the 2022 calendar year.

Employees who have been employed with the City less than 12 months shall have the January 2023 5% wage increase pro-rated based on each full month of completed service at the time the wage increase goes into effect.

Beginning in the first full pay period of January 2024 and continuing annually in each subsequent first full pay period of January the City shall increase each unit employee's pay rate by 5% provided such increase does not result in the employee exceeding the maximum salary range for their classification. Employees must work for the City for the previous 12 months to be eligible for the full 5%. Employees who have worked for less than 12 months of full time service shall receive a pro-rated increase based on the total number of months they have completed in the previous calendar year.

Article 5. Health Insurance Premiums

Medical: - Strike all language under Article 23 Section 4. Cafeteria Plan and replace as follows:

The City will provide current active employees with a cafeteria payment as provided below:

The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible members. An eligible member is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.

Medical - The City will establish a two level medical plan whereby the first level may only consist of employees who were employed with the City prior to January 1, 2023. All employees hired on or after January 1, 2023 shall only be eligible for the medical benefits described under level two. Following Council approval, the City and IAFF will agree on a window period where all employees who are employed by the City prior to January 1, 2023 will be able to make a change of benefits. At that time, employees will be able to elect a change into one of the two levels.

a. Level One

The tier one plan shall have the City contribution frozen at \$1,543 per month for those employees who elect a medical plan. \$1,243 shall be provided to those employees who "waive" health insurance and provide proof of other coverage with a medical plan which does not consist of any plan on the "Covered California" Exchange.

Employees who receive cash back will continue to receive this benefit. Cash back is defined as the difference between the premium for the plan the employee has chosen and the \$1,543

contribution the City makes. It is understood that by remaining in the tier one program that this cash back will diminish as medical insurance premiums increase each year.

Provided that the employee has no changes in plan selection or level of plan, i.e. employee, employee plus one, or family, the employee may remain in the tier one plan. The following changes would prompt removal from tier one and placement into tier two:

1. An employee who experiences a change of family circumstances such as a marriage, divorce, birth, child aging out etc., which would change their level of coverage
2. An employee who elects to change their insurance carrier, i.e. changing from Kaiser to Blue Shield
3. The employee opts to waive coverage or drops coverage due to securing coverage elsewhere.

An employee will not be changed from level one to level two if the change of insurance carrier is due to no fault of their own, i.e. PERS discontinues the insurance carrier, or there is a death in the family.

b. Level Two

Employees who begin their employment with the City after January 1, 2023, or current employees who make any changes to their health care plan including a change in coverage level i.e., employee, employee plus one, family and/or a change in carrier will be placed into the level two medical plan. The specifics of this plan are as follows:

Single, Single plus one, and Family Plan – City contribution change is effective the first full pay period in January of the year specified

2023 – City contribution will increase by \$231 per month to \$1,774

2024 – City contribution will increase by 5% to \$1,863 per month

2025 – City contribution will increase by 5% to \$1,956 per month

Effective the 2023 benefit plan year, employees who elect to receive medical coverage through the City will not receive any cash back from the City's contribution if such contribution is in excess of the plan premium.

Employees who show proof of other qualifying coverage, which does not include any plans contained in "Medi-Cal" or "Covered California", shall receive \$500/month for waiving coverage.

Article 13. Standby

Effective the first full pay period following Council approval the City will increase the standby rate from \$2 per hour to \$3 per hour.

Add Pay Elimination

Effective the first full pay period of January 2025, the following add pays will be eliminated and the top of the pay ranges for all classifications represented under this contract will increase by 17.5%. In addition, employees shall move up the pay range such that no unit employee suffers a loss in compensation as a result of this provision, i.e., the employee will receive a salary that is not less than their current salary plus all of the below "add pays" they currently receive. Thus, employees will continue to receive those add pays which shall now be rolled into their base compensation. Any employee who has not achieved the add pay by the first full pay period of January 2025 shall not be eligible to receive said add pay.

Those add pay sections to be deleted effective the first full pay period of January 2025 are as follows:

Longevity (Article 8)
Education (Article 15)
Hazardous Materials (Article 24)
EMT (Article 34 A)

Though the additional pay is being eliminated, nothing in this agreement precludes the Fire Chief from sending employees to training and requiring employees to perform as a member of the Hazardous Materials Team or as an Emergency Medical Technicians.

City of Oxnard/IAFF Total Tentative Agreement

The increases pursuant to the Add Pay Elimination are separate and apart from any other wage increases described in this agreement.

Article 34. A. EMT Premium Pay

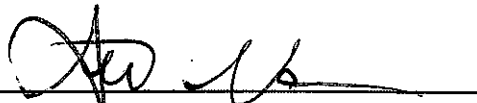
The first full pay period following Council approval of the MOU, the City shall increase the EMT Premium Pay by 1%. The first full pay period of July 2023, the City shall increase the EMT Premium Pay by 1% for a total of a 2% increase during the term of this contract.

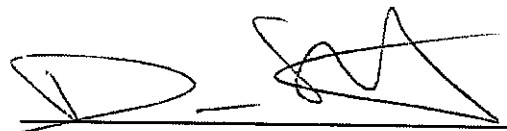
New Section - Ocean Rescue/Swift Water Rescue

The City shall pay a 2.5% add pay to those employees who are qualified to be a member of the Ocean Rescue or Swift Water Rescue Teams. To be eligible for Ocean Rescue, an employee must pass the Department Ocean Rescue swim test. To be eligible for Swift Water Rescue, an employee must pass the Department Swift Water swim test and the pass the relevant classes. Employees are only eligible for one 2.5% add pay.

REOPENER

The parties shall continue to meet and confer in good faith regarding moving the fire investigators to a 56-hour workweek. Neither side is obligated to agree to any change regarding fire investigators' workweek.


For the City of Oxnard


For the International Association of Fire
Fighters

MEMORANDA OF UNDERSTANDING - Oxnard International Association of Fire Fighters

Presented to: City Council

Steve Naveau, Human Resources Director
Mike More, Human Resources Manager

December 20, 2022

- Purpose
 - To adopt successor Memorandum of Understanding (MOU) with the International Association of Fire Fighters (IAFF)
 - This group represents approximately 120 employees
 - Employees in this unit consist of Fire Fighters, Fire Engineers, Fire Captains, and Fire Investigators/Inspectors

- Medical Plan Contributions
- Cost of Living Adjustments (COLAs)
- Standby Pay
- Ocean Rescue/Swift Water Rescue Pay
- Add Pay Elimination

- **Medical Plan**
 - Philosophy – The City should contribute money to a medical insurance plan so that coverage is affordable & treat all bargaining groups the same
 - Intent is to provide sufficient dollar to allow employees to cover a family in at least one medical plan option
 - City contribution should keep pace with annual increases to maintain affordability
 - The medical plan should not be used to put cash directly into employee pockets
 - Cash back when electing medical coverage
 - Cash for waiving coverage

- **Cost of Living Adjustments (COLAs)**
 - It has been over seven years since employees' salary ranges have received COLA adjustments.
 - This has hindered the ability to recruit new talent to the organization, as a COLA is a standard component of public sector employee contracts.
 - The COLA adjustment schedule for this contract is:
 - 0% in fiscal year 21/22
 - 5% in fiscal year 22/23
 - 5% in fiscal year 23/24
 - 3% in fiscal year 24/25
- **Standby Pay**
 - Employees receive this when they are required to be available outside of work hours to respond back to the worksite.
 - Other bargaining units who also regularly perform standby received the \$1 per hour increase. Now both bargaining units will be \$3/hour.

- **Ocean Rescue/Swift Water Pay**
 - Employees are eligible to receive this 2.5% pay differential after passing an extensive training program.
 - Not all employees are capable of completing the training and passing the program
- **Add Pay Elimination**
 - This is an area that the City has focused on eliminating in our contracts.
 - The bargaining unit has agreed to eliminate four add pays in exchange for the City providing a 1% increase in pay in 2022 and a 1% increase in 2023.
 - Add Pays eliminated in January 2025:
 - Longevity
 - Education
 - Hazardous Materials
 - Emergency Medical Technician(EMT)

- The total estimated cost of this package for IAFF over the 4-year period is \$2,795,965
 - 15.83% of total compensation / 3.96% per year
 - 100% of costs are General Fund
- The first year of the IAFF agreement is FY 21-22 and there is zero cost.
- CFO estimates that the City's FY 2022-23 adopted budget has sufficient appropriations to implement the proposed MOU.

Bargaining Group	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Total	
IAFF	\$ -	\$ 1,109,336	\$ 1,002,346	\$ 684,282	\$ 2,795,965	
Labor Methodology	\$ -	\$ 1,109,336	\$ 1,002,346	\$ 684,282	\$ 2,795,965	
% Increase	0.00%	6.28%	5.67%	3.87%	15.83%	
Budget Methodology	\$ -	\$ 1,109,336	\$ 2,111,682	\$ 2,795,965	\$ 6,016,983	
% Increase	0.00%	6.28%	11.95%	15.83%		

- The **Labor Methodology** illustrates the cost increase in each year independently as a percentage of base compensation.
- The **Budget Methodology** compounds the increased cost over the term of the entire contract as a percentage of base compensation.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Construction Agreement 32300045 with GMZ Engineering, Inc. for the Mandalay Bay Bridge and the Edison Canal Bridge, and the First Amendment to the engineering Agreement A-8141 with Dokken Engineering for the Mandalay Bay Bridge and Edison Canal Bridge, Specification No. PW 18-61. (10 Minutes)

RECOMMENDATION

That the City Council approve and authorize the following for a total of \$5,587,808 in Project funds for the Mandalay Bay Bridge and Edison Canal Bridge:

1. Execute an Agreement for construction with GMZ Engineering, Inc. in an amount not to exceed \$4,407,468 for the Projects; and
2. Authorize a Project contingency amount of \$660,000 with GMZ Engineering, Inc. for a total not to exceed contract value of \$5,067,468 for the Projects;
3. Execute a First Amendment to an Agreement with Dokken Engineering to increase the not to exceed amount from \$201,914 to \$293,494 for engineering services during construction.
4. Authorize a Project allocation amount of \$428,760 for Project management, Construction management, and inspection for the Projects.
5. Authorize a budget appropriation of \$940,936 from the Capital Outlay Fund 301 to fully fund the Mandalay Bay Bridge project; and
6. Authorize the Finance Director or designee to recognize future grant funding of \$4,946,886, and approve administrative budget appropriation transfers of available balances between projects 133113 and 133114 for the use of these Projects in the total amount not to exceed \$5,587,808.

(This item is categorically exempt from the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations section 15301(c)).

(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.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Y7reOwDCLMg>

BACKGROUND

The Mandalay Bay Bridge and Edison Canal Bridge are located on Channel Island Boulevard between Harbor Boulevard and Victoria Avenue and are approximately 900-feet apart. Caltrans operates a federally mandated Bridge Inspection Program under Title 23 of the United State Code. Following Caltrans' biennial inspection, the bridges were determined to be in need of refurbishment and rehabilitation repairs. While the scope of work for the two bridges is similar, Caltrans identifies, inspects, and provides funding for each bridge separately. In an effort to provide more efficient permitting,

design, and construction, staff has been working on both bridge projects concurrently and recommends a single construction contract award. Prior to any work, the contractor will secure permits from the Coast Guard in order to perform any work in the waterways.

The Project scope consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to complete rehabilitation of the Mandalay Bay Bridge No. 52C0108, Caltrans project BHLS-5129(069) and Edison Canal Channel Bridge No. 52C0095, Caltrans project BHLS-5129(070). Work will include, but is not limited to repairing and resurfacing the bridge decks, replacing existing joint seals, repairing existing guardrails, replacing concrete barrier and sidewalk on the bridges with tubular hand railing and new sidewalk, constructing concrete approaches slabs, removing and replacing transition curb, gutter and sidewalk on the roadway, restripe pavement markings and other miscellaneous work.

In addition, the Edison Canal Bridge, the larger of the two bridges, includes cleaning and painting the steel casing columns that are located within the water channel. Cofferdams around the columns will be installed from a temporary trestle or barge and water will be pumped out down to the footings to provide access to the full height of the columns. The columns will then be cleaned of corrosion and painted. Boating access within the harbor channel will be maintained during construction activities. The project includes best management practices to ensure the water quality of the harbor is not degraded by project activities, as well as the implementation of sensitive bird species avoidance measures including nesting bird surveys prior to construction activities.

CIP Reference

Project No. **133113 and 133114** – The Mandalay Bay & Edison Canal Bridge Rehabilitation - Construction Phase PW 18-61 - CIP 2022-2027 - Adopted June 2022 – Page 61 & 54.

The work is tentatively scheduled to begin in January 2023 and continue into early June 2023 (90 working days) absent any supply chain delays, weather delays, or unforeseen site conditions. Staff and the contractor will work closely with the Channel Islands and Hollywood By the Sea Neighborhood Councils in Council District No. 1 to keep them informed of the schedule. Furthermore, staff will work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project issues, unforeseen conditions and schedule milestones. Additionally, the contractor is required to secure a permit to oversee, control & monitor boat traffic under the bridge. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on September 1, 2022, and all bids were due on October 4, 2022. The City received the following bids:

GMZ Engineering, Inc.: \$4,407,468.00

The lowest (and only) bidder is GMZ Engineering, Inc., (GMZ) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from GMZ and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR).

Staff also received approval from Caltrans to award to a sole bidder through a Cost Effectiveness Public Interest Finding determination. Caltrans acknowledged that sole bids are becoming more prevalent in the current bidding environment. Caltrans agrees that a re-bid could increase the cost and would add several months to project delivery with no assurance that the City will receive additional bidders. Since these projects will be funded with federal grants, which are subject to deadlines, Caltrans approves the recommendation to award to the sole responsive bidder.

Based upon the available information and research performed to date, staff believe that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for these projects to GMZ Engineering, Inc.

In addition to the project award amount of \$4,407,468, Staff recommends authorizing \$1,180,340 for the project, which includes \$660,000 for project contingency (~15% of the contract costs due to the bridge being supported in the water) and

\$520,340 for the cost of engineering services and City staff (~12% of the contract cost due to permit requirements and specialized inspection). Engineering services include the following activities during construction: engineering, inspection, permitting requirements including bird nesting surveys, project management and construction management. These recommendations bring the total estimated cost of the two bridges to \$5,587,808.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for these Projects is \$5,587,808 which includes one construction agreement for two bridge projects, contingency, and construction management. The total cost for the Edison Canal Bridge, Project no. 133114 is \$3,700,054, which has an available project budget balance of \$3,700,054, therefore no additional funding is requested. The total cost for the Mandalay Bay Bridge, Project no. 133113 is \$1,887,755, which has an available project budget balance of \$946,819. An appropriation of \$940,936 from the Capital Outlay Fund 301 is requested to fully fund the Mandalay Bay Bridge project.

Edison Canal Bridge Construction: \$2,992,845 Contingency: \$406,868 Construction Management: \$300,340 Total for Edison Canal Bridge: \$3,700,053					
Project	Fund Number	Fund Name	Current Available Appropriations	Additional Appropriation	Available Project Budget
C1307 133114 Edison Canal Bridge	105	Street Maintenance	\$20,053	\$0	\$20,053
	185	RMRA	\$352,358	\$0	\$352,358
	301	Capital Outlay Fund	\$3,327,642	\$0	\$3,327,642
Total for Edison Canal Bridge			\$3,700,053	\$0	\$3,700,053

Mandalay Bay Bridge Construction: \$1,414,623 Contingency: \$253,132 Construction Management: \$220,000 Total for Mandalay Bay Bridge: \$1,887,755					
Projects	Fund Number	Fund Name	Current Available Appropriations	Additional Appropriation	Available Project Budget

C1306 133113 Mandalay Bay Bridge	105	Street Maintenance	\$11,754	\$0	\$11,754
	185	RMRA	\$107,130	\$0	\$107,130
	301	Capital Outlay Fund	\$827,935	\$940,936	\$1,768,871
Total for Mandalay Bay Bridge			\$946,819	\$940,936	\$1,887,755

Combined Project Grand Total	\$4,646,872	\$940,936	\$5,587,808
-------------------------------------	--------------------	------------------	--------------------

While the two bridges qualify for federal Highway Bridge Program grant funding, the program is oversubscribed with more projects than available funding. Caltrans issued an authorization to proceed with construction using Advance Construction, which allows the City to begin the project immediately. When funding becomes available, Caltrans will replenish 88.53% of the project cost through a post-programming process. At that time, Staff will recognize the grant funding of \$4,946,886 and reimburse local funding.

COMMITTEE OUTCOME

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

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement 32300045
2. A-8141 - First Amendment
3. Agreement A-8141 Dokken
4. Request for Caltrans Construction Authorization
5. Presentation

CONTRACT

**CITY OF OXNARD CONTRACT FOR
MANDALAY BAY BRIDGE NO. 52C0108, AND EDISON CANAL BRIDGE NO. 52C0095,
LOCATED ON CHANNEL ISLANDS BOULEVARD SPECIFICATION NO. PW 18-61
FEDERAL PROJECT NOS.
BHLS-5129(069) AND BHLS-5129(070)**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GMZ ENGINEERING, INC. ("Contractor"). Contractor's license number is 967627.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Mandalay Bay Bridge No. 52C0108, and Edison Canal Bridge No. 52C0095, located on Channel Islands Boulevard, Specification No PW 18-61 Federal Project Nos. BHLS-5129(069) AND BHLS-5129(070) ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of four million four hundred seven thousand four hundred sixty-eight dollars (\$4,407,468.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. 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 Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

GMZ ENGINEERING, INC.

☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ Buyer

Ghazi Mubarak, CEO, CFO. ² Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

**Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(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 \$2,000,000 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.

e. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. 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. 32300045
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City

Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

10/22

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-G.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER ASPECIFY 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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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; if architectural, engineering or electrical work will be performed under the Contract Contractors Pollution Liability and Contractors Pollution Errors & Omissions				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant PER CLAIM / OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No32300045

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

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)**

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❑ 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, Aoccurrence" form CA0001, code Aany 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 No32300045

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () Date Signed

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) _____ (“Principal”)

a contract (the "Contract") for the Work described as MANDALAY BAY BRIDGE NO. 52C0108, AND EDISON CANAL BRIDGE NO. 52C0095, LOCATED ON CHANNEL ISLANDS BOULEVARD SPECIFICATION NO. PW 18-61 FEDERAL PROJECT NOS. BHLS-5129(069) AND BHLS-5129(070).

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound,
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and referred to in
 Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum
 of _____ Dollars (\$ _____), this
 amount being not less than a hundred percent (100%) of the total Contract Price in lawful
 money of the United States of America, for materials furnished or labor thereon of any kind, or
 for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that
 the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and
 also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs
 and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in
 successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as
 costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of

the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its:

Its:

By: _____

By: _____

Its:

Its:

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the

Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its:

Its:

By: _____

By: _____

Its:

Its:

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR MANDALAY BAY BRIDGE NO. 52C0108, AND EDISON CANAL BRIDGE NO. 52C0095, LOCATED ON CHANNEL ISLANDS BOULEVARD

SPECIFICATION NO. PW 18-61 FEDERAL PROJECT NOS. BHLS-5129(069) AND BHLS-5129(070)

Bidder's Name: GMZ Engineering, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

PROJECT A						
BR 52C0108 Mandalay Bay - Fed. Project #BHLS5129 (069)						
Item No.	DESCRIPTION	PAYMENT REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION/DEMO BILIZATION (Not to exceed 5% of Project A Total)	1001-3	LS	1	\$60,000	\$60,000.00
2	CLEARING AND GRUBBING	1103-3	LS	1	\$50,000	\$50,000.00
3	COLD PLANE ASPHALT CONCRETE PAVEMENT	1110-3	SQYD	160	\$10	\$1,600.00
4	HOT MIX ASPHALT (TYPE A)	1150-11	TON	20	\$400	\$8,000.00
5	MINOR CONCRETE (CURB)	1174-6	LF	60	\$100	\$6,000.00
6	MINOR CONCRETE (CURB, GUTTER, SIDEWALK AND DRIVEWAY)	1174-6	CY	5	\$2,000	\$10,000.00
7	REMOVE CONCRETE CURB	1174-6	LF	60	\$100	\$6,000.00
8	REMOVE CONCRETE (CURB, GUTTER, AND SIDEWALK)	1174-6	LF	68	\$100	\$6,800.00
9	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1505-4	LS	1	\$100,000	\$100,000.00
10	THERMOPLASTIC TRAFFIC STRIPE	1515-4	LF	1,500	\$5	\$7,500.00

11	PREPARE WATER POLLUTION CONTROL PROGRAM	1800-4	LS	1	\$35,000	\$35,000.00
12	REMOVE CONCRETE DECK SURFACE	2002-3	SQFT	4,410	\$10	\$44,100.00
13	PREPARE CONCRETE BRIDGE DECK SURFACE	2004-4	SQFT	8,860	\$1	\$8,860.00
14	TREAT BRIDGE DECK	2005-6	SQFT	4,430	\$1.10	\$4,873.00
15	FURNISH BRIDGE DECK TREATMENT MATERIAL	2005-6	GAL	50	\$130	\$6,500.00
16	FURNISH POLYESTER CONCRETE OVERLAY	2007-6	CF	1,630	\$100	\$163,000.00
17	PLACE POLYESTER CONCRETE OVERLAY	2007-6	SQFT	4,430	\$50	\$221,500.00
18	REMOVE CONCRETE BARRIER AND SIDEWALK	2008-4	LF	278	\$100	\$27,800.00
19	JOINT SEAL (MR 1 1/2")	2009-6	LF	123	\$100	\$12,300.00
20	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R MOD)	2010-9	CY	104	\$4,000	\$416,000.00
21	CONCRETE BARRIER (TYPE 732SW MOD)	2010-9	LF	306	\$600	\$183,600.00
22	TUBULAR HANDRAILING	2020-4	LF	306	\$115	\$35,190.00
TOTAL PROJECT A:						\$ 1,414,623.00

PROJECT B BR 52C0095 Edison Canal - Fed. Project #BHLS-5129 (070)						
Item No.	DESCRIPTION	PAYMENT REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
23	MOBILIZATION/DEM OBILIZATION (Not to exceed 5% of Project B Total)	1001-3	LS	1	\$150,000	\$150,000.00
24	CLEARING AND GRUBBING	1103-3	LS	1	\$50,000	\$50,000.00
25	COLD PLANE ASPHALT CONCRETE PAVEMENT	1110-3	SQYD	180	\$10	\$1,800.00

PROJECT B BR 52C0095 Edison Canal - Fed. Project #BHLS-5129 (070)						
Item No.	DESCRIPTION	PAYMENT REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
26	HOT MIX ASPHALT (TYPE A)	1150-11	TON	30	\$350	\$10,500.00
27	ADJUST UTILITY COVER TO GRADE	1185-4	EA	17	\$550	\$9,350.00
28	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1505-4	LS	1	\$75,000	\$75,000.00
29	THERMOPLASTIC TRAFFIC STRIPE	1515-4	LF	3,480	\$5	\$17,400.00
30	MIDWEST GUARDRAIL SYSTEM	1516-7	LF	103	\$85	\$8,755.00
31	TRANSITION RAILING (TYPE WB-31)	1516-7	EA	2	\$5,100	\$10,200.00
32	END CAP (TYPE TC)	1516-7	EA	2	\$400	\$800.00
33	ALTERNATIVE IN-LINE TERMINAL SYSTEM	1516-7	EA	1	\$5,200	\$5,200.00
34	REMOVE GUARDRAIL	1516-7	LF	250	\$16	\$4,000.00
35	MODIFYING BRIDGE LIGHTING SYSTEM	1520-4	LS	1	\$50,000	\$50,000.00
36	LIGHTING (NAVIGATION)	1521-7	LS	1	\$200,000	\$200,000.00
37	RESET SIGN	1530-4	EA	11	\$100	\$1,100.00
38	SIGN (NAVIGATION)	1530-4	EA	6	\$300	\$1,800.00
39	PREPARE WATER POLLUTION CONTROL PROGRAM	1800-4	LS	1	\$35,000	\$35,000.00
40	REMOVE ASPHALT CONCRETE SURFACING	2003-3	SQFT	4,230	\$5	\$21,150.00
41	PREPARE CONCRETE BRIDGE DECK SURFACE	2004-4	SQFT	40,890	\$1	\$40,890.00
42	FURNISH POLYESTER CONCRETE OVERLAY	2007-6	CF	3,940	\$100	\$394,000.00
43	PLACE POLYESTER CONCRETE OVERLAY	2007-6	SQFT	40,890	\$10	\$408,900.00

PROJECT B BR 52C0095 Edison Canal - Fed. Project #BHLS-5129 (070)						
Item No.	DESCRIPTION	PAYMENT REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
44	REMOVE CONCRETE BARRIER	2008-4	LF	1,160	\$50	\$58,000.00
45	JOINT SEAL (MR 1/2")	2009-6	LF	156	\$50	\$7,800.00
46	JOINT SEAL (MR 2")	2009-6	LF	156	\$200	\$31,200.00
47	CONCRETE BARRIER (TYPE 836 MODIFIED)	2010-9	LF	1,160	\$300	\$348,000.00
48	TUBULAR BICYCLE RAILING	2020-4	LF	580	\$400	\$232,000.00
49	SACRIFICIAL CATHODIC PROTECTION SYSTEM	2030-6	EA	6	\$35,000	\$210,000.00
50	SPOT BLAST CLEAN AND PAINT UNDERCOAT	2050-6	SQFT	2,300	\$100	\$230,000.00
51	PAINT STRUCTURAL STEEL (EXISTING BRIDGE)	2050-6	SQFT	2,300	\$100	\$230,000.00
52	BARGE OR TRESTLE ACCESS	2060-4	LS	1	\$150,000	\$150,000.00
TOTAL PROJECT B:						\$ 2,992,845.00
TOTAL BID PRICE PROJECT A AND PROJECT B:						\$ 4,407,468.00

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = TOTAL PRICE OF PROJECT A AND PROJECT B

TOTAL BID PRICE IN DIGITS: \$ 4,407,468.00

TOTAL BID PRICE IN WORDS: Four Million Four Hundred Seven Thousand Four Hundred Sixty Eight Dollars and 00/100

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda - No Addenda

Addendum: Date Received:
#01 _____
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): GMZ Engineering, Inc.

Signature: _____

Title: President

Print: Ghazi Mubarak

Date: 4 October 2022

Signature: _____

Title: _____

Print: _____

Date: _____

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation (“City”), and Dokken Engineering (“Consultant”). This First Amendment amends the Agreement entered into on June 4, 2019, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 14 of the Cover Page of the Agreement is hereby amended to “\$293,494.”
2. The reference to Exhibit A Scope of Work everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Construction Support Services Scope of Work and the Environmental Construction Support Services Scope of Work for the Edison Canal Bridge and Mandalay Bay Bridge Rehabilitation Projects. Exhibits are attached hereto and incorporated herein by this reference.
3. The reference to Exhibit C Compensation everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Construction Support Cost Proposal and the Environmental Construction Support Cost Proposal for the Mandalay Bay Bridge and Edison Canal Bridge Rehabilitation Projects. Exhibits are 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.

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

DOKKEN ENGINEERING

Jennifer Yates,¹ Date
Purchasing Agent

Richard Liptak, CEO ² Date

Cathy Chan, Board Secretary Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Date
Attorney (always required)

¹ The City Council must authorize any agreement over \$200,000 annually. The City Manager may authorize any agreement over \$100,000 up to \$200,000 annually. The Purchasing Agent may authorize any agreement up to \$100,000 annually. All agreements shall be executed by the Purchasing Agent.

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.



Construction Support Services Scope of Work

Edison Canal Bridge and Mandalay Bay Bridge Rehabilitation Project

Dokken Engineering (Dokken) will perform the following scope of work for the construction phase of the Edison Canal Bridge (Bridge No. 52C0095) and Mandalay Bay Bridge (Bridge No. 52C0108) Rehabilitation Project. All scope items are applicable to both bridge rehabilitations; cost proposal has been split to reflect funding.

TASK 1. CONSTRUCTION SUPPORT

Task 1.1 Construction Site Meetings

As requested, a representative from Dokken project manager will attend scheduled construction site meeting during the contract duration and respond to questions in the meetings and perform structural observations as required per the Contract Documents. Dokken will prepare meeting minutes and structural observation reports for each meeting. Five (5) on-site meetings, three (3) Structural Observation site visits and five (5) virtual/teleconference have been assumed.

Task 1.2 Shop Drawing and Submittal Review

Dokken will review and respond to shop drawing submittals for conformity with the plans and specifications. Typical submittals including; reinforcement shop drawings, joint seal shop drawings, spall repair material specifications sheets, concrete mix designs, painting material submittals and access platform plans and calculations have been assumed. Dokken will maintain a tracking log of all submittals.

Task 1.3 Request For Information and Change Requests

Dokken will review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor. Dokken will maintain a tracking log of all RFIs and CRs.

TASK 2. POST-CONSTRUCTION REPORTING

Task 2.1 As-Builts and Record Drawings

Dokken will prepare record drawings upon completion of the project and acquire the daily red lined plans from the Construction Manager. Final record drawings will be both submitted in electronic PDF.

Please see the attached pages for a full cost proposal. If you have any questions regarding this scope and fee, please contact me via email at rburns@dokkenengineering.com or by phone at (916) 858-0642.

Sincerely,

Rob Burns
Project Manager
Dokken Engineering
110 Blue Ravine Road, #200
Folsom, California 95630

November 2, 2022

TASK DESCRIPTION	DOKKEN ENGINEERING						TOTAL COST
	Project Manager	Senior Engineer	Associate Engineer	Assistant Engineer	Senior CAD	TOTAL HOURS	
FULLY BURDENED RATE	\$ 234.91	\$ 234.91	\$ 178.42	\$ 136.79	\$ 199.23		
MANDALAY BAY BRIDGE REHABILITATION - CONSTRUCTION SUPPORT	53	43	52	50	4	202	\$ 40,232.81
TASK 1. CONSTRUCTION SUPPORT	52	40	32	50		174	\$ 34,874.38
Task 1.1 Construction Site Meetings	12	20	12			44	\$ 10,015.08
Task 1.2 Shop Drawing and Submittal Review	20		10	40		70	\$ 11,953.87
Task 1.3 Request For Information and Change Requests	20	20	10	10		60	\$ 12,905.42
TASK 2. POST-CONSTRUCTION REPORT	1	3	20		4	28	\$ 5,358.43
Task 2.1 As-Built and Record Drawings	1	3	20		4	28	\$ 5,358.43
TOTAL HOURS	53	43	52	50	4	202	
TOTAL COST	#####	#####	\$9,277.63	\$6,839.28	\$ 796.92		\$ 40,232.81

November 2, 2022

TASK DESCRIPTION	DOKKEN ENGINEERING						TOTAL COST
	Project Manager	Senior Engineer	Associate Engineer	Assistant Engineer	Senior CAD	TOTAL HOURS	
FULLY BURDENED RATE	\$ 234.91	\$ 234.91	\$ 178.42	\$ 136.79	\$ 199.23		
EDISON CANAL BRIDGE REHABILITATION - CONSTRUCTION SUPPORT	53	43	52	50	4	142	\$ 40,232.81
TASK 1. CONSTRUCTION SUPPORT	52	40	32	50		114	\$ 34,874.38
Task 1.1 Construction Site Meetings	12	20	12			44	\$ 10,015.08
Task 1.2 Shop Drawing and Submittal Review	20		10	40		70	\$ 11,953.87
Task 1.3 Request For Information and Change Requests	20	20	10	10			\$ 12,905.42
TASK 2. POST-CONSTRUCTION REPORT	1	3	20		4	28	\$ 5,358.43
Task 2.1 As-Built and Record Drawings	1	3	20		4	28	\$ 5,358.43
TOTAL HOURS	53	43	52	50	4	142	
TOTAL COST	#####	#####	\$9,277.63	\$6,839.28	\$ 796.92		\$ 40,232.81

November 2, 2022

TASK DESCRIPTION	MANDALAY BAY BRIDGE REHABILITATION - CONSTRUCTION SUPPORT	EDISON CANAL BRIDGE REHABILITATION - CONSTRUCTION SUPPORT	GRAND TOTAL COST MANDALAY BAY BRIDGE + EDISON CANAL BRIDGE
MANDALAY BAY AND EDISON CANAL BRIDGE REHABILITATION - CONSTRUCTION SUPPORT	\$ 40,232.81	\$ 40,232.81	\$ 80,465.62
TASK 1. CONSTRUCTION SUPPORT	\$ 34,874.38	\$ 34,874.38	\$ 69,748.76
Task 1.1 Construction Site Meetings	\$ 10,015.08	\$ 10,015.08	\$ 20,030.17
Task 1.2 Shop Drawing and Submittal Review	\$ 11,953.87	\$ 11,953.87	\$ 23,907.74
Task 1.3 Request For Information and Change Requests	\$ 12,905.42	\$ 12,905.42	\$ 25,810.85
TASK 2. POST-CONSTRUCTION REPORT	\$ 5,358.43	\$ 5,358.43	\$ 10,716.85
Task 2.1 As-Built and Record Drawings	\$ 5,358.43	\$ 5,358.43	\$ 10,716.85
TOTAL COST	\$ 40,232.81	\$ 40,232.81	\$ 80,465.62

**TOTAL COST PROPOSAL FOR CONSTRUCTION
SUPPORT:**

\$80,465.62
 + \$8,046.56 (10% CONTINGENCY)
\$88,512.18



**\$32,049.46 + \$5,950.54 =
\$38,000**

Environmental Construction Support Services Scope

Edison Canal Bridge and Mandalay Bay Bridge Rehabilitation Project

Dokken Engineering's environmental team (Dokken) will perform all required environmental monitoring services and coordination associated with the Edison Canal Bridge (Bridge No. 52C0095) and Mandalay Bay Bridge (Bridge No. 52C0108) Rehabilitation Project. All scope items are applicable to both bridge rehabilitations; cost proposal has been split to reflect funding.

TASK 1. CONSTRUCTION SUPPORT

Task 1.1 Environmental Awareness Training

Dokken will conduct environmental awareness trainings at the onset of and throughout construction, as necessary, to inform project proponents and personnel of pertinent commitments required by the environmental permits. Environmental trainings will include a presentation on the legal protection of special-status species with potential to occur onsite and the importance of avoiding impacts to species and possible penalties for not complying with these requirements. Dokken will retain documentation of the employees who attend the environmental awareness trainings to present to relevant agencies, if requested.

Task 1.2 Pre-Construction Nesting Bird Surveys

Construction activities (including vegetation removal and bridge work) are anticipated to occur within the nesting bird season, February 1 to September 1. In accordance with measure BIO-6 of the 1602 Streambed Alteration Agreement, Dokken biologists will conduct a nesting bird survey within 14 days of the start of construction. The nesting bird survey will include the project area plus a 500-foot buffer.

In addition, construction is anticipated to occur within the California least tern (*Sternula antillarum browni*) and western snowy plover (*Charadrius alexandrinus nivosus*) breeding season, April to September. In accordance with measure BIO-8 of the 1602 Streambed Alteration Agreement, Dokken's qualified biologists will include focused survey efforts for the California least tern and western snowy plover with the pre-construction nesting bird survey efforts.

If the active nests of any migratory birds, raptors, or special-status species are found during surveys, Dokken will coordinate with the City and CDFW as necessary to implement no-work buffers for active nests.

Task 1.3 Monthly Construction Monitoring

Construction monitoring will be conducted on a monthly basis, at a minimum, throughout construction. Special focus will be given to inspecting the site to ensure all environmental commitments are being met. Periodic monitoring for sensitive species will be conducted for the duration of work. Dokken will communicate and coordinate with the City while onsite regarding construction progress, schedule, and implementation of relevant environmental commitments.

Task 1.4 Environmental Commitments Record (ECR) Tracking and Compliance

Dokken will compile a comprehensive Environmental Commitments Record (ECR) to track compliance with the project's required environmental permit conditions. Dokken will monitor compliance with all measures in the ECR and will sign off as each measure is complied with. If necessary, Dokken will coordinate with the City to remediate any potential ECR incompliance. At project completion, the bound and signed ECR document will be provided to the City as a record of project compliance.



TASK 2. POST-CONSTRUCTION REPORTING

Task 2.1 Permitting Agency Coordination and Post-Construction Closeout

Dokken's environmental team will conduct ongoing coordination with the agencies involved with the project to notify them of key work activities, to address any questions/concerns, and to ensure they receive any requested project materials, such as annual reports required by the 401 Water Quality Certification. Additionally, Dokken will document post construction site conditions and submit project closeout notifications as required by the environmental permits. The permit closeout packages will contain before and after site photographs, the completed ECR, and an explanation of how the project was completed in accordance with the commitments set forth in the environmental permits.

Task 2.1 Post-Construction Monitoring

As required by the 401 Water Quality Certification, Dokken will visually inspect the project area during the rainy season for a period of five years following the completion of construction activities in order to ensure no excessive erosion, stream instability, or other water quality pollution is occurring on-site. If water quality pollution is occurring, Dokken's environmental team will assist the City in the coordination with the Los Angeles Water Board staff in order to document any water quality violations as well as conduct any necessary site remediation.

Please see the attached pages for a full cost proposal.

If you have any questions regarding this scope and fee, please contact me via email at sarahholm@dokkenengineering.com or by phone at (916) 858-0642.

Sincerely,

Sarah Holm
Senior Biologist/Environmental Manager
Dokken Engineering
110 Blue Ravine Road, #200
Folsom, California 95630

May 20, 2022

TASK DESCRIPTION	DOKKEN ENGINEERING				
	Environmental Manager	Associate Environmental Planner	Environmental Planner	TOTAL HOURS	TOTAL COST
FULLY BURDENED RATE	\$ 223.02	\$ 136.79	\$ 92.18		
EDISON CANAL BRIDGE REHABILITATION - ENVIRONMENTAL CONSTRUCTION SUPPORT	8	32	107	147	\$ 16,024.73
TASK 1. CONSTRUCTION SUPPORT	3	23	62	88	\$ 9,530.39
Task 1.1 Environmental Awareness Training	1	4	14	19	\$ 2,060.70
Task 1.2 Pre-Construction Nesting Bird Surveys	1	5	12	18	\$ 2,013.13
Task 1.3 Monthly Construction Monitoring		12	24	36	\$ 3,853.79
Task 1.4 Environmental Commitments Record (ECR) Tracking and Compliance	1	2	12	15	\$ 1,602.77
TASK 2. POST-CONSTRUCTION REPORT	5	9	45	59	\$ 6,494.34
Task 2.1 Permitting Agency Coordination and Post-Construction Closeout	2	4	15	21	\$ 2,375.91
Task 2.2 Post-Construction Monitoring	3	5	30	38	\$ 4,118.44
TOTAL HOURS	8	32	107	147	
TOTAL COST	\$ 1,784.16	\$ 4,377.14	\$ 9,863.43		\$ 16,024.73

May 20, 2022

TASK DESCRIPTION	DOKKEN ENGINEERING				
	Environmental Manager	Associate Environmental Planner	Environmental Planner	TOTAL HOURS	TOTAL COST
FULLY BURDENED RATE	\$ 223.02	\$ 136.79	\$ 92.18		
MANDALAY BAY BRIDGE REHABILITATION - ENVIRONMENTAL CONSTRUCTION SUPPORT	8	32	107	147	\$ 16,024.73
TASK 1. CONSTRUCTION SUPPORT	3	23	62	88	\$ 9,530.39
Task 1.1 Environmental Awareness Training	1	4	14	19	\$ 2,060.70
Task 1.2 Pre-Construction Nesting Bird Surveys	1	5	12	18	\$ 2,013.13
Task 1.3 Monthly Construction Monitoring		12	24	36	\$ 3,853.79
Task 1.4 Environmental Commitments Record (ECR) Tracking and Compliance	1	2	12	15	\$ 1,602.77
TASK 2. POST-CONSTRUCTION REPORT	5	9	45	59	\$ 6,494.34
Task 2.1 Permitting Agency Coordination and Post-Construction Closeout	2	4	15	21	\$ 2,375.91
Task 2.2 Post-Construction Monitoring	3	5	30	38	\$ 4,118.44
TOTAL HOURS	8	32	107	147	
TOTAL COST	\$ 1,784.16	\$ 4,377.14	\$ 9,863.43		\$ 16,024.73

May 20, 2022

TASK DESCRIPTION	MANDALAY BAY BRIDGE REHABILITATION - ENVIRONMENTAL CONSTRUCTION SUPPORT	EDISON CANAL BRIDGE REHABILITATION - ENVIRONMENTAL CONSTRUCTION SUPPORT	GRAND TOTAL COST MANDALAY BAY BRIDGE + EDISON CANAL BRIDGE
MANDALAY BAY AND EDISON CANAL BRIDGE REHABILITATION - ENVIRONMENTAL CONSTRUCTION SUPPORT	\$ 16,024.73	\$ 16,024.73	\$ 32,049.46
TASK 1. CONSTRUCTION SUPPORT	\$ 9,530.39	\$ 9,530.39	\$ 19,060.78
Task 1.1 Environmental Awareness Training	\$ 2,060.70	\$ 2,060.70	\$ 4,121.41
Task 1.2 Pre-Construction Nesting Bird Surveys	\$ 2,013.13	\$ 2,013.13	\$ 4,026.25
Task 1.3 Monthly Construction Monitoring	\$ 3,853.79	\$ 3,853.79	\$ 7,707.57
Task 1.4 Environmental Commitments Record (ECR) Tracking and Compliance	\$ 1,602.77	\$ 1,602.77	\$ 3,205.54
TASK 2. POST-CONSTRUCTION REPORT	\$ 6,494.34	\$ 6,494.34	\$ 12,988.68
Task 2.1 Permitting Agency Coordination and Post-Construction Closeout	\$ 2,375.91	\$ 2,375.91	\$ 4,751.81
Task 2.2 Post-Construction Monitoring	\$ 4,118.44	\$ 4,118.44	\$ 8,236.87
TOTAL COST	\$ 16,024.73	\$ 16,024.73	\$ 32,049.46

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 4th day of June, 2019, by and between the City of Oxnard, a municipal corporation ("**City**"), and DOKKEN ENGINEERING, ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Services**" or collectively the "**Project**"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

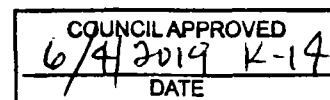
Consultant shall undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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. Performing such services shall not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Debbie O'Leary, Transportation Planner ("**Manager**"), subject to the direction of the City Manager or Public Works Director.



6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. 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.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated herein by this reference. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Rob Burns, SE, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular requirements.

12. Term of Agreement

This Agreement shall begin on June 4, 2019 and expire on June 4, 2024.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery

or mailing of such notice; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$201,913.69 for the Services at rates provided in **Exhibit C** attached hereto and incorporated herein by this reference.

b. The acceptance by Consultant of the final payment made under 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.

c. Payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and shall assure that its contractors and subcontractors shall be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors shall be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

b. Consultant acknowledges that this is a federally- and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents shall be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. 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; or for other purposes relating to the Agreement. Consultant shall 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 or until an audit has been completed and accepted by City, whichever occurs later. Consultant 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. Consultant shall include a copy of this Section 19 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.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records shall be maintained, and audits shall be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

- a. Whether the Project is proceeding on schedule and within budget;
- b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;
- c. Major construction accomplishments during the month and/or quarter;

d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;

e. The status of the Project budget; and

f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress shall include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof shall be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City shall rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or

cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a "**Claim**" and collectively the "**Claims**").

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. 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 Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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.

d. Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

26. Conflict of Interest

a. 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.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

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. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement shall be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

28. Successors and Assigns

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

29. Fair Employment Practices

a. All persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. During the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and

specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

34. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

35. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

36. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors

comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation ["CFR"] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program ["TCEP"] Guidelines, Local Partnership Program ["LPP"] Guidelines, Solutions for Congested Corridors Program ["SCCP"] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code ["PCC"] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it shall notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

40. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

41. 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 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.

42. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

43. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

44. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Dokken Engineering, 1450 Frazee Road, Suite 100, San Diego CA 92108, Attention: Rob Burns, SE, Project Manager.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

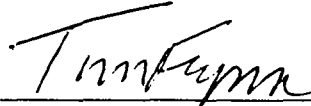
47. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures Follow on Next Page]

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

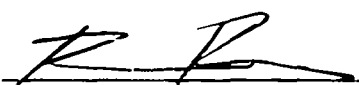
CITY OF OXNARD



Tim Flynn,
Mayor

6/4/19
Date

DOKKEN ENGINEERING



Rob Burns, SE,
Project Manager

5/24/19
Date

APPROVED AS TO FORM:



Stephen M. Fischer,
City Attorney

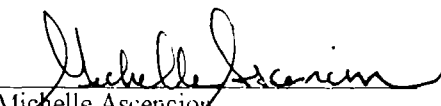
5/24/19
Date



Richard T. Liptak, PE
President/Principal in Charge

5/24/19
Date

ATTEST:



Michelle Ascencion,
City Clerk (only if Mayor signs)

6/4/19
Date

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.

The City requires the following for any contract:

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

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

EXHIBIT A

SCOPE OF SERVICES

A. Edison Canal Bridge Rehabilitation

SCOPE OF WORK

Dokken Engineering (Dokken) has reviewed the Scope of Work defined in Section 5.2, "Scope of Work" of the Request for Proposals (RFP) and agrees to perform all work included in the RFP. The following scope of work includes all items included in the RFP with some enhancements to further ensure project delivery.

Task 1 PROJECT MANAGEMENT

1.1 Meetings and Coordination

Dokken shall develop a Project Development Team (PDT), subject to City approval. Members of the PDT shall include Consultant and Subconsultants, City, and other agency representatives, as necessary.

Dokken shall schedule and conduct a kick-off meeting and monthly PDT meetings. Dokken's environmental lead shall attend meetings with the City and/or permitting agencies as needed. Dokken shall conduct team meetings with affected agencies to review project schedules, concepts, plans, and specifications and prepare meeting minutes.

Deliverable: Meeting Materials and Meeting Minutes

1.2 Schedule and Progress Reports

Dokken shall prepare monthly progress reports and supporting data. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and a schedule of completion of target dates.

Deliverable: Monthly Schedule Summaries and Progress Reports.

1.3 Utility Coordination Support (OPTIONAL)

If required for any recommended bridge work, Dokken shall support City Staff to coordinate the relocation of all utilities affected by the project. This includes identifying limits of relocation. This task does not include coordination with utility owners in the project vicinity or owner notification, relocation coordination and protection details.

Deliverable: Utility Coordination Support

Task 2 ENVIRONMENTAL SUPPORT

2.1 Biological Site Visit

Dokken's biologist/regulatory specialist shall conduct a site visit to map the ordinary high water mark, note existing conditions, and take photographs for the permit applications.

Deliverable: Memorandum summarizing results of the biology visit

2.2 Section 401 Water Quality Certification

Section 401 regulates discharges of fill and dredged materials into waters of the U.S. Dokken's environmental team shall submit the 401 application and work with the Los Angeles RWQCB to obtain a Section 401 Clean Water Certification. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 401 Water Quality Certification

2.3 Section 1602 Streambed Alteration Agreement

Activities that have permanent or temporary impacts to lakes, streambeds, or their associated riparian areas are regulated by the CDFW. Dokken Engineering shall coordinate with the CDFW to obtain a Section 1602 Streambed Alteration Agreement. Dokken Engineering shall delineate boundaries of CDFW jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFW for the bridge rehabilitation work. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 1602 Streambed Alteration Agreement

2.4 United States Coast Guard – Temporary Impacts Approval

Dokken shall coordinate with Mr. Carl Hausner with District 11 of the U.S. Coast Guard. Mr. Hausner confirmed that these bridge rehabilitations would not need a full bridge permit since there shall be no permanent horizontal or vertical change to the structures. Coast Guard approval (and input) is necessary for the temporary construction impacts on navigation. At least 30 days prior to construction, Dokken shall submit a notification to the Coast Guard that provides a description of the project and engineering details and dimensions (plan sheets + explanations) of all temporary construction work that shall affect the horizontal and vertical clearances of the bridges (e.g. any dewatering device or construction platforms). Dokken shall follow up with the Coast Guard and answer any questions.

Deliverable: Temporary Impacts Approval from United States Coast Guard

2.5 Coastal Development Permit

Based on a review of the City's Coastal Zoning Ordinance and Coastal Land Use Plan, it is possible that the project could be considered exempt from the requirement for a coastal development permit as the project activities include "repair and maintenance activities". However, since the project shall require work, including the placement of rip-rap, within 20-feet of coastal waters or streams, it may be considered "extraordinary methods of repair and maintenance" which would trigger a coastal development permit. Dokken's environmental staff shall coordinate with the City's Planning Division and with the Coastal Commission if necessary to secure the proper level of Coastal Development Permit and/or Exemption for the project. Any application fees are not included in our fee.

Deliverable: Coastal Development Permit or Exemption

2.6 Focused Bat Pre-Construction Survey

Based on a measure identified in the NEPA Categorical Exclusion for the Edison Canal Bridge, a pre-construction bat survey is required. Dokken shall secure a bat specialist to conduct a focused pre-construction bat survey to determine if bats are living (day-roosting) within the bridge and to decide if bat exclusion devices need placed prior to the rehabilitation work. We recommend this survey be conducted during the final design/permitting phase, summer 2019, (rather than 1-week prior to construction as mentioned in the NEPA document) because it shall give the City/design team adequate time to incorporate exclusion methods into the PS&E package if necessary. Also, the most appropriate time to conduct a focused bat survey is during the late spring/summer months. If bat exclusion is required, Dokken's environmental team shall assist the City and Dokken's design team with including the proper exclusion measures in the specifications.

Deliverable: Memorandum documenting bat survey results

2.7 Updated Preliminary Environmental Study (PES) Forms (OPTIONAL)

If updated PES forms are required, Dokken's environmental staff shall support the City by putting all relevant project information into the Caltrans' January 2019 PES form and submitting them to Caltrans. Dokken shall

conduct literature research and shall provide explanations to support the conclusions of the PES. Dokken shall coordinate with Caltrans and the City to address any questions or comments and to secure approvals on the PES forms.

Deliverable: Approved PES Forms for Mandalay Bay and Edison Canal Bridges

2.8 *Biological Memorandum for the NEPA Revalidation (OPTIONAL)*

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that a biologist visit the project site, conduct species record searches, and provide brief memorandums documenting that conditions have not changed. Dokken's biological staff shall conduct this species search and prepare a memorandum for the Mandalay Bay and Edison bridges for Caltrans. Dokken shall utilize the site visit being conducted for the permit applications to survey the site for all biological resources so an additional site visit is not required.

Deliverable: Biological Memorandums

2.9 *Hazardous Waste Memorandum for the NEPA Revalidation (OPTIONAL)*

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that an updated Environmental Data Resource (EDR) Report and field survey be conducted. Dokken's qualified staff shall order an EDR (covering both bridges), survey the sites to look for hazardous waste/materials, and prepare brief memorandums summarizing the findings.

Deliverable: Hazardous Waste Memorandums

Task 3 DESIGN PHASE

3.1 *Preliminary Engineering*

Dokken shall obtain and review available reports, maps and data from the City. Dokken shall create base plans for the bridge using record drawings obtained from the City.

Dokken shall conduct field reconnaissance to assess existing condition of the bridge and identify locations and limits of work to be completed.

Dokken shall prepare a General Plan for the required bridge work consisting of maintenance work items, limits, and locations specified in the "work recommendations" sections of the Caltrans bridge inspection reports. All rehabilitation work shall be specified using construction notes and details where necessary. This shall be submitted to the City for review and comment.

Dokken shall analyze the construction access, impacts and means and methods of construction to support the environmental permitting. Dokken shall prepare exhibits explaining construction techniques for use by the permitting agencies.

Deliverable: Bridge General Plan (1 Plan Sheet) and Environmental Exhibits.

3.2 *Deck Rehabilitation Details*

Dokken shall develop deck rehabilitation details. These details shall include; limits of methacrylate treatment and polyester concrete overlay details.

Deliverable: Deck Rehabilitation Details (1 Plan Sheets)

3.3 *Column Casing Repair Details*

Dokken shall develop details for cleaning, painting the corroded column casing. These details shall include; limits of paint removal, cleaning specifications, marine grade epoxy paint and primer details.

Deliverable: Deck Rehabilitation Details (1 Plan Sheets)

3.4 Joint Seal Replacement Details

Dokken shall develop joint seal replacement details for the 4 joints on the bridge. These details shall include saw cut depths and widths, joint seal assembly details, supplemental reinforcement and tie-in details to the existing structure and material specifications and data.

Deliverable: Joint Seal Replacement Details (3 Plan Sheet)

3.5 Riprap Repair Details

Dokken shall develop details for repairing the existing riprap that has deteriorated at the site. Details shall include; limits of riprap placement, key-in details, excavation details, bedding details and final grading.

Deliverable: Barrier Replacement Details (2 Plan Sheets)

3.6 Approach Pavement Repair Details

Projects funded through the Highway Bridge Program (HBP) are eligible for up to 400' of approach roadway work. Dokken shall develop details for pavement repair on the bridge approaches. Details shall include; typical overlay sections, dig-outs, saw cut lines, and tie-ins to existing curbs, gutters and driveways.

Deliverable: Approach Pavement Repair Plans (4 sheets)

3.7 Traffic Handling Plans

Dokken shall coordinate with traffic staff regarding allowable lane closures and working hour restrictions. Dokken shall prepare a traffic handling memorandum and traffic handling plans.

Deliverable: Traffic Handling Plans (2 sheets)

3.8 Barrier Replacement Details (OPTIONAL)

Dokken shall develop details for railing replacements along the bridge. The existing railing is substandard and has significant spalls and cracked concrete. The details shall include; concrete parapet railing layout, reinforcing details, removal limits, and bridge deck attachment details.

Deliverable: Barrier Replacement Details (3 Plan Sheets)

3.9 PS&E Submittals

Plans, specifications and estimates packages shall be prepared based on the items of work described above. The PS&E packages shall be submitted to the City for review and comment at the Draft and Final PS&E stages. Plans and Specifications shall be prepared using the current City Standards and supplemented with the current Caltrans Standards where necessary.

Construction estimate shall include total cost, as well as subtotals for each line item of work. Responses to comments received on any submittal shall be documented in a Comment Resolution Matrix and included with the subsequent submittal.

Deliverable: Draft PS&E and Comment Resolution Matrix, Final PS&E and Comment Resolution Matrix.

Task 4 BID PHASE

4.1 Bid Support

During bid phase, Dokken shall respond to bidder questions regarding PS&E. Dokken shall also assist with the preparation of addendum(s).

Deliverable: Responses to Bidder Questions, Addendums

Task 5 CONSTRUCTION SUPPORT (OPTIONAL)

It is understood that it shall be at the City's discretion to retain Dokken for construction support entailing changes to design. This project does not include any construction management, only design support. Dokken

has provided a cost estimate for each item of work described in Task 4 of the City's Request for Proposals, Task 4. It is understood that at the appropriate time a Notice to Proceed shall be executed for this phase of work:

5.1 Construction Site Meetings (OPTIONAL)

As needed, Dokken's project manager shall attend scheduled construction site meeting during the contract duration and respond to questions in the meeting. Five (5) meetings have been assumed.

Deliverable: Meeting Attendance

5.2 Shop Drawing and Submittal Review (OPTIONAL)

Dokken shall review and respond to shop drawing submittals for conformity with the plans and specifications. Typical submittals including; reinforcement shop drawings, joint seal shop drawings, spall repair material specifications sheets, concrete mix designs, painting material submittals and access platform plans and calculations have been assumed.

Deliverable: Submittal Review Comments and Approvals

5.3 RFIs and CRs (OPTIONAL)

Dokken shall review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor within three (3) working days from the time of notice.

Deliverable: Responses to RFIs and CRs

5.4 Design Revisions (OPTIONAL)

Dokken shall review design CR and prepare new design plans as needed. Dokken shall maintain a log of all changes (either clouded or clearly described) to approved plan set.

Dokken shall assist City's project manager in review and making recommendations to Contract Change Orders (CCO). Prepare cost estimates for change order work.

Deliverable: Revised Plans and Specifications

5.5 As-Builts and Record Drawings (OPTIONAL)

Dokken shall prepare record drawings upon completion of the project and acquire the daily red lined plans from the Contractor and their Subcontractors. Final record drawings shall be both submitted in electronic files AutoCAD and PDF, and Mylar.

Deliverable: As-Built Plans (.DWG, .PDF, and Mylars)

B. Mandalay Bay Bridge Rehabilitation

SCOPE OF WORK

Dokken Engineering (Dokken) has reviewed the Scope of Work defined in Section 5.2, "Scope of Work" of the Request for Proposals (RFP) and agrees to perform all work included in the RFP. The following scope of work includes all items included in the RFP with some enhancements to further ensure project delivery.

Task 1 PROJECT MANAGEMENT

1.1 Meetings and Coordination

Dokken shall develop a Project Development Team (PDT), subject to City approval. Members of the PDT shall include Consultant and Subconsultants, City, and other agency representatives, as necessary.

Dokken shall schedule and conduct a kick-off meeting and monthly PDT meetings. Dokken's environmental lead shall attend meetings with the City and/or permitting agencies as needed. Dokken shall conduct team meetings with affected agencies to review project schedules, concepts, plans, and specifications and prepare meeting minutes.

Deliverable: Meeting Materials and Meeting Minutes

1.2 Schedule and Progress Reports

Dokken shall prepare monthly progress reports and supporting data. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and a schedule of completion of target dates.

Deliverable: Monthly Schedule Summaries and Progress Reports.

1.3 Utility Coordination Support (OPTIONAL)

If required for any recommended bridge work, Dokken shall support City Staff to coordinate the relocation of all utilities affected by the project. This includes identifying limits of relocation. This task does not include coordination with utility owners in the project vicinity or owner notification, relocation coordination and protection details.

Deliverable: Utility Coordination Support

Task 2 ENVIRONMENTAL SUPPORT

2.1 Biological Site Visit

Dokken's biologist/regulatory specialist shall conduct a site visit to map the ordinary high water mark, note existing conditions, and take photographs for the permit applications.

Deliverable: Memorandum summarizing results of the biology visit

2.2 Section 401 Water Quality Certification

Section 401 regulates discharges of fill and dredged materials into waters of the U.S. Dokken's environmental team shall submit the 401 application and work with the Los Angeles RWQCB to obtain a Section 401 Clean Water Certification. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 401 Water Quality Certification

2.3 Section 1602 Streambed Alteration Agreement

Activities that have permanent or temporary impacts to lakes, streambeds, or their associated riparian areas are regulated by the CDFW. Dokken Engineering shall coordinate with the CDFW to obtain a Section 1602 Streambed Alteration Agreement. Dokken Engineering shall delineate boundaries of CDFW jurisdiction, assess project impacts, prepare a Notification of Streambed Alteration, and enter into a Streambed Alteration Agreement with CDFW for the bridge rehabilitation work. Application fees are not included in our fee and we assume they shall be paid by the City.

Deliverable: Section 1602 Streambed Alteration Agreement

2.4 United States Coast Guard – Temporary Impacts Approval

Dokken shall coordinate with Mr. Carl Hausner with District 11 of the U.S. Coast Guard. Mr. Hausner confirmed that these bridge rehabilitations would not need a full bridge permit since there shall be no permanent horizontal or vertical change to the structures. Coast Guard approval (and input) is necessary for the temporary construction impacts on navigation. At least 30 days prior to construction, Dokken shall submit a notification to the Coast Guard that provides a description of the project and engineering details and dimensions (plan sheets + explanations) of all temporary construction work that shall affect the horizontal and vertical clearances of the bridges (e.g. any dewatering device or construction platforms). Dokken shall follow up with the Coast Guard and answer any questions.

Deliverable: Temporary Impacts Approval from United States Coast Guard

2.5 Coastal Development Permit

Based on a review of the City's Coastal Zoning Ordinance and Coastal Land Use Plan, it is possible that the project could be considered exempt from the requirement for a coastal development permit as the project activities include "repair and maintenance activities". However, since the project shall require work, including the placement of rip-rap, within 20-feet of coastal waters or streams, it may be considered "extraordinary methods of repair and maintenance" which would trigger a coastal development permit. Dokken's environmental staff shall coordinate with the City's Planning Division and with the Coastal Commission if necessary to secure the proper level of Coastal Development Permit and/or Exemption for the project. Any application fees are not included in our fee.

Deliverable: Coastal Development Permit or Exemption

2.6 Updated Preliminary Environmental Study (PES) Forms (OPTIONAL)

If updated PES forms are required, Dokken's environmental staff shall support the City by putting all relevant project information into the Caltrans' January 2019 PES form and submitting them to Caltrans. Dokken shall conduct literature research and shall provide explanations to support the conclusions of the PES. Dokken shall coordinate with Caltrans and the City to address any questions or comments and to secure approvals on the PES forms.

Deliverable: Approved PES Forms for Mandalay Bay and Edison Canal Bridges

2.7 Biological Memorandum for the NEPA Revalidation (OPTIONAL)

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that a biologist visit the project site, conduct species record searches, and provide brief memorandums documenting that conditions have not changed. Dokken's biological staff shall conduct this species search and prepare a memorandum for the Mandalay Bay and Edison bridges for Caltrans. Dokken shall utilize the site visit being conducted for the permit applications to survey the site for all biological resources so an additional site visit is not required.

Deliverable: Biological Memorandums

2.8 Hazardous Waste Memorandum for the NEPA Revalidation (OPTIONAL)

To revalidate the 2013 NEPA Categorical Exclusions, Caltrans may require that an updated Environmental Data Resource (EDR) Report and field survey be conducted. Dokken's qualified staff shall order an EDR (covering both bridges), survey the sites to look for hazardous waste/materials, and prepare brief memorandums summarizing the findings.

Deliverable: Hazardous Waste Memorandums

Task 3 DESIGN PHASE

3.1 Preliminary Engineering

Dokken shall obtain and review available reports, maps and data from the City. Dokken shall create base plans for the bridge using record drawings obtained from the City.

Dokken shall conduct field reconnaissance to assess existing condition of the bridge and identify locations and limits of work to be completed.

Dokken shall prepare a General Plan for the required bridge work consisting of maintenance work items, limits, and locations specified in the "work recommendations" sections of the Caltrans bridge inspection reports. All rehabilitation work shall be specified using construction notes and details where necessary. This shall be submitted to the City for review and comment.

Dokken shall analyze the construction access, impacts and means and methods of construction to support the environmental permitting. Dokken shall prepare exhibits explaining construction techniques for use by the permitting agencies.

Deliverable: Bridge General Plan (1 Plan Sheet) and Environmental Exhibits.

3.2 Deck Rehabilitation Details

Dokken shall develop deck rehabilitation details. These details shall include; partial removal and replacement of the deck overlay placed during the widening of the original bridge, methacrylate treatment of the widening and polyester concrete overlay details. Supplemental reinforcement and removal limits shall be detailed on the plans.

Deliverable: Deck Rehabilitation Details (3 Plan Sheets)

3.3 Joint Seal Replacement Details

Dokken shall develop joint seal replacement details. These details shall include saw cut depths and widths, joint seal types and limits, sidewalk cover plates for ADA compliance and material specifications and data.

Deliverable: Joint Seal Replacement Details (1 Plan Sheet)

3.4 Structure Approach Slab Details

Dokken shall provide details for retrofit approach slabs at each end of the bridge. The existing approach pavement is significantly deteriorated. The approach slabs shall prevent future deterioration. Details shall include; attachments to existing abutments, reinforcing, subgrade limits and tie-ins to barrier and sidewalk.

Deliverable: Structure Approach Slab Details (2 Plan Sheets)

3.5 Riprap Repair Details

Dokken shall develop details for repairing the existing riprap that has deteriorated at the site. Details shall include; limits of riprap placement, key-in details, excavation details, bedding details and final grading.

Deliverable: Barrier Replacement Details (2 Plan Sheets)

3.6 Approach Pavement Repair Details

Projects funded through the Highway Bridge Program (HBP) are eligible for up to 400' of approach roadway work. Dokken shall develop details for pavement repair on the bridge approaches. Details shall include; typical overlay sections, dig-outs, saw cut lines, and tie-ins to existing curbs, gutters and driveways.

Deliverable: Approach Pavement Repair Plans (4 sheets)

3.7 Traffic Handling Plans

Dokken shall coordinate with traffic staff regarding allowable lane closures and working hour restrictions. Dokken shall prepare a traffic handling memorandum and traffic handling plans.

Deliverable: Traffic Handling Plans (2 sheets)

3.8 Barrier Replacement Details (OPTIONAL)

Dokken shall develop details for railing replacements along the bridge. The existing railing is substandard and has significant spalls and cracked concrete. The details shall include; concrete parapet railing layout, reinforcing details, removal limits, and bridge deck attachment details.

Deliverable: Barrier Replacement Details (3 Plan Sheets)

3.9 PS&E Submittals

Plans, specifications and estimates packages shall be prepared based on the items of work described above. The PS&E packages shall be submitted to the City for review and comment at the Draft and Final PS&E stages. Plans and Specifications shall be prepared using the current City Standards and supplemented with the current Caltrans Standards where necessary.

Construction estimate shall include total cost, as well as subtotals for each line item of work. Responses to comments received on any submittal shall be documented in a Comment Resolution Matrix and included with the subsequent submittal.

Deliverable: Draft PS&E and Comment Resolution Matrix, Final PS&E and Comment Resolution Matrix.

Task 4 BID PHASE

4.1 Bid Support

During bid phase, Dokken shall respond to bidder questions regarding PS&E. Dokken shall also assist with the preparation of addendum(s).

Deliverable: Responses to Bidder Questions, Addendums

Task 5 CONSTRUCTION SUPPORT (OPTIONAL)

It is understood that it shall be at the City's discretion to retain Dokken for construction support entailing changes to design. This project does not include any construction management, only design support. Dokken has provided a cost estimate for each item of work described in Task 4 of the City's Request for Proposals, Task 4. It is understood that at the appropriate time a Notice to Proceed shall be executed for this phase of work:

5.1 Construction Site Meetings (OPTIONAL)

As needed, Dokken's project manager shall attend scheduled construction site meeting during the contract duration and respond to questions in the meeting. Five (5) meetings have been assumed.

Deliverable: Meeting Attendance

5.2 Shop Drawing and Submittal Review (OPTIONAL)

Dokken shall review and respond to shop drawing submittals for conformity with the plans and specifications. Typical submittals including; reinforcement shop drawings, joint seal shop drawings, spall repair material specifications sheets, concrete mix designs, painting material submittals and access platform plans and calculations have been assumed.

Deliverable: Submittal Review Comments and Approvals

5.3 RFIs and CRs (OPTIONAL)

Dokken shall review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor within three (3) working days from the time of notice.

Deliverable: Responses to RFIs and CRs

5.4 Design Revisions (OPTIONAL)

Dokken shall review design CR and prepare new design plans as needed.

Dokken shall maintain a log of all changes (either clouded or clearly described) to approved plan set. Dokken shall assist City's project manager in review and making recommendations to Contract Change Orders (CCO). Prepare cost estimates for change order work.

Deliverable: Revised Plans and Specifications

5.5 As-Builts and Record Drawings (OPTIONAL)

Dokken shall prepare record drawings upon completion of the project and acquire the daily red lined plans from the Contractor and their Subcontractors. Final record drawings shall be both submitted in electronic files AutoCAD and PDF, and Mylar.

Deliverable: As-Built Plans (.DWG, .PDF, and Mylars)

EXHIBIT B

SCHEDULE OF SERVICES

Time is of the essence for this project due to the Caltrans Highway Bridge Program (HBP) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action in June 2019. The Consultant shall begin work as soon as the NTP is issued. The City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

The City shall submit for Caltrans approvals, including environmental re-validation and right-of-way certification in fall of 2019 and obtain Caltrans authorization to proceed with construction in summer 2020. Construction is estimated to begin in fall 2020.

DOKKEN ENGINEERING, shall produce a delivery schedule as part of TASK 1 PROJECT MANAGEMENT, 1.2 Schedule and Progress Reports.

EXHIBIT C
COST PROPOSAL*
[see attached tables that follow]

* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

EXHIBIT INS-A

INSURANCE REQUIREMENTS

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. A-8094
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

Agreement No. A-8141

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.

5/19

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 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 shall be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGES \$
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/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. A-8094

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 SHALL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[illegible]

[illegible]

EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors shall not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.
3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. Consultant shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E

NONDISCRIMINATION ASSURANCES

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT shall promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, shall be (with regard to a "program") conducted, or shall be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it shall affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this invitation and shall not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-

Agreement No. A-8141

aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program shall comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

Agreement No. A-8141

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

(1) **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant shall accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which shall remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or shall be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or shall be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant: DOKKEN ENGINEERING

Name: ROB BURNS

Title: PROJECT MANAGER

Signature: [Signature]

Date: 5/24/19

Name: RICHARD T. LIPTAK

Title: President

Signature: [Signature]

Date: 5/24/19

Exhibit 3-I: Request for Local Advance Construction Authorization**Public Works Department**

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



To: Steve Novotny C/O Morris Zarbi
District Local Assistance Engineer
100 S. Main Street, 12th Floor
Los Angeles, CA 90012

Date: 2/23/2022
FTIP ID: VENLS07HBP
Federal Project Number: **BHLS-5129(069)**
EA: N/A

Re: Request for Advance Construction Authorization for Bridge No. 52C0108 on Channel Islands Boulevard over Mandalay Bay, located 0.4-miles east of Harbor Boulevard

Project Description: Rehabilitation of bridge, including refurbishing deck, replacing hinge seals and bolsters, removing rust, and painting seismic restraining steel on columns.

Dear Mr. Novotny and Mr. Zarbi:

The City of Oxnard (City) requests federal Advance Construction authorization for the construction and construction engineering phases of work for the above referenced project. FHWA granted the project a PE time extension approval on February 3, 2022. The extension requires on-site construction by April 2023, however due to over-subscription of the HBP, federal funding is not programmed until fiscal year 2024-25. In order to meet the delivery deadline, the City is requesting Advance Construction authorization.

The City understands that currently there are insufficient federal transportation funds to obligate the appropriate funds for the proposed work. The City agrees to use local funds in lieu of federal funds to finance the cost of work until such time that federal funds become available for obligation and subsequent reimbursement of the federal share of work. It is understood that an FTIP amendment may be required when the Advance Construction Authorization is converted to a real obligation of federal funds. It also is understood that federal reimbursement is **not** guaranteed.

The City understands that work performed prior to federal authorization is ineligible for federal reimbursement and that advertising the construction contract prior to federal authorization will deem the construction and construction phases of work ineligible for federal funds

For questions regarding this request you may contact Debbie O'Leary, Transportation Planner, at 805-200-5283.

A blue ink signature of Alexander Nguyen, consisting of a stylized 'A' followed by a series of loops and a long horizontal stroke.

Alexander Nguyen
City Manager, City of Oxnard

Distribution: 1) DLAE 2) DLA 3) MPO

Exhibit 3-I: Request for Local Advance Construction Authorization**Public Works Department**

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



To: Steve Novotny C/O Morris Zarbi
District Local Assistance Engineer
100 S. Main Street, 12th Floor
Los Angeles, CA 90012

Date: 2/23/2022
FTIP ID: VENLS07HBP
Federal Project Number: **BHLS-5129(070)**
EA: N/A

Re: Request for Advance Construction Authorization for Bridge No. 52C0095 on Channel Islands Boulevard over Edison Canal, located 0.2-miles east of Harbor Boulevard

Project Description: Rehabilitation of bridge, including refurbishing deck, replacing hinge seals and bolsters, removing rust, and painting seismic restraining steel on columns.

Dear Mr. Novotny and Mr. Zarbi:

The City of Oxnard (City) requests federal Advance Construction authorization for the construction and construction engineering phases of work for the above referenced project. FHWA granted the project a PE time extension approval on February 3, 2022. The extension requires on-site construction by April 2023, however due to over-subscription of the HBP, federal funding is not programmed until fiscal year 2024-25. In order to meet the delivery deadline, the City is requesting Advance Construction authorization.

The City understands that currently there are insufficient federal transportation funds to obligate the appropriate funds for the proposed work. The City agrees to use local funds in lieu of federal funds to finance the cost of work until such time that federal funds become available for obligation and subsequent reimbursement of the federal share of work. It is understood that an FTIP amendment may be required when the Advance Construction Authorization is converted to a real obligation of federal funds. It also is understood that federal reimbursement is **not** guaranteed.

The City understands that work performed prior to federal authorization is ineligible for federal reimbursement and that advertising the construction contract prior to federal authorization will deem the construction and construction phases of work ineligible for federal funds

For questions regarding this request you may contact Debbie O'Leary, Transportation Planner, at 805-200-5283.

A blue ink signature of Alexander Nguyen, consisting of a stylized 'A' followed by a long horizontal stroke.

Alexander Nguyen
City Manager, City of Oxnard

Distribution: 1) DLAE 2) DLA 3) MPO

Agreement 32300045 with GMZ Engineering, Inc. and First Amendment to Agreement A-8141 with Dokken Engineering for Mandalay Bay Bridge and Edison Canal Bridge, Specification No. PW 18-61

City Council
December 20, 2022

Tatiana Arnaout
City Engineer

That the City Council approve and authorize the following for a total of \$5,587,808 in Project funds for the Mandalay Bay Bridge and Edison Canal Bridge:

1. Execute an Agreement for construction with GMZ Engineering, Inc. in an amount not to exceed \$4,407,468 for the Projects;
2. A Project contingency amount of \$660,000 with GMZ Engineering, Inc. for a total not to exceed contract value of \$5,067,468 for the Projects;
3. Execute a First Amendment to an Agreement with Dokken Engineering to increase the not to exceed amount from \$201,914 to \$293,494 for engineering services during construction;
4. Authorize a Project allocation amount of \$428,760 for Project management, Construction management, and inspection for the Projects;
5. Authorize a budget appropriation of \$940,936 from the Capital Outlay Fund 301 to fully fund the Mandalay Bay Bridge project; and
6. Authorize the Finance Director or designee to recognize future grant funding of \$4,946,886, and approve administrative budget appropriation transfers of available balances between projects 133113 and 133114 for the use of these Projects in the total amount not to exceed \$5,587,808.

- The Mandalay Bay Bridge and Edison Canal Bridges are located on Channel Island Boulevard approximately 900-feet apart.
- Caltrans operates a federally mandated bridge inspection program under Title 23 of the United State Code. Following Caltrans biennial inspection, the bridges were determined to be in need of refurbishment. While the scope of work for the bridges are similar, Caltrans identifies, inspects, and provides funding for each bridge separately.
- In an effort to provide more efficient permitting, design, and construction, staff has been working on both bridges concurrently and recommends a single construction contract award.
- The Project scope consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to complete rehabilitation of the Channel Islands Boulevard Bridge (Bridge No. 52C-0108 Mandalay Bay–Federal Project # BHLS-5129(069) and Edison Canal Channel Bridge (Bridge No. 52C-0095 Edison Canal – Federal Project # BHLS-5129(070)).

- Work will include, but not limited to repairing and replacing the concrete barrier and resurfacing the bridge decks, replacing existing joint seals, repairing existing guardrails, replacing concrete barrier and sidewalk on the bridges with tubular hand railing and new sidewalk, constructing concrete approach slabs, removing and replacing transition curb, gutter and sidewalk on the roadway, and restrip pavement marking.
- In addition, the Edison Bridge the larger of the two bridges includes cleaning and painting columns that are located within water channel. Cofferdams around the columns will be installed from a temporary trestle or barge and water will be pumped out down to the footings to provide full access to the full height of the columns. The columns will then be cleaned of corrossions and painted.
- The project includes best management practices to ensure the water quality is not degraded. Additionally, bird species avoidance measures including nesting bird surveys prior to construction activities

MANDALAY BAY BRIDGE



EDISON CANAL BRIDGE



CAPITAL IMPROVEMENT PROGRAM

2019-2024

OXNARD Preserving the City's Assets

Capital Improvement Program 2019-24 129

Mandalay Bay Bridge Rehabilitation

Transportation & Drainage



Channel Islands Boulevard on Mandalay Bay Bridge

Council District(s): 1

Project Description:

Refurbish deck, replace hinge seals and diaphragm bolsters at the restrainers, remove rust, replace lost riprap and clean and paint seismic restraining steel shells on columns.

Purpose and Need:

Bridge was determined to be in need of these repairs after routine inspection by Caltrans inspectors.



General Plan Consistency:

Category: Infrastructure and Community Services

Goal#: ICS- 1

Provision of adequate facilities and services that maintain service levels with adequate funding.

Funding Source	
Fund Type	Fund Amount
Street Maintenance	\$117,800
Fed.Transport. Multiyear Grants	\$373,162

Fiscal Years:

FY2019-20 FY2021-22

TOTAL* \$490,962

* Previously Appropriated: \$104,775



Responsible Staff Member:

Debbie O'Leary

Title: Transportation Planner

Phone: (805) 200-5283

Email: Debbie.Oleary@oxnard.org

Funding Priority Level



Asset Preservation

OXNARD Preserving the City's Assets

Capital Improvement Program 2019-24 110

Edison Canal Bridge Rehabilitation

Transportation & Drainage



Channel Islands Boulevard on Edison Canal Bridge

Council District(s): 1

Project Description:

Refurbish deck and underside, replace hinge seals and diaphragm bolsters at the restrainers, remove rust, replace lost riprap and clean and paint seismic restraining shells at the columns.

Purpose and Need:

Bridge was determined to be in need of these repairs after a routine inspection by Caltrans inspectors.



General Plan Consistency:

Category: Infrastructure and Community Services

Goal#: ICS- 1

Provision of adequate facilities and services that maintain service levels with adequate funding.

Funding Source	
Fund Type	Fund Amount
Street Maintenance	\$394,375
Fed.Transport. Multiyear Grants	\$2,272,103

Fiscal Years:

FY2019-20 FY2021-22

TOTAL* \$2,666,478

* Previously Appropriated: \$115,225



Responsible Staff Member:

Debbie O'Leary

Title: Transportation Planner

Phone: (805) 200-5283

Email: Debbie.Oleary@oxnard.org

Funding Priority Level



Asset Preservation

- The work is tentatively scheduled to begin in January 2023 and continue into June 2023 (90 working days).
- Staff and the contractor will work closely with the Channel Islands Hollywood By the Sea Neighborhood Councils in Council District No. 1 to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project issues, unforeseen conditions and schedule milestones.
- The Contractor is required to secure permit from the Coast Guard to oversee and monitor boat traffic under the bridge.
- General project information will be disseminated through the flier to help keep the public informed as well.
- The notice inviting formal bids (NIFB) on the Project was published on September 1, 2022, and all bids were due on October 4, 2022. The City received the following bids:
GMZ Engineering, Inc.: \$4,407,568.00

- The lowest bidder is GMZ Engineering, Inc., (GMZ) and its bid is responsive to the City's NIFB.
- Following this determination, procurement staff reviewed all documentation received from GMZ and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR).
- Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to GMZ Engineering, Inc.

In addition to the project award amount of \$4,407,568, Staff recommends authorizing \$1,180,340 for the project, which includes \$660,000 for project contingency (~15% of the contract costs due to the bridge being supported in the water) and \$520,340 for the cost of project and construction management, construction administration support and City staff (~12% of the contract cost). Additionally, it is necessary to increase the the Dokken Engineering Agreement No. 8141 from \$201,914 to \$293,494 in total amount of \$91,580 for Engineering services during construction.

The total cost for these Projects is \$5,587,808 which includes the construction agreement, for the two bridge projects, contingency and construction management. The total cost for the Edison Canal Bridge is \$3,700,05; Project No. 133114 has available project budget, no additional funding is requested. The total cost for the Mandalay Bay Bridge is \$1,887,755; Project no. 133113 has an available project budget balance of \$946,819. An appropriation of \$940,936 from the Capital Outlay Fund 301 within Arterial Resurfacing Strret Project Number 223102 is requested to fully fund the Mandalay Bay Bridge project.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Water Cost of Service Report. (10 minutes)

RECOMMENDATION

That the City Council receive and file the Water Cost of Service Report.

(This item is categorically exempt from the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations section 15306).

(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/geCImC-IUC8>

BACKGROUND

The City of Oxnard's Water Division serves residential, commercial, industrial, institutional and agricultural customers. As the largest city in Ventura County, the City serves potable water to more than 43,000 service connections. Approximately 85% of those services are single and multi-family residential.

The Water Division is responsible for operating and maintaining water production, treatment facilities, blending stations and a distribution system to deliver potable water to City customers. Approximately 30-40% of the City's water supply is imported water purchased from the Metropolitan Water District of Southern California provided by the Calleguas Municipal Water District (CMWD). Approximately 30-40% of the water supply is Oxnard groundwater pumped by the United Water Conservation District (UWCD). The remaining water supply is produced by the City's groundwater wells and treated by reverse osmosis or blended and disinfected before entering the City distribution system. Finally, The City has an Advanced Water Purification Facility (AWPF) that produces recycled water sold to agricultural, industrial and the golf course as customers.

The City's water system includes: ten groundwater wells, five connections from the United Water Conservation District, one connection from the Calleguas Municipal Water District, one reverse osmosis treatment plant, six blending stations, over 500 miles of transmission and distribution pipelines, 43,000 Meters and Appurtenances and a network of remote pressure monitoring stations.

The Public Works and Transportation Committee (PWTC) requested that the Public Works Department provide various reports related to Water, Recycled Water, and Wastewater. Specifically for Water, the PWTC desired information on a Water Division virtual tour, Oxnard's water sources and drought updates, the cost of water, the Urban Water Management Plan, and recycled water. This report is an update about the cost of water per the PWTC's request that relates to the long-term future of Oxnard's water supply.

DISCUSSION

As a separate enterprise fund, the water utility relies mainly on revenues paid through customer water and recycled water rates to fund daily operations and maintenance, repairs, capital improvements to renew and replace aging infrastructure, debt service payment, and appropriate reserves. The Oxnard community owns its water system. Its financial health is an important responsibility shared between our customers, community leaders and staff. Providing a safe and reliable water supply for public health and safety is the utmost priority.

Budget

The financial costs of the City's water utility include the purchase of water supply, current operating expenses, debt service payments on bonds used to pay for major investments in system facilities and equipment, and other financial requirements established by the City to ensure the financial integrity and sustainability of the water utility. The following budget estimates were based on FY 2022-23 approved budget appropriations and projected future budgets:

Table 1.

Water Utility Funds	FY 2022-23 BUDGET
Total Revenues	\$ 68,127,319
Total Expenditures	\$ 68,008,769
Net Revenue (deficit)	\$ 118,550

Operating expenditures include the costs of day-to-day utility operations, maintenance and repair functions including professional services, energy and fuel, process water requirements, purchased water, laboratory supplies and equipment, information and monitoring systems, and indirect costs associated with utility administration and finance. Please note that in the PWTC staff report for this item, Table 1 included additional budgetary information. Some of that information has been removed in this staff report to avoid any confusion between budgeted and actual information.

Aging infrastructure, rising costs of water acquisition and operating supplies, tightening local groundwater supplies, and increasing regulations are some of the biggest challenges facing the water division today. The following table represents the share of the total water acquisition costs when compared to the overall expenditure budget:

Table 2.

Water Supply Acquisition Cost				
Fiscal Year	United Water	Calleguas	Groundwater*	Share of total expenditures
2019-20**	\$4,853,083	\$16,148,692	\$1,979,726	46.9%
2020-21**	\$5,529,599	\$14,643,551	\$2,444,933	44.3%
2021-22**	\$7,670,622	\$16,969,219	\$911,460***	52.34% (est.)
2022-23	\$7,100,000 (est.)	\$18,000,000 (est.)	\$2,400,000 (est.)	40.52% (est.)
2023-24	\$7,455,000 (est.)	\$18,900,000 (est.)	\$2,400,000 (est.)	42.37% (est.)
2024-25	\$7,827,750 (est.)	\$19,845,000 (est.)	\$2,400,000 (est.)	44.31% (est.)

* Does not include costs for operating and maintaining the groundwater production wells.

** Actual final expenditure figures

***Only partial fees were paid due to system issues with Fox Canyon's reporting portal

Electricity rates continue to increase year after year. Electricity usage is necessary to operate our desalter facility, blending stations, and the numerous pieces of equipment necessary for treatment processes. The following table provides historical rate data for electricity:

Table 3.

Electricity	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Per kWh (cents)	12.0	11.9	12.7	13.4	14.6 (est.)

Another major component of our operating and maintenance costs is labor. The California State Water Resources Control Board mandates that water systems utilize only State Certified Operators to operate and maintain water treatment and water distribution systems. The level of certification required by the State is based on the complexity of the water system with 1 being the lowest in complexity and 5 being the most complex. Oxnard's water treatment, advanced water treatment and water distribution systems are all currently rated by the State at a level 4.

Highly knowledgeable, trained and certified water staff are critical in providing safe and reliable drinking water to our community. Recruiting and retaining skilled operators is critical to our operations and essential in meeting permit requirements from the State. The following table provides some historical data on labor costs:

Table 4.

Drinking Water Recycled Water Operating Labor Costs			
Fiscal Year	Labor Costs	# of Full-time Equivalent Positions	Share of total expenditures
2019-20	\$6,715,168	57.50	13.71%
2020-21	\$7,358,329	68.50*	14.42%
2021-22	\$9,605,431 (est.)	69.50*	19.67% (est.)

*Number includes AWPFF FTEs not part of FY 2019-20 number

Capital Improvement Projects

The City plans to make necessary investments in water utility capital improvements, including the renewal, replacement, improvement and expansion of capital facilities and infrastructure to meet current and future system needs. Some of the major capital improvement projects include:

- Automated Metering Infrastructure - \$30,000,000 (estimated)
- Kamala and Hobson Cast Iron Replacement - \$16,000,000 (estimated)
- Calleguas Distribution Pipeline - \$60,000,000 (estimated)
- New Wells - \$11,400,000 (estimated)
- Desalter Facility Improvements - \$11,000,000 (estimated)
- SCADA Improvements - \$2,500,000 (estimated)
- Blending Station Improvements - \$1,150,000 (estimated)

Current Water Rate Comparison

The following tables provides a comparison of what an average single family or multi-family unit would pay for consumption of 12 units of water (hundred cubic feet of water per unit):

Table 5. Single Family (¾ inch meter)

Single Family (¾ inch meter)	Oxnard	Ventura	Camarillo	Port Hueneme	Thousand Oaks
Water bill	\$65.63	\$69.53	\$52.03	\$104.13	\$89.50

Table 6. Multi-Family (¾ inch meter)

Multi-Family (¾ inch meter)	Oxnard	Ventura	Camarillo	Port Hueneme	Thousand Oaks
Water bill	\$69.79	\$74.58	\$52.03	\$107.88	\$89.50

Supply and Demand

Depending upon the overall customer demand, the City of Oxnard acquires 30% to 40% of its water supply from groundwater that is pumped from City wells. Fees are paid to Fox Canyon Groundwater Management Agency and UWCD on a per-acre basis. On an annual basis, the City currently has an allocation of 7,358 acre feet of groundwater (amounts pumped above this allocation would result in penalties). The following table provides historical information on the standard fees that are paid for groundwater:

Table 7.

Groundwater Fees	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Overall % Change
Fox Canyon (per AF)	\$12.50	\$12.50	\$17.00	\$40.00	\$40.00	104.7%
United (per AF)	\$209.55	\$215.84	\$272.92	\$319.60	\$319.60	41.6%

It should be noted that the above costs are only the fees paid to the GMA. The overall per acre foot cost to produce direct disinfected groundwater is \$582, which includes operations and maintenance costs. The overall cost to produce one acre foot of treated and desalted groundwater is \$1,268, when factoring in operation and maintenance costs. Disinfected groundwater is groundwater that is treated and can be sent directly to our customers or blended with our other sources. The key difference between disinfected and desalted groundwater is that desalted water is well water that is extracted from specific wells that are high in total dissolved solids and then processed at our desalter facility to produce ultrapure water, which is also known as permeate water.

In addition to groundwater pumped through City owned wells, UWCD also pumps 30% to 40% of the City's water for us. The overall cost, that includes operation and maintenance costs, for UWCD to pump one acre foot of the City's water is \$881, which also includes well replacement fees. The City can currently purchase up to 8,669 acre feet of water pumped by UWCD, but additional water can be purchased at a significantly higher cost. The following table provides the historical costs from UWCD to pump our water:

Table 8.

UWCD	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Overall % Change
Variable Rate (per AF)	\$528.65	\$534.94	\$537.44	\$555.55	560.16	5.7%
Fixed Rate (annual)	\$556,890	\$525,329	\$805,299	\$740,778	800,484	35.8%

The City acquires the remaining 30% to 40% of its water supply from CMWD, which provides water from the State Water Project. The overall cost, including operation and maintenance costs, to utilize one acre foot of CMWD water is \$1,667. Due to the current drought, water supplies from the State Water Project have been impacted. At this time, the City's allocation of State water supplies has been calculated by demand shaping, which adjusts the quantity based on seasonality and anticipated demand pattern. The quantity available to Oxnard is 1,233, 771, and 605 acre feet for the months of October, November, and December, respectively. Any additional water supplies acquired would result in penalties on a per-acre basis. The following table provides historical information on CMWD water rates:

Table 9.

CMWD	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Overall % Change
Variable Rate (per AF)	\$1,375	\$1,423	\$1,472	\$1,507	\$1,561	12.7%
Fixed Rate (annual)	\$1,553,868	\$1,424,868	\$1,522,140	\$1,493,688	\$1,720,825	10.2%

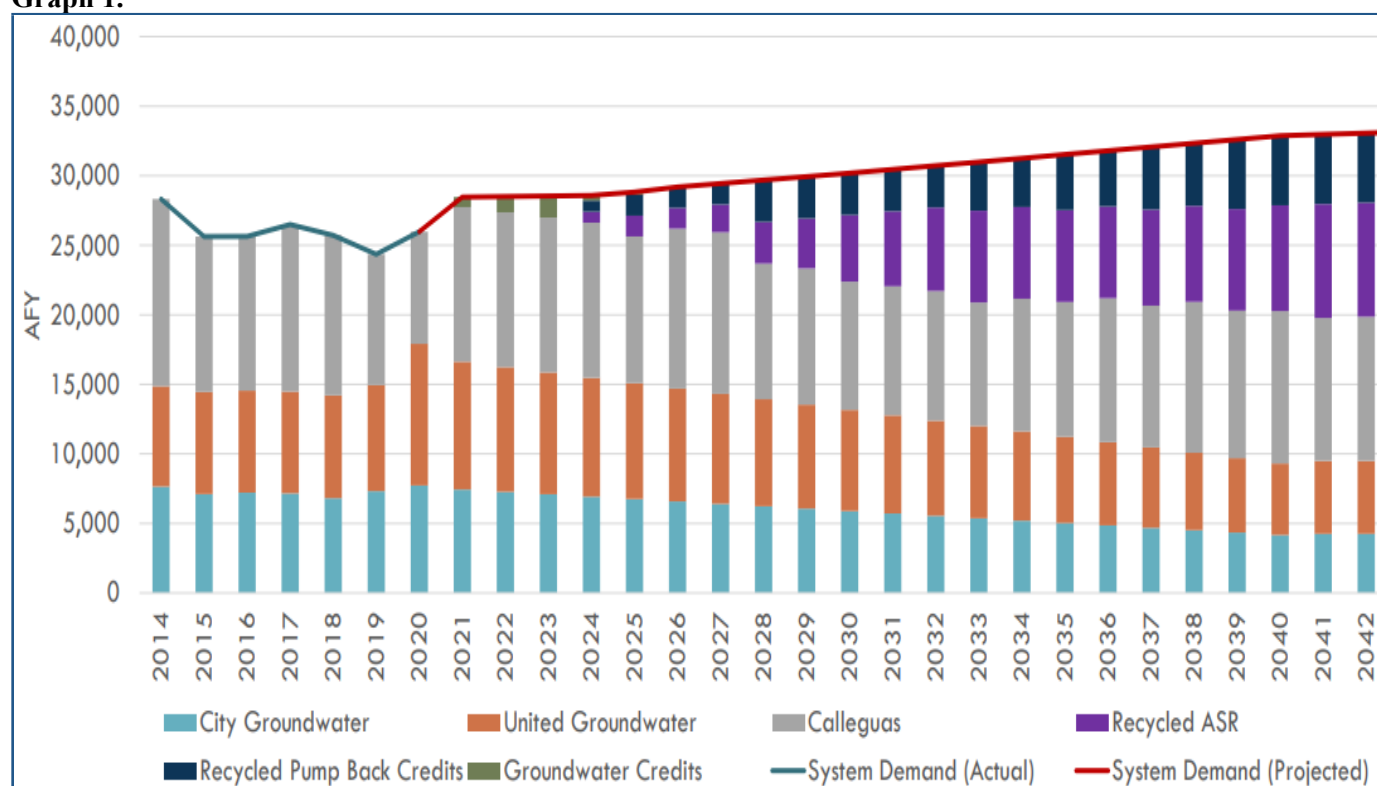
In the next five years, the City expects demands to increase by approximately 1,600 AFY from current conditions. This increase is based on normal year conditions; current 2022 use is likely lower than typical unconstrained demand as many of the City's residents continue to conserve water during this latest drought. Future demands may be impacted by population growth, climate change, and commercial customer needs.

Table 10.

USE TYPE	ADDITIONAL DESCRIPTION	PROJECTED WATER USE, AFY				
		2025	2030	2035	2040	2045
Single Family		9,939	10,091	10,266	10,436	10,604
Multi-Family		4,067	4,128	4,200	4,269	4,339
Commercial		4,215	4,279	4,354	4,425	4,497
Industrial		2,507	2,545	2,590	2,632	2,675
Landscape		3,282	3,331	3,390	3,445	3,501
Agricultural irrigation		1,221	1,239	1,261	1,281	1,302
Other	Fire Hydrant	35	35	36	37	37
Losses		2,636	2,676	2,723	2,768	2,813
Sales/Transfers/Exchanges to Other Agencies	Wheeled to PHWA	917	1,857	2,704	3,581	3,581
TOTAL:		28,819	30,181	31,524	32,874	33,349

The following graph provides projections by supply through 2042 which accounts for projected drought cycles:

Graph 1.

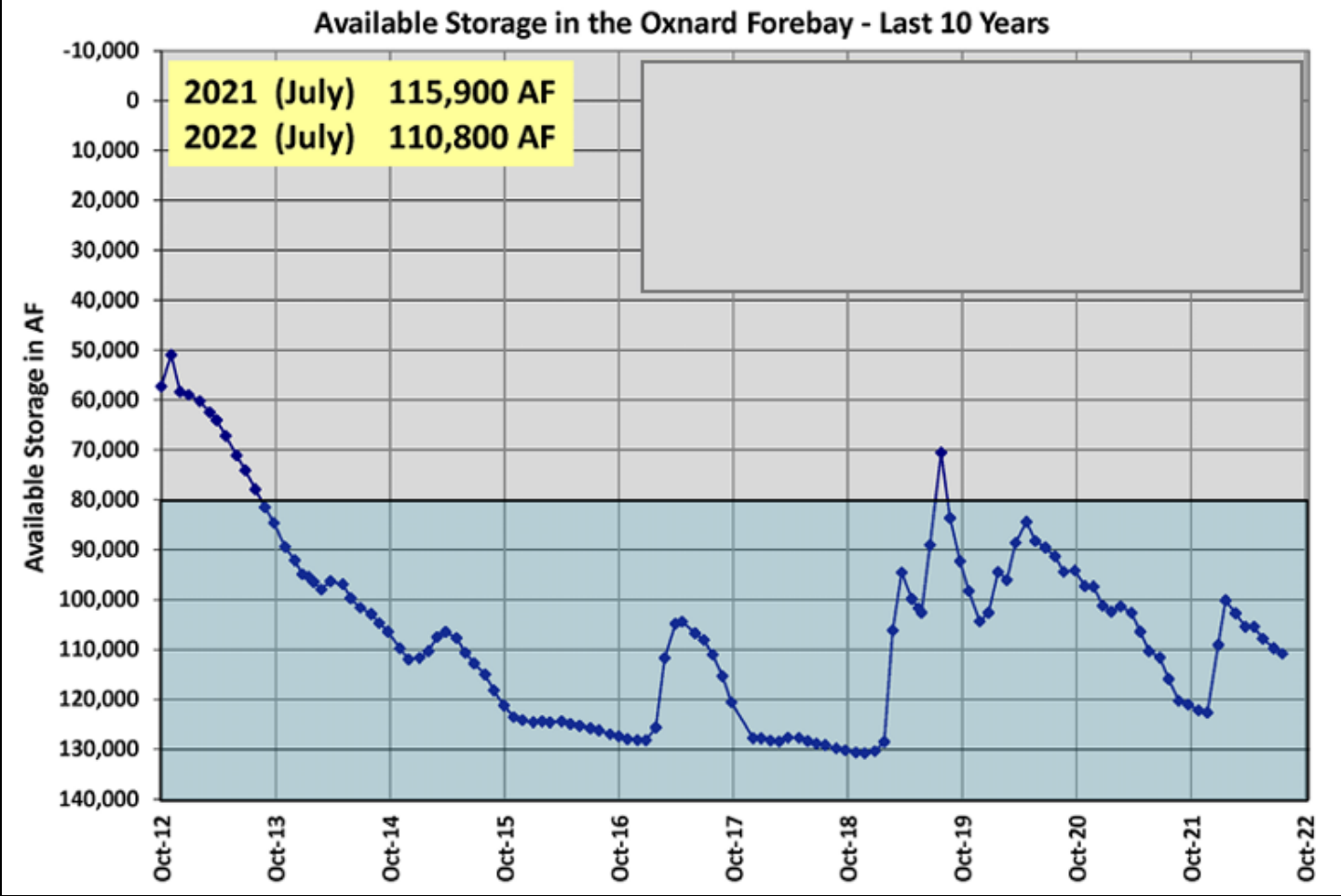


Oxnard Basin and State Water Project Conditions

Due to factors such as overpumping and the ongoing drought, the groundwater basins in this area managed by the GMA have been steadily deteriorating. The basin condition is determined by the amount of available storage in the basin. When the basin levels are low, there is more storage available and that means the basin is not being replenished from rain events, percolation or other methods of groundwater recharge. The rainy season in 2019 resulted in available storage of

approximately 70,000 acre feet. The most recent study of the basin in July 2022 shows that the basin storage is now at 110,800 acre feet. The graphs below provides historical information of the basin from 2012 to 2022 available from United Water Conservation District:

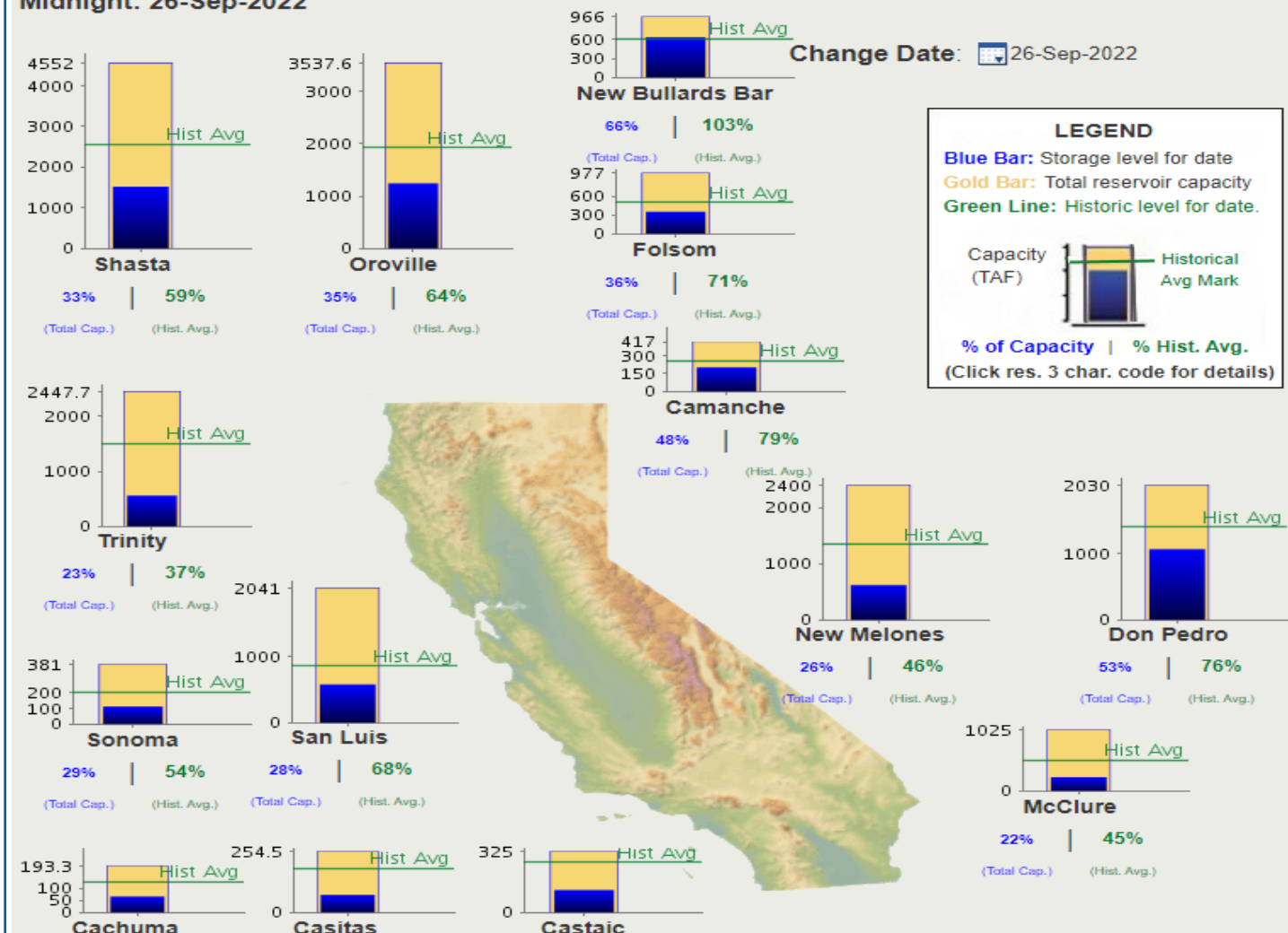
Graph 2.



The current drought has also greatly impacted California’s State Water Project (SWP) supplies. The SWP utilizes reservoirs to store water for future use during drought periods. The latest update from the SWP is provided below:

CURRENT CONDITIONS: MAJOR WATER SUPPLY RESERVOIRS:26-SEP-2022

Midnight: 26-Sep-2022



Planning for the future

The City of Oxnard is committed to delivering a safe and reliable drinking water supply today and for future generations. City Council support for investments in the City's water system have provided a solid foundation for success; however, there are many challenges in the future for which Oxnard and much of the western United States must prepare. The following is an analysis of the City's Strengths, Weaknesses, Opportunities, and Threats:

Strengths:

- Groundwater Recovery Enhancement and Treatment (GREAT) program - Combines wastewater recycling and reuse; groundwater injection, storage, and recovery; and groundwater desalination to provide water supply solutions
- Five-year Capital Improvement Plan for water infrastructure totals over \$110 million
- Recently adopted the 2020 Urban Water Management Plan which provides planning for Oxnard to be resilient, liveable, productive, and sustainable
- Updated Water Shortage Contingency Plan that provides the foundation for a staged response to worsening water shortage conditions during a drought

Weaknesses:

- Upcoming water regulatory changes from the State for water use efficiency standards

- Implementation timelines for regulatory changes
- Future staffing challenges due to reduced certified operator pool
- Water rates last reviewed in 2017 with adjustments implemented September 2017 and January 2018; minor adjustment due to Infrastructure Use Fee reduction implemented September 2021

Opportunities:

- Construct Aquifer Storage and Recovery well and demonstrate recycled water injection
- Develop an Indirect Potable Reuse program with recycled water
- Store State Water Project supplies during wet years (Conjunctive Use)
- Conduct a cost of service study to determine future costs (capital and O&M)
- Design future rates to ensure each rate class pays its fair share of the utility's costs

Threats:

- Challenges from climate change have created more enduring droughts which impact our water supply
- Aging infrastructure and demand on the water system creates operational issues
- Global supply chain is impacting the ability to purchase necessary supplies to maintain the water system
- Rising costs industry wide will strain financial resources

CONCLUSION

The City of Oxnard has made and will continue to make investments into the water system to ensure the delivery of safe and reliable drinking water supply for generations to come. In order to ensure future success, the City must be prepared to continue investing in our water system, meet State and Federal regulatory standards, obtain the necessary infrastructure and permitting for use of our recycled water, and address the challenges from climate change and rising costs that many water systems in the United States are facing.

Our current 5-Year Capital Improvement Program (CIP) lays out the immediate infrastructure projects needed to continue delivering high-quality water to our community. This CIP provides a roadmap on how the City will build water resiliency during drier periods and times of drought to help maintain a safe and secure water supply.

As part of the GREAT program, the City has the goal of utilizing recycled water as another water source for the potable water system. Completion of the Aquifer Storage and Recovery (ASR) well is a critical component for the future. The most challenging aspect of this project will be in obtaining State regulatory approvals to use the ultrapure recycled water for blending with other City water resources and utilized for potable reuse.

Climate change continues to impact our environment, specifically by causing erratic drought cycles. Drought impacts continue to cause water supply shortages and revenue shortfalls. In addition, rising costs of water acquisition and operating supplies, as outlined above, are straining the financial security of the water funds. Securing a reliable water supply requires long and short term project planning for drought resiliency and a financially secure operating budget to face these challenges.

Preparing today for creating a more secure and reliable water system is critical in meeting the current public health and safety needs of our community and maintaining it for the future generations in Oxnard's tomorrow.

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

The Public Works and Transportation Committee approved 2-0 on November 22, 2022 to approve the staff recommendation and to forward the item for Council to receive and file.

Prepared by: Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Presentation

Water Cost of Service Report

Public Works and Transportation Committee
November 22, 2022

City Council
December 20, 2022

Joseph Marcinko
Assistant Public Works Director

FOR PUBLIC WORKS AND TRANSPORTATION MEETING:

That the Public Works and Transportation Committee recommend that the City Council receive and file the Water Cost of Service Report.

FOR COUNCIL MEETING:

That the City Council receive and file the Water Cost of Service Report.

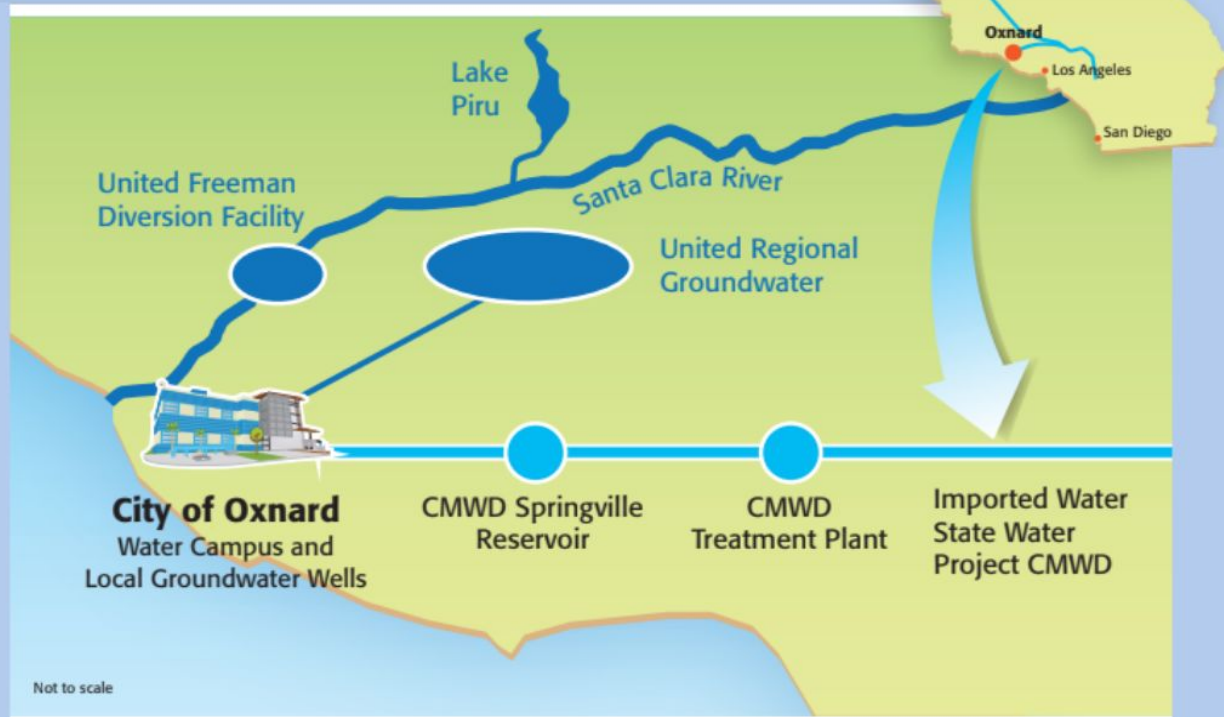
(This item is categorically exempt from the California Environmental Quality Act pursuant to 14 C.C.R. § 15306)

Oxnard's Water System includes:

- Ten Groundwater wells
- Five Interconnections to UWCD
- One Interconnection to CMWD
- One Desalter Facility
- Six Blending Stations
- >500 miles Distribution Pipelines
- 43,000 Meters and Appurtenances
- Advanced Water Purification Facility

Water Supply Map

Oxnard Water is a blend of imported water, regional groundwater, and local Oxnard groundwater.



**Imported Purchased
Surface Water (CMWD)**
30-40%



**City Pumped
Groundwater**
20-30%



**Local Purchased
Groundwater (UWCD)**
30-40%

- The Public Works & Transportation Committee in 2021 requested that the Public Works Department provide reports regarding the following water related topics:
 - Water Division Virtual Tour
 - Water Sources and Drought Updates
 - Cost of Water
 - Urban Water Management Plan
 - Recycled Water
- This report provides a cost of service analysis, which is a component of Oxnard's future long-term plans for water

- Water Operating Budget is Funded from Ratepayers Fees
- Water Revenues Cover:
 - Operations
 - Maintenance
 - Repairs
 - Debt Service
 - Capital Improvements
 - Cash Reserves

Water Utility Funds	FY 2022-23 Budget
Total Revenues	\$ 68,127,319
Total Expenditures	\$ 68,008,769
Net Revenue (deficit)	\$ 118,550

- Water acquisition: one of the largest expenditures
- Water acquisition in FY 2022-23 is estimated at 41% of the budget

Water Supply Acquisition Cost				
Fiscal Year	United Water	Calleguas	Groundwater*	Share of total expenditures
2019-20**	\$4,853,083	\$16,148,692	\$1,979,726	46.92%
2020-21**	\$5,529,599	\$14,643,551	\$2,444,933	44.33%
2021-22**	\$7,670,622	\$16,969,219	\$911,460***	52.34% (est.)
2022-23	\$7,100,000 (est.)	\$18,000,000 (est.)	\$2,400,000 (est.)	40.52% (est.)
2023-24	\$7,455,000 (est.)	\$18,900,000 (est.)	\$2,400,000 (est.)	42.37% (est.)
2024-25	\$7,827,750 (est.)	\$19,845,000 (est.)	\$2,400,000 (est.)	44.31% (est.)

* Does not include costs for operating and maintaining the groundwater production wells.

** Actual final expenditure figures

***Only partial fees were paid due to system issues with Fox Canyon's reporting portal

- Electricity costs have been increasing in recent years:

Electricity	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Per kWh (cents)	12.0	11.9	12.7	13.4	14.6 (est.)

- Labor required to maintain State-required staffing has increased in cost:

Drinking Water & Recycled Water Operating Labor Costs			
Fiscal Year	Labor Costs	# of Full-time Equivalent Positions	Share of total expenditures
2019-20	\$6,715,168	57.5	13.7%
2020-21	\$7,358,329	68.5*	14.4%
2021-22	\$9,605,431 (est.)	69.5*	19.7% (est.)

*Number includes AWPFF FTEs not part of FY 19/20 number

- Automated Metering Infrastructure - **\$30 M** (estimated)
- Cast Iron Pipe Replacement - **\$16 M** (estimated)
- Calleguas Distribution Pipeline - **\$60 M** (estimated)
- New Wells - **\$11.4 M** (estimated)
- Desalter Facility Improvements - **\$11 M** (estimated)
- SCADA Improvements - **\$2.5 M** (estimated)
- Blending Station Improvements - **\$1.15 M** (estimated)

- Cost comparison for 12 HCF (hundred cubic feet) of water
- Average water bill for single family and multi-family water:

	Single Family	Multi-Family
Water bill	\$65.63	\$69.79

- 12 HCF is the equivalent to 8977 gallons of water

- One acre foot of Oxnard treated groundwater is \$1,268
- Includes operational expenditures to make it potable

Groundwater Fees	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Overall % Change
Fox Canyon (per AF)	\$12.50	\$12.50	\$17.00	\$40.00	\$40.00	104.7 %
United (per AF)	\$209.55	\$215.84	\$272.92	\$319.60	\$319.60	41.6 %

- One acre foot of UWCD treated groundwater is \$881
- Includes operational expenditures to make it potable

UWCD	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Overall % Change
Variable Rate (per AF)	\$528.65	\$534.94	\$537.44	\$555.55	\$560.16	5.8%
Fixed Rate (annual)	\$556,890	\$525,329	\$805,299	\$740,778	\$800,484	35.9%

- One acre foot of surface water from CMWD is \$1667
- Includes operational expenditures to make it potable

CMWD	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Overall % Change
Variable Rate (per AF)	\$1,375	\$1,423	\$1,472	\$1,507	\$1,561	12.7%
Fixed Rate (annual)	\$1,553,868	\$1,424,868	\$1,522,140	\$1,493,688	\$1,720,825	10.2%

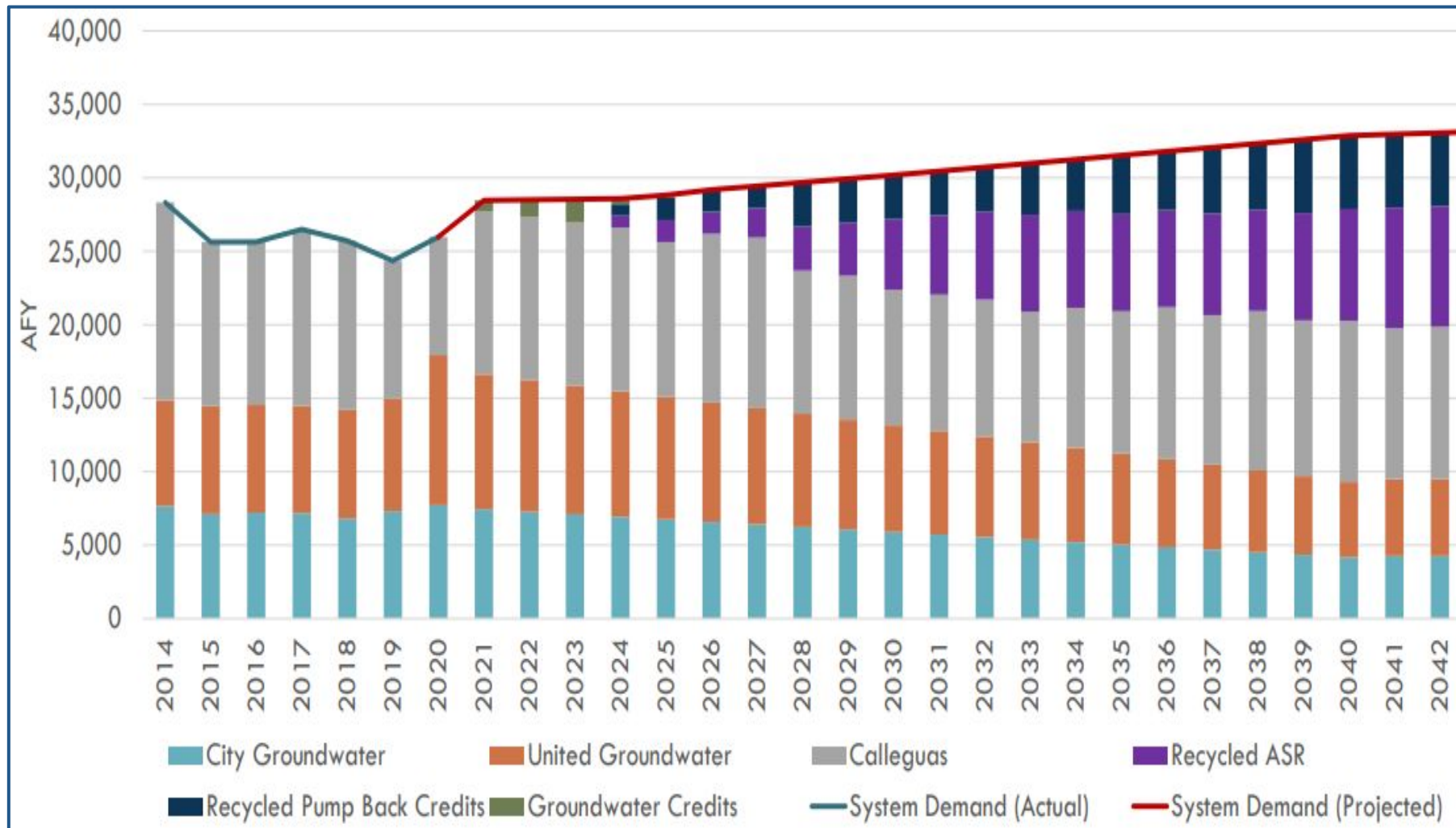
WATER SUPPLY AND DEMAND FUTURE PROJECTIONS

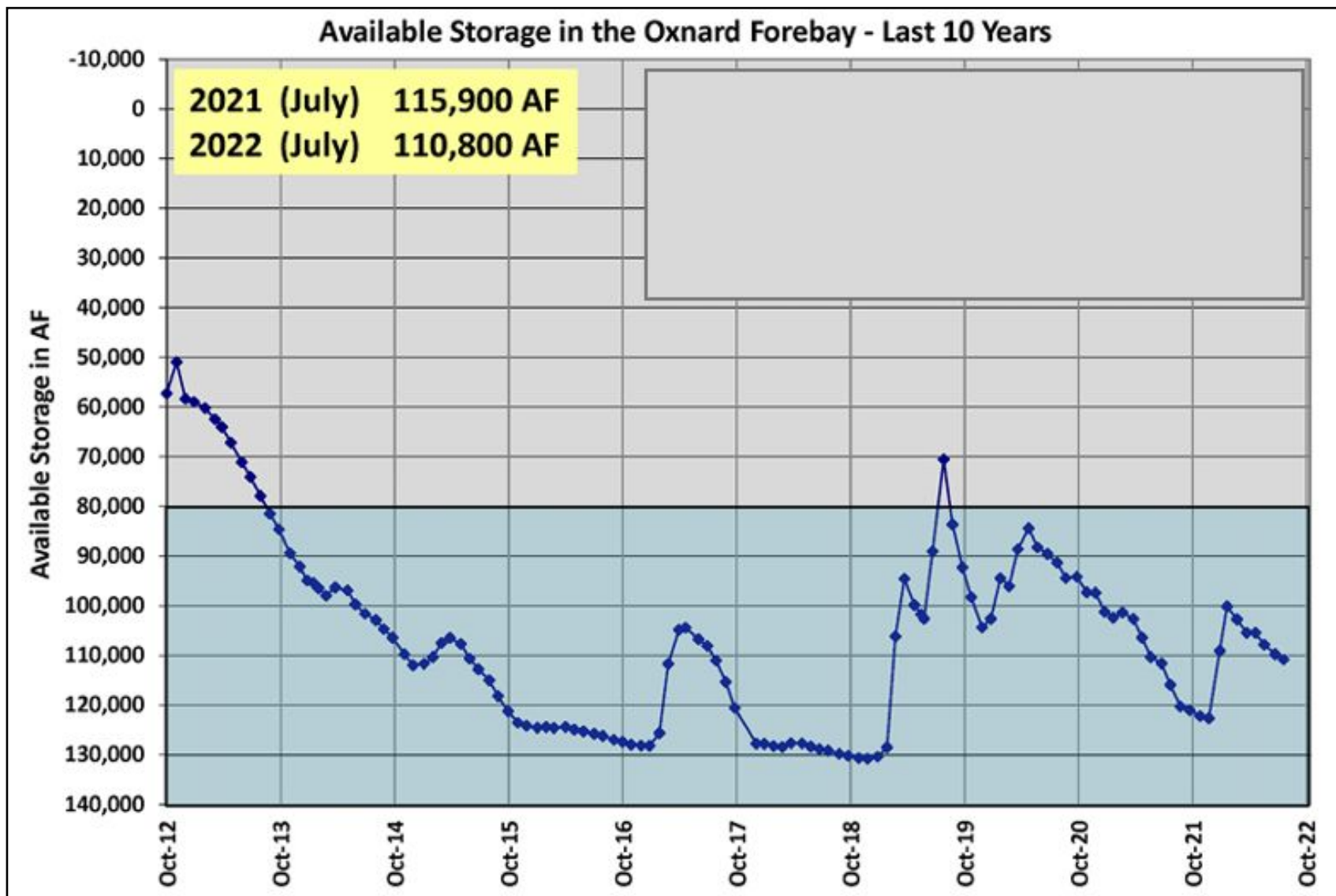
15

USE TYPE	ADDITIONAL DESCRIPTION	PROJECTED WATER USE, AFY				
		2025	2030	2035	2040	2045
Single Family		9,939	10,091	10,266	10,436	10,604
Multi-Family		4,067	4,128	4,200	4,269	4,339
Commercial		4,215	4,279	4,354	4,425	4,497
Industrial		2,507	2,545	2,590	2,632	2,675
Landscape		3,282	3,331	3,390	3,445	3,501
Agricultural Irrigation		1,221	1,239	1,261	1,281	1,302
Other	Fire Hydrant	35	35	36	37	37
Losses		2,636	2,676	2,723	2,768	2,813
Sales/Transfers/Exchanges to Other Agencies	Wheeled to PHWA	917	1,857	2,704	3,581	3,581
TOTAL:		28,819	30,181	31,524	32,874	33,349

WATER SUPPLY AND DEMAND PROPORTIONAL PROJECTIONS

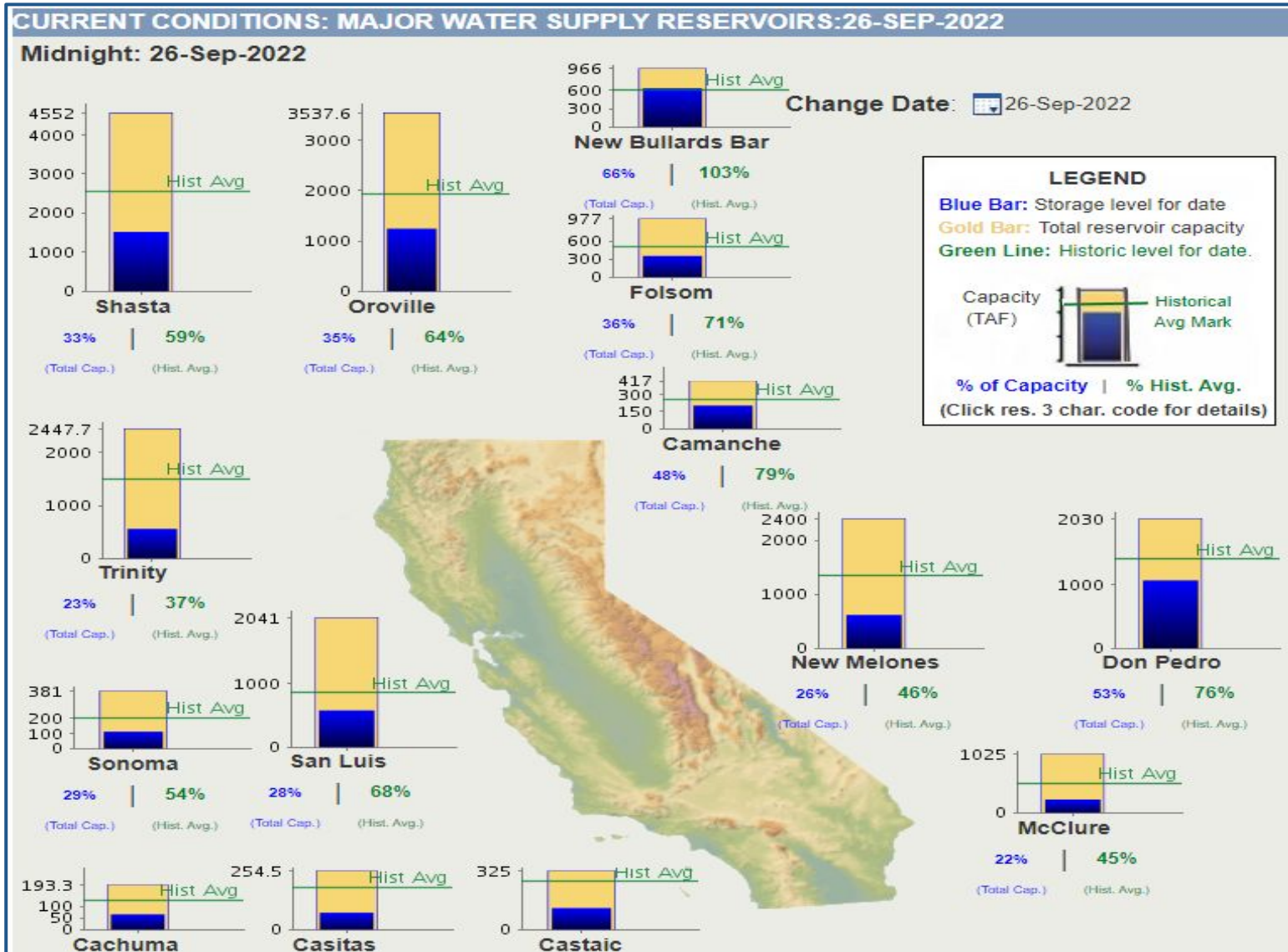
16





STATE WATER PROJECT RESERVOIR STORAGE LEVELS

18



Strengths

- Multiple Water Sources ‘
- GREAT Program
- Robust CIP
- Urban Water Management Plan
- Water Shortage Contingency Plan

Weaknesses

- New Regulatory Requirements
- Regulatory Timelines
- Future Staffing Levels
- Water rates last reviewed in 2017

Opportunities

- Aquifer Storage & Recovery
- Develop Indirect Potable Reuse
- Conjunctive Use
- Cost of Service Study
- Design Fair and Equitable Rates

Threats

- Climate Change (Droughts)
- Aging Infrastructure
- Global Supply Chain Issues
- Rising Equipment/Supply Costs

Outside factors continue to increase costs to provide water.

Oxnard's Water Division is always committed to:

- Delivering safe and reliable water 24 hrs/day, 365 days/yr
- Implementing 5-year capital improvement program
- Utilizing recycled water as additional water source
- Ensuring water budget is properly funded and utilized
- Preparing to handle climate change challenges
- Securing a reliable and well maintained water system
- Maintaining public health and safety for future generations

There is no direct financial impact in receiving this report.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.4

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Agreement 32300052 with Garcia's Landscaping Maintenance, Inc. for On-Call Grid Pruning Services, Specification No. PW 23-38. (10 Minutes)

RECOMMENDATION

That the City Council approve and authorize an Agreement with Garcia's Landscaping Maintenance, Inc. in the amount not to exceed \$4,000,000 for a three-year term for On-Call Grid Pruning Services, Specification No. PW 23-38.

(This item is categorically exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15301(h)).

(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/EcTasfcD8no>

BACKGROUND

The Public Works Department is responsible for over 48,000 trees in parkways, medians, and parks within the City of Oxnard. For more than a decade, the City has not had a routine and continuous tree maintenance program. The current staffing levels within the Public Works Department conducts and oversees a large amount of work, both routine, and emergency, throughout the entire City. This work includes the landscape maintenance of the City's rights-of-way (e.g. parkways and medians), parks, and trees. The contracting of this routine tree trimming work, which lends itself to be easily packaged and offered to a contractor, will allow the City staff to be more flexible and reactive to other maintenance needs throughout the City. With limited staffing dedicated to maintaining our urban forest, two tree services agreements are necessary for unscheduled on-call issues (e.g. fallen tree and stump removal) and the routine annual tree pruning. This is one of the two recommended contracts.

This Agreement provides large-scale grid pruning work and achieves our goal of a citywide five-year grid pruning cycle. Grid pruning is a term used when all of the trees, regardless of size or species, are trimmed within a given geographic location. The latest example of a grid pruning project was the Arterial Street Tree pruning that took place last year. In this project, all of the City's general fund trees along arterial streets were pruned. The minimum number of trees allowed per project in this Agreement is 250. There is no maximum number of trees that may be grid pruned in one year. However, the amount of trees that may be pruned are subject to available funding.

This Agreement has a not to exceed amount of \$4,000,000 and a three-year term. All work will be issued through task orders at the direction of the City Staff overseeing tree projects.

DISCUSSION

The intent of this Agreement is to provide large-scale trimming projects along streets, in parks, and through neighborhoods. With the Arterial Street Grid Pruning project that occurred last year, work completed through this agreement will be the second year of our goal of a 5-year grid pruning program for all City General Fund trees, regardless of location. The Special Districts Division will also be able to utilize this Agreement provided there is funding available for the district being serviced.

The notice inviting formal bids (NIFB) on the Project was published on September 29, 2022, and all bids were due on October 21, 2022. The City received the following bids:

Garcia’s Landscaping Maintenance, Inc.:
Price per tree for 250-500 trees \$78.00
Price per tree for 501-1,000 trees \$72.00
Price per tree for 1,001 and greater trees \$68.00
Total of all contract unit prices \$218.00

Mariposa Tree Management, Inc.:
Price per tree for 250-500 trees \$193.00
Price per tree for 501-1,000 trees \$182.00
Price per tree for 1,001 and greater trees \$171.00
Total of all contract unit prices \$546.00

West Coast Arborists, Inc.:
Price per tree for 250-500 trees \$190.00
Price per tree for 501-1,000 trees \$190.00
Price per tree for 1,001 and greater trees \$190.00
Total of all contract unit prices \$570.00

The lowest bidder is Garcia’s Landscaping Maintenance, Inc. (Garcia’s) and their bid is responsive to the City’s NIFB. Following this determination, procurement staff reviewed all documentation received from Garcia’s and their subcontractors. Procurement staff verified possession of the required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes the contractor is capable of satisfactorily completing the project. Therefore, staff recommends that the City Council award the Agreement for these services to Garcia’s.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with Garcia’s Landscaping Maintenance, Inc. shall not exceed \$4,000,000 for On-Call Grid Pruning Services for a term of three years. This Agreement will be used as needed and as funding is available.

Parks will be the primary division using this Agreement within the Park’s General Fund FY23 adopted budget (account 1013302-53200). However, the Special Districts division will also have the ability to utilize this Agreement provided the funding is available for the district being serviced. Funding for subsequent fiscal years will be requested in the recommended budgets.

Estimated Spending Plan with Garcia’s					
Division	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	TOTAL

	(6 months)			(6 months)	
Parks	\$400,000	\$800,000	\$800,000	\$400,000	\$2,400,000
Special Districts	\$260,000	\$600,000	\$600,000	\$140,000	\$1,600,000
TOTAL	\$660 ,000	\$1,400,000	\$1,400,000	\$540,000	\$4,000,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on November 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32300052
2. Presentation

**CITY OF OXNARD CONTRACT FOR
ON-CALL GRID PRUNING SERVICES
SPECIFICATION NO. PW 23-38**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GARCIA'S LANDSCAPING MAINTENANCE, INC. ("Contractor"). Contractor's license number is 1068347.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Grid Pruning Services, Specification No. PW 23-38 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed four million dollars (\$4,000,000.00) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as

follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

GARCIA'S LANDSCAPING MAINTENANCE, INC.

☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager

Pablo Garcia, President² Date

Tenley Garcia Hernandez, Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(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 \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. 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. 32300052_____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

10/22

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-G.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER ASPECIFY 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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No 32300052

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 aCity@)**

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

LOSS ADJUSTMENT EXPENSE _____

(to) _____

☐ Included in Limits

☐ In Addition to Limits

Telephone: _____

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____

with an Aggregate of \$ _____ applies to _____

coverage. ☐ Per Occurrence ☐ Per Claim

(which) _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE 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, 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, Aoccurrence@ 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. 32300052

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent

☐ Underwriter

☐ _____

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

Signature _____

(original signature required)

Telephone: (_____) _____

Date Signed _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as On-Call Grid Pruning Services, Specification No. PW 23-38 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
our heirs, assignees, successors, executors and administrators are held and firmly bound
jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
suppliers, and other persons employed in the performance of the Contract and any Task related
to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4
of the Civil Code in the penal sum of _____
Dollars (\$_____), this amount being not less than a hundred percent (100%) of the
total not to exceed Contract Price, in lawful money of the United States of America, for materials
furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance
Act with respect to this Work or labor that the Surety will pay the same in an amount not
exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond,
will pay, in addition to the face amount thereof, costs and reasonable expenses and fees,
including reasonable attorneys' fees, incurred by Agency in successfully enforcing this
obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in
the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code

Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its:

Its:

By: _____

By: _____

Its:

Its:

(Seal)

(Seal)

Note: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Grid Pruning Services, Specification No. PW 23-38 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
 held and firmly bound unto the Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its:

Its:

By: _____

By: _____

Its:

Its:

(Seal)

(Seal)

Note: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A

CITY OF OXNARD

**BID SHEETS FOR ON-CALL GRID PRUNING SERVICES
SPECIFICATION NO. PW 23-38**

Bidder's Name: Garcia's Landscaping Maintenance Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT	EVALUATION QUANTITY	CONTRACT UNIT PRICE
1.	Tree Pruning by Grid	Per Tree	250-500	\$ 78.00
2.			500-1000	\$ 72.00
3.			1001 and greater	\$ 68.00
TOTAL OF ALL CONTRACT UNIT PRICES (BID PRICE):				\$ 218.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 218.00

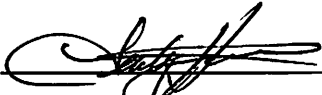
BID PRICE IN WORDS: Two hundred eighteen dollars and zero cents.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 09/28/2022
#02 10/14/2022

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc.

Signature: 

Print: Tenley Garcia Hernandez

Title: Secretary

Date: 10/07/2022

EXHIBIT B

SPECIAL PROVISIONS

Contractor shall furnish labor, tools, equipment, materials, supplies and other incidentals and appurtenant work necessary to complete on-call grid pruning services. Work on an on-call basis as requested through Task Order.

1000 GENERAL CONDITIONS

1000-1 Work quality

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed and shall be consistent with the International Society of Arboriculture Standards and Best Management Practices including but not limited to ISAP standards and ANSI A300 standards. The Contractor shall also meet the requirements of the current ANSI, 2133, entitled "Safety Requirements for Arboricultural Operation."

The Project Manager shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in Contract default, if they consistently fail to comply with the aforementioned standards.

1000-2 Inspection of Hazardous Conditions

Trees shall receive routine maintenance and periodic inspections at the direction of the Project Manager. The Contractor is not to inspect, monitor, or maintain trees unless a Task Order has been issued from the City. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards may be discovered through both routine pruning Work or through other forms of inspection. All work history should be recorded within the City's tree inventory management program.

1000-2 Public Noticing of Tree Pruning Operations

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the Work being performed. Notifications shall be made in the form of door hangers.

The Contractor shall be required to post city approved "No Parking" signs on individual trees scheduled for pruning forty-eight (48) hours prior to the Work being performed.

1000-3 Traffic Control

The Vendor shall maintain the following requirements:

1. Contractor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by the City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.
2. Maintain a minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

3. Traffic control plans must conform to the SSS and to the MUTCD.
4. Work taking place along arterial streets or other major thoroughfares shall be from 9:00 AM to 3:30 PM within the traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.
5. No lane closure beyond the Work areas.

City staff shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

1000-3.1 Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

1000-4 Clean up

Contractor shall clean all job sites when Work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets and sidewalks.

Each day's scheduled Work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street or sidewalk overnight when feasible.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out, and gutters cleaned.

City staff or authorized representative shall be the sole judge as to the adequacy of the cleanup.

1000-5 Disposal of Debris

All tree branches produced as a result of the Contractor's operations, under this Contract, will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report, detailing the amount of debris recycled and the location. This report is used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report: Greenwaste that is transported to an off-site facility for grinding into mulch, shall be documented. That documentation will be provided to the City on a monthly basis.
2. Wood Chips:
 - a. Chips generated from pruning operations within the City may first be dumped at a City designated site.
 - b. At the direction of the City, wood waste generated from tree removals, shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

1000-6 Data Reporting

Work performed on trees will need to be recorded in a digital format that is compatible with the City's GIS tree database. The Contractor will need to create and maintain a database with individual entries for each task performed on a specific tree (example: individual rows in a spreadsheet for each task completed for an individual tree). The Contractor database is required to use the existing tree IDs from the City's GIS database to record and link the Contractor's work performed for each individual tree. The City's GIS Division will provide a copy of the City GIS tree database.

Entries in the database will need to have standardized repeatable values, where applicable, to allow the City to perform analysis and reporting. For example, a work type of tree trim will always need to be entered into the contractor database as "Tree_Trim" instead of a variety of similar entries (example: "trim tree", "tree trimming", "trimming", etc.).

Any new trees planted or work on trees that are otherwise not already existing in the inventory will require the capture of GPS coordinates of the new tree with a minimum horizontal accuracy of 10 feet. The GPS coordinate data will be entered into the Contractor's database using latitude and longitude or coordinates from the local State Plane Coordinate System (NAD83_2011, State Plane, California Zone 5, US Feet). Attributes to be collected by field personnel may include, but is not limited to:

- Tree ID Number
- City District/Grid/LLDs/Parks/R-Areas/Residential
- Street
- Location by Address
- Location by GPS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition
- Tree dollar value
- Recommended Maintenance
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk, street and gutter damage

Work reports will be submitted monthly.

2000 Scope of Work

2000-1 Tree Pruning

Prior to beginning the Work, the Contractor shall review with the Project Manager the various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning practices.

Daily tree pruning operations shall commence no earlier than 8:00 A.M. and shall be completed each day no later than 5:00 P.M., or as required by City ordinances, or emergency operations. Work will not be performed adjacent to residential housing before

9:00 A.M unless prior approval is obtained from the Project Manager.

All debris resulting from tree pruning operations shall be removed from the Work site on a daily basis.

1. Grid Tree Pruning

At the direction of the Project Manager, the tree pruning per pre-designed areas, grids, neighborhoods or prune routes shall be conducted to include all trees regardless of size. The only exception is no Eucalyptus globulus will be included in this work. Pruning will include structural pruning, crown raising, and slight crown cleaning in accordance with the standards set forth in the General Provisions above.

- a. Contractor shall comply with the requirements of the General Provisions above.
- b. Contractor shall endeavor to maintain good public relations at all times. The Work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, An English speaking supervisor is required in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each Work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at Work locations are not endangered or damaged during the course of Work.
- c. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize qualified line clearance tree trimmers if working within 10 ft. of high voltage power lines. In the event that aerial utility wires present a hazard to the Contractors personnel or others near the Work site, Work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that Work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- d. No hooks, gaffs, spurs or climbers will be used for climbing trees other than for removals and inaccessible Palms, when needed and preapproved by the City Arborist.
- e. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callus growth.
- f. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased, or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch, to the

parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

- g. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty (20%) percent but no more than thirty (30%) percent.
- h. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- i. Heading cuts and/or topping will not be allowed without City approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2000-2 Payment

Tree Pruning by Grid on the Bid sheet is priced per tree and is based on tree pruning in pre-designated districts or grids on a set cycle and includes all trees (small, medium and large sized). Trees are not excluded from the Grid. The minimum call out for a Task Order will be for 250 trees.

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work.

The Task Order shall include, but not be limited to, a list of each street that tree maintenance operations took place, the address of each individual tree, the species and height and trunk diameter of each individual tree, all materials, labor and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work. A separate invoice is required for each Task Order issued pursuant to the Contract.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order. No per diem will be paid. No additional payment will be made for travel time to and from the job site.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

Move in/move out of equipment shall be considered as a component of the contract unit price and no separate or additional compensation will be made.

2000-3 Inspections

The City shall, at all times, have access to the Work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, Workmanship, and character of materials and equipment used and employed in the Work.

Agreement 32300052 with Garcia's Landscaping Maintenance, Inc. for On-Call Grid Pruning Services

Public Works and Transportation Committee,
November 22, 2022

City Council
December 20, 2022

Kevin Thompson, Parks Manager

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 an Agreement with Garcia's Landscaping Maintenance, Inc. in the amount not to exceed \$4,000,000 for a three year term for On-Call Grid Pruning Services, Specification No. PW 23-38.



FOR CITY COUNCIL:

That the City Council approve and authorize the Mayor to execute an Agreement with Garcia's Landscaping Maintenance, Inc. in the amount not to exceed \$4,000,000 for a three year term for On-Call Grid Pruning Services, Specification No. PW 23-38.



- It has been more than a decade since the city had a regular and ongoing tree maintenance program
- Grid pruning is a term used to describe a project where all trees, regardless of size or species are trimmed within a given geographic area
- Staff is working toward the implementation of a program where all general fund maintained trees will be grid pruned once every 5 years
- With the work completed by last year's arterial street grid pruning project, work completed this year through this agreement will be the 2nd year of the 5-year program

- Request for Bid (RFB) PW 23-28 was released on September 29, 2022
- Purchasing Department received three responsive bids by the October 21, 2022 closing date:
 - Mariposa Tree Management, Inc.
 - Garcia's Landscaping Maintenance, Inc. (Garcia's)
 - West Coast Arborists, Inc.
- As a result of the RFB, the City determined Garcia's to be the lowest responsive bidder
- Bid included rates for grid pruning projects of 250-500, 501-1,000 and over 1,001 trees
- Staff has verified vendor meets all insurance requirements, possesses a business tax certificate and is registered with the California Secretary of State

- The total not to exceed amount for this Agreement with Garcia's Landscaping Maintenance, Inc. is \$4,000,000 for a term of three years
- This Agreement can be utilized by both the Parks and Special Districts Divisions. As this is an on-call agreement, work will only be done as funding allows.

QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.5

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Agreement 32300084 with Garcia's Landscaping Maintenance, Inc. for On-Call Tree Maintenance Services, Specification No. PW 23-39. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize an Agreement with Garcia's Landscaping Maintenance, Inc. in the amount not to exceed \$4,000,000 for a three year term for On-Call Tree Maintenance Services.

(This item is categorically exempt from the California Environmental Quality Act pursuant to Title 14 California Code of Regulations section 15301(h)).

(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/9wck3fJ294E>

BACKGROUND

The Public Works Department is responsible for over 48,000 trees in parkways, medians, and parks within the City of Oxnard. For more than a decade the City has not had a routine and continuous tree maintenance program.

The current staffing levels within the Public Works Department is required to address a large amount of work, both routine, unscheduled, and emergency, throughout the entire City. This work includes the landscape maintenance of the City's rights-of-way (e.g. parkways and medians), parks, and trees. The contracting of on-call tree maintenance services, which lends itself to be easily utilized based on the contract pricing per task, will allow the City staff to be more flexible and reactive to other maintenance needs throughout the City. With limited staffing dedicated to maintaining our urban forest, two tree service agreements are necessary for unscheduled on-call issues (e.g. fallen tree and stump removal) and the routine annual tree pruning. This is one of the two recommended agreements.

This Agreement has a not to exceed amount of \$4,000,000 and a three-year term. All work will be issued through task orders at the direction of the Parks Manager and City Arborist.

DISCUSSION

The intent of this Agreement is to provide timely tree maintenance services that includes but not limited to trim and shape trees, remove dead and dying trees, grind tree stumps, plant trees, water trees, provide pest control advisor recommendations, apply pesticides to trees, provide urgent responses to emergencies, and small scale pruning.

The notice inviting formal bids (NIFB) for the Project was published on September 19, 2022, and all bids were due on October 19, 2022. The City received the following bids with a total summary of rates for a wide variety of tree

maintenance services:

Garcia's Landscaping Maintenance, Inc.: \$9,346.00
Mariposa Tree Management, Inc.: \$16,637.00
West Coast Arborists, Inc.: \$16,596.00

The lowest bidder is Garcia's Landscaping Maintenance, Inc. (Garcia's) and their bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Garcia's and their subcontractors. Procurement staff verified possession of the required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Therefore, staff recommends that the City Council award this Agreement to Garcia's.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with Garcia's Landscaping Maintenance, Inc. shall not exceed \$4,000,000 for on-call tree maintenance services for a term of three years. This Agreement will be used as needed based on available funding.

Parks will be the primary division using this Agreement with funding available in the Park's General Fund adopted FY 2022-23 budget (account 1013302-53200). However, other departments and divisions, such as Special Districts, will also have the ability to utilize this Agreement provided the funding is available for the district being serviced. Funding for subsequent fiscal years will be requested in the recommended budgets.

Estimated Spending Plan with Garcia's					
Division	FY 2022-23 (6 months)	FY 2023-24	FY 2024-25	FY 2025-26 (6 months)	TOTAL
Parks	\$350,000	\$600,000	\$600,000	\$350,000	\$1,900,000
Special Districts	\$150,000	\$250,000	\$250,000	\$150,000	\$800,000
Other	\$250,000	\$400,000	\$400,000	\$250,000	\$1,300,000
TOTAL	\$750,000	\$1,250,000	\$1,250,000	\$750,000	\$4,000,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on November 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Kevin Thompson, Parks Manager, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32300084 Garcia's
2. Presentation

**CITY OF OXNARD CONTRACT FOR
ON-CALL TREE MAINTENANCE SERVICES
SPECIFICATION NO. PW 23-39**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GARCIA'S LANDSCAPING MAINTENANCE, INC. ("Contractor"). Contractor's license number is 963018.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Tree Maintenance Services, Specification No. PW 23-39 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed four million dollars (\$4,000,000.00) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as

follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

GARCIA'S LANDSCAPING MAINTENANCE, INC.

☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager

Pablo Garcia, President² Date

Tenley Garcia Hernandez, Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(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 \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. 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. 32300084 _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

10/22

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-G.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.

CODESUB-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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. 32300084

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 aCity@)**

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

LOSS ADJUSTMENT EXPENSE _____

(to) _____

☐ Included in Limits

☐ In Addition to Limits

Telephone: _____

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____

with an Aggregate of \$ _____ applies to _____

coverage. ☐ Per Occurrence ☐ Per Claim

(which) _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE 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, 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, Aoccurrence@ 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. 32300084

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent

☐ Underwriter

☐ _____

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

Signature _____

(original signature required)

Telephone: (_____) _____

Date Signed _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as On-Call Tree Maintenance Services, Specification No. PW 23-39 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and any Task related
 to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4
 of the Civil Code in the penal sum of _____
 Dollars (\$_____), this amount being not less than a hundred percent (100%) of the
 total not to exceed Contract Price, in lawful money of the United States of America, for materials
 furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance
 Act with respect to this Work or labor that the Surety will pay the same in an amount not
 exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond,
 will pay, in addition to the face amount thereof, costs and reasonable expenses and fees,
 including reasonable attorneys' fees, incurred by Agency in successfully enforcing this
 obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in
 the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code

Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its:

Its:

By: _____

By: _____

Its:

Its:

(Seal)

(Seal)

Note: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Tree Maintenance Services, Specification No. PW 23-39 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
 held and firmly bound unto the Agency in the penal sum of _____

Dollars (\$ _____), this

amount being not less than a hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its:

Its:

By: _____

By: _____

Its:

Its:

(Seal)

(Seal)

Note: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A

CITY OF OXNARD

**BID SHEETS FOR ON-CALL TREE MAINTENANCE SERVICES
SPECIFICATION NO. PW 23-39**

Bidder's Name: Garcia's Landscaping Maintenance Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

Item No.	Description	Unit	Evaluation Quantity	Amount
1	Pruning for Clearance	0"-6" Diameter at Breast Height	1	\$30.00
2	Pruning for Clearance	7"-12" Diameter at Breast Height	1	40.00
3	Pruning for Clearance	13"-18" Diameter at Breast Height	1	50.00
4	Pruning for Clearance	25"-30" Diameter at Breast Height	1	70.00
5	Pruning for Clearance	31"-36" Diameter at Breast Height	1	80.00
6	Pruning for Clearance	36" + Diameter at Breast Height	1	100.00
7	Prune Date Palm (Phoenix spp.)	Per Tree	1	290.00
8	Skin Trunk for Date Palm (Phoenix spp.)	Linear foot	1	18.00
9	Prune Fan Palm (Washingtonia spp.)	Per Tree	1	55.00
10	Skin Trunk for Fan Palm (Washingtonia spp.)	Linear Foot	1	15.00
11	Prune all other palm tree species	Per Tree	1	50.00

12.	Aesthetic or Service Request Pruning	0"-6" Diameter at Breast Height	1	50.00
13	Aesthetic or Service Request Pruning	7"-12" Diameter at Breast Height	1	75.00
14	Aesthetic or Service Request Pruning	13"-18" Diameter at Breast Height	1	110.00
15	Aesthetic or Service Request Pruning	18"-24" Diameter at Breast Height	1	130.00
16	Aesthetic or Service Request Pruning	25"-30" Diameter at Breast Height	1	160.00
17	Aesthetic or Service Request Pruning	31"-36" Diameter at Breast Height	1	225.00
18	Aesthetic or Service Request Pruning	36" + Diameter at Breast Height	1	325.00
19	Tree and Stump Removal	0"-24" diameter	1	450.00
20	Tree and Stump Removal	25"-40" diameter	1	950.00
21	Tree and Stump Removal	40"-48" diameter	1	1450.00
22	Tree and Stump Removal	Over 48" diameter	1	1600.00
23	Tree Planting	10 gallon tree	1	75.00
24	Tree Planting	15 gallon tree	1	125.00
25	Tree Planting	24 inch box tree	1	325.00
26	Tree Planting	36 inch box tree	1	850.00
27	Root Pruning	Linear foot	1	20.00
28	Root Prune with Root Barrier	Linear foot	1	30.00
29	Stump Grinding	Per diameter inch at 3 inches above grade	1	18.00
30	Tree Watering includes trunk with sprayer and operator	Per hour	1	75.00

31	Tree Watering includes truck with hose(s), operator and ground crew	Watering of 20 trees	1	150.00
32	General Labor Rate for 3 person crew with equipment for Small Tree Care	Per hour	1	225.00
33	Tree Canopy Spraying From Ground Level	Per diameter inch	1	6.00
34	Insecticide or Fungicide Trunk Banding	Per diameter inch	1	8.00
35	PGR Trunk Banding	Per diameter inch	1	8.00
36	Insecticide or GRP Soil Application	Per diameter inch	1	8.00
37	Insecticide or Fungicide Soil Application	Per diameter inch	1	8.00
38	Soil Injection Fertilization	Per diameter inch	1	7.00
39	Trunk Injection Insecticide/Miticide	Per diameter inch	1	8.00
40	Trunk Injection Fungicide	Per diameter inch	1	8.00
41	Trunk Injection Insecticide and Fungicide Combo	Per diameter inch	1	10.00
42	Avermectin Class Insecticide Injection	Per diameter inch	1	10.00
43	Pest Control Advisor Services	Per hour	1	75.00
44	Urgent Response Services, Monday through Friday, 7am-6pm	Per staff hour	1	92.00
45	Urgent Response Services, after hours, weekends and holidays	Per staff hour	1	112.00

46	General Labor Rates for 3 person crew with equipment	Per staff hour	1	225.00
47	Day rate Service Crew Boom Truck 8 hour day including a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer and 1 Ground Person	Per staff hour	1	195.00
48	Specialty Equipment Crane	Per hour	1	125.00
49	Specialty Equipment 95 foot aerial tower	Per hour	1	125.00
50	Specialty Equipment Loader or Bobcat	Per hour	1	100.00
		TOTAL BID PRICE:		\$9,346.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 9,346.00

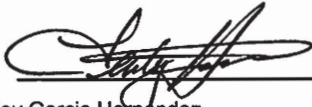
BID PRICE IN WORDS: Nine thousand three hundred forty six dollars and zero cents.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 09/28/2022
#02 10/13/2022

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc.

Signature: 
Print: Tenley Garcia Hernandez

Title: Secretary
Date: 10/07/2022

Signature: 
Print: Pablo Garcia

Title: President
Date: 10/07/2022

EXHIBIT B

SPECIAL PROVISIONS

Contractor shall furnish labor, tools, equipment, materials, supplies and other incidentals and appurtenant work necessary to complete on-call Tree Maintenance services. Work on an on-call basis as requested through Task Order.

1000 GENERAL CONDITIONS

1000-1 Work quality

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed and shall be consistent with the International Society of Arboriculture Standards and Best Management Practices including but not limited to ANSI A300 standards. The Contractor shall also meet the requirements of the current ANSI, 2133, entitled "Safety Requirements for Arboricultural Operation."

The Project Manager shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in Contract default, if they consistently fail to comply with the aforementioned standards.

1000-2 Inspection of Hazardous Conditions

Trees shall receive routine maintenance and periodic inspections at the direction of the Project Manager. The Contractor is not to inspect, monitor, or maintain trees unless a Task Order has been issued from the City. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards may be discovered through both routine pruning Work or through other forms of inspection. All work history should be recorded within the City's tree inventory management program.

1000-2 Public Noticing of Tree Maintenance Operations

Contractor shall be required to notify residents and/or businesses of scheduled tree maintenance operations at least forty-eight (48) hours prior to the Work being performed. Notifications shall be made in the form of door hangers.

The Contractor shall be required to post city approved "No Parking" signs on individual trees scheduled for pruning forty-eight (48) hours prior to the Work being performed.

1000-3 Traffic Control

The Vendor shall maintain the following requirements:

1. Contractor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by the City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.
2. Maintain a minimum of one lane in each direction at all times. Maintain access to all existing business at all times.
3. Traffic control plans must conform to the SSS and to the MUTCD.
4. Work taking place along arterial streets or other major thoroughfares shall be from 9:00 AM to 3:30 PM within the traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.
5. No lane closure beyond the Work areas.

City staff shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

1000-3.1 Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

1000-4 Clean up

Contractor shall clean all job sites when Work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets and sidewalks.

Each day's scheduled Work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street or sidewalk overnight when feasible.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out, and gutters cleaned.

City staff or authorized representative shall be the sole judge as to the adequacy of the cleanup.

1000-5 Disposal of Debris

All tree branches produced as a result of the Contractor's operations, under this Contract, will be reduced, reused, recycled, and/or transformed. The City will receive

access to their Greenwaste Recycling report, detailing the amount of debris recycled and the location. This report is used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report: Greenwaste that is transported to an off-site facility for grinding into mulch, shall be documented. That documentation will be provided to the City on a monthly basis.
2. Wood Chips:
 - A. Chips generated from pruning operations within the City may first be dumped at a City designated site.
 - B. At the direction of the City, wood waste generated from tree removals, shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

1000-6 Data Reporting

Work performed on trees will need to be recorded in a digital format that is compatible with the City's GIS tree database. The Contractor will need to create and maintain a database with individual entries for each task performed on a specific tree (example: individual rows in a spreadsheet for each task completed for an individual tree). The Contractor database is required to use the existing tree IDs from the City's GIS database to record and link the Contractors work performed for each individual tree. The City's GIS Division will provide a copy of the City GIS tree database.

Entries in the database will need to have standardized repeatable values, where applicable, to allow the City to perform analysis and reporting. For example, a work type of tree trim will always need to be entered into the contractor database as "Tree_Trim" instead of a variety of similar entries (example: "trim tree", "tree trimming", "trimming", etc.).

Any new trees planted or work on trees that are otherwise not already existing in the inventory will require the capture of GPS coordinates of the new tree with a minimum horizontal accuracy of 10 feet. The GPS coordinate data will be entered into the Contractors database using latitude and longitude or coordinates from the local State Plane Coordinate System (NAD83_2011, State Plane, California Zone 5, US Feet). Attributes to be collected by field personnel may include, but is not limited to:

- Tree ID Number
- City District/Grid/LLDs/Parks/R-Areas/Residential
- Street
- Location by Address
- Location by GPS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition

- Tree dollar value
- Recommended Maintenance
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk, street and gutter damage

Work reports will be submitted monthly.

2000 Scope of Work

The Scope of Work shall include, but not be limited to, the following:

1. Tree Pruning
 - A. Pruning for clearance.
 - B. Pruning Palm Trees.
 - C. Aesthetic and/or Service Request pruning.
2. Tree Services
 - A. Tree removal.
 - B. Tree planting.
 - C. Root pruning.
 - D. Stump grinding.
3. Tree Care
 - A. Tree watering.
 - B. Small tree care.
 - D. Pesticide application.
 - D. Pest Control Advisor services.
 - E. Tree staking.
4. Other Services
 - A. Urgent response.
 - B. Service crew.

2000-1 Tree Pruning

Prior to beginning the Work, the Contractor shall review with the Project Manager the various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning practices.

Daily tree pruning operations shall commence no earlier than 8:00 A.M. and shall be completed each day no later than 5:00 P.M., or as required by City ordinances, or emergency operations. Work will not be performed adjacent to residential housing before 9:00 A.M.

All debris resulting from tree pruning operations shall be removed from the Work site on a daily basis.

1. Pruning for Clearance (all species except palms)

As directed by Project Manager, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with the standards set forth by the ISAP Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City Arborist and conform to the following:

- A. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- B. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- C. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.
- D. Tree Pruning by Block on the Bid sheet is priced per tree and consists of pruning trees along a block segment or "run" as designated by the City. This is different from Grid Pruning where all trees are pruned (small, medium and large sized) within a grid or district.

2. Pruning Palm Trees

Palm tree pruning shall consist of the removal of all dead fronds five (5) feet down the trunk from the lowest green fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by the City Arborist and in accordance with the following:

- A. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City Arborist. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City palm trees.
- B. Palm Skinning (additional service & cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each

palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" - 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to the trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

- C. Removal for dead fronds lower than 5 feet will be charged at the Palm Skinning rate.

3. Aesthetic and/or Service Request Tree Pruning (All species except palms).

As directed by Project Manager, trees identified for an aesthetic trim shall be trimmed within two weeks of notification by the City to the Contractor.

- A. Contractor shall comply with the requirements of the General Provisions above.
- B. Contractor shall endeavor to maintain good public relations at all times. The Work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, An English speaking supervisor is required in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each Work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at Work locations are not endangered or damaged during the course of Work.
- C. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize qualified line clearance tree trimmers if working within 10 ft. of high voltage power lines. In the event that aerial utility wires present a hazard to the Contractors personnel or others near the Work site, Work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that Work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- D. No hooks, gaffs, spurs or climbers will be used for climbing trees other than for removals and inaccessible Palms when needed and preapproved by the City Arborist.
- E. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callus growth.
- F. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch, to the parent stem so that

healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

- G. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head.
- H. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- I. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.
- J. Heading cuts and/or topping will not be allowed without City approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.
- K. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

2000-2 Tree Services

1. Tree Removals

After the City determines that a tree requires removal, the City shall prepare a list of trees to be removed, mark trees, notify homeowners, and submit a list to the Contractor. It is the Contractor's responsibility to call Underground Service Alert (USA) and prepare internal work orders. The Contractor's crew shall remove the tree, haul all debris and grind stumps to a depth of eighteen (18") inches unless prior approval is obtained by the City Arborist. All holes will be backfilled. The City Arborist shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner and in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of the Project Manager. No wood shall be left along the public right-of-way unless approved by the Project Manager. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark, and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert (USA) and the Contractor. The Contractor shall be required to call USA at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicles for disposal. Any damage caused by the contractor to infrastructure including paved surfaces, fences, etc. shall be restored to their original condition.

2. Tree Planting

Tree planting includes the tree, stakes, ties and watering at time of installation, as directed by the Project Manager. Contractor will guarantee the quality of the tree stock and the Workmanship.

- A. Contractor shall provide all equipment, labor, and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- B. The City shall be responsible for marking the locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
- C. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit, the Contractor shall examine the root ball for injured roots and the canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

- D. The tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- E. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- F. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree that is capable of holding at least ten (10) gallons of water. In a concrete tree well, the soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- G. All trees shall be staked with two wooded lodge poles and two ties per pole. The minimum size of the lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third(1/3) and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade. The top of stakes shall be removed to not interfere with the canopy.
- H. Trunk protectors such as Arbor-Guards or equal shall be placed at the base of the trunk of all new trees immediately after planting.
- I. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service.
- J. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- K. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI 260.1 standards. Trees shall be free from pests, disease, and structural defects. If these issues are determined by the City, then the Contractor will be responsible for replacing the tree(s) at no additional cost.
- L. All newly planted trees are to be watered for the next 8 weeks, at least once a week, for an establishment period.

3. Root Pruning

At the direction of the Project Manager, the Contractor will prune the roots of trees and

add root barrier. The depth, distance from trunk and length of the cut will be determined by the City Arborist, or assigned, on a tree by tree basis.

4. Stump Grinding

At the direction of the Project Manager, stumps of previously removed trees will be ground. The Contractor will call Underground Service Alert (USA) and prepare an internal work order. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away.

2000-3 Tree and plant care

Services include watering, small tree care, pesticide applications and Contractor's Pest Control Advisor recommendations.

1. Watering

- A. Watering is performed with a water truck application through an agreed upon sprayer system and/or emitters. This application will water various routes throughout the street landscapes and/or parks.
- B. Watering is performed by hand using a hose or multiple hoses attached to a water truck or water buffalo. Water will be applied to an existing tree well made of mounded dirt around the base of trees. Each basin will hold approximately 20-40 gallons of water. Water will be applied at a rate as not to blow out the well and allow for it to fill. Any damage to the well that reduces the capacity or allows water to escape will be repaired by the Contractor at the time of watering to ensure the proper amount of water is delivered and there is no runoff into the street or sidewalk.

2. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include, but not be limited to, tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

The Contractor may be required to replace existing tree stakes or install new ones. All trees shall be staked with two wooded lodge poles and two ties per pole. The minimum size of the lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third(1/3) and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade. Top of the stakes shall be removed from the canopy.

3. Pesticide Application and Reporting

At the direction of the Project Manager, the Contractor shall be required to provide plant health care services including, but not limited to, the following; spraying, injecting, and soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. All pesticide recommendations are to be made by the Contractor's Pest Control Advisor in accordance with the California Department of Pesticide Regulations.

A. Pesticide Treatment of Trees

1. Contractor shall have an in-house Qualified Applicator to apply chemicals in accordance with the recommendations from the in-house Agricultural Pest Control Advisor and all applicable product labels and regulations. Contractor to submit Qualified Applicator certification documentation to the Project Manager prior to commencing Work.
2. Applications will be made by drench, spray, or injection as conditions warrant. The primary method of application shall be trunk or soil injection.
3. The following are pesticides that may be used on this Contract for treatment of Polyphagous Shot Hole Borer (PSHB), Golden Spotted Oak Borer (GSOB), Fusarium dieback, and other pests. This list is not all inclusive or exhaustive.
 - a. Propiconazole
 - b. Tebuconazole
 - c. Thiabendazole
 - d. Emamectin benzoate
 - e. Imidacloprid
 - f. Dinotefuran
 - g. Bifenthrin
 - h. Carbaryl

B. Pesticide Usage and Reporting

1. Contractor shall submit Pesticide Usage Report(s) to the City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, staff hours, and equipment.
 - a. The Report(s) will provide all information needed, and in a format sufficient, for all annual reporting, including 1PM and NPDES.
2. City 1PM Policy encourages use of the least toxic pesticide required for effective control of a given pest.

C. Pests and Diseases

1. For all trees known or suspected to be diseased/infested, the Contractor shall disinfect all tools and cut surfaces after each cut and between trees.
2. For all trees with known or suspected PHSB, Fusarium, Gold Spotted Oak Borer or other high priority pests/ pathogens as determined by the County, The Contractor shall handle all debris in a manner consistent with the newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.
3. Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site.
4. No additional charges for disinfection or special handling shall be allowed.

D. Pest Control Advisor Services

At the Project Manager's direction, the Contractor will conduct inspections, sampling, testing and other data collection services. Analyze the data and provide results and recommendations in a report to address the specific issue in question. Contractor to submit Pest Control Advisor documentation to Project Manager prior to commencing work.

2000-3 Other Services

1. Urgent Response

The Contractor shall be required to provide urgent on-call response for damaged trees as a result of storms or other reasons. Urgent calls may occur at any given time. The Contractor will be provided with locations and the Work to be done at each location via telephone from the City. Urgent work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of Contract. Should the contact persons or their phone numbers change during the course of the Contract, those changes shall be submitted to the City within two (2) Working Days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this Contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

2. Service Crew

The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work including but not limited to debris and brush cleanup, hanging lights and flags, changing light bulbs, building tree watering wells, etc.

3000 Payment

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work.

The Task Order shall include, but not be limited to, a list of each street that tree maintenance operations took place, the address of each individual tree, the species and height and trunk diameter of each individual tree, all materials, labor and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work. A separate invoice is required for each Task Order issued pursuant to the Contract.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

Move in/move out of equipment shall be considered as a component of the contract unit price and no separate or additional compensation will be made. No per diem will be paid. No additional payment will be made for travel time to and from the job site.

4000 Inspections

The City shall, at all times, have access to the Work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, Workmanship, and character of materials and equipment used and employed in the Work.

Agreement 32300084 with Garcia's Landscaping Maintenance, Inc. for On-Call Tree Maintenance Services

Public Works and Transportation Committee,
November 22, 2022

City Council
December 20, 2022

Kevin Thompson, Parks Manager

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 an Agreement with Garcia's Landscaping Maintenance, Inc. in the amount not to exceed \$4,000,000 for a three year term for On-Call Tree Maintenance Services, Specification No. PW 23-39.

FOR CITY COUNCIL:

That the City Council approve and authorize the Mayor to execute an Agreement with Garcia's Landscaping Maintenance, Inc. in the amount not to exceed \$4,000,000 for a three year term for On-Call Tree Maintenance Services, Specification No. PW 23-39.

- It has been more than a decade since the city had a regular and ongoing tree maintenance program
- The number of staff dedicated to maintaining the City's urban forest has been limited. The focus of City staff has been on hazard mitigation, responding to emergency situations and residential tree trim requests
- Over the years many of the standard maintenance tasks have been deferred due to lack of resources
- With the passing of Measure E, funding has been dedicated to maintaining the City's urban forestry

- Request for Bid (RFB) PWV 23-39 was released on September 19, 2022
- Purchasing Department received three responsive bids by the October 19, 2022 closing date:
 - Mariposa Tree Management, Inc.
 - Garcia's Tree Maintenance Services, Inc. (Garcia's)
 - West Coast Arborists, Inc.
- As a result of the RFB, the City determined Garcia's to be the lowest responsive bidder

- The Agreement allows for a variety of standard maintenance task including:
 - Removal of dead and dying trees
 - Grinding of tree stumps
 - Planting trees
 - Watering trees
 - Pest Control Advisor recommendations
 - Pesticide application
 - Urgent response call out
 - Small scale pruning
- Staff has verified vendor meets all insurance requirements, possesses a business tax certificate and is registered with the California Secretary of State

- The total not to exceed amount for this Agreement with Garcia's Tree Maintenance Services, Inc. is \$4,000,000 for a term of three years
- This Agreement can be utilized Citywide. As this is an on-call agreement, work will only be done as funding allows.

QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.6

DATE: December 20, 2022

TO: City Council

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

SUBJECT: Authorize Equipment Lease Schedule No. 27 to Finance the Purchase of a Fire Ladder Truck and to Finance the Purchase and Upfitting of Eight (8) Fire Battalion Chief Vehicle Chassis. (10 minutes)

RECOMMENDATION

That the City Council adopt a resolution authorizing the execution and delivery of Schedules of Property to the Master Equipment Lease/Purchase Agreement not to exceed \$3,450,000 for a ladder fire truck and the purchase and subsequent upfitting of chassis for battalion chief command vehicles; 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.

Presentation will be live upon Consultant's request.

BACKGROUND

The Oxnard Fire Department continues to improve and modernize its fleet in order to continue providing response for a full range of emergency and non-emergency services to the community. The Fire Department is initiating the purchase of a new tractor drawn aerial ladder fire truck ("ladder truck") and eight fire battalion chief command vehicles ("command vehicles"), together with the ladder truck ("Equipment").

The command vehicles are purchased in two parts – first, the City purchased eight Ford F-350 chassis for the command vehicles from the National Auto Fleet on November 4, 2021 for a total price of \$397,548 (Purchase Order 8388). The City Council ratified the Mayor's authorization to sign the purchase order on December 28, 2021. Those eight chassis were delivered to the City in summer 2022, and the City paid for them shortly after delivery. The second step in the command vehicle purchase is for the command vehicle chassis to be upfitted and equipped to make them into serviceable vehicles. The upfitting will be performed by National Auto Fleet Group. The City has received a quote in the amount of \$1,053,109 for the total cost of upfitting those eight chassis.

The City has received a quote to purchase the ladder truck from Pierce Manufacturing through South Coast Emergency Fire Equipment for \$1,776,924. Fiscal Year 2022-23 budget includes an appropriation and lease proceeds of \$2,000,000 in the Lease Purchase Equipment Fund to purchase the ladder truck. The cost to upfit and equip the ladder truck to be response ready is just under \$200,000. This upfitting cost will be incurred once the truck has been built and delivered to the City – which is estimated to be three to three and a half years.

The items related to the approvals to purchase the upfitting of the command vehicles and to purchase the ladder truck are going before the Council on December 20, 2022, the same date as this item.

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 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 (also referred to as a Schedule of Property).

Since the City intends to enter into a tax-exempt equipment lease financing to reimburse the City for the purchase and upfitting of the eight command vehicles and purchase of the ladder truck, Internal Revenue Service (IRS) regulations require that the City Council adopt a reimbursement resolution within sixty days of the actual expenditure of funds in order to use tax exempt debt proceeds to reimburse the City. The City paid for the eight command vehicle chassis in late August 2022 and the City Council adopted a resolution on October 4, 2022, declaring the intent to reimburse the City using proceeds from tax-exempt debt. This resolution did not obligate the City to enter into a financing but provided the City with the option to use tax-exempt debt to reimburse the City for equipment expenditures that were made more than sixty days prior to the close of a financing.

DISCUSSION

In order to reduce the upfront purchase price of the ladder truck, City staff are utilizing a couple of strategies. First, the City is accelerating the process of purchasing the ladder truck to complete the purchase prior to the manufacturer (Pierce) implementing a 3% cost increase after February 1, 2023. This action is expected to save the City approximately \$57,000 by avoiding the cost increase.

Second, the City plans to pre-pay for the ladder truck in order to secure a \$115,000 full prepayment discount. Combined, these two strategies are estimated to reduce the City’s total purchase cost by \$172,000.

It is the staff’s intention to enter into equipment financing to reimburse the City for the upfront cost of the equipment. 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 referred to as an Equipment Schedule. The current draw for the command vehicles and the ladder truck is Equipment Schedule No. 27.

Staff anticipates that funds will be drawn from Equipment Schedule No. 27 after the closing in mid-January 2023. Consistent with the City’s other equipment leases, staff will submit reimbursement requests to withdraw funds from the escrow for the Equipment Schedule No. 27 to reimburse the City for the cost of the equipment.

Banc of America has provided a locked, 10-year fixed interest rate of 3.814%. This rate was locked in September 2022. Locking the interest rate removes the risk that interest rates go up between now and mid-January 2023 when the financing is expected to close.

The documents related to this financing are the authorizing resolution, the original Master Equipment Lease/Purchase Agreement, Equipment Schedule No. 27, and the Escrow Agreement. Those documents are summarized below:

Authorizing Resolution – The resolution provides authority to City staff to enter into Equipment Schedule No. 27, provided the final par of the equipment lease is within the identified not-to-exceed amount in the resolution.

Master Equipment Lease/Purchase Agreement – this agreement 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.

Schedule of Property No. 27 – This document identifies the specific terms for the financing of the equipment and also identifies the specific amortization schedule, interest rate, and prepayment provisions for this equipment lease.

Escrow 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.

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

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 useful life of the equipment rather than fronting the cost. Based on the locked, fixed 10-year interest rate of 3.814% for the financing, there will be \$207,000 combined principal and interest payments every 6 months from the first payment on June 1, 2023, through the final maturity of June 1, 2032. The total cost on a fiscal year basis will be \$414,000 per year for fiscal years 2023-24 through 2031-32.

The FY 2022-23 Adopted Budget includes an estimated first lease payment of \$200,000 for the ladder truck and \$100,000 for the command vehicles (combined \$300,000). The actual first lease payment on June 1, 2023, is expected to be approximately \$207,000.

Additional annual payments for the equipment under the lease purchase will be included in future budget requests. Additional details regarding the financial impact of Equipment Schedule No. 27 are included in the Good Faith Estimates provided below. While staff and NHA Advisors expect the principal amount to be \$3,285,000. The NTE amount requested is \$3,450,000 in case of any unforeseen costs related to closing the equipment financing.

Good Faith Estimates

The good faith estimates set forth herein are provided with respect to Equipment Schedule No. 27 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 December 1, 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. 27 is \$3,285,000, (the "Estimated Principal Amount").

Equipment Schedule No. 27 - Closing Expected January 2023		
Description	Amount	Note
Purchase of 8 Chassis	\$397,548	Final amount paid
Upfitting of 8 chassis	\$1,053,108	Quote (11/2/2022)
Purchase of ladder truck	\$1,776,924	Quote (11/30/2022)
Estimated Issuance Costs	\$54,821	Confirmed
Contingency	\$2,599	
Total Estimated Principal	\$3,285,000	

True Interest Cost of Equipment Schedule No. 27. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 27, 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. 27 is 3.814%.

Finance Charge of Equipment Schedule No. 27. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 27, 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. 27, which means the sum of all fees and charges paid to third parties (or costs associated with Equipment Schedule No. 27), is \$57,420.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 27, 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. 27 is \$3,227,580.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 27, 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. 27 is \$3,927,180, which excludes any reserves or capitalized interest paid or funded with proceeds of Equipment Schedule No. 27 (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only as of December 1, 2022, and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of Equipment Schedule No. 27, 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. 27 being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Equipment Schedule No. 27 being different from the Estimated Principal Amount, (c) the actual amortization of Equipment Schedule No. 27 being different than the amortization assumed for purposes of such estimates, (d) the actual interest rates at the time of funding of Equipment Schedule No. 27 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. 27 and the actual principal amount of Equipment Schedule No. 27 will be determined by the City based on the timing of the need for proceeds of the Equipment Schedule No. 27 and other factors. The actual interest rates borne by Equipment Schedule No. 27 will depend on interest rates at the time of closing thereof. The actual amortization of Equipment Schedule No. 27 will also depend, in part, on 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 and Governance Committee approved 3-0 on November 22, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Betsy George, Chief Financial Officer

ATTACHMENTS

1. Oxnard Resolution - Eqpt Schedule No 27
2. Oxnard Master Lease Agreement (A7677)
3. Schedule of Property - Eqpt Schedule No. 27
4. Escrow Agreement - Eqpt Schedule No. 27
5. Presentation for CC - Eqpt Schedule No 27

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 \$3,450,000 and consists of a ladder fire truck and the purchase and subsequent upfitting of chassis for battalion chief command vehicles, 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 ladder fire truck in the amount of \$1,776,924 (the “*South Coast Quote*”);

WHEREAS, the City has previously paid \$397,548 for the purchase of eight (8) battalion chief command vehicles chassis through National Auto Fleet Group;

WHEREAS, the City has received a quote from National Auto Fleet Group for the upfitting of eight (8) battalion chief command vehicles chassis in the amount of \$1,053,109 (the “*National Auto Quote*”);

WHEREAS, the City Council has previously approved a resolution on October 4, 2022, detailing the City’s intention to use proceeds of tax-exempt indebtedness to reimburse the City for certain capital expenditures in connection with the Equipment prior to the issuance of one or more series of tax-exempt obligations;

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 with South Coast Emergency Fire Equipment in the amount identified in the South Coast Quote for the prepayment and purchase of the ladder fire truck. In addition, the Mayor, City Manager, or Chief Financial Officer are hereby authorized to execute a purchase order with National Auto Fleet Group in the amount identified in the National Auto Quote for the upfitting of eight (8) battalion chief command vehicles chassis.

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 20th day of December, 2022.

City of Oxnard, CA
as lessee

[SEAL]

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

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 December 20, 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

LESSEE:

City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rena Bassett
Fax No.: _____

By: Bridgett Arnold
Name: Bridgett Arnold
Title: Authorized Agent

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

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rena Bassett

By: _____
Name: _____
Title: _____

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

EXHIBIT ONLY-DO NOT EXECUTE

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	-	_____

SCHEDULE OF PROPERTY NO. 27

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 January 19, 2023, 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 January 19, 2023 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.

(8) Eight Battalion Chief Vehicles, Battalion Chief Vehicle chassis and upfitting and (1) One 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 _____; (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 \$3,285,000.00, of which \$3,285,000.00 is for deposit to the Acquisition Fund. It is expected that by eighteen (18) months from the date of this Schedule of Property No. 27, 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. 27.

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 \$28,875,000.00.

11. *Contract Rate.* The Contract Rate for this Schedule is 3.8140%

12. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- | | | |
|-----|--------------------------|--|
| (a) | <u>Registered Owner:</u> | City of Oxnard, California |
| (b) | <u>Lienholder:</u> | Banc of America Public Capital Corp
Bank of America Plaza
600 Peachtree Street, NE, 11 th 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: January 19, 2023

LESSOR:

Banc of America Public Capital Corp
555 California Street, 6th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rovee Oera

By: _____

Name: _____

Title: _____

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 <u>Date</u>	Rental Payment <u>Amount</u>	Interest <u>Portion</u>	Principal <u>Portion</u>	Outstanding <u>Balance</u>	Purchase Price
1/19/2023				3,285,000.00	
6/1/2023	206,693.95	45,939.63	160,754.32	3,124,245.68	N/A
12/1/2023	206,693.80	59,579.36	147,114.44	2,977,131.24	N/A
6/1/2024	206,693.80	56,773.89	149,919.91	2,827,211.33	N/A
12/1/2024	206,693.31	53,914.92	152,778.39	2,674,432.94	N/A
6/1/2025	206,693.24	51,001.44	155,691.80	2,518,741.14	N/A
12/1/2025	206,693.51	48,032.39	158,661.12	2,360,080.02	N/A
6/1/2026	206,694.03	45,006.73	161,687.30	2,198,392.72	N/A
12/1/2026	206,693.68	41,923.35	164,770.33	2,033,622.39	N/A
6/1/2027	206,693.33	38,781.18	167,912.15	1,865,710.24	N/A
12/1/2027	206,693.79	35,579.09	171,114.70	1,694,595.54	N/A
6/1/2028	206,693.89	32,315.94	174,377.95	1,520,217.59	1,520,217.59
12/1/2028	206,693.44	28,990.55	177,702.89	1,342,514.70	1,342,514.70
6/1/2029	206,693.19	25,601.75	181,091.44	1,161,423.26	1,161,423.26
12/1/2029	206,693.85	22,148.34	184,545.51	976,877.75	976,877.75
6/1/2030	206,693.22	18,629.06	188,064.16	788,813.59	788,813.59
12/1/2030	206,693.91	15,042.67	191,651.24	597,162.35	597,162.35
6/1/2031	206,693.66	11,387.89	195,305.77	401,856.58	401,856.58
12/1/2031	206,694.07	7,663.40	199,030.67	202,825.91	202,825.91
6/1/2032	206,693.80	3,867.89	202,825.91	-	-
TOTALS	3,927,179.47	642,179.47	3,285,000.00		

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 4.8679%.

LESSEE:
City of Oxnard, California

By: _____

Name: _____

Title: _____

Escrow Agreement

This Escrow Agreement (this “Agreement”) dated as of January 19, 2023, by 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 \$3,285,000.00 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 27” (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 \$3,285,000.00 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

City of Oxnard, California
as Lessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

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

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Part III

Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

☐ Option 1. Confirmation by telephone call-back. 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.

☐ Option 2. Confirmation by e-mail. 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.

☐ *Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation. 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.

☐ *Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation. 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

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Part III

Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

☐ Option 1. Confirmation by telephone call-back. 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.

☐ Option 2. Confirmation by e-mail. 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.

☐ *Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation. 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.

☐ *Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation. 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.

EXHIBIT C

FEEES OF ESCROW AGENT

Corporate Trust Services Schedule of fees to provide escrow agent services

City of Oxnard

Equipment Lease Schedule No. 27 (Ladder Truck and Command Vehicles)

PRESENTATION TO CITY COUNCIL

DECEMBER 20, 2022

Recommendation

- ▶ That the City Council adopt a resolution:

Authorizing the execution and delivery of Schedules of Property to the Master Equipment Lease/Purchase Agreement not to exceed \$3,450,000 for a ladder fire truck and the purchase and subsequent upfitting of chassis for battalion chief command vehicles; 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.

Background and Vehicle Needs

- ▶ Oxnard Fire Department needs eight (8) new fire battalion chief command vehicles and a new aerial ladder fire truck
 - ▶ Eight Ford F-350 chassis for the command vehicles were ordered from National Auto Fleet in late 2021, were delivered and City paid \$397,548 in summer 2022
 - ▶ Eight chassis will be upfitted and equipped by 911 Vehicles through National Auto Fleet Group for \$1,053,108
 - ▶ Ladder truck to be purchased from South Coast Emergency Fire Equipment for approximately \$1,776,924
- ▶ Total cost of equipment expected to be about \$3.23 million
- ▶ City staff utilizing strategies to minimize purchase price of ladder truck
 - ▶ Purchasing ladder truck prior to 3% manufacturer cost increase (saves approximately \$57,000) and prepaying for ladder truck (saves approximately \$115,000)
 - ▶ Total \$172,000 reduction in purchase price through these two strategies



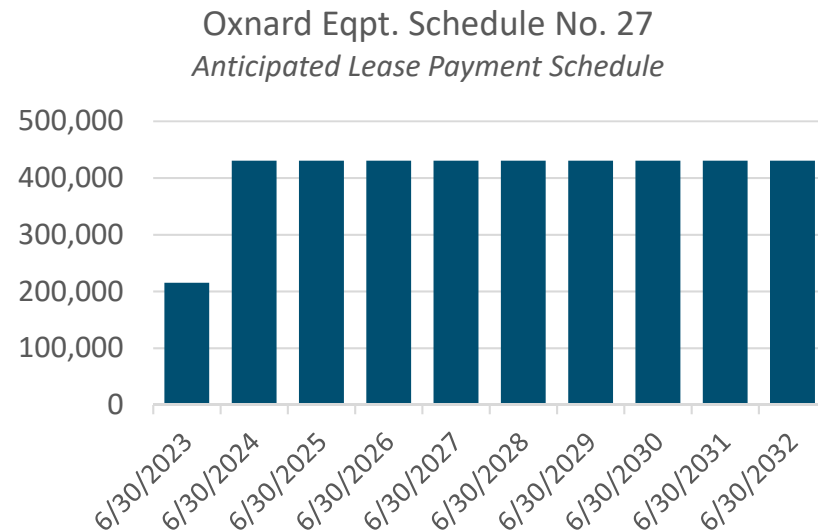
Example of a fire battalion chief command vehicle



Example of one of the City's previous ladder trucks

Financing Overview

- ▶ City plans to utilize the existing line of credit with Bank of America (BoFA) to reimburse City for the purchase price of the chassis and finance the upfitting costs
 - ▶ Current agreement has been in place since 2014 and has been used several times to finance equipment
 - ▶ Current draw is Schedule No. 27; will have a 10-year term (final payment 6/1/2032)
 - ▶ Amount borrowed expected to be \$3.42 million
- ▶ Locked, fixed 10-year interest rate of 3.814%
 - ▶ Semi-Annual debt service payments of \$207K (annual payments of \$414K)
 - ▶ First payment of \$207K due June 1, 2023
 - ▶ \$300K total budgeted amount for FY 2022-23



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. 27

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

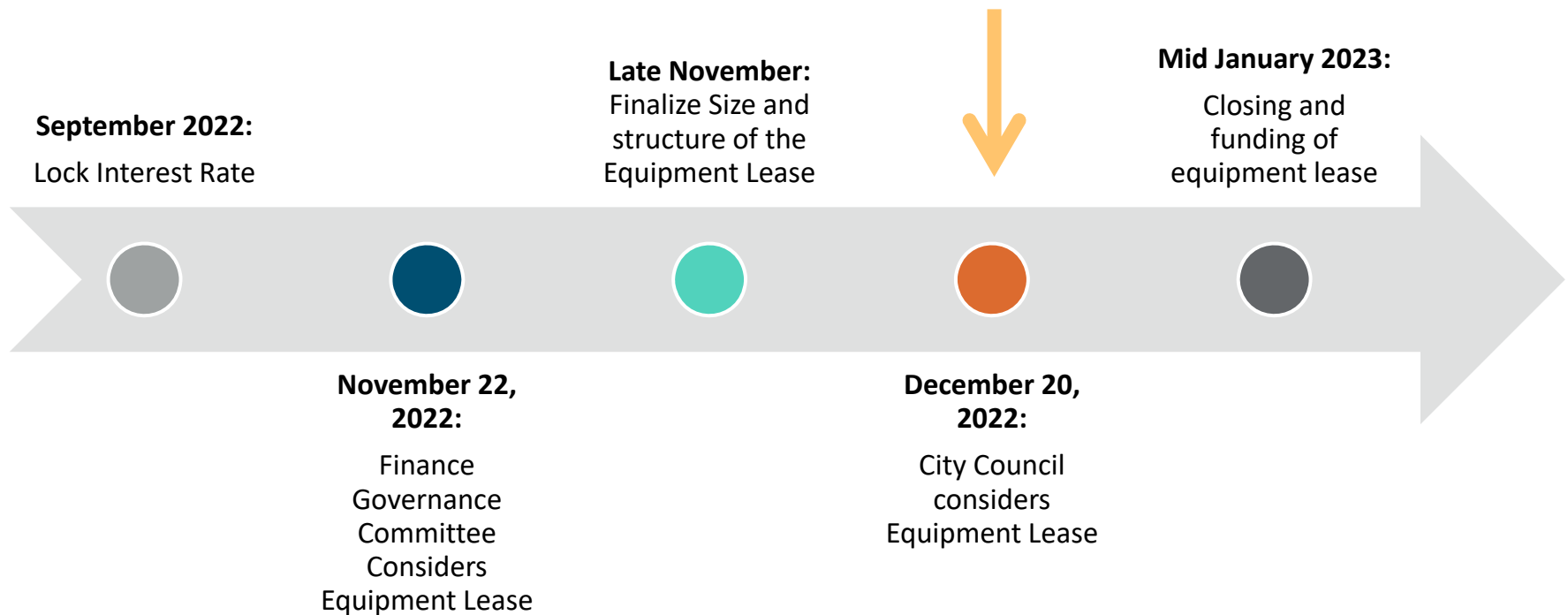
Equipment Schedule No. 27

- Identifies terms related to specific equipment financing
- Includes the amortization/repayment schedule and prepayment terms

Escrow Agreement

- Agreement between the City, Bank of America, and Escrow Agent (Computershare Trust Company) governing the process by which funds are withdrawn from the escrow to pay for the equipment

Anticipated Timing for Equipment Lease



Questions?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.7

DATE: December 20, 2022

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Purchase Order for a Ladder Truck. (10 minutes)

RECOMMENDATION

That the City Council authorize approval of a purchase order for a tractor drawn aerial ladder truck (ladder truck) from South Coast Emergency Fire Equipment in the amount of \$1,776,923.96.

(Finance and Governance Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DzWeE0SHJns>

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 & 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 the calendar year 2022 OFD responded to 19,227 calls for service. The OFD fleet contains two (2) frontline and one (1) reserve ladder truck.

On June 21, 2022, City Council approved the FY22/23 Operating and Capital Improvement Budget that included \$2.0 million Lease Purchase allocation for the purchase of one (1) ladder truck. The ladder truck will replace Truck 81 (T81) as frontline apparatus, allowing the older ladder truck to be moved to reserve status. The average mileage for the ladder truck to be replaced is 60,000 miles. However, with a three (3) year anticipated build time, there may be an additional 20,000 or more miles traveled by the time of replacement. Placing the ladder truck into reserve status will allow the retirement of one reserve status ladder truck that will have exceeded the National Fire Protection Association 1901 Standard for Automotive Fire Apparatus suggestions that a tractor drawn aerial ladder fire truck service life not exceed 25 years; by the time the ladder truck is removed from service it will be 28 years of age with an excess of 131,000 miles.

City staff expect to utilize the existing Master Equipment Lease Purchase Agreement ("Master Lease") with Banc of America to reimburse the City for the cost of the ladder truck. The request to authorize financing under the Master Lease will be presented to City Council on December 20, 2022.

DISCUSSION

Authorizing the Purchase of Tractor Drawn Aerial Ladder Truck

The OFD fleet contains two (2) frontline and one (1) reserve ladder truck. The frontline ladder trucks are assigned to Fire Station 1 and Fire Station 8 and are dispatched to emergencies based on the closest resource. The reserve ladder truck is placed in service when a frontline ladder truck 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 of Oxnard does not currently have a vehicle replacement plan for fire trucks. However, industry practice calls for the replacement of a ladder truck at 12 years. Both Ventura County and Ventura City replace apparatus after 12 years. Currently both of Oxnard's frontline ladder trucks are nine (9) years old with average mileage of 60,000 miles. The single Oxnard reserve ladder truck is twenty-two (22) years old with 144,941 miles with no replacement on order.

Ladder trucks are customized vehicles that may take up to three (3) years to assemble. The current estimated delivery time for this order would be 34 months. The ladder truck identified to be moved to reserve status is Truck 81. This ladder truck responded to an average of 1,948 calls in 2021 and 1,500 calls in 2022 thus far. It can be assumed by the time the new vehicle is assembled, the frontline ladder truck will log an additional 20,000 miles. Once Truck 81 is moved to reserve status, Truck 180 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 Truck 180 can be submitted for sale at auction.

The following table identifies the two (2) frontline and single reserve ladder trucks that are currently in service. The chart reflects the recommended status updates based on the delivery of a new ladder truck to be ordered in December of 2022, these proposed actions are subject to review of maintenance costs and service status by Fleet Services and the Fire Department at time of delivery.

Frontline Tractor Drawn Aerial Ladder Trucks

Number	Replacement Status	Model Year	Age (Years)	Manufacturer	Current Mileage
T81	Move to reserve status after delivery of new ladder truck (Fall 2025)	2014	9	Pierce	59,000
T68	Order Replacement in 2027	2014	9	Pierce	60,649

Reserve Truck

Number	Replacement Status	Model Year	Age (Years)	Manufacturer	Current Mileage
T180	Remove from fleet upon delivery of new ladder truck (Fall 2025)	2000	22	Pierce	144,941

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 ladder truck, South Coast Fire Equipment will represent Pierce Fire Engines utilizing Houston-Galveston Area Council (H-GAC) cooperative pricing; contract FS12-19, effective date of 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 ladder truck build 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 all cancer prevention measures in the designs of future apparatus, stations, and PPE. Fire apparatus manufacturers have increased pricing over the past two years and Pierce is no exception. Pierce increased its pricing by 14% in 2022 and has scheduled an additional increase of 3% on February 1, 2023. The increases are industry standard with competitors of Pierce increasing their prices up to 15% in 2022.

The purchase of the Pierce ladder truck assists in maintaining a fleet of fire apparatus that are at the forefront of fire service industry standards. The purchase of this Pierce ladder truck will also continue to allow consistency to OFD personnel who operate from the current ladder trucks 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 citizens and business owners within the City of Oxnard.

South Coast Fire Equipment has provided a quote of \$1,776,923.96 for the ladder truck including tax, bond, and fees. The quoted price includes a discount of \$105,310 if the City provides 100% cash prepayment at the time of signing the agreement. As stated above, purchasing the ladder truck after February 1, 2023 would increase the cost by 3%, an additional \$51,783.

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 the ladder truck is approximately \$1,776,923.96. The Fiscal Year 2022-23 budget includes an appropriation and lease proceeds of \$2,000,000 in the Lease Purchase Equipment Fund (3012501)/Project C2303. Annual payments for the ladder truck are estimated to be approximately \$200,000. The FY2022-23 Adopted Budget includes an estimated annual first lease payment of \$200,000; subsequent annual lease payments will be included in future years’ proposed budgets.

The cost to upfit and equip a ladder truck to be response ready is approximately \$273,000. Upfitting will take place once the ladder truck has been built, which is estimated to be two and half years, 34 months, from the placement of the order. The Fire Department will request funds for upfitting to be allocated in the appropriate fiscal year Operating Budget, tentatively FY 25-26.

COMMITTEE OUTCOME

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

Prepared by: Aaron Baker, Battalion Chief

ATTACHMENTS

1. Quote from South Coast Emergency Fire Equipment
2. Presentation



Oxnard Fire Department

100% Pre-Payment Option

November 30, 2022

If a 100% pre-payment were made at contract signing, the following discount would be applied to the final invoice:

	Each	Extension
One (1) Pierce 100' Tractor Drawn Aerial on an Arrow XT Chassis		
	\$ 1,726,111.00	\$ 1,726,111.00
100% Prepayment Discount	\$ (105,310.00)	\$ (105,310.00)
APPARATUS COST	\$ 1,620,801.00	\$ 1,620,801.00
Sales Tax @ 9.250%	\$ 149,924.09	\$ 149,924.09
Performance Bond	\$ 4,184.87	\$ 4,184.87
Consortium Fee HGAC Fee	\$ 2,000.00	\$ 2,000.00
California Tire Fee	\$ 14.00	\$ 14.00
TOTAL PREPAY PURCHASE PRICE	\$ 1,776,923.96	\$ 1,776,923.96
Less 100% pre-payment at Contract Signing	\$ 1,776,923.96	\$ 1,776,923.96
BALANCE DUE AT DELIVERY	\$0.00	\$0.00

100% PRE-PAYMENT DISCOUNT SHOWN ABOVE IS AVAILABLE IN TWO WAYS:

- If your department makes a 100% cash pre-payment at contract signing.
- 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.

- * 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

November 30, 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
One (1) Pierce 100' Tractor Drawn Aerial on an Arrow XT Chassis	\$ 1,726,111.00	\$ 1,726,111.00
Sales Tax @ 9.250%	\$ 159,665.27	\$ 159,665.27
APPARATUS COST WITH TAX	\$ 1,885,776.27	\$ 1,885,776.27
Performance Bond	\$ 4,184.87	\$ 4,184.87
California Tire Fee	\$ 14.00	\$ 14.00
Consortium Fee HGAC Fee	\$ 2,000.00	\$ 2,000.00
TOTAL PURCHASE PRICE	\$ 1,891,975.14	\$ 1,891,975.14

PLEASE NOTE THE FOLLOWING ABOUT THIS QUOTATION:

Payment options are available and are included under separate cover. One of these options may save your department a significant amount of money!

Said apparatus and equipment are to be built by the manufacturer 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 **39-41** calendar months of 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.

A handwritten signature in black ink that reads "Bryden M Newell".

Bryden Newell
Sales Representative

PURCHASE OF TRACTOR DRAWN AERIAL LADDER TRUCK

Alexander Hamilton, Fire Chief

RECOMMENDATION

That the City Council authorize approval of a purchase order for a tractor drawn aerial ladder truck (ladder truck) from South Coast Emergency Fire Equipment in the amount of \$1,776,923.96.

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



FY2022/2023 BUDGET APPROVED PURCHASE OF A TRACTOR DRAWN AERIAL LADDER TRUCK.



- OFD Fleet Contains Three Ladder Trucks.
- Two Frontline Ladder Trucks - 2014 Pierces.
(9 Years Old)
- Reserve Ladder Truck - 2000 American La France.
(22 Years Old.)
- Industry Practice - Ladder Trucks Serve as Frontline for 12 Years Before Moving to Reserve Status.
- Fire Apparatus Is Retired from Service at 25 Years.
- 34 Month Build Time Would Push OFD Ladder Trucks Into Next Service Status Upon Delivery of New Ladder Truck.

PROCUREMENT PROCESS

- OFD Capital Apparatus Committee and Fleet Services worked with South Coast to compose a build specification with a a Clean Cab Design for Firefighter Health & Safety.
- H-GAC Agreement utilized to comply with competitive pricing requirements.
 - Contract FS12-19
 - Valid through May 31, 2024.
- Purchase of Ladder Truck in December of 2022 will avoid 3% price increase in February 2023.

FISCAL YEAR 2022/2023 BUDGETED PROJECT

- \$2,000,000 has been allocated for the acquisition and up-fitting of a Ladder Truck utilizing lease purchase
- The cost for the Ladder Truck is estimated to be \$1,776,923.96
- Savings of \$105,310 for prepayment
- Fire Department will request estimated \$273,000 for upfitting and equipment in the fiscal year of delivery (FY 25/26 operating budget)



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.8

DATE: December 20, 2022

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Purchase Order for Upfitting 8 Command Vehicles. (10 minutes)

RECOMMENDATION

That the City Council:

1) Approve and authorize the execution of a purchase order with National Auto Fleet in the amount of \$1,053,108.82 for the upfitting of eight (8) Battalion Chief Command vehicles by 911 Vehicles; and

2) Authorize a budget appropriation recognizing revenue from the proposed equipment financing and appropriating \$490,656.58 to the Lease Purchase Equipment Fund (313) and the corresponding Capital Outlay Fund (301, Project C2203 - Command Vehicles-8).

(Finance and Governance Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/qYigrq9VF10>

BACKGROUND

On June 29, 2021, City Council adopted FY 2021/2022 City of Oxnard Budget, which included funding in the amount of \$960,000.00 to be utilized for the purchase and up-fitting of eight (8) Battalion Chief Emergency Response/Command Vehicles. The eight (8) Battalion Chief Command Vehicles will be utilized in the following manner:

1. Replacement of the two (2) current front line Battalion Chief Command Vehicles, which will then be reassigned to the two Fire Department Assistant Chief positions.
2. Replacement of the Fire Marshal's Vehicle, which has become cost prohibitive to repair and cannot efficiently operate as an Emergency Response/Command Vehicle.
3. Replacement of the Fire Department Training Chief Vehicle, which is ten years old and will move into a reserve status.
4. Replacement of one (1) Battalion Chief Emergency Response/Command Vehicle, which was taken out of service by an emergency response related traffic collision.
5. Three (3) Battalion Chief Vehicles will be utilized as vehicles for the three new Battalion Chief positions funded July 1, 2022.

Upon receiving notification of funding in July of 2021, the Fire Department partnered with Fleet Services to create a specification for the command vehicles. National Auto Fleet was awarded the agreement for supplying the chassis using Sourcewell Cooperative Agreement 120716-NAF. The Mayor executed Purchase Order 8388 on November 4, 2021. The City Council ratified the Mayor's authorization to sign the Purchase Order on December 28, 2021.

The Fire Department Capital Equipment and Apparatus Committee researched the design of the Battalion Chief vehicles with a focus on cancer prevention, driver safety, and emergency incident response capabilities. It was determined that Stonewell Bodies best met the needs of the Department by accomplishing the three aforementioned qualities with a custom aluminum body. The Purchase Order was scheduled to be signed by the Mayor at the July 28, 2022 City Council Meeting. However, the item was bumped to September, during which time the quote expired and Stonewell Bodies, due to inflation and an escalating cost for materials, could not afford to honor the original quote. The price was increased and a decision was made to have the vehicles returned from Stonewell Bodies in New York to pursue an alternative vendor for the upfitting.

The Fire Department Capital Equipment and Apparatus Committee performed additional research and determined that 911 Vehicles will be able to meet the aforementioned build qualities of cancer prevention, driver safety and incident response capabilities. The design by 911 Vehicles utilizes a fiberglass shell and a custom slide out command package to remove firefighting equipment from the driver and passenger area of the command vehicle while providing for increased storage and accessibility to vital communications and fire fighting equipment utilized by the Oxnard Fire Department Command Staff. These qualities are paramount for the Command Staff when operating as an incident commander within the City of Oxnard and also the greater Ventura County operational area.

DISCUSSION

The upfitting of the eight (8) Ford F-350 chassis will be completed by 911 Vehicles utilizing a cooperative agreement from Sourcewell, through National Auto Fleet Group (Contract # 091521-NAF with Expiration of 11/08/2025). The Sourcewell agreement meets all requirements set forth in the City of Oxnard's Purchasing Policy and all requirements set forth by the State of California in regards to regional cooperative agreements. The use of cooperative agreements ensures the City still receives the lowest available pricing and meets the competitive bid process requirements.

The upfit costs include the purchase of a fiberglass truck bed cover, fabrication and installation of equipment storage shelving within the shell of the truck, procurement and installation of fire fighting equipment mounts, fabrication and installation of the communications center console in the driver area, fabrication and installation of a command center workstation at the rear of the truck body with work lighting and electrical power, installation of radios, radio antennas and radio chargers, installation of the mobile data computers, installation of an EMTRAC emergency traffic preemption device, procurement and installation of emergency lighting and siren package.

The design, specification and quote for the Battalion Chief vehicles began in 2019. Quotes for the project were obtained in advance of the FY20/21 budget request period, at which time the committee estimated \$60,000 per vehicle upfit; this estimate could not project the unprecedented inflation rates and increased cost of materials experienced worldwide over the past two and half years. The delivery of the chassis was impacted by chain supply issues with delivery (taking 10 months versus the previously normal 3 months). The delays due to the supply chain, the loss of the original intended upfitting vendor and the inclusion of equipment not covered by the June Stonewell Bodies quote, the upfit price is now \$131,638.60 per vehicle. The substantial increase in cost will exceed the funded budget by \$490,657.

City staff expect to utilize the outstanding Master Equipment Lease Purchase Agreement ("Master Lease") with Banc of America to reimburse the City for the cost of the vehicles and the upfitting costs. The request to authorize financing under the Master Lease will be presented in a separate item at the December 20, 2022 City Council meeting.

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 Fiscal Year 2021-22 Adopted Budget allocated \$960,000 for the purchase and upfitting of the vehicles in project #C2203 (Fire Command Vehicles-8). To date, \$397,547.76 of the project budget has been allocated to National Auto for the procurement of eight (8) F-350 chassis, leaving a balance of \$562,452.24 for the upfitting. The cost of upfitting eight (8) Battalion Chief vehicles will be \$1,053,108.82. Authorization of the budget appropriation will recognize revenue

from the equipment financing and appropriate an additional \$490,656.58 of lease proceeds to equal the total upfitting cost.

The FY2022-23 Adopted Budget includes an estimated annual lease payment of \$100,000 for the financing of the eight (8) Battalion Chief vehicles. The financial impact of utilizing the Master Equipment Lease Purchase Agreement for the \$1,450,656.58 total cost of 8 Battalion Chief vehicles (purchase of chassis and uplifting) is estimated to be an annual lease payment of \$150,000. The Fire Department will seek appropriation in FY 22-23 of Wildland mutual aid response revenues to pay for the unfunded balance of \$50,000 for first year's lease payment. The full \$150,000 estimated annual lease payment will be included in future years' proposed budget.

COMMITTEE OUTCOME

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

Prepared by: Aaron Baker, Battalion Chief

ATTACHMENTS

1. Quote National Auto Fleet
2. Sourcewell Agreement 091521
3. Presentation



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

11/2/2022

Quote ID: **22027**

Mr Aaron Baker
City of Oxnard Fire Dept
3609 W 2nd Street
Oxnard, California, 93030
Dear Mr Aaron Baker,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit and Accessories for your consideration.
Eight (8) New/Unused (Command Truck Conversion 911 Upfit) and delivered to your department yard, each for

One Unit		Extended Unit's (8)
Subtotal	\$120,493.00	\$963,944.00
Tax (9.2500 %)	\$11,145.60	\$89,164.80
Total	\$131,638.60	\$1,053,108.80

- per the attached specifications.

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF**. Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
National Fleet Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

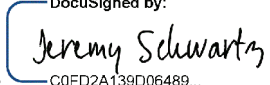
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

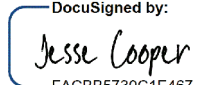
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:

By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10

Submitted On: Tuesday September 14, 2021 14:10:21

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76

Submitter's IP Address: 76.81.241.2

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Brilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com . Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*
----	---	--	---

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to 6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufacturers". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
74	Vans	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☒	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☒	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☒	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☒	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☒	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☒	1

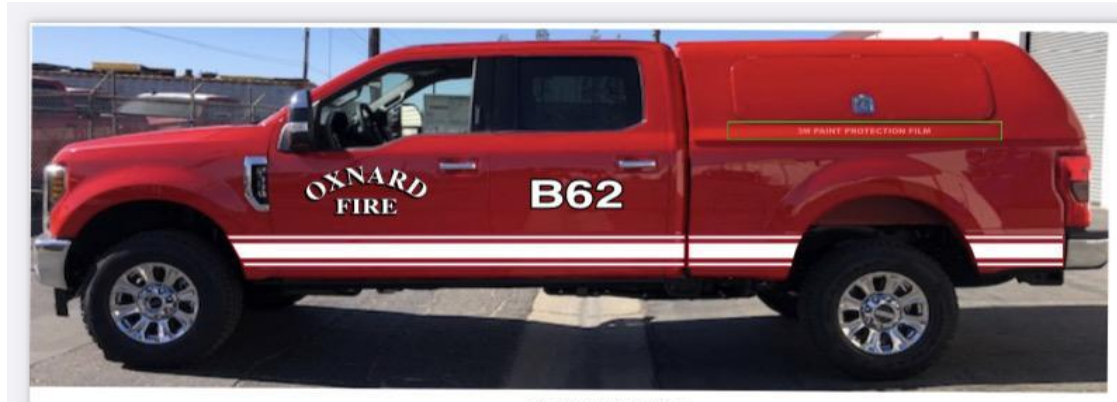
UPFITTING OF EIGHT BATTALION CHIEF COMMAND VEHICLES

Alexander Hamilton, Fire Chief

RECOMMENDATION

That the City Council:

- 1) Approve and authorize the execution of a purchase order with National Auto Fleet in the amount of \$1,053,108.82 for the upfitting of eight (8) Battalion Chief Command vehicles by 911 Vehicles; and
- 2) Authorize a budget appropriation recognizing revenue and appropriating \$490,656.58 to the Lease Purchase Equipment Fund (313) and the corresponding Capital Outlay Fund (301, Project C2203 - Command Vehicles-8)



FY2021/2022 BUDGET APPROVED PURCHASE OF:

1. Replace two frontline BC Vehicles and reassign to Assistant Chiefs
2. Replace Fire Marshal Vehicle
3. Replace 10 year old Training Chief Vehicle
4. Replace one BC Response vehicle that was involved in a crash and removed from service
5. Enhance fleet by three BC vehicles

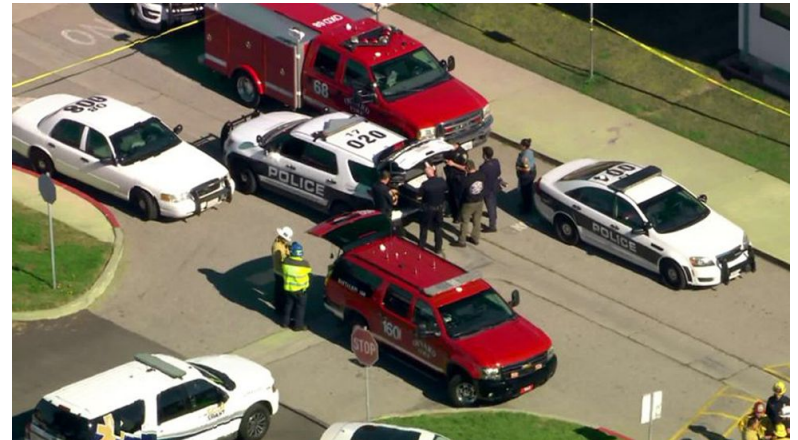


- PO for Original vendor (Stonewell Bodies) was set for approval on July 28, 2022.
- Agenda Item was bumped to September allowing quote to expire.
- New quote reflected dramatic increases due to inflation and escalating raw materials pricing.
- Decision to not proceed with Stonewell Bodies as project vendor.
- 911 Vehicles chosen as new vendor for Command Vehicle Upfitting with Sourcewell cooperative pricing through National Auto Fleet Group.



DISCUSSION

- Eight Ford F-350 chassis to be upfitted 911 Vehicles through National Auto Fleet Group
- Sourcewell Cooperative Agreement
 - Contract 091521-NAF
 - Valid through November 08, 2025
- Cost of chassis upfitting is \$1,053,108
- Inflation, increased materials cost and inclusion of vital communications equipment has increased build price



Additional Budget Required for Completion of Vehicles

FY 21/22 budget allocation for procurement of 8 Battalion Chief Vehicles with upfitting was \$960,000

\$397,547	Cost for 8 F-350 vehicles
-----------	---------------------------

<u>\$1,053,108</u>	<u>Cost to upfit 8 vehicles</u>
--------------------	---------------------------------

\$1,450,655	Total cost
-------------	------------

\$490,656 additional lease proceeds budget appropriation required

Master Equipment Lease Purchase Agreement

- FY 22/23 allocated \$100,000 for estimated cost of lease purchase
- Increased costs will require \$150,000 annually for lease purchase
- Fire Department will seek appropriation of \$50,000 of Wildland Mutual Aid revenue to cover gap in FY 22/23 Budget
- Full annual payment of \$150,000 will be included in future years' proposed budget



QUESTIONS?