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

CITY OF OXNARD CALIFORNIA

**AMENDED AGENDA**

Report of City Manager - Item F.1 COVID-19 Added

Reports Item K.4 – Additional Attachments Added

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

January 17, 2023

**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: 857 0330 9850**
3. **Passcode: 480547**

**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. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.**

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

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

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

   a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.

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)**

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.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

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

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

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

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

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS
At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case. Legislative Body: City Council

D. OPENING CEREMONIES (5:00 PM)
Pledge of allegiance to the flag of the United States.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City

Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

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

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

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

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

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

1. City Manager Department

SUBJECT: Appointment of Members to Serve on the City's CAGs. (5 minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, make the following appointments:

1. To Senior Services Commission: Alice Sweetland (D2);
2. To Community Relations Commission: Cynthia Gonzalez (D2);
3. To Parks, Recreation and Community Services Commission: Chris Hernandez (D2);
4. To Commission on Homelessness: Rene Camper-Stewart (D2); and
5. To Planning Commission: Vincent Stewart (D2).

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/F1zFwSUqCas

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

H. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items

for discussion later during the meeting.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the December 20, 2022 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: Purchase Order #7991 Change Order with Velocity Truck Centers.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute a Purchase Order Change Order with Velocity Truck Centers for an additional $116,278.00 for a new not-to-exceed amount of $8,476,576.80 for the purchase of refuse trucks for the Environmental Resources Division.

(This item is not subject to the California Environmental Quality Act.)

(The original Purchase Order with Velocity Truck Centers was approved by Council on March 2, 2021.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement 32300160 with Venco Electric Inc. for Advanced Water Purification Facility Finished Water Pump Variable Frequency Drive Electrical Rehabilitation Project, Specification No. PW 23-04.

RECOMMENDATION: That the City Council approve and authorize the following for a total of $262,560.00 in Project funds for the Advanced Water Purification Facility Finished Water Pump Variable Frequency Drive Electrical Rehabilitation Project (No. 226504/C2023):

1. The execution of an Agreement with Venco Electric Inc. in the amount of $218,800.00 for the Project;
2. A Project contingency amount of $21,880.00 for the Project; and
3. A Project allocation amount of $21,880.00 for engineering, inspection, and project management for the Project.

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

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Construction Agreement 32300166 with Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing for South Oxnard Center Roof Replacement Project, Specification No. PW 23-32.
RECOMMENDATION: That the City Council approve and authorize the following for a total of $779,952 in Project funds for the South Oxnard Center Roof Replacement Project (Project No. 205502/C2010):

1. Execute Agreement 32300166 with Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing in the amount of $649,960 for the Project;
2. A Project contingency amount of $64,996 with Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing for a total not to exceed value of $714,956 for the Project; and
3. A Project allocation amount of $64,996 for engineering, inspection, survey and project management for the Project.

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

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

5. Public Works Department
SUBJECT: Agreement 32300156 with CCS Los Angeles Janitorial, Inc. for Custodial Services at Oxnard Transportation Center.
RECOMMENDATION: That the City Council approve and authorize an Agreement with CCS Los Angeles Janitorial, Inc. for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount over the entire possible contract term of $600,000 to provide custodial services for the Oxnard Transportation Center.

(This item is not considered a project under the California Environmental Quality Act).

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

6. City Manager Department
SUBJECT: Eighth Annual Recognized Obligation Payment Schedule 2023-24.
RECOMMENDATION: That the Community Development Commission Successor Agency adopt a Resolution approving the Eighth Annual Recognized Obligation Payment Schedule (ROPS) 23-24 covering the period of July 1, 2023 - June 30, 2024.
Legislative Body: Oxnard Community Development Commission Successor Agency
Contact: Ashley Golden, (805) 385-7478

7. Police Department
SUBJECT: Resolution Commending Regina Martin for Thirty-Two Years of Service to the City of

Oxnard.
RECOMMENDATION: That the City Council adopt a resolution commending Regina Martin for Thirty-Two Years of Service to the City of Oxnard.

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

8. Community Development Department
SUBJECT: Adoption of Ordinance No. 3022 - Regulating the Use and Distribution of Expanded Polystyrene Foodware and Products in the City of Oxnard.
RECOMMENDATION: That the City Council adopt Ordinance No. 3022 titled "Ordinance of the City of Oxnard, California adding Article XXV to Chapter 7 of the Oxnard City Code prohibiting the use, manufacturing, distribution, and sale of designated polystyrene products" and find that the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines.
Legislative Body: City Council
Contact: Ashley Golden, (805) 385-7478

9. Public Works Department
SUBJECT: Public Project Agreement 32300205 with Pacific Builders and Roofing, Inc. dba WSP Roofing for Sturgis Annex Roof Replacement Project, Specification No. PW 23-31.
RECOMMENDATION: That the City Council approve and authorize the following for a total of $1,277,685.36 in Project funds for the Sturgis Annex Roof Replacement Project, Specification No. PW 23-31 (Project No. MO2111 / C2039):

1. The execution of Agreement 32300205 with Pacific Builders and Roofing, Inc. dba WSP Roofing in the amount of $1,064,737.80 for the Project;
2. Authorize a Project contingency amount of $106,473.78 with Pacific Builders and Roofing, Inc. dba WSP Roofing for a total not to exceed value of $1,171,211.58 for the Project; and
3. A Project allocation amount of $106,473.78 for engineering, inspection, survey and project management for the Project; and
4. Authorize the Finance Director or designee to approve a budget appropriation for the use of this Project in the total amount of $278,686 from the available fund balance in the Measure O Sales Tax Fund (104).

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

10. Fire Department
SUBJECT: Professional Services Agreement No. 32300227 with On Duty Health, PLLC for Fire Department Annual Wellness Exams.
RECOMMENDATION: 1. That the City Council authorize approval of Agreement No. 32300227

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.

2. That the City Council find that the approval of the agreement is not subject to the California Environmental Quality Act pursuant to California Code of Regulations, Title 14, Chapter 3, section 15060(c)(2).

Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

K. REPORTS

1. Public Works Department
SUBJECT: Caltrans Required Local Roadway Safety Plan. (25 minutes)
RECOMMENDATION: That the City Council:

1. Receive a presentation and comment on the Local Roadway Safety Plan and

2. Adopt the Caltrans Required Local Roadway Safety Plan as final.

(This item is not considered a project under the California Environmental Quality Act.)

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

(Presentation will be live upon consultant's request.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

2. Human Resources Department
SUBJECT: Resolution Approving Increase to the Fire Department's Total Allocated Positions. (15 minutes)
RECOMMENDATION: That the City Council Approve and Adopt a Resolution to Amend Resolution No. 15,593 Authorizing Full-Time Equivalent Positions Pursuant to Chapter 4 of the City Personnel Rules and Regulations.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/fTVcvbq0DPw
Legislative Body: City Council
Contact: Steve Naveau, Alexander Hamilton, (805) 385-7947, (805) 385-7700

3. Housing Department
SUBJECT: Downtown Oxnard Improvement Association Annual Update. (10 minutes)
RECOMMENDATION: That the City Council receive and file the 2021-22 Fiscal Year Annual Update and presentation on the Downtown Oxnard Improvement Association.

(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/Hs00IKxBxT0
Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

4. Community Development Department
SUBJECT: Planning and Zoning Permit No. 22-600-02 (Pre-Application); Pre-Application Review of the Rio Del Valle Campus Expansion Master Plan, Located at 3100 North Rose Avenue (APN: 144-0-110-445; -220; -055; & -590). Project Name: Rio Del Valle Campus Expansion Master Plan. (45 minutes)
RECOMMENDATION: That the City Council review and provide preliminary comments on a pre-application for a master plan to expand the Rio Del Valle school campus, including the required annexation, general plan amendment, pre-zoning, greenbelt amendment, expanded school uses, and bus storage and maintenance facility.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/OehiE2-Fybs
Legislative Body: City Council
Contact: Ashley Golden, (805) 385-7478

5. City Manager Department
SUBJECT: Determination of Future Uses of Sports Park & College Park. (60 minutes)
RECOMMENDATION: 1. That the City Council, based on the Parks and Recreation Master Plan and outcomes of Sports Park Idea Day, designate the future use at Sports Park to be a baseball/softball complex and designate the future use at College Park to be a soccer complex.

2. That the City Council find that its action is not subject to the California Environmental Quality Act pursuant to California Code of Regulations, Title 14, Chapter 3, section 15060(c)(2).

(Community Services, Public Safety, Housing and Development Committee voted 2-1 to move this item forward for Council discussion without a recommendation.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/fk11lUjEqwQ
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

6. Finance Department
SUBJECT: Discuss General Fund Bonding/Debt Capacity and Long Range Planning Considerations. (20 minutes)
RECOMMENDATION: That the City Council receive and file a report from the Finance Department regarding General Fund bonding capacity and long-range planning considerations

(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/CbkjvsLVKA4
Legislative Body: City Council
Contact: Betsy George, (805) 200-5400

7. City Manager Department
SUBJECT: Revision of the Approved Conceptual Design for South Oxnard Aquatics Center and

Professional Services Agreement Amendment with the design architect, ELS Architecture + Urban Design. (40 minutes)
RECOMMENDATION: That the City Council:

1. Approve a revision to the approved conceptual design for the South Oxnard Aquatics Center (SOAC) Improvement Project (Project No. 225502) to include a 30-meter pool;
2. Approve an amendment to the professional services agreement with ELS Architecture + Urban Design in an amount of $75,000 for a total not to exceed amount of $3,975,057 and extend the contract terms to July 24, 2026; and
3. Find this project is currently undergoing California Environmental Quality Act Mitigated Negative Declaration (CEQA - MND) study pursuant to Title 14 of the California Code of Regulations Sections 15070 through 15075. The CEQA - MND will be completed and ready for final review and approval by the City Council at the time of construction award.

(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.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/9KYczziHsQg
Legislative Body: City Council
Contact: Ashley Golden, (805) 385-7478

L. ADJOURNMENT

**CITY COUNCIL AGENDA REPORT**

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

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Appointment of Members to Serve on the City's CAGs. (5 minutes)

**RECOMMENDATION**

That the Mayor, with the approval of the City Council, make the following appointments:

1. To Senior Services Commission: Alice Sweetland (D2);
2. To Community Relations Commission: Cynthia Gonzalez (D2);
3. To Parks, Recreation and Community Services Commission: Chris Hernandez (D2);
4. To Commission on Homelessness: Rene Camper-Stewart (D2); and
5. To Planning Commission: Vincent Stewart (D2).

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/F1zFwSUqCas

**BACKGROUND**

Oxnard City Code Section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before appointment.

**DISCUSSION**

The following are some of the City's CAGs:

1. Senior Services Commission (SSC)
Per their powers and duties,the SSC analyzes, defines and investigates issues and needs of the senior citizens in the City, develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations, and disseminates information and educational materials that will assist in enhancing the quality of life of the senior citizens and treatment of senior citizens. The SSC is composed of seven members, all of whom must reside in the City and have reached their 50th birthday. For this purpose, Councilmember Teran nominates Alice Sweetland to represent D2, who has passed the City's formal background check procedures.

2. Community Relations Commission (CRC)
The CRC's powers and duties relate to analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of a person on a basis other than individual merit. The CRC promotes mutual understanding and respect--including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices. The CRC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Teran nominates Cynthia Gonzalez to represent D2, who has passed the City's formal background check procedures.

3. Parks and Recreation and Community Services Commission (PRCSC)
The PRCSC is concerned with all matters pertaining to the parks, recreation and community services activities in the City. The PRCSC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Teran nominates Chris Hernandez to represent D2, who has passed the City's formal background check procedures.

4. Commission on Homelessness (COH)
The COH advises regarding all matters pertaining to homelessness in the City. The COH is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Teran nominates Rene Camper-Stewart to represent D2, who has passed the City's formal background check procedures.

5. Planning Commission
The Planning Commission is charged with various functions and duties throughout the Oxnard City Code and the California Government Code, including preparing, reviewing and revising the City's General Plan; implementing that General Plan through various specific plans, zoning and subdivision ordinances; promoting the coordination of local plans and programs with the plans and programs of other public agencies; annually reviewing the City's capital improvement program for consistency with that General Plan; ensuring conformity with the General Plan for any real property acquired for public purposes or for any public building or structure constructed or authorized; and ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned. The Planning Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Teran nominates Vincent Stewart to represent D2, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's commissions, committees and boards.

## STRATEGIC PRIORITIES

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

## FINANCIAL IMPACT

There is no financial impact.

## COMMITTEE OUTCOME

This item did not originate in Committee.

*Prepared by: Samantha Shapiro, Project Manager*

## ATTACHMENTS

1. Appointment of Members to Serve on the City's CAGs

# Appointment of Members to Serve on the City's CAGs

## City Council

January 17, 2023

Samantha Shapiro, Project Manager

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION



That the Mayor, with the approval of the City Council, make the following appointments:

1. To Senior Services Commission: Alice Sweetland (D2);
2. To Community Relations Commission: Cynthia Gonzalez (D2);
3. To Parks, Recreation and Community Services Commission: Chris Hernandez (D2);
4. To Commission on Homelessness: Rene Camper-Stewart (D2); and
5. To Planning Commission: Vincent Stewart (D2).

| SENIOR SERVICES COMMISSION | |
|---|---|
| Function | Analyzes, defines and investigates issues and the needs of senior citizens in the City and advises the City Council on such matters; Develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations; and Disseminates information and educational materials and reports that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens. |
| Requirements | •7 members<br>•Resident of the City<br>•Must have reached their 50th birthday |
| Nomination | •Councilmember Teran nominates Alice Sweetland (D2) |

| COMMUNITY RELATIONS COMMISSION | |
|---|---|
| Function | • Analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of person on a basis other than individual merit<br>• Promoting mutual understanding and respect--including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices |
| Requirements | 7 members must reside in City and be over age 18 |
| Nomination | •Councilmember Teran nominates Cynthia Gonzalez (D2) |

| PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION | |
|---|---|
| Function | Is concerned with all matters pertaining to the parks, recreation and community services activities in the City and serves as a liaison between the City Council and the community on such matters. |
| Requirements | 7 members must reside in City and be over age 18 |
| Nomination | •Councilmember Teran nominates Chris Hernandez (D2) |

| COMMISSION ON HOMELESSNESS | |
|---|---|
| Function | Advises regarding all matters pertaining to homelessness in the City |
| Requirements | 7 members must reside in City and be over age 18 |
| Nomination | •Councilmember Teran nominates Rene Camper-Stewart (D2) |

| PLANNING COMMISSION | |
|---|---|
| Function | • Preparing, reviewing and revising General Plan<br>• Implementing General Plan through various specific plans, zoning and subdivision ordinances<br>• Promoting coordination of local plans and programs with the plans and programs of other public agencies<br>• Annually reviewing City's capital improvement program for consistency with General Plan<br>• Ensuring General Plan conformity for real property acquired/disposed of, public building/structure constructed, or street vacated/abandoned |
| Requirements | 7 members must reside in City and be over age 18 |
| Nomination | • Councilmember Teran nominates Vincent Stewart (D2) |

CITY OF
OXNARD
CALIFORNIA

# THE END

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.1**

**DATE:** January 17, 2023

**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 December 20, 2022 regular meeting 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 12 20 2022 CC Regular Meeting

**MINUTES**
OXNARD CITY COUNCIL
Regular Meeting
December 20, 2022

A. ROLL CALL, POSTING OF AGENDA

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

Councilmember Gabriela Basua joined the meeting at 4:37 p.m.

Staff members present in person were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ken Rozell, Chief Assistant City Attorney; Jason Benites, Police Chief; Denise Shadinger, Assistant Chief of Police; Alexander Hamilton, Fire Chief; Michael Wolfe, Public Works Director; Joseph Marcinko, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Betsy George, Chief Financial Officer; Steve Naveau, Human Resources Director; Emilio Ramirez, Housing Director; Elsa Brown, Affordable Housing Manager; Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; and Rose Chaparro, City Clerk.

Staff member Brian Yanez, Assistant Public Works Director participated via videoconference.

Sudhir Pardiwala, Executive Vice President; Cleo Koenig, Associate Consultant; Steve Gagnon, Senior Manager; and Gina De Pinto, Manager consultants with Raftelis Financial Consultants, Inc.; as well as Christian Sprunger, Assistant Vice President at NHA Advisors also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

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

C. CLOSED SESSION (4:30 PM)

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

At 4:33 p.m., the City Council recessed to a closed session. At 5:10 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES (5:10 PM)

The flag salute was followed by a moment of silence.

DRAFT

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of **Resolution No. 15,655** Commending Karl Lawson for Thirty-Three Years of Exemplary Service to the City of Oxnard.

Mayor Zaragoza presented **Resolution No. 15,655** to Karl Lawson, who retired after working for the City of Oxnard for over thirty-three years. Karl Lawson made some remarks, followed by remarks from the Council and staff. Council congratulated Karl on his retirement and thanked him for his years of service and dedication to the residents of Oxnard. Karl Lawson introduced his family and said a few words. Public comments were received from Yukio Okano and Barbara Macri-Ortiz.

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

2. SUBJECT: Presentation of a Commendation to Oxnard College Men's Soccer Team for Winning the California State Championship Title.

Mayor Zaragoza presented a proclamation to the Oxnard College men's soccer team for winning the California Community College Athletic Association (CCCAA) State Championship title, in a match against defending champions Mt. San Antonio College. The title marks Oxnard College's second state championship in seven years and the end of an impressive 2022 season. Coach Greaney, Oxnard College's head men's soccer coach, stated that it has been an incredible season and the entire Oxnard Community can be extremely proud of the team, they are extremely fortunate to live in a community where young people blossom like these men. Coach Greaney has built one of the strongest soccer teams in California and a real gem in the athletic department for Oxnard College. The entire team including coaches and players were acknowledged and congratulated for their accomplishments by Council and staff. Coach Greaney said a few words and thanked Council and staff for this presentation.

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

RECOMMENDATION: That the City Council:
1. Adopt **Resolution No. 15,660** 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.

Rose Chaparro, City Clerk administered the Oath of Office to newly elected officers Bert E. Perello, Councilmember (District 1); Gabe Teran, Councilmember (District 2); and Gabriela Basua, Councilmember (District 5). The newly re-elected installed officials made some remarks, followed by remarks from the Council and City Manager. Public comments were also received from Armando Gonzalez, Representative from Congresswoman Julia Andrews Brownley's Office (D-CA 26th District) and Steven Auclair.

The City Clerk gave a report. Discussion ensued among the Council and staff.

A motion was made by Council to adopt **Resolution No. 15,660** declaring the results of the canvass of

returns of the November 8, 2022 General Municipal Election in the City of Oxnard. 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 and the passage of Ballot Measure "C" which was approved by the requisite majority of votes cast. This was followed by a brief recess.

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

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lawrence Stein (Public Records Requests) and Manuel Herrera (General Election Results). Received written comment letter from Caitlin Brooks, AICP, Program Manager - Transportation Planning with the Ventura County Transportation Commission (Draft Comprehensive Transportation Plan (CTP) release).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen introduced Tatiana B. Arnaout, P.E., City Engineer and Tim Beaman, Supervising Civil Engineer with the Public Works Department who presented and provided information on the upcoming new water meter replacement project for City residents. For additional information visit the website at www.oxnardwater.org or call (805) 385-8136.

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

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.

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

CITY COUNCIL REPORTS

Mayor Pro Tem MacDonald attended the Ventura County Transportation Commission (VCTC) meeting. The commission released a draft of the comprehensive transportation plan (CTP), long range plan addressing the future of transportation for the next 30-40 years. The draft is available at the VCTC website at www.goventura.org\ctp. The Commission is looking for feedback from community members, cities, and

other stake holders. If you would like to comment on the plan, visit the website and submit comments prior to January 10, 2023.

Councilmember Perello attended various meetings including the BICEP Insurance, Fox Canyon Groundwater Management Agency, and Ventura Regional Sanitation District (VRSD) meetings. He also attended the Marina West Neighborhood Council meeting. He thanked the voters for bringing back the incumbent elected officials. He also thanked the voters for their support of Measure E. He congratulated Officer Hector Valderama for his retirement from the Oxnard Police Department after 25 years of service to the residents of the City of Oxnard.

Councilmember Basua wished everyone happy holidays.

Councilmember Madrigal thanked residents and staff for volunteering and organizing events to help others in the community during the holidays. He thanked the residents for giving back to the community and holding events to provide toys to the children in the communities. He also thanked the local businesses for donated toys to give to the children during the holidays. He attended a posada in the Rose Park neighborhood with Mayor Zaragoza. He reminded residents to do the right thing and get along with others. He wished everyone a Merry Christmas.

Councilmember Teran attended the South Bank Neighborhood Council meeting. He commented that they have a great Executive Board and had a good turnout at this meeting. He attended the Santa's Workshop organized by the Police Activities League. He thanked the Recreational & Community Services Department at the local community organizations for working together to organize many holiday events, including Santa's Float. He congratulated the Oxnard College Men's Soccer Team and commented that they are representing the City of Oxnard well. He thanked Ms. Calderon from Chavez School for inviting him to speak to her dual language class. He also thanked Delia Soto, Special Education Teacher, at Pacifica High School for organizing and finding resources to make a special event a possibility for her students. He wished happy holidays to all the residents.

Mayor Zaragoza also attended the potluck holiday event at Rose Park neighborhood with Councilmember Madrigal. He also attended a special event at Casa Lopez with Javier Lopez to serve lunch to over 200 underserved residents. He presented commendations to several residents of Oxnard to celebrate and acknowledge their 100+ year birthdays. The Mayor acknowledged and thanked the Police and Fire Departments staff for their service, hard work and dedication to the residents of Oxnard. He also wished all the residents of Oxnard happy holidays.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K-9 were discussed among the Council and staff. Consent item K-9 was pulled from the agenda.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Lawrence Stein (K.2) and Patricia Brown (K.2).

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.

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.)

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.)

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.)

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.)

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.)

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.

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.)

9. Fire Department – This item was pulled from the agenda.
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.

**Consent Items K.1 – K.8:**

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

Information/Consent Item K.9 was pulled from the agenda.

L. REPORTS

1. Human Resources Department

SUBJECT: Approval of Memorandum of Understanding with the International Association of Firefighters.

RECOMMENDATION: That the City Council of the City of Oxnard adopt **Resolution No. 15,656** 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.)

Steve Naveau, Human Resources Director and Mike More, Human Resources Risk Manager presented and answered questions. Public comments were received from Ray Blattel. 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, Madrigal, MacDonald, Perello, Teran, and Zaragoza voted in favor; motion carried 6-0.

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.

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.)

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

3. Public Works Department
SUBJECT: Water Cost of Service Report.
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.)

Joseph Marcinko, Assistant Public Works Director and Michael Wolfe, Public Works Director presented and answered questions. Public comments were received from Lawrence Stein. Discussion ensued among the Council and staff. Report was received and filed, no formal action required.

4. Public Works Department
SUBJECT: Agreement 32300052 with Garcia's Landscaping Maintenance, Inc. for On-Call Grid Pruning Services, Specification No. PW 23-38.
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.)

Steve Howlett, Assistant Public Works Director presented and answered questions. Michael Wolfe, Public Works Director was also available to answer questions. No public comments were received. Discussion ensued among the Council and staff.

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

5. Public Works Department
SUBJECT: Agreement 32300084 with Garcia's Landscaping Maintenance, Inc. for On-Call Tree Maintenance Services, Specification No. PW 23-39.
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.)

Michael Wolfe, Public Works Director presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

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

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.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,657** 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.

Betsy George, Chief Financial Officer introduced Christian Sprunger, Assistant Vice President at NHA Advisors, who presented and answered questions. Public comments were received from Lawrence Stein. Discussion ensued among the Council and staff.

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

7. Fire Department
SUBJECT: Purchase Order for a Ladder Truck.
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.)

Alexander Hamilton, Fire Chief presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

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

8. Fire Department

SUBJECT: Purchase Order for Upfitting 8 Command Vehicles.

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.)

Alexander Hamilton, Fire Chief presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

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

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:54 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.2**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Purchase Order #7991 Change Order with Velocity Truck Centers.

## RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute a Purchase Order Change Order with Velocity Truck Centers for an additional $116,278.00 for a new not-to-exceed amount of $8,476,576.80 for the purchase of refuse trucks for the Environmental Resources Division.

(This item is not subject to the California Environmental Quality Act.)

(The original Purchase Order with Velocity Truck Centers was approved by Council on March 2, 2021.)

## BACKGROUND

On March 2, 2021, the City Council approved Purchase Order #7991 with Velocity Truck Centers for an amount not to exceed $8,360,298.80 for the purchase of 26 refuse trucks. On April 1, 2021 the local Oxnard sales tax increased from a rate of 7.75% to 9.25%. All refuse trucks from Velocity Truck Centers that were received after April 1, 2021 through August 11, 2022 resulted in an added cost of $116,278.00 due to the sales tax increase.

## DISCUSSION

The amount of the Purchase Order subject to the new tax rate is $7,751,825.27 which amounts to $717,043.84 since all vehicles were received after April 1, 2021. The non-taxable amount is $7,707 which is for the California Tire Recycle Fee and Extended Warranty. Therefore, staff recommends amending Purchase Order #7991 in the amount of $116,278.00 increasing the amount not-to-exceed from $8,360,298.80 to $8,476,576.80 for the purchase of refuse trucks for the Environmental Resources Division.

| Velocity Truck Center | March 2, 2021 Tax Amount - 7.75% Rate | April 1, 2021 Tax Amount - 9.25% Rate | Tax VARIANCE |
|---|---|---|---|
| Residential | $240,505.75 | $287,055.25 | $46,549.50 |
| Commercial | $216,947.31 | $258,937.11 | $41,989.80 |
| Industrial | $98,953.16 | $118,105.39 | $19,152.23 |
| Rear Loader | $44,360.24 | $52,946.09 | $8,585.85 |
| **TOTAL** | **$600,766.46** | **$717,043.84** | **$116,277.38** |

## 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 are sufficient funds budgeted and currently available in the Environmental Resources Enterprise Fund (Project Number C2125 "Refuse Vehicles and Trailers") to cover the cost of the increased sales tax in the amount of $116,278.00 for the purchase of refuse trucks in Fiscal Year 2022-23. This has no impact on the General Fund.

## COMMITTEE OUTCOME

The original Purchase Order with Velocity Truck Centers was previously approved by the Public Works and Transportation Committee on February 9, 2021 and subsequently approved by Council on March 2, 2021

*Prepared by: Brian Yanez, Assistant Public Works Director*

## ATTACHMENTS

1. Original PO 7991 Velocity
2. Council Staff Report 3-2-2021 - Purchase of Vehicles and Trailers

CITY OF OXNARD CALIFORNIA

# PURCHASE ORDER

**CITY OF OXNARD**
**300 WEST 3RD STREET**
**OXNARD, CA 93030**

**PURCHASE ORDER NO. 007991**

DATE: 2/11/2021

**VENDOR PHONE:** (562)447-1260
**VENDOR FAX:** ( ) -
**VENDOR #:** 19164
**VENDOR ADDRESS:** VELOCITY TRUCK CENTER OF VC
P.O. BOX 101284
PASADENA, CA 91189-1284

**SHIP TO:** ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

***Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence***

| DELIVER BY | REQUISITION # | REQUISITION DATE | CONFIRMED BY |
|---|---|---|---|
| 01/11/2021 | 0000005265 | 01/11/2021 | FORMELY BIG T'S |
| **FOB** | **ACCOUNT NUMBER** | | **AUTHORIZED BY** |
| | 63168808268606 | | DANIEL WILLHITE |

| ITEM # | QUANTITY/ UNIT | DESCRIPTION ARTICLE OR SERVICE | UNIT COST | EXTENDED COST |
|---|---|---|---|---|
| 1 | 8,360,298.80 / DL | REFUSE COLLECTION TRUCKS | 1.0000 | 8,360,298.80 |

BA PENDING PWTC 2.9.21 #2021-1096 AND COUNCIL
$10,189,922

**TOTAL PURCHASE AMOUNT** **$8,360,298.80**

**In order to receive payment, email all invoices to:**
**invoices@oxnard.org**

**In the subject line, reference the Purchase Order number above.**

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. L.4**

**DATE:** March 2, 2021

**TO:** City Council

**FROM:** Craig B, Public Works Director, (805) 385-8055, craig.b@oxnard.org

**SUBJECT:** Procurement of Vehicles and Trailers for the Environmental Resources Division. (0/10/10)

**RECOMMENDATION**

That the City Council approve and authorize:

1. The Mayor to execute Purchase Orders in the total amount of $10,189,921.49 for the purchase of new vehicles and accessories:
   a. Purchase Order 7991 with Velocity Truck Center of VC for an amount not to exceed $8,360,298.80 for the purchase of:
      i. Ten (10) new residential, compressed natural gas (CNG) vehicles with accessories for a cost of $3,343,980.80;
      ii. Nine (9) new commercial, compressed natural gas (CNG) vehicles with accessories for a cost of $3,016,424.97;
      iii. Five (5) new industrial, compressed natural gas (CNG) vehicles with accessories for a cost of $1,375,855.65;
      iv. Two (2) new rear-loader, compressed natural gas (CNG) vehicles with accessories for a cost of $624,037.38;
   b. Purchase Order 7993 with Pape' Kenworth for an amount not to exceed $906,092.30 for the purchase of seven (7) new semi-tractor transfer vehicles with accessories;
   c. Purchase Order 7992 with The Trailer Company for an amount not to exceed $923,530.39 for the purchase of ten (10) new transfer trailers with accessories; and

2. The City Manager to approve a budget appropriation in the amount of $10,189,922 to recognize proceeds from a lease purchase to finance the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division (Project 216804).

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/fGByIT12jZ4

**BACKGROUND**

The Environmental Resources Division (ER) provides uninterrupted daily collection and removal of solid waste, recyclable material and organic waste material to approximately 40,000 residential single-family households and to approximately 15,000 commercial and multi-family dwelling units to ensure a sanitary environment. In Fiscal Year 2019-20, ER's fleet collected 181,682 solid waste tons, 14,540 curbside recycle tons and 15,391 organic waste (greenwaste) tons from residential, multi-family and commercial sectors. The State of California enacted legislation through Assembly Bills 341, 939, 1826 and Senate Bill 1383 that mandate cities to recycle and divert material from the landfill. It is imperative that ER's vehicle and trailer fleet is in good operating condition to collect solid waste, recyclable and organic waste material for the City to meet compliance of the mandates enacted by the State.

ER Fleet comprises more than ninety (90) vehicles that are used to collect and transfer solid waste, recyclables and organic (greenwaste) material. Residential, commercial, industrial ("rolloff") and rear loader vehicles are used to collect solid waste,

recyclables, organic (greenwaste) and illegal dumping throughout the City of Oxnard. After these materials are received and processed at the Del Norte Facility, transfer semi tractor trailers convey them to contracted landfills and processors. Moving forward, it is imperative that the ER fleet upgrade and remain in good operating condition to meet customer demand and comply with State mandates.

**DISCUSSION**

**Residential, Commercial and Industrial Vehicles**

***Residential Vehicles - Side-Loader***

ER's residential collection fleet currently consists of 29 vehicles: 19 diesel and 10 compressed natural gas (CNG). The residential fleet is assigned to eight (8) daily routes for solid waste collection, eight (8) daily routes for curbside recycle or organic waste collection and two (2) daily routes for special pickup and food waste collection. Secondary backup vehicles remain in the fleet to cover when primary vehicles are down for repair. The residential collection fleet currently has an average vehicle age of over 11 years and still includes diesel-fueled vehicles. Many of these vehicles have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. In order to maintain a reliable residential collection fleet, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan. The following table identifies 10 residential collection vehicles that are currently recommended for replacement:

**Table 1**

| # | Model Year | Life Cycle Years | Manufacturer | Vehicle Identification | Fuel Type | Current Mileage |
|---|---|---|---|---|---|---|
| 1 | 1997 | 24 | Volvo | 3158 | Diesel | 140,480 |
| 2 | 1997 | 24 | Volvo | 3159 | Diesel | 235,579 |
| 3 | 2000 | 21 | Volvo | 3434 | Diesel | 111,198 |
| 4 | 2000 | 21 | Volvo | 3435 | Diesel | 126,295 |
| 5 | 2005 | 16 | Autocar | 05100 | Diesel | 137,493 |
| 6 | 2005 | 16 | Autocar | 05101 | Diesel | 186,774 |
| 7 | 2005 | 16 | Autocar | 05104 | Diesel | 107,894 |
| 8 | 2005 | 16 | Autocar | 05105 | Diesel | 120,954 |
| 9 | 2005 | 16 | Autocar | 05106 | Diesel | 149,815 |
| 10 | 2006 | 15 | Autocar | 06100 | Diesel | 121.227 |

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar residential collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of 10 side-loader residential CNG collection vehicles with accessories is $3,343,980.80.

The 10 vehicles identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining 19 vehicles will continue to operate in the ER residential fleet.

***Commercial Vehicles***

ER's commercial collection fleet currently consists of 11 vehicles: six (6) diesel and five (5) CNG. The commercial fleet is assigned to 11 daily routes for solid waste collection and two (2) daily routes for curbside recycle material, organic waste and special bulky waste collection. The commercial collection fleet currently has an average age of over 12 years and still includes diesel-fueled vehicles. Secondary backup vehicles remain in the fleet to cover when primary vehicles are down for repair. Many of these vehicles have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. In order to maintain a reliable commercial collection fleet, and comply with State mandates on commercial recycling, it is critical that the ER and Fleet Divisions maintain a comprehensive preventative maintenance and vehicle replacement plan. The following table identifies six (6) commercial collection vehicles that are currently recommended for replacement:

**Table 2**

| # | Model Year | Life Cycle Years | Manufacturer | Vehicle Identification | Fuel Type | Current Mileage |
|---|---|---|---|---|---|---|
| 1 | 1996 | 25 | GMC | 3082 | Diesel | 220,040 |
| 2 | 1997 | 24 | Volvo | 3098 | Diesel | Out of Service |
| 3 | 2005 | 16 | Autocar | 05200 | Diesel | 143,165 |
| 4 | 2005 | 16 | Autocar | 05202 | Diesel | 117,524 |
| 5 | 2005 | 16 | Autocar | 05204 | Diesel | 177,673 |
| 6 | 2005 | 16 | Autocar | 05205 | Diesel | 185,202 |

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar commercial collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of nine (9) front-end loader commercial CNG collection vehicles with accessories is $3,016,424.97.

The six (6) vehicles identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining five (5) vehicles will continue to operate in the ER commercial fleet.

***Industrial Vehicles***

ER's industrial collection fleet currently consists of 11 vehicles: six (6) diesel and five (5) CNG. The industrial fleet is assigned to seven (7) daily routes for solid waste collection. Secondary backup vehicles remain in the fleet to cover when primary vehicles are down for repair. The industrial collection fleet has an average vehicle age of over 13 years and still includes diesel-fueled vehicles. Many of these vehicles have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. In order to maintain a reliable industrial collection fleet, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan. The following table identifies five (5) industrial collection vehicles that are currently recommended for replacement:

**Table 3**

| # | Model Year | Life Cycle Years | Manufacturer | Vehicle Identification | Fuel Type | Current Mileage |
|---|---|---|---|---|---|---|
| 1 | 1991 | 30 | Whitfield | 2852 | Diesel | 197,657 |
| 2 | 1998 | 23 | Volvo | 3294 | Diesel | 336,768 |
| 3 | 1999 | 22 | Volvo | 3292 | Diesel | 454,274 |
| 4 | 2001 | 20 | Volvo | 3439 | Diesel | 374,274 |
| 5 | 2001 | 20 | Volvo | 3440 | Diesel | 313,518 |

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar industrial collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of five (5) industrial, CNG collection vehicles with accessories is $1,375,855.65.

The five (5) vehicles identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining 6 vehicles will continue to operate in the ER industrial fleet.

***Procurement of the Collection Vehicles for Residential, Commercial and Industrial Programs***

Staff recommends to piggyback on a bid issued by the City of Ontario (Ontario) on June 21, 2018 for 24 CNG powered refuse collection vehicles in lieu of issuing a formal request for bid. The City will acquire the 24 new CNG vehicles with competitive pricing previously vetted through a public agency competitive bid process completed by Ontario. As the low responsible bidder, Velocity Truck Centers was awarded the purchase order from Ontario and will honor the piggyback bid. Velocity Truck Centers is

a local vendor, located at 2501 Camino Del Sol in Oxnard. The proximity of Velocity Truck Centers to the Del Norte Facility and the City of Oxnard Fleet Garage provides quicker response times for maintenance and warranty work not provided by the City's Fleet Division.

**Rear Loader Vehicles**

The ER 311 fleet only includes one (1) diesel-fueled, rear-loader collection vehicle. This vehicle is used to manage collection services related to the Oxnard 311 and Neighborhood Cleanup programs. This vehicle #10300, was purchased in 2010 and has accumulated 100,947 miles. At over 10 years old, it has exceeded its seven (7) year usable life and is increasingly expensive in cost and time to service and repair. Additionally, there is no backup to provide continued service when it is down for maintenance. In order to maintain a reliable service to the 311 and Neighborhood Cleanup programs, it is critical that ER operate two (2) rear-loader, CNG collection vehicles in the fleet. The following table identifies the one (1) rear loader vehicle recommended for replacement with two (2) new rear loaders:

**Table 4**

| # | Model Year | Life Cycle Years | Manufacturer | Vehicle Identification | Fuel Type | Current Mileage |
|---|---|---|---|---|---|---|
| 1 | 2010 | 10 | Autocar | 10300 | Diesel | 100,947 |

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar rear-loader, CNG collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of two (2) rear-loader, CNG collection vehicles with accessories is $624,037.38. Vehicle #10300 will be auctioned for its scrap salvage value.

***Procurement of the Rear Loader Vehicles***

Staff recommends to piggyback on a bid issued by the City of Glendale (Glendale) on March 25, 2019 for two (2) CNG powered rear loader collection vehicles in lieu of issuing a formal request for bid. The City will acquire the two (2) new CNG vehicles with competitive pricing previously vetted through a public agency competitive bid process completed by Glendale. As the low responsible bidder, Velocity Truck Centers was awarded the purchase order from Glendale and will honor the piggy back bid. Velocity Truck Centers is a local vendor, located at 2501 Camino Del Sol in Oxnard. The proximity of Velocity Truck Centers to the Del Norte Facility and the City of Oxnard Fleet Garage provides quicker response times for maintenance and warranty work not provided by the City's Fleet Division.

**Transfer/Semi Tractors**

ER's transfer fleet currently consists of 12 diesel-fueled, semi-tractor vehicles. Semi-tractors are used six (6) days per week to transfer material from the Del Norte Regional Recycling and Transfer Station to contracted landfills and material processors. Each semi-tractor pulling a trailer hauls an average of 21 tons per trip at four trips per day to landfills and material processing facilities. The transfer fleet currently has an average vehicle age of over 21 years. Many of these vehicles have exceeded their 10 year usable life and are increasingly expensive in cost and time to service and repair. These are all diesel-fueled vehicles that connect to trailers to haul solid waste and other material to permitted landfills and material processing facilities. Unlike collection vehicles previously discussed herein, CNG fueled semi tractors are still an emerging technology, with limited suppliers and service providers. In order to maintain a reliable transfer fleet and minimize the use of supplemental hauling, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan. The following table indicates transfer vehicles that are currently recommended for replacement:

**Table 5**

| # | Model | Life Cycle | Manufacturer | Vehicle | Fuel Type | Current Mileage |
|---|---|---|---|---|---|---|

| | Year | Years | | Identification | | |
|---|---|---|---|---|---|---|
| 1 | 1996 | 25 | Kenworth | 3110 | Diesel | 675,910 |
| 2 | 1996 | 25 | Kenworth | 3113 | Diesel | 673,803 |
| 3 | 1996 | 25 | Kenworth | 3114 | Diesel | 720,472 |
| 4 | 1996 | 25 | Kenworth | 3115 | Diesel | 810,138 |
| 5 | 1997 | 24 | Kenworth | 3144 | Diesel | 801,652 |
| 6 | 2000 | 21 | Kenworth | 3355 | Diesel | Out of Service |
| 7 | 2002 | 19 | Kenworth | 3535 | Diesel | 628,846 |
| 8 | 2002 | 19 | Kenworth | 3536 | Diesel | 750,027 |
| 9 | 2002 | 19 | Kenworth | 3537 | Diesel | 779,458 |

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Kenworth semi-tractor transfer vehicle model. For this round of procurement, staff recommends continued use of diesel-fueled semi-tractor transfer vehicles. The ER and Fleet Divisions will continue to evaluate alternative fuel options--including electric--for future procurement related to the semi-tractor transfer fleet. The selection of Kenworth ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of seven (7) semi-tractor transfer vehicles with accessories is $906,092.30.

The nine (9) vehicles in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining 3 vehicles will continue to operate in the ER transfer fleet.

***Procurement of the Semi-Tractors***

The City, under the current Purchasing Policy, participates in the cooperative procurement program "Sourcewell." Under this program, the City is a Sourcewell Member and is able to benefit from the global solicitation of semi-tractor under Kenworth manufacturer contracts. The Fleet Division (Fleet) researched national purchasing agreements for Kenworth semi-tractors that offered economies of scale pricing and were competitively solicited. Fleet identified a Sourcewell Cooperative Contract Number 060920-KTC for the seven (7) Kenworth semi-tractors. Sourcewell awarded Kenworth Truck Company Division of PACCAR, Incorporated the contract to provide the Kenworth semi-tractor.

**Transfer/Trailers**

ER's transfer trailer fleet currently consists of 11 transfer trailers. These trailers are connected to the semi-tractor transfer vehicles described above. The transfer trailer fleet currently has an average trailer age of over 21 years. Most of these transfer trailers have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. This also requires the transfer operation to rely more heavily upon contracted supplemental haulers. In order to maintain a reliable transfer trailer fleet, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan.The following table identifies transfer fleet trailers that are currently recommended for replacement:

**Table 6**

| # | Model Year | Life Cycle Years | Manufacturer | Vehicle Identification |
|---|---|---|---|---|
| 1 | 1996 | 25 | Peer | 3120 |
| 2 | 1996 | 25 | Peer | 3129 |
| 3 | 2000 | 21 | Peer | 3356 |
| 4 | 2000 | 21 | Peer | 3357 |
| 5 | 2002 | 19 | Peer | 3538 |
| 6 | 2002 | 19 | Peer | 3539 |
| 7 | 2002 | 19 | Peer | 3540 |
| 8 | 2004 | 17 | Peer | 3735 |
| 9 | 2004 | 17 | Peer | 3736 |
| 10 | 2004 | 17 | Peer | 3737 |

After considerable transfer trailer platform research and availability of local vendors to supply parts and other services, the ER

and Fleet Divisions selected The Trailer Company. The selection of The Trailer Company also ensures transfer trailer fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The Environmental Resources and Fleet Divisions recommend procurement of 10 transfer trailers with accessories at a cost of $923,530.39.

The 10 transfer trailers identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining one (1) trailer will continue to operate in the ER transfer fleet.

*Procurement of the Transfer Trailers*

Staff recommends to piggyback on a bid issued by the County of Kern (Kern) on November 5, 2018 for 10 transfer trailers in lieu of issuing a formal request for bid. The City will acquire the 10 new transfer trailers with competitive pricing previously vetted through a public agency competitive bid process completed by Kern. As the low responsible bidder, The Trailer Company was awarded the purchase order from Kern and will honor the piggyback bid. The Trailer Company is located at 234 Mt. Vernon Avenue, Bakersfield, California.

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

**FINANCIAL IMPACT**

The total cost for the 43 vehicles and trailers is $10,189,921.49. Staff will proceed with a Request for Proposal to seek a financial institution providing the best cost-effective lease purchase financing arrangement. Staff will return to the Finance and Governance Committee and to the City Council recommending approval of a Master Lease Agreement for Equipment and the selection of a lease purchase provider. A lease option to purchase agreement provides financing at low interest rates allowing the Environmental Resources Enterprise Fund to efficiently utilize working capital.

A budget appropriation in the amount of $10,189,922 in the Environmental Resources Fund (631) in Project #216804 will recognize proceeds from the eventual lease purchase to finance the acquisition of the vehicles and trailers. Annual payments for the vehicles and trailers under the lease purchase will be included in future annual budget requests. After completing the RFP process for a lease-purchase financing, staff will return to the Finance and Governance Committee and to the City Council recommending approval of a Master Lease Agreement for Equipment with the payment terms and interest rate of the lease purchase for the vehicles and trailers. Staff expects the financing to be in place before the City needs to pay for the equipment, which takes months to manufacture and prepare for delivery.

**COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on February 9, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Assistant Public Works Director*

**ATTACHMENTS**

1. PO 7991 Velocity
2. PO 7993 Kenworth
3. PO 7992 The Trailer Co
4. Budget Appropriation for Refuse Vehicles and Trailers

5. Residential Vehicle - City of Ontario Quote from Velocity Truck Centers
6. Commercial Vehicle - City of Ontario Quote from Velocity Truck Centers
7. Industrial Vehicle - City of Ontario Quote from Velocity Truck Centers
8. Rear Loader Vehicle - City of Glendale Quote from Velocity Truck Centers
9. Semi-Tractor Vehicle - Sourcewell Cooperative Contract No. 060920-KTC
10. Transfer Trailers - County of Kern Quote from The Trailer Company
11. Presentation

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.3**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Agreement 32300160 with Venco Electric Inc. for Advanced Water Purification Facility Finished Water Pump Variable Frequency Drive Electrical Rehabilitation Project, Specification No. PW 23-04.

## RECOMMENDATION

That the City Council approve and authorize the following for a total of $262,560.00 in Project funds for the Advanced Water Purification Facility Finished Water Pump Variable Frequency Drive Electrical Rehabilitation Project (No. 226504/C2023):

1. The execution of an Agreement with Venco Electric Inc. in the amount of $218,800.00 for the Project;
2. A Project contingency amount of $21,880.00 for the Project; and
3. A Project allocation amount of $21,880.00 for engineering, inspection, and project management for the Project.

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

(This item did not originate in Committee.)

## BACKGROUND

The AWPF's finished water pumps supply ultra pure water into the existing recycled water distribution system. The flow is controlled by a variable frequency drive (VFD) that adjusts the speed of the pump. VFDs are electrical equipment that have a limited useful life and will eventually fail. The VFD controlling one of the finished water pumps failed in early 2022. The Engineering Division engaged an on-call electrical engineer to evaluate repair vs. replacement. Replacement was chosen due to the similar cost, equal lead-time, and a new VFD having a longer useful life. This project is part of the AWPF Improvements - Phase 1, but has been fast-tracked due to necessity to have a functioning VFD.

### Capital Improvement Program (CIP) Reference:

Project No. **206504** – Advanced Water Purification Facility Finished Water Pump Variable Frequency Drive Electrical Rehabilitation Project - Part of AWPF Improvements - Phase 1, Specification No. PW 23-04 - CIP 2022-2027 - Adopted May 3, 2022 – Page 89.

## DISCUSSION

The specific work for this Project includes removal of an existing finished water pump VFD and installation of a new 600 HP, 480V active front end VFD. Additionally, the work includes configuring the new VFD to fit within the existing space, intercepting all existing cables, integration with existing City programing, and all other appurtenant and associated work in accordance with the Contract Documents. Replacing the VFD will increase reliability and redundancy of the AWPF, allowing the plant to continue to deliver produced water to customers.

The work is tentatively scheduled to begin in March 2023 and continue into December 2023 (270 working days). All work will occur inside the AWPF and not impact local residents.

The notice inviting formal bids (NIFB) on the Project was published on October 20, 2022, and all bids were due on and opened November 14, 2022. The City received the following bids:

Venco Electric Company: $218,800.00
Kiewit Infrastructure West Co.: $455,000.00

The lowest bidder is Venco Electric Inc. (Venco) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Venco 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 Venco Electric Inc.

In addition to the project award amount of $218,800.00, Staff recommends authorizing $43,760.00 for the project, which includes $21,880.00 for project contingency (10% of the contract costs) and $21,880.00 for the cost for engineering services and City staff time (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $262,560.00.

**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 Project shall not exceed $262,560.00 which includes the construction agreement, contingency and project allocation. The Advanced Water Purification Facility Improvements Phase I Project C2023 (206504) has an available project budget balance of approximately $246,000 from the Water Resource Fee Fund (606) and $750,000 from the Water Bond Series 2004 Fund (607), a total available project budget balance of $996,000.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. Agreement 32300160

# CONTRACT

## CITY OF OXNARD CONTRACT FOR ADVANCED WATER PURIFICATION FACILITY FINISHED WATER PUMP VARIABLE FREQUENCY DRIVE ELECTRICAL REHABILITATION PROJECT SPECIFICATION NO. PW 23-04

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 VENCO ELECTRIC INC. ("Contractor"). Contractor's license number is 446770.

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 ADVANCED WATER PURIFICATION FACILITY FINISHED WATER PUMP VARIABLE FREQUENCY DRIVE ELECTRICAL REHABILITATION PROJECT, SPECIFICATION NO. PW 23-04 ("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 two hundred eighteen thousand eight hundred dollars ($218,800.00) 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**

☑ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**CONTRACTOR**

Roy Martin, CEO [2] Date

Jennifer Morris, Secretary Date

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

[2] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

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. **32300160**
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.

11/22

## 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.

# 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**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $2,000,000<br>PRODUCTS COMP/OP AGG. $2,000,000<br>PERSONAL & ADV. INJURY $2,000,000<br>EACH OCCURRENCE $2,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>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<br>Each consultant/ $500,000<br>& listed sub-consultant |

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

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No.** 32300160
**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

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY
❒ 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.** 32300160
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**AUTHORIZED REPRESENTATIVE**
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

# AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
## FOR THE CITY OF OXNARD (the ACity@)

**SUBMIT IN DUPLICATE**

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

_____

Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, 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 No.** 32300160
**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 _____
_____
_____("Principal")
*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as ADVANCED WATER PURIFICATION FACILITY FINISHED WATER PUMP VARIABLE FREQUENCY DRIVE ELECTRICAL REHABILITATION PROJECT, SPECIFICATION NO. PW 23-04.

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.*

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 ADVANCED WATER PURIFICATION FACILITY FINISHED WATER PUMP VARIABLE FREQUENCY DRIVE ELECTRICAL REHABILITATION PROJECT, SPECIFICATION NO. PW 23-04.

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 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, assignees, 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, 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 ADVANCED WATER PURIFICATION FACILITY FINISHED WATER PUMP VARIABLE FREQUENCY DRIVE ELECTRICAL REHABILITATION PROJECT

## SPECIFICATION NO. PW 23-04

Bidder's Name: VENCO ELECTRIC 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:

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | AMOUNT |
|---|---|---|---|---|
| 1. | Mobilization and demobilization (10% maximum of Total Bid Price) | 2000.1 | Lump Sum | $ 19,800.00 |
| 2. | Variable Frequency Drive Installation | 2000.2 | Lump Sum | $ 176,000.00 |
| 3. | Conduit, Wiring And Cable Terminations | 2000.3 | Lump Sum | $ 10,000.00 |
| 4. | Training | 2000.4 | Lump Sum | $ 13,000.00 |
| | | | TOTAL BID PRICE: | $ 218,800.00 |

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 IN DIGITS:** $ 218,800.00

**TOTAL BID PRICE IN WORDS:** Two Hundred Eighteen Thousand Eight Hundred Dollars

Contractor must complete all Work within two hundred seventy (270) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

| Addendum: | Date Received: | Addendum: | Date Received: |
|---|---|---|---|
| #01 | 11/07/2022 | #03 | |
| #02 | | #04 | |

Bidder's Name (Company): VENCO ELECTRI CINC.

Signature: _____ Title: VICE PRESIDENT

Print: MIKE SHEETS Date: 11/14/2022

Signature: _____ Title: SECRETARY

Print: JENNIFER MORRIS Date: 11/14/2022

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.4**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Construction Agreement 32300166 with Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing for South Oxnard Center Roof Replacement Project, Specification No. PW 23-32.

## RECOMMENDATION

That the City Council approve and authorize the following for a total of $779,952 in Project funds for the South Oxnard Center Roof Replacement Project (Project No. 205502/C2010):

1. Execute Agreement 32300166 with Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing in the amount of $649,960 for the Project;
2. A Project contingency amount of $64,996 with Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing for a total not to exceed value of $714,956 for the Project; and
3. A Project allocation amount of $64,996 for engineering, inspection, survey and project management for the Project.

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

(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.)

## BACKGROUND

The Project consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to complete roof replacement and repairs at the South Oxnard Center located at 200 E Bard Road.

The roof has significant issues stemming from age. The building was constructed in 1988/1989 and the roof has never been replaced. A typical roof, constructed of modified bitumen layers, has a useful life expectancy of 10-20 years. This roof is over 33 years old.

The roof sections requiring replacement are the flat sections. The clay roof tiles at the sloped-roof areas are in decent condition, with the exception of approximately thirty percent (30%) which are damaged. The existing flat roof sections have many leaks that have had impacts on the inside walls and finished, the facility staff and city residents who regularly frequent the facility. There are areas with drywall deterioration from the roof leaks, which will be handled separately, and are not included in the scope of this project. With a new roof, we can prevent further interior deterioration, programming impacts, and other problems. Additionally, all of the existing wood fascia has significant termite and dry rot and must be replaced. By replacing the fascia, gutters, and drains we can provide proper roof drainage and prevent water from ponding on the roof, causing future leaks and roof deterioration.

### Capital Improvement Program (CIP) Reference:

Project No. **205502 / C2010** – South Oxnard Center Roof Replacement Project, Specification No. PW 23-32 - CIP 2022-

**DISCUSSION**

The specific work for this Project includes demolition of portions of the existing roofs including approximately 100 sf of asbestos-containing materials, damaged roof decking, all fascia board, gutters, and trellis wood. It also includes the installation of a new single-ply PVC roofing system on flat-roof surfaces, replacement clay tile roofing on sloped surfaces were damaged, new fascia board and gutters throughout, reworking roof drains and scuppers, and all other appurtenant and associated work in accordance with the Contract Documents.

The work is tentatively scheduled to begin in Spring 2023 and continue into Summer 2023 (forty-five working days), unless delayed by unforeseen site conditions, weather impacts, or supply chain delays. Staff will work closely with the building occupants, patrons, area businesses, and residents directly impacted by the work to keep them informed of the project schedule. 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 October 20, 2022, and all bids were due and opened on November 17, 2022. The City received four bids for the project and three were rejected as non-responsive. The lowest responsive bid is as follows:

COMMERCIAL WATERPROOFING SYSTEMS INC.,
dba ERC ROOFING AND WATERPROOFING: $649,960

The lowest bidder is Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing 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 Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing.

In addition to the project award amount of $649,960, Staff recommends authorizing $129,992 for the project, which includes $64,996 for project contingency (10% of the contract costs) and $64,996 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $779,952.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

The total cost for this Project shall not exceed $779,952 which includes the construction agreement, contingency and project allocation. On January 3, 2023, Council approved a budget reallocation of unspent TAB HERO (Fund 315) bond proceeds in the amount of $318,388 and a General Fund (101) appropriation of $30,655, for a total of $349,043 over the original $475,000 to complete the South Oxnard Roof Replacement Project, (Project No. 205502/C2010). The total available project budget balance is approximately $779,952 ($749.297 from the Tax Allocation Bond (TAB) Historical Enhancement and Revitalization of Oxnard (HERO) Fund (315) and $30,655 from the General Fund (101)).

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. A# 32300166

# CONTRACT

## CITY OF OXNARD CONTRACT FOR SOUTH OXNARD CENTER ROOF REPLACEMENT PROJECT SPECIFICATION NO. PW 23-32

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 COMMERCIAL WATERPROOFING SYSTEMS, INC. dba ERC ROOFING & WATERPROOFING ("Contractor"). Contractor's license number is 781499.

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 South Oxnard Center Roof Replacement Project, Specification No. PW 23-32 (the "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 SIX HUNDRED FORTY NINE THOUSAND, NINE HUNDRED SIXTY DOLLARS ($649,960) 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**

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

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**COMMERCIAL WATERPROOFING SYSTEMS, INC. dba ERC ROOFING & WATERPROOFING**

Garrett R. Clark, President[2] Date

Garrett R. Clark, Secretary Date

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

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

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

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

# EXHIBIT INS-E

## INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH BUILDER'S RISK REQUIREMENT & POLLUTION/ASBESTOS)

**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. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and or Asbestos Pollution Liability, Coverage should be maintained for a minimum for five (5) years after contract completion.

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. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than $1,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year.

e. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

f. 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-E. 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. PW 23-32
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-E or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

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

**6** Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager PRIOR TO THE BID DUE DATE. 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.

**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 sample accord form.

# 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**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $2,000,000<br>PRODUCTS COMP/OP AGG. $2,000,000<br>PERSONAL & ADV. INJURY $2,000,000<br>EACH OCCURRENCE $2,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>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, Course of Construction Insurance<br><br>Contractors Pollution Liability and/or Asbestos Pollution Liability | | | | Minimum coverage $1,000,000<br>Each consultant/ $500,000<br>& listed sub-consultant<br>Course of Construction<br>Completed Value of Project<br><br>Minimum coverage $1,000,000<br>Per claim |

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

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No.PW 23-32**
**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

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

SAMPLE

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

**SUBMIT IN DUPLICATE**

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

SAMPLE

## TYPE OF INSURANCE

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

## OTHER PROVISIONS

| COVERAGES | LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE | AGGREGATE |
|---|---|---|
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**
Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No. PW 23-32**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

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

**SUBMIT IN DUPLICATE**

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

SAMPLE

## OTHER PROVISIONS

## LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No. PW 23-32**
**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 COMMERCIAL WATERPROOFING SYSTEMS, INC. dba ERC ROOFING & WATERPROOFING, 1630 Palm Street, Santa Ana, CA 92701 ("Principal") a contract (the "Contract") for the Work described as South Oxnard Center Roof Replacement Project, Specification No. PW 23-32.

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 SIX HUNDRED FORTY NINE THOUSAND, NINE HUNDRED SIXTY DOLLARS ($649,960), this amount being not less than one 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" |
|---|---|
| **COMMERCIAL WATERPROOFING SYSTEMS, INC. dba ERC ROOFING & WATERPROOFING** | _____ |
| | _____ |
| By: _____ | By: _____ |
| Garrett R. Clark | |
| Its: President | Its: _____ |
| By: _____ | By: _____ |
| Garrett R. Clark | |
| Its: Secretary | Its: _____ |
| *(Seal)* | *(Seal)* |

*Notes:* ***This Bond must be executed in duplicate and dated, all 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.***

Bond No. _____

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to COMMERCIAL WATERPROOFING SYSTEMS, INC. dba ERC ROOFING & WATERPROOFING, 1630 Palm Street, Santa Ana, CA 92701 ("Principal") a contract (the "Contract") for the Work described as South Oxnard Center Roof Replacement Project, Specification No. PW 23-32.

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 SIX HUNDRED FORTY NINE THOUSAND, NINE HUNDRED SIXTY DOLLARS ($649,960), this amount being not less than one hundred percent (100%) of the total 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, assignees, 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, 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" |
|---|---|
| **COMMERCIAL WATERPROOFING SYSTEMS, INC. dba ERC ROOFING & WATERPROOFING** | _____ |
| | _____ |
| By: _____ | By: _____ |
| Garrett R. Clark | |
| Its: President | Its: _____ |
| By: _____ | By: _____ |
| Garrett R. Clark | |
| Its: Secretary | Its: _____ |
| *(Seal)* | *(Seal)* |

*Notes:* ***This Bond must be executed in duplicate and dated, all 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 SOUTH OXNARD CENTER ROOF REPAIRS
## SPECIFICATION NO. PW 23-32

Bidder's Name: Commercial Waterproofing Systems, Inc. dba ERC Roofing & Waterproofing

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:

**BASE AMOUNT:**

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | ESTIMATED QUANTITY | UNIT PRICE (+/-$) | BID AMOUNT |
|---|---|---|---|---|---|---|
| 1 | Mobilization and Demobilization (maximum 5% of Total Bid Price) | 1000-2.1 | LS | | | $ 28,800.00 |
| 2 | Selective Demolition | 1002-2.1 | LS | | | $ 151,800.00 |
| 3 | Testing and Quality Control | 014500-2.1 | LS | | | $ 2,500.00 |
| 4 | Temporary Facilities and Controls | 015000-4.1 | LS | | | $ 6,000.00 |
| 5 | Cutting and Patching | 017329-4.1 | LS | | | $ 12,600.00 |
| 6 | Cleaning | 017400-4.1 | LS | | | $ 3,500.00 |
| 7 | Metal Fabrications | 055000-4.1 | LS | | | $ 35,000.00 |
| 8 | Clay Roof Tiles | 073213-4.1 | SF | 3,450 | $ 56.00 | $ 193,200.00 |
| 9 | PVC Membrane Roofing | 075400-4.1 | SF | 2,350 | $ 30.00 | $ 70,500.00 |
| 10 | Sheet Metal Flashing and Trim | 076200-4.1- | LF | 500 | $ 10.00 | $ 5,000.00 |
| 11 | Joint Sealant | 079200-4.1 | LF | 1,000 | $ 4.50 | $ 4,500.00 |
| 12 | Cement Plaster | 092400-4.1 | LS | | | $ 18,000.00 |
| 13 | Paint | 099113-4.1 | LS | | | $ 8,000.000 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | ESTIMATED QUANTITY | UNIT PRICE (+/-$) | BID AMOUNT |
|---|---|---|---|---|---|---|
| 14 | Asbestos Roofing Abatement | 028200-4.1 | SF | 100 | $121.00 | $ 12,100.00 |
| 15 | Rough Carpentry | 061000-4.1A | SF | 705 | $12.00 | $ 8,400.00 |
| 16 | Fascia | 061000-4.1B | LF | 1,500 | $60.00 | $ 90,000.00 |
| | | | | | TOTAL BID PRICE:$ | 649,900.00 |

**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 IN DIGITS:** $ 649,900.00

**TOTAL BID PRICE IN WORDS:** Six Hundred Forty-Nine Thousand, Nine Hundred Dollars

**Contractor must complete all Work within forty-five (45) Working Days of the City's Notice to Proceed.**

Bidder acknowledges receipt of all addenda:

| Addendum: | Date Received: | Addendum: | Date Received: |
|---|---|---|---|
| #01 | N/A | #05 | |
| #02 | | #06 | |
| #03 | | #07 | |
| #04 | | #08 | |

Bidder's Name (Company): Commercial Waterproofing Systems, Inc. dba ERC Roofing & Waterproofing

Signature: Matt Clark
Print: Matt Clark
Title: Attorney-In-Fact for Garrett Clark, President
Date: 11/14/22

Signature: Matt Clark
Print: Matt Clark
Title: Attorney-In-Fact for Garrett Clark, Secretary
Date: 11/14/22

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.5**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Agreement 32300156 with CCS Los Angeles Janitorial, Inc. for Custodial Services at Oxnard Transportation Center.

## RECOMMENDATION

That the City Council approve and authorize an Agreement with CCS Los Angeles Janitorial, Inc. for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount over the entire possible contract term of $600,000 to provide custodial services for the Oxnard Transportation Center.

(This item is not considered a project under the California Environmental Quality Act).

(This item did not originate in Committee.)

## BACKGROUND

The Oxnard Transportation Center (OTC) has contracted custodial services for the past 20 years. The outsourcing custodial services delivers a full complement of services, including rubbish disposal, anti-bacterial agents, vacuuming, floor waxing, dusting, graffiti removal, window cleaning, polishing and thorough break and restroom sanitation. In addition, the vendor provides all cleaning supplies and provisions.

## DISCUSSION

On August 26, 2022, the City issued a formal Request for Proposal (RFP) PW 22-19 for custodial services at the Oxnard Transit Center (OTC) at 201 E. Fourth Street. A non-mandatory walk-through was conducted on September 8, 2022, and the RFP closed on October 7, 2021. The City received six proposals that were reviewed and evaluated by City staff as part of the solicitation process.

CCS Los Angeles Janitorial, Inc. (CCS) was selected through the awarding process, pursuant to the process outlined in the Oxnard Municipal Code. The RFP includes the site-specific custodial service requirements to ensure that the OTC receives the desired level of service. Staff has confirmed that CCS meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

## 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 total cost for this agreement with CCS Los Angeles Janitorial, Inc. shall not exceed $600,000 through January 31, 2026, if extended. Services provided to the OTC will commence February 4, 2023. Sufficient funds are available in the OTC operating budget for Fiscal Year 2022-23 in the Transportation Development Act (TDA) Fund 212. Funding for future years will be included in the proposed operating budget for City Council's consideration.

No General Fund money will be used for this Agreement. The following table shows the estimated spending plan for OTC. The below spending plan includes the contract allowed CPI and considers other estimated service level changes starting in FY 2023-24. "As-needed" costs are estimated within the Agreement to address additional one-time services that may be requested.

| TDA Fund 212 | Account | FY 22-23 5 months | FY 23-24 12 months | FY 24-25 12 months | FY 25-26 7 months | TOTAL |
|---|---|---|---|---|---|---|
| **OTC** | 90403201-53200 | $55,275 | $140,975 | $162,150 | $102,350 | **$460,750** |
| **As-Needed** | 90403201-53200 | $19,250 | $46,500 | $46,500 | $27,000 | **$139,250** |
| **Total** | | **$74,525** | **$187,475** | **$208,650** | **$129,350** | **$600,000** |

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Brian Yanez, Assistant Public Works Director*

**ATTACHMENTS**
1. Agreement 32300156
2. Presentation

Agreement No. 32300156

# TRADE SERVICE AGREEMENT
# BETWEEN
# THE CITY OF OXNARD AND CCS LOS ANGELES JANITORIAL, INC.

**By This Trade Services Agreement** ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of CCS Los Angeles Janitorial, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

**1. SUMMARY DESCRIPTION OF SERVICES.** [Oxnard Transit Center Custodial Services]

**2. PARTIES.**

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

CCS Los Angeles Janitorial, Inc. ("SERVICE PROVIDER"), a corporation of the State of California, located at 840 Apollo Street, Suite 307, El Segundo, CA 90245

**3. TERM OF AGREEMENT:** From (Date): February 4, 2023 To (Date): January 31, 2024

**3.1** Time is of the essence in this Agreement.

**3.2** Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with section 20 of this Agreement.

**3.3**_The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

**3.4** All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

**4. AGREEMENT AMOUNT:** $600,000

**5. AGREEMENT EXHIBITS**: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements
Exhibit D: Living Wage Policy

Exhibit E: Prevailing Wage Policy

**6. DESIGNATED REPRESENTATIVES.**

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

| CITY Designated Representative: | SERVICE PROVIDER Designated Representative: |
|---|---|
| Name: Brian Yanez | Name: Tony Ramirez |
| Title: Assistant Public Works Director | Title: General Manager |
| Phone: (805) 200-5412 | Phone: 949-554-8838 |
| Email: brian.yanez@oxnard.org | Email: tramirez@ccsbts.com |
| Mailing Address (if differs from above): | Mailing Address (if differs from above): |
| 305 West Third Street | PO Box 845112 |
| Oxnard, California 93030 | Los Angeles, CA 90084-5112 |

**7. CONTRACTUAL PREREQUISITES.**

**7.1.** This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

**7.2.** A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

**7.3.** All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

**7.4** SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

**8. SERVICE PROVIDER'S SERVICES.**

**8.1** SERVICE PROVIDER shall perform the tasks, obligations, and services set f forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

**8.2** The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

## 9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount that is listed in "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

## 10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

**10.1** Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: **invoices@oxnard.org**.

**10.2** Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER 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.

**10.3** SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

## 11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2 and 3.3, this Agreement shall not be extended.**

## 12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

## 13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

## 14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and

observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

**15. LAWFUL PERFORMANCE.**

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**16. SAFETY REQUIREMENTS.**

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

**17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.**

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon

completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

**17.1. Records and Inspections.** The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

**17.2. Deliverables.** SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

**17.3. Ownership – Generally.** All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

**17.4. Ownership of Documents.** Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

**17.5. Confidentiality.** Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

**17.6. Disclosure of Information.** SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. **No Warranty.** 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

## 18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

## 19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

## 20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

## 21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

## 22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

## 23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

**23.1** As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER 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 SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER'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.

**23.2** The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

**23.3** The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

**23.4** SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

## 24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

## 25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in

whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

**26. PREVAILING WAGE REQUIREMENTS.**

**26.1. Application.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

**26.2. Compliance with California Department of Industrial Relations (DIR).** To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

**26.3. Contract Splitting.** It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

**26.4. Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

**25. [RESERVED] -**

**26. [RESERVED] –**

**27. [RESERVED] -**

**28. DISPUTES.**

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

## 29. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

## 33. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

## 34. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

## 35. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER 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. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

## 36. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

## 37. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

## 38. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

## 39. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

## 40. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

**41. AUTHORITY TO EXECUTE.**

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

**42. EXECUTION – COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

**43. INCONSISTENT OR CONFLICTING TERMS.**

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

**43. ACKNOWLEDGEMENT.**

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

**[Signatures on next page]**

**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**

Jennifer Yates,[1] Date
Purchasing Agent

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Date
Attorney (always required)

**CCS LOS ANGELES JANITORIAL, INC.**

Dana Holladay, President [2] Date

Steve Larson, Date
Executive Vice President

[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.

**EXHIBIT A**

**TRADE SERVICE AGREEMENT**
**(CITY of Oxnard and CCS Los Angeles Janitorial, Inc.)**

**SCOPE OF SERVICES**

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➢ **Principal Items of Work:** The principal items of work shall include, but not be limited to the following, which are to be performed seven days per week:

- Graffiti Control

  - All interior walls, partitions, signs, phones, posts, and furnishings shall be kept free of all graffiti and checked for any signs of vandalism.
  - All vandalism will be reported to the Oxnard Transit Center (OTC) manager.

- Daily Services (Interior Services)

  - Empty all trash containers (twice daily, or as needed)
  - Vacuum all carpeted areas. Dust mop all floors, stairwells, and elevators
  - Dust and polish furniture
  - Mop all floors, stairwells, and elevator (utilize a No Rinse with optical Brightener)
  - Clean all service counters and reference desks including the office of the Gold Coast Transit
  - Clean, mop, and sanitize all restrooms (including exterior single unisex restroom), drinking fountains, and re-stock restrooms (twice daily, or as needed)
  - Clean, sanitize and polish all various restroom fixtures, including toilet bowls, urinals, diaper-changing stations, and hand basins (twice daily, or as needed)
  - Clean elevator
  - Remove dust and cobwebs from ceiling areas
  - Turn on those lights necessary for cleaning. Turn off lights not required when leaving each area
  - Change all burned-out lamps
  - Clean all glass and mirrors
  - Sweep and hose down the exterior of the entrance areas. Remove all gum and other stains
  - Check restrooms for cleanliness and stock prior to leaving the building for the day to include Gold Coast Transit switches as needed
  - Spot clean floors and carpets as needed
  - Clean all doors, door frames and hardware, partitions, counters, metalwork, walls, railings, and around wall switches as needed
  - Clean all furniture as needed

- Daily Services (Exterior of Facility)

- Monitor and remove trash and debris from Gold Coast Transit District (GCTD), Greyhound bus and train loading areas, and all OTC parking lots and landscaped areas
- Provide graffiti clean-up for GCTD, Greyhound, and train loading areas, all parking lots, sidewalks, and related flower and planter beds
- Sweep sidewalks around OTC building including train platform and loading areas
- Monitor and remove trash and debris from the exterior property of OTC (parking lots, bus and train areas, and landscaped areas)
- Clean dirt and debris, including bird droppings from exterior building and exterior directional signs within reach
- Empty all trash and recycle containers (twice daily, or as needed)

- <u>Weekly Services</u>

  - Clean and sanitize all OTC drinking fountains
  - Low dust all horizontal surfaces to hand height, (36”) including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.
  - High dust all horizontal surfaces, including shelves, moldings, and ledges
  - Clean entire interior glass in partitions and doors
  - Clean outside sidewalks, removing gum or other debris

- <u>Monthly Services</u>

  - Dust all horizontal surfaces over 60 inches each month
  - Spot clean furniture
  - Power scrub interior floors to remove scuffs and heel marks

- <u>Bi-Monthly Services</u>

  - Power -wash the three public entrances to OTC and other areas as requested
  - Power-wash GCTD, Greyhound, and bus and train loading areas
  - Power-wash benches & trash cans

- <u>Quarterly Services</u>

  - Shampoo carpets
  - Clean blinds and curtains
  - Dust Venetian blinds
  - Clean all vents and walls

- Annual Services

  - Clean inside light fixtures
  - Wash walls
  - Shampoo/Extract “steam clean all interior carpets”
  - Clean exterior and interior building windows in June

- Services as Requested

  - Perform Emergency cleaning tasks
  - Other Services as requested

➢ **Material, Equipment and Supplies:** The contractor, at his/her own cost and expense, shall furnish all necessary materials, equipment, and supplies of good quality and in good working order, and in the amounts necessary to accomplish an acceptable and professional level of maintenance. Due to the high traffic of pedestrians, the contractor will also be required to have and utilize a commercial hard floor cleaner that simultaneously mops and absorbs water.

- Equipment and Supplies

  - Equipment shall be maintained in a state of good repair
  - When equipment is not functioning, the contractor will obtain a replacement until the equipment is repaired, if applicable
  - Contractor shall be responsible for handling and securing materials, supplies, and equipment on the premises to prevent waste, damage, theft, and vandalism. The supplies and materials shall include, but are not limited to:

    - All necessary cleaning equipment, supplies, dispensers, application bottles, and related items
    - All necessary lamps, bulbs, lights, and paper products including toilet paper, toilet seat covers, towels, and related items
    - All necessary hand soap, room deodorant, urinal deodorant, disinfectant, enzymes, and related items
    - The use of paper products made from recycled products is required
    - All trash container supplies, including any trash receptacle liners
    - Only the highest quality and premium grade paper supplies and hand soap shall be used in the OTC restrooms such as or equivalent to, Fort James Stay Free Seat Covers (5000/cs), Natural Roll Paper Towels (6/800/cs), Toilet Tissue 2-ply SS #37-60 I (500/rl, 96/cs), and Total Performance White Lotion hand soap
    - Custodial closet areas will be kept clean, and free of debris and odor. All supplies will be stored in a neat orderly manner and in such a way as to prevent injury to City or Contractor employees

- Contractor will submit a list of all products and their specifications for approval prior to their use in any facility
    - Only City approved products shall be utilized
- Contractor is responsible for supplying Safety Data Sheets (SDS) to City Project Manager for any and all cleaning liquids, chemicals, solvents additive, floor waxes, etc., that the Contractor is using. These will be kept on file for immediate access in each of the Contractor serviced locations and updated as needed

- <u>Employee Conduct</u>
    - Employees of the Contractor shall not:
        - Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee
        - Remove any City property or personal property, equipment, monies, forms, or any item from the facilities
        - Engage in horseplay or loud boisterous behavior
        - Be under the influence of alcohol or drugs
        - Gamble
        - Smoke in any building
        - Use the City telephone except those designated by the City for purposes of business under this contract, except to report the need of medical aid, fire, or need of law enforcement (dial 911)
        - Open any desk, file cabinet, or storage cabinet
        - Remove any articles from desks
        - Consume any food or beverage, other than brought with or purchased by the employee and only in areas designated as break or lunch rooms

- <u>Employee Appearance and Identification</u>
    - Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees
    - Each employee shall possess an identification badge and/or uniform
    - Identification badges may be worn on collared shirts or tee shirts with company logos
    - Each employee shall be required to wear long pants
    - No shorts, skirts, or open-toed shoes are allowed

- Security

  - Only authorized employees of the City and Contractor are allowed in the facilities at any time. All such employees must be working while inside the facilities

  - Contractor shall sign for and be responsible for all keys issued to contractor's staff. Contractor shall pay City a minimum of $25.00 per lost key and shall pay for all building re-keying necessary due to the lost key, as determined by City

- Schedule

  - Contractor shall submit a work schedule for City approval prior to the start of the contract. Work schedule shall include the number of employees and their hours each day throughout the week including Sundays.

- Quality Control Program

  - Contractor shall provide and maintain a Quality Control Program for all work conducted and as specified in this agreement
  - A Weekly spreadsheet report and photos must be submitted to the OTC manager quantifying the work performed on daily services (interior & exterior), graffiti, weekly services, monthly services, bi-monthly services, quarterly services, and annual services.
  - Contractor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place to City prior to commencing contracted work and upon demand at any time by City.

➢ **Employment Practices:** Contractor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

➢ **Property Damage:** Contractor shall be responsible for any damage to facilities or contents resulting from activities performed by or on behalf of the Contractor; products and completed operations of the Contractor during the performance of the contract. In the event that there is damage to City property, the Contractor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of the City.

➢ **Missed Cleanings:** Should the Contractor fail to provide a scheduled janitorial service the City will automatically remove payment for that service from the invoice. Continued failure to provide the appropriate service on schedule may result in termination of the contract.

➢ **Labor Strike:** It is the Contractor's responsibility to provide continuous maintenance services, without interruption, to all buildings and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Contractor's normal rates (which will be deducted from the Contractor's payment) to the City being borne by the Contractor.

➢ **Employee Removal:** The City reserves the right to reject any representative of the Contractor's workforce. It shall be the Contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall remove an employee from assignment at City's request.

➢ **The Displaced Janitors Opportunity Act (California Labor Code SB 1060 et seq.)**

- California law prohibits at-will termination of janitors and building maintenance personnel under certain circumstances. The Displaced Janitors Opportunity Act (DJOA), enacted in 2002, affects contractors and subcontractors who are awarded janitorial and building maintenance contracts within 30 days of the termination of another janitorial or building maintenance contractor or subcontractor's contract at the same facility.

- The DJOA requires the awarded Contractor with 25 or more employees to hire and retain the previous contractor's employees for 60 days unless: (A) an employee had less than 4 months of service at the site covered by the successor's contract, or (B) the successor has just cause to refuse the hired employee. In this context, "just cause" is defined as "reasonable and substantial cause not to hire a particular employee based on that employee's performance or conduct while performing under the terminated contract." It remains an open question as to whether something occurring prior to that employee's hire (such as resume fraud, failure to disclose a prior conviction, or a customer imposing a condition that individuals with certain types of prior convictions would not be permitted on site), but ignored or disregarded by the previous contractor, can be used by the successor to deny employment.

- During the 60-day period after commencing work under the contract, the successor must maintain a preferential hiring list of eligible employees whom it did not retain. It must use that list to hire any additional employees until all of the terminated contractor's employees have been offered employment. When a contractor is terminated, the contractor must provide a list of employees at the site to the person or company to whom they are providing services. The successor must also maintain a list of employees employed at the site, including a list of the many terminated employees who were not retained (stating the reason why they were not retained).

# EXHIBIT B

## TRADE SERVICE AGREEMENT
## (CITY of Oxnard and CCS Los Angeles Janitorial, Inc.)

## SCHEDULE OF COMPENSATION

| Services | Monthly Cost |
|---|---|
| Janitorial | $11,054.40 |

| Oxnard Transit Center | Cost per Staff Hour | Cost per Staff Hour for Special Requests / Emergency Cleaning | Estimated Total Weekly Billed Staff Hours |
|---|---|---|---|
| Service (All-inclusive, Furnish Labor, Materials, Supplies & Equipment | $31.77 | $45.00 | 80 |

# EXHIBIT C

## TRADE SERVICES AGREEMENT
## (CITY of Oxnard and CCS Los Angeles Janitorial, Inc.)

## INSURANCE REQUIREMENTS

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**Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.**

**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 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance 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.

## 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 notes 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-B.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**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG. $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER** | | | | |

SAMPLE

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

**CERTIFICATE HOLDER**

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

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL _30_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ 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 | | |
| ☐ _____ | | |
| ☐ _____ | | |

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**
Name: _____
Address: _____
_____
Telephone: (  ) _____

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

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

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

## ENDORSEMENT HOLDER

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

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
*(original signature required)*

Telephone: (  ) Date Signed _____

Agreement No. 32300156

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

**SUBMIT IN DUPLICATE**

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

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

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

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

1. **INSURED**. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

## ENDORSEMENT HOLDER

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

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

Rev. 12/22 INS-B.doc

# EXHIBIT D

## TRADE SERVICES AGREEMENT
## (CITY of Oxnard and CCS Los Angeles Janitorial, Inc.)

## LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS**
**EFFECTIVE JULY 1, 2022**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

# EXHIBIT E

## TRADE SERVICES AGREEMENT
## (CITY of Oxnard and CCS Los Angeles Janitorial, Inc.)

## PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable

apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified

prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

# Agreement 32300156 with CCS Los Angeles Janitorial, Inc. for Custodial Services at Oxnard Transportation Center

Public Works and Transportation Committee
December 27, 2022

Brian Yanez
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION



That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with CCS Los Angeles Janitorial, Inc. for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount over the entire possible contract term of $600,000 to provide custodial services for the Oxnard Transportation Center

# BACKGROUND



- The Oxnard Transportation Center (OTC) has contracted custodial services for the past 20 years

- Contracted custodial services provides a full complement of services for the interior and exterior at the OTC including rubbish disposal, anti-bacterial agents, vacuuming, floor waxing, dusting, graffiti removal, window cleaning, polishing and thorough break and restroom sanitation. In addition, the vendor provides all cleaning supplies and provisions

- Additionally, the vendor provides all necessary equipment, cleaning supplies and provisions

# DISCUSSION



- On August 26, 2022, the City issued a formal Request for Proposal (RFP) PW 22-19 for custodial services
- A non-mandatory walk-through was conducted on September 8, 2022
- October 7, 2022 the RFP closed and six bids were received
- CCS Los Angeles Janitorial, Inc. (CCS) was selected through the awarding process, pursuant to the process outlined in the Oxnard Municipal Code

# FINANCIAL IMPACT



- Total cost for this agreement with CCS Los Angeles Janitorial, Inc. shall not exceed $600,000 through February 4, 2026, if extended
- Sufficient funds are available in the Oxnard Transportation Fund
- The “As-Needed” amounts are a contingency that will be applied for any one-time or unforeseen emergencies
- No General Fund money will be used for this agreement

# Estimated Spending Plan

| Fund | Account | FY 22-23<br>5 months | FY 23-24<br>12 months | FY 24-25<br>12 months | FY 25-26<br>7 months | TOTAL |
|---|---|---|---|---|---|---|
| OTC | 90403201-53200 | $55,275 | $140,975 | $162,150 | $102,350 | $460,750 |
| As-Needed | 90403201-53200 | $19,250 | $46,500 | $46,500 | $27,000 | $139,250 |
| Total | | $74,525 | $187,475 | $208,650 | $129,350 | $600,000 |

CITY OF
OXNARD
CALIFORNIA

# QUESTIONS

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.6**

**DATE:** January 17, 2023

**TO:** Oxnard Community Development Commission Successor Agency

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

**SUBJECT:** Eighth Annual Recognized Obligation Payment Schedule 2023-24.

## RECOMMENDATION

That the Community Development Commission Successor Agency adopt a Resolution approving the Eighth Annual Recognized Obligation Payment Schedule (ROPS) 23-24 covering the period of July 1, 2023 - June 30, 2024.

## BACKGROUND

As part of the 2011 Budget Act, and to protect funding for core public services at the local level, the California Legislature approved the dissolution of the state's 400 plus Redevelopment Agencies (RDAs). On February 1, 2012, all RDAs in the state of California were officially dissolved. As a result of eliminating RDAs, property tax revenues are now used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are allocated to cities, counties, special districts, and school and community college districts.

To help facilitate the wind-down process at the local level, each city formed a Successor Agency (SA), which manages redevelopment projects currently underway, makes payments on enforceable obligations, and disposes of redevelopment assets and properties. In the City of Oxnard, the City Council acts as the SA to Oxnard's former RDA, the Community Development Commission. Each SA has an Oversight Board (OB) that supervises its work. As specified in California Senate Bill 107 and beginning on July 1, 2018, all OBs in the County were consolidated into one OB, the Ventura County Consolidated Oversight Board (County OB). The 7-member County OB comprises representatives of the local agencies from Ventura County cities, special districts, and K-14 educational agencies. The County OB members have a fiduciary responsibility to holders of enforceable obligations and the local agencies that would benefit from property tax distributions from the former redevelopment project areas.

Pursuant to California Health and Safety Code Section 34177(l)(1), the City, as SA to the former Oxnard Community Development Commission, is required to prepare an annual ROPS documenting the enforceable obligations of the former RDA for the coming fiscal year. This ROPS covers the period July 1, 2023, through June 30, 2024 (ROPS 23-24) and, per California Health and Safety Code Section 34177(m), must be submitted to the California Department of Finance (DOF) after approval by the County OB, no later than February 1, 2023.

The ROPS 23-24 period totals $10,076,739 in SA enforceable obligations. These obligations include bond debt service, developer agreement payments, special tax district assessment, property tax analysis agreements, and contracts enforceable by the SA. The majority of the SA's ROPS 23-24 enforceable obligations, approximately $5.9 million, come from the debt service from the bonds issued by the former RDA in prior years, before the dissolution of redevelopment in the City. This year's ROPS has no change to the number of items on the list and the overall obligation is also relatively the same as last year (2022-23 ROPS total: $10,074,694 vs 2023-24 ROPS total: $10,076,739). One item of note is the reduction to $0 (from $50K) of the "property disposition" obligation with Kane, Ballmer, and Berkman due to all SA properties being disposed of in the 22-23 fiscal year.

## 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

Approval of the Eighth Annual ROPS 23-24 will facilitate the SA's ability to continue paying the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to avoid triggering an event of default under any enforceable obligations. Certification of the ROPS allows the SA to collect property tax revenues from the Ventura County Auditor-Controller in an amount sufficient to pay the obligations listed on the ROPS 23-24 on time.

The General Fund is not responsible for these enforceable obligations.

The Eighth Annual ROPS 23-24 must be submitted to the DOF by February 1, 2023. If this deadline is not met, the City is subject to a civil penalty of $10,000 every day that a SA is past due on submission.

## COMMITTEE OUTCOME

As this is a routine item considered annually, this item did not originate in Committee.

*Prepared by: Adam Smith, Project Manager*

## ATTACHMENTS

1. Oxnard ROPS 23-24 SA Form
2. Oxnard ROPS 23-24 SA Resolution (1)

## Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
## Filed for the July 1, 2023 through June 30, 2024 Period

**Successor Agency:** Oxnard

**County:** Ventura

| Current Period Requested Funding for Enforceable Obligations (ROPS Detail) | 23-24A Total (July - December) | 23-24B Total (January - June) | ROPS 23-24 Total |
|---|---|---|---|
| **A Enforceable Obligations Funded as Follows (B+C+D)** | **$ 2,625,847** | **$ -** | **$ 2,625,847** |
| B Bond Proceeds | - | - | - |
| C Reserve Balance | 2,625,847 | - | 2,625,847 |
| D Other Funds | - | - | - |
| **E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)** | **$ 2,116,764** | **$ 5,334,128** | **$ 7,450,892** |
| F RPTTF | 2,034,264 | 5,251,628 | 7,285,892 |
| G Administrative RPTTF | 82,500 | 82,500 | 165,000 |
| **H Current Period Enforceable Obligations (A+E)** | **$ 4,742,611** | **$ 5,334,128** | **$ 10,076,739** |

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

**Oxnard**
**Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail**
**July 1, 2023 through June 30, 2024**

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | ROPS 23-24A (Jul - Dec) | | | | | | ROPS 23-24B (Jan - Jun) | | | | | |
| | | | | | | | | | | | Fund Sources | | | | | | Fund Sources | | | | | |
| Item # | Project Name | Obligation Type | Agreement Execution Date | Agreement Termination Date | Payee | Description | Project Area | Total Outstanding Obligation | Retired | ROPS 23-24 Total | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | 23-24A Total | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | 23-24B Total |
| | | | | | | | | $76,243,853 | | $10,076,739 | $- | $2,625,847 | $- | $2,034,264 | $82,500 | $4,742,611 | $- | $- | $- | $5,251,628 | $82,500 | $5,334,128 |
| 1 | CCRP Tax Allocation Refunding Bond 2004 | Bonds Issued On or Before 12/31/10 | 04/13/2004 | 09/01/2026 | Wells Fargo/ Finance | Downtown Infrastructure, Capital Improvement Projects and Façade Program; including debt management costs | CCRP | 4,765,921 | N | $2,331,384 | - | 1,112,044 | - | - | - | $1,112,044 | - | - | - | 1,219,340 | - | $1,219,340 |
| 2 | CCRP Assessment District Payment | Property Maintenance | 07/01/2006 | 06/30/2024 | Ox. Downtown Mgmt District | Property Based Improvement District Payment | CCRP | - | N | $- | - | - | - | - | - | $- | - | - | - | - | - | $- |
| 10 | Project Management | Project Management Costs | 01/01/2014 | 06/30/2024 | City Community Development | Property management, project management and inspection | Central City Revitalization Project | 6,200 | N | $6,200 | - | - | - | 6,200 | - | $6,200 | - | - | - | - | - | $- |
| 15 | Project Management | Project Management Costs | 01/01/2014 | 06/30/2024 | City Community Development | Property management, project management and inspection | Downtown | 10,000 | N | $10,000 | - | - | - | 10,000 | - | $10,000 | - | - | - | - | - | $- |
| 17 | HERO Tax Alloc Bond 2006 | Bonds Issued On or Before 12/31/10 | 12/13/2006 | 09/01/2036 | Wells Fargo/ Finance | Street Reconstruction Projects; including debt management costs | HERO | 10,601,510 | N | $1,362,870 | - | 584,616 | - | - | - | $584,616 | - | - | - | 778,254 | - | $778,254 |
| 18 | HERO Tax Alloc Bond 2008 | Bonds Issued On or Before 12/31/10 | 06/17/2008 | 09/01/2038 | Wells Fargo/ Finance | RiverPark Parking Structure Infrastructure; including debt management costs | HERO | 12,868,289 | N | $1,220,637 | - | 500,709 | - | - | - | $500,709 | - | - | - | 719,928 | - | $719,928 |
| 24 | HERO RiverPark | OPA/DDA/ Construction | 05/18/2010 | 06/30/2036 | U.S. Bank, NA | Affordable Housing | HERO | 9,500,000 | N | $675,253 | - | - | - | 337,626 | - | $337,626 | - | - | - | 337,627 | - | $337,627 |
| 40 | HERO RiverPark MOU to OPA | OPA/DDA/ Construction | 09/26/2010 | 06/30/2036 | U.S. Bank, NA | Infrastructure reimbursement payments per MOU to OPA | HERO | 20,450,000 | N | $1,482,076 | - | - | - | 741,038 | - | $741,038 | - | - | - | 741,038 | - | $741,038 |

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | ROPS 23-24A (Jul - Dec) | | | | | | ROPS 23-24B (Jan - Jun) | | | | | |
| | | | | | | | | | | | Fund Sources | | | | | | Fund Sources | | | | | |
| Item # | Project Name | Obligation Type | Agreement Execution Date | Agreement Termination Date | Payee | Description | Project Area | Total Outstanding Obligation | Retired | ROPS 23-24 Total | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | 23-24A Total | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | Admin RPTTF | 23-24B Total |
| 44 | Project Management | Project Management Costs | 01/01/ 2014 | 06/30/2024 | City Employees | Property management, project management and inspection | HERO | 8,000 | N | $8,000 | - | - | - | 8,000 | - | $8,000 | - | - | - | - | - | $- |
| 48 | Ormond Beach Tax Alloc Bond 2006 | Bonds Issued On or Before 12/ 31/10 | 12/13/ 2006 | 09/01/2036 | Wells Fargo | Street Reconstruction Project | Ormond Beach | 4,425,319 | N | $618,442 | - | 272,214 | - | - | - | $272,214 | - | - | - | 346,228 | - | $346,228 |
| 49 | Project Management | Project Management Costs | 01/01/ 2014 | 06/30/2024 | City Employees | Property management, project management and inspection | Ormond Beach | 5,000 | N | $5,000 | - | - | - | 5,000 | - | $5,000 | - | - | - | - | - | $- |
| 50 | Southwinds Tax Allocation Bond 2006 | Bonds Issued On or Before 12/ 31/10 | 12/13/ 2006 | 09/01/2036 | Wells Fargo | Street Reconstruction Bond | Southwinds | 2,528,614 | N | $354,077 | - | 156,264 | - | - | - | $156,264 | - | - | - | 197,813 | - | $197,813 |
| 51 | Project Management | Project Management Costs | 01/01/ 2014 | 06/30/2024 | City Employees | Property management, project management and inspection | Southwinds | 5,000 | N | $5,000 | - | - | - | 5,000 | - | $5,000 | - | - | - | - | - | $- |
| 52 | Downtown Lease Guarantee Pmt 50% | OPA/DDA/ Construction | 11/26/ 2003 | 11/26/2030 | Oxnard Theater Group | *Downtown Theater lease guarantee payment | CCRP/DT | 10,895,000 | N | $1,822,800 | - | - | - | 911,400 | - | $911,400 | - | - | - | 911,400 | - | $911,400 |
| 63 | Trustee Services | Fees | 01/01/ 2014 | 06/30/2024 | Wells Fargo Bank | Debt service administration for bond issues | CCRP/ HERO/SW/ Ormond | 10,000 | N | $10,000 | - | - | - | 10,000 | - | $10,000 | - | - | - | - | - | $- |
| 98 | Litigation for Future Legal Costs | Litigation | 01/01/ 2003 | 06/30/2024 | Kane, Ballmer, and Berkman | Agency Legal Counsel | All | - | N | $- | - | - | - | - | - | $- | - | - | - | - | - | $- |
| 101 | Disposition of Successor Agency Property | Property Dispositions | 01/01/ 2017 | 06/30/2024 | Kane, Ballmer, and Berkman | Agency Legal Counsel | | - | N | $- | - | - | - | - | - | $- | - | - | - | - | - | $- |
| 106 | Admin Costs | Admin Costs | 07/01/ 2022 | 06/30/2024 | Oxnard CDC Successor Agency | Admin Costs | | 165,000 | N | $165,000 | - | - | - | - | 82,500 | $82,500 | - | - | - | - | 82,500 | $82,500 |

**Oxnard**
**Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances**
**July 1, 2020 through June 30, 2021**
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

| A | B | C | D | E | F | G | H |
|---|---|---|---|---|---|---|---|
| | | **Fund Sources** | | | | | |
| | | **Bond Proceeds** | | **Reserve Balance** | **Other Funds** | **RPTTF** | |
| | **ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)** | Bonds issued on or before 12/31/10 | Bonds issued on or after 01/01/11 | Prior ROPS RPTTF and Reserve Balances retained for future period(s) | Rent, grants, interest, etc. | Non-Admin and Admin | **Comments** |
| | | | | | | | |
| 1 | **Beginning Available Cash Balance (Actual 07/01/20)** RPTTF amount should exclude "A" period distribution amount. | 3,171,842 | | 2,512,625 | 181,682 | 1,505,331 | |
| 2 | **Revenue/Income (Actual 06/30/21)** RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller | 99,515 | | | 79,196 | 6,521,364 | |
| 3 | **Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)** | 125 | | 2,512,625 | 18,331 | 4,704,476 | |
| 4 | **Retention of Available Cash Balance (Actual 06/30/21)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s) | 3,271,232 | | | | 3,217,405 | |
| 5 | **ROPS 20-21 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC | | No entry required | | | 104,814 | |
| 6 | **Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)** | **$-** | **$-** | **$-** | **$242,547** | **$-** | |

**Oxnard**
**Recognized Obligation Payment Schedule (ROPS 23-24) - Notes**
**July 1, 2023 through June 30, 2024**

| Item # | Notes/Comments |
|---|---|
| 1 | |
| 2 | |
| 10 | |
| 15 | |
| 17 | |
| 18 | |
| 24 | |
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| 98 | |
| 101 | |
| 106 | |

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. _____

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY ADOPTING AN EIGHTH ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 23-24) FOR JULY 1, 2023 – JUNE 30, 2024

WHEREAS, Assembly Bill x1 26 ("AB 26") and AB x1 27 ("AB 27") were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission was dissolved as of February 1, 2012, such that the Community Development Commission shall be deemed a former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in *California Redevelopment Association v. Matosantos*, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule ("ROPS") must be prepared; and

WHEREAS, California Health and Safety Code Section 34171(h) and 34177(m) provide that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, on April 24, 2012, the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012, the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance's revised ROPS format; and

WHEREAS, on May 8, 2012, a revised Amended ROPS I was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012, through June

30, 2012; and

WHEREAS, on May 8, 2012, a ROPS II was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012, through December 31, 2012; and

WHEREAS, on July 22, 2012, a ROPS III was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2013, through June 30, 2013; and

WHEREAS, on February 12, 2013, a ROPS IV (13-14A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2013, through December 31, 2013; and

WHEREAS, on September 10, 2013, a ROPS V (13-14B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2014, through June 30, 2014; and

WHEREAS, on February 11, 2014, a ROPS VI (14-15A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2014, through December 31, 2014; and

WHEREAS, on September 9, 2014, a ROPS VII (14-15B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2015, through June 30, 2015; and

WHEREAS, on February 24, 2015, a ROPS VIII (15-16A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2015, through December 31, 2015; and

WHEREAS, on September 1, 2015, a ROPS IX (15-16B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2016, through June 30, 2016; and

WHEREAS, SB 107 terminates the every six months ROPS timeline as of December 31, 2015, and instead requires annual ROPS reporting starting with the first annual ROPS 16-17 for the period beginning July 1, 2016, and ending June 30, 2017; and

WHEREAS, California Health and Safety Code Section 34177(o) provides that a successor agency must prepare a ROPS every twelve months; and

WHEREAS, on January 19, 2016, the First Annual ROPS (16-17) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2016, through June 30, 2017; and

WHEREAS, on January 24, 2017, the Second Annual ROPS (17-18) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2017, through June 30, 2018; and

WHEREAS, on January 23, 2018, the Third Annual ROPS (18-19) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2018, through June 30, 2019; and

WHEREAS, on September 11, 2018, an amended Third Annual ROPS (18-19B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2019, through June 30, 2019; and

WHEREAS, on January 8, 2019, the Fourth Annual ROPS (19-20) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2019, through June 30, 2020; and

WHEREAS, on January 7, 2020, the Fifth Annual ROPS (20-21) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2020, through June 30, 2021; and

WHEREAS, on September 1, 2020, an amended Fifth Annual ROPS (20-21B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2021, through June 30, 2021; and

WHEREAS, on January 19, 2021, a Sixth Annual ROPS (21-22) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2021, through June 30, 2022; and

WHEREAS, on January 18, 2022, a Seventh Annual ROPS (22-23) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2022, through June 30, 2023; and

WHEREAS, on January 17, 2023, the Successor Agency was presented the proposed Eighth Annual ROPS (23-24) which identifies each enforceable obligation on which payments will be required during the period of July 1, 2023, through June 30, 2024.

NOW, THEREFORE, THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The attached Proposed ROPS is hereby adopted.

Section 4. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to modify, adjust or remove line items pending the outcome of review by the Oversight Board, the County Auditor-Controller, and/or the California Department of Finance and to format the ROPS to conform with State Department of Finance requirements not yet published, and to take all necessary and appropriate actions to prepare and submit the ROPS, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board, the County Auditor-Controller and/or the California Department of Finance. The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ___ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Chairman

ATTEST:

_____
Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

_____
Stephen M. Fischer, General Counsel

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.7**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Resolution Commending Regina Martin for Thirty-Two Years of Service to the City of Oxnard.

## RECOMMENDATION

That the City Council adopt a resolution commending Regina Martin for Thirty-Two Years of Service to the City of Oxnard.

(This item did not originate in Committee.)

## BACKGROUND

On December 23, 2022, Regina Martin will retire after thirty-two years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department.

Regina Martin began her career with the City of Oxnard as a Police Records Clerk in 1990, and thereafter she was promoted, accepting positions of increasing responsibility, scope and challenge, and will retire as a Police Records Technician II. The City of Oxnard would like to both thank her, and commend her for her service.

## 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: Nellie Estrada, Administrative Assistant*

## ATTACHMENTS

1. Resolution Commending Regina Martin

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING REGINA MARTIN FOR 32 YEARS OF EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Regina Martin has given over 32 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Regina Martin began her career with the City of Oxnard as a Police Records Clerk on April 16, 1989, and thereafter she was promoted accepting positions of increasing responsibility, scope and challenge resulting in her achieving her final position of Police Records Technician II; and

WHEREAS, Regina Martin exemplified administrative proficiency through her depth of knowledge of police records laws and policies, interpersonal skills, public service dedication, and her commitment to provide exceptional external and internal customer service; and

WHEREAS, throughout her career Regina Martin earned a reputation for being a dedicated, dependable, courteous, reliable, and responsible employee by her coworkers, peers and the community members she's worked with; and

WHEREAS, Regina Martin, has throughout her career, held the best interest of the City, which at times meant sacrificing time with her family for work; and

WHEREAS, Regina Martin will be missed in City government and in the community she has served for the last 32 years.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Regina Martin for over 32 years of exemplary service to the City of Oxnard and extends best wishes for a fun and fulfilling retirement with family and friends.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

PASSED AND ADOPTED THIS 17th day of January 2023, 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**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.8**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Adoption of Ordinance No. 3022 - Regulating the Use and Distribution of Expanded Polystyrene Foodware and Products in the City of Oxnard.

## RECOMMENDATION

That the City Council adopt Ordinance No. 3022 titled "Ordinance of the City of Oxnard, California adding Article XXV to Chapter 7 of the Oxnard City Code prohibiting the use, manufacturing, distribution, and sale of designated polystyrene products" and find that the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines.

## BACKGROUND

Ordinance No. 3022 was introduced to the City Council at its January 3, 2023 meeting. The Council introduced the ordinance for first reading for future adoption with a 6-0 vote. Staff has received no comments on the ordinance since its introduction. If adopted by Council on January 17, 2023, the ordinance will take effect in thirty days, on February 15, 2023.

Small grammatical edits were made to the Ordinance after the first reading on January 3, 2023. The edits added a comma in the title of section 7-355 and removed Part 7 to conform to the City's ordinance template.

## 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

Enforcement of this ordinance will occur as part of the Community Development Department/Code Compliance Division's normal operations. Enforcement will not be proactive and will follow typical site inspection processes.

## 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 City Council approval.

*Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Chelsey Ballot, Deputy City Attorney, Rosheil Ramirez, Data Entry Operator*

## ATTACHMENTS

1. Polystyrene Ban Ordinance

**CITY COUNCIL OF THE CITY OF OXNARD**

ORDINANCE NO. 3022

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA ADDING ARTICLE XXV TO CHAPTER 7 OF THE OXNARD CITY CODE PROHIBITING THE USE, MANUFACTURING, DISTRIBUTION, AND SALE OF DESIGNATED EXPANDED POLYSTYRENE PRODUCTS

WHEREAS, in 2015, the Governor of California approved Senate Bill (SB) 246 creating the Integrated Climate Adaptation and Resiliency Program to develop a cohesive and coordinated response to climate change impacts across State, local, and regional levels; and

WHEREAS, in response to SB 246, the City began preparing a Climate Action and Adaptation Plan (CAAP); and

WHEREAS, the City intends to regulate Polystyrene Plastic as a strategy to achieve the environmental and climate goals of the CAAP; and

WHEREAS, Polystyrene Plastic includes Expanded Polystyrene (EPS), known by the trademark Styrofoam, which is commonly used for single-use plates, cups, take-out food containers, and packing materials; and

WHEREAS, EPS is a petroleum-based lightweight plastic material that is slow to degrade and, if disposed of improperly, can leach chemicals into the environment harming water sources; and

WHEREAS, due to its fragility, EPS is one of the most prevalent and hard-to-remove items found on our storm drains, creeks, rivers, beaches, parks, and open space; and

WHEREAS, EPS is frequently used by restaurants and food establishments, including mobile food trucks/vehicles/food vendors, street and sidewalk vendors, and outdoor food sales, as containers for take-out food orders or for leftover food after dining; and

WHEREAS, plastics persist in the environment for hundreds of years, breaking down into ever smaller pieces through photo, physical, and biological degradation, and enter the food chain when ingested by animals that mistake them for food; and

WHEREAS, the California Coastal Commission developed "A Plan of Action from The Plastic Debris Project" in 2006 with funding from the State Water Resources Control Board, that recommends local government impose limits, bans, and prohibitions on materials that commonly become litter and marine debris; and

WHEREAS, manufacturing EPS creates enormous amounts of hazardous waste; and

WHEREAS, no EPS foodware products are recycled locally; and

WHEREAS, to successfully recycle EPS material, it must be clear of oils, food residue, tape, cardboard material, and all possible contaminants, which makes it difficult and costly to process; and

WHEREAS, more than one hundred municipalities in California have adopted ordinances prohibiting or restricting the distribution of polystyrene products and requiring their replacement with cost-effective reusable, recyclable, and/or biodegradable alternatives.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

Part 2. Article XXV is hereby added to Chapter 7 of the Oxnard City Code to read as follows:

"SEC.7-348. GENERAL PROVISIONS

(A) This Article shall be known as "City of Oxnard Prohibition of Designated Expanded Polystyrene Products Ordinance".

(B) Purpose and Intent. The purpose of this Article is to establish standards and procedures for the distribution, manufacture, and use of expanded polystyrene (EPS) packaging and foodware to achieve environmental and climate change goals under the City's Climate Action and Adaptation Plan by prohibiting the manufacture, distribution and use of EPS products and foodware within the City of Oxnard.

SEC. 7-349. DEFINITIONS

For the purposes of this Article, the following definitions shall apply:

(A) "Compostable" means all the materials in the product or package will break down, or otherwise become part of usable compost (e.g. soil-conditioning material, mulch). To be considered "Compostable", disposable foodware must meet American Society for Testing and Materials (ASTM) Standards for compostable materials and must be certified by the Biodegradable Products Institute (BPI) as such.

(B) "Disposable foodware" or "Disposables" means single-use, disposable products used for serving, transporting, or consuming prepared food, including but not limited to plates, bowls, trays, wrappers or wrapping, platters, cartons, hinged food containers, condiment containers, cups or drink ware, or any other container in or on which prepared foods are placed or packaged for consumption.

(C) "Distribute" means to provide or offer to provide an item, either as a separate transaction or as part of a transaction for another item, regardless of whether compensation is received.

(D) "Encapsulated EPS products" means expanded polystyrene products that have been completely encased by a more durable material that protects the EPS material from disintegration and makes the product suitable for reuse multiple times.

(E) "Expanded polystyrene" or "EPS" means polystyrene that has been expanded or blown using a gaseous blowing agent into a solid foam. EPS is colloquially called "Styrofoam," a Dow Chemical Co. trademark form of polystyrene foam insulation.

(F) "Expanded polystyrene product" or “EPS product” means any item such as a non-encased cooler or ice chest, cup, bowl, plate, hinged food container (clamshell), shipping box, packing material, or any other item made from expanded polystyrene.

(G) "Food provider" means any person or public agency, including the City, that distributes prepared food within the City to the public to be consumed on the premises or for take-away consumption. Food provider includes but is not limited to (1) a grocery store, supermarket, delicatessen, restaurant, drive-thru, quick-service food, cafe, cafeteria, coffee shop, snack shop, public food market, farmers' market, convenience store, employee cafeterias operated at businesses located within the City or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, street and sidewalk vendors and outdoor food sales, vending machine or similar mobile outlet. Food Provider also includes any business, organization, or group that regularly provides Prepared Food to its members or the public as part of its activities or services.

(H) “EPS foodware” or “EPS disposable foodware” means disposable foodware made in whole or in part from EPS.

(I) "Polystyrene" means a thermoplastic petrochemical material utilizing the styrene monomer, including but not limited to polystyrene foam or EPS, processed by any number of techniques, including but not limited to fusion of polymer spheres (expandable bead polystyrene), injection molding,

foam molding, or extrusion- blow molding (extruded foam polystyrene), and clear or solid polystyrene (oriented polystyrene).

(J) "Prepared food" means any food or beverage that is ready to consume without any further preparation, alteration, or repackaging.

(K) "Recyclable" means materials that can be collected for return to the economic mainstream in the form of processed materials, rather than becoming solid waste. Such materials may include paper, cardboard, glass, metal, plastics, vegetable or plant matter, compostables, construction and demolition materials, and other materials specified by the City Manager, for inclusion in the city's recycling program.

SEC. 7-350. PROHIBITION ON EXPANDED POLYSTYRENE DISPOSABLE FOODWARE

(A) No food provider shall use or distribute any EPS disposable foodware within the City of Oxnard.

(B) Food providers shall:

(1) Only use and distribute disposable foodware made of a non-EPS material; and

(2) Maintain documentation about the composition of any disposable foodware. Documentation may include information from the supplier or manufacturer or provided in the product packaging or any other relevant information that demonstrates that the disposable foodware is not made, in whole or in part, from EPS. Documentation shall be provided to the City if requested.

SEC. 7-351. MANUFACTURE AND DISTRIBUTION OF EXPANDED POLYSTYRENE PRODUCTS

No person shall manufacture or distribute in the City of Oxnard:

(A) EPS disposable foodware; or

(B) Non-encapsulated EPS products, including ice chests or coolers, packaging and cushioning material intended for the packaging of products, equipment, or other items, including but not limited to, packing or packaging peanuts, popcorn, or noodles.

SEC. 7-352. EXEMPTIONS

The following EPS foodware and products are exempt from the provisions

of this Article:

(A) Prepared food packaged outside the City, provided such food is not altered or repackaged within the City limits.

(B) EPS insulated containers designed to safely transport by mail or common carrier prepared food, frozen goods, perishables, pharmaceuticals, biotech, and medical supplies in compliance with the Food and Drug Administration or other regulatory agency recommended temperatures.

(C) EPS containers, plates, or trays for raw eggs, butchered meats, fish, and/or poultry.

(D) Materials secured in response and due to an emergency or for a public health and safety requirement.

(E) The City may exempt a food provider or person when there is a locally declared emergency, a public health and safety requirement or a medical necessity to use an otherwise prohibited EPS product.

(F) Construction products made from, or that include, EPS if the products are used in compliance with other City, State, and Federal provisions, codes, ordinances, or regulations.

(G) EPS packaging products which have been received from sources outside the City may be reused to keep them out of the waste stream.

(H) EPS materials used to ship goods produced within the City where viable alternatives are not available.

(I) Other EPS products generated or manufactured outside of the City, including: shipping boxes, pool or beach toys, and other wholly encapsulated EPS products.

(J) Situations where no reasonably feasible and available alternative exists to a specific and necessary EPS use.

SEC. 7-353 AUTHORIZATION

(A) The City Manager shall have primary responsibility for enforcement of this Article and shall have authority to issue citations for violation of any provision of this Article. The City Manager may establish regulations or administrative procedures and take any actions reasonable and necessary to further the purpose of this Article or to obtain compliance with this Article, including, without limitation, performing an inspection to verify

compliance with this Article.

(B) The City may inspect and monitor affected food providers or persons locations to determine compliance with this Article.

SEC. 7-354 ENFORCEMENT

(A) The City Manager, charged with enforcing the provisions of the Oxnard City Code, or any provision thereof, may enter a food provider's or person's location within the City of Oxnard during operating hours and without notice, to request access to records for verification of procurement of EPS compliant foodware or EPS compliant products. If requested by the City, food provider or person shall provide records documenting procurement of compliant materials as stipulated by this Article.

(B) It is unlawful for any food provider or person to impede, obstruct, interfere with, or otherwise not allow, the City to conduct an inspection of the location, or inspect, review, or copy records required to be maintained by a food provider or person under this Article. It is also unlawful for a food provider or person to conceal, destroy, deface, or falsify any records or other documents required to be maintained under this Article.

(C) It shall be unlawful for any food provider or person to fail to comply with this Article.

(D) Any violation of this Article or other ordinance discovered during an inspection shall constitute a separate offense.

(E) Each and every violation of the provisions of this Article is hereby deemed unlawful and a public nuisance.

(F) Upon first violation of any provision of this Article, the City shall issue a written Notice of Violation to the offending food provider or person. The Notice of Violation shall specify the violation(s), and a date by which the violation(s) must be ceased or abated. If, after the specified correction period, the violation is not ceased or abated, the City may issue a civil citation, assessing fines in accordance with Oxnard City Code Section 1-10, which stipulates:

(1) A fine not exceeding $100 for a first violation of a code section or ordinance;

(2) A fine not exceeding $200 for a second violation of the same code section or ordinance within one year; and

(3) A fine not exceeding $500 for the third and every

additional violation of the same code section or ordinance within one year.

(G) Any citation issued for a violation of this Article shall give notice of the right to request an administrative hearing to challenge the validity of the citation and the time for requesting that hearing as provided for in Chapter 7, Article III of the Oxnard City Code.

SEC.7-355 OPERATIVE DATE, EDUCATION AND PHASE IN PERIODS

(A) The first six (6) months after this ordinance takes effect will be an education period with no enforcement. A six (6) month phase in period will follow the education period. This ordinance will be fully enforced twelve (12) months after the ordinance takes effect.

(B) During the phase in period, in lieu of payment of any fine violators cited may submit proof of purchase of any non-EPS containing foodware or product in any amount totaling or exceeding the amount of the fine in order to comply with the ordinance. Proof of purchase of EPS compliant materials must be submitted within fourteen (14) days of the civil citation. Failure to provide proof of purchase will result in citation being processed and all fees and fines owed.

SEC. 7-356 OTHER REMEDIES

(A) The remedies and penalties provided in this Article are cumulative and not exclusive, and nothing in this Article shall preclude the City from pursuing any other administrative, civil, or criminal enforcement remedies available under the law and/or the city code. ”

Part 3. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Part 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Part 5. 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 6. 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. 3022 was first read on January 3, 2023, and finally adopted on January 17, 2023, 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

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.9**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Public Project Agreement 32300205 with Pacific Builders and Roofing, Inc. dba WSP Roofing for Sturgis Annex Roof Replacement Project, Specification No. PW 23-31.

## RECOMMENDATION

That the City Council approve and authorize the following for a total of $1,277,685.36 in Project funds for the Sturgis Annex Roof Replacement Project, Specification No. PW 23-31 (Project No. MO2111 / C2039):

1. The execution of Agreement 32300205 with Pacific Builders and Roofing, Inc. dba WSP Roofing in the amount of $1,064,737.80 for the Project;
2. Authorize a Project contingency amount of $106,473.78 with Pacific Builders and Roofing, Inc. dba WSP Roofing for a total not to exceed value of $1,171,211.58 for the Project; and
3. A Project allocation amount of $106,473.78 for engineering, inspection, survey and project management for the Project; and
4. Authorize the Finance Director or designee to approve a budget appropriation for the use of this Project in the total amount of $278,686 from the available fund balance in the Measure O Sales Tax Fund (104).

(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.)

## BACKGROUND

The Project consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to complete roof replacement and repairs at the Sturgis Annex located at 3001 Sturgis Road.

The roof has significant issues stemming from age and lack of proper roof slope. Portions of the roof deck are rotted and have become unsafe to walk on for emergency repairs.

The building was constructed in 1996 and the roof has never been replaced. A modified bitumen roof of this construction has a useful life expectancy of 10-15 years. This roof is 26 years old.

The entire roof requires replacement The existing roof has many leaks that have had impacts on the facility staff stationed at the facility. There are areas with drywall deterioration, this work will be handled by our Facilities staff or a separate project. With a new roof that does not leak, we can prevent further more extreme problems. By replacing the roof we can provide proper roof drainage and prevent water from ponding on the roof causing future leaks and roof deterioration.

**Capital Improvement Program (CIP) Reference:**

**DISCUSSION**

The specific work for this Project includes demolition of portions of all existing roofing material down to the roof deck, including approximately 40 sf of asbestos-containing materials, selective demolition of damaged roof decking, installing new metal coping at all parapet walls, installing a new mechanically fastened single-ply PVC roofing system with rigid insulation on all roof surfaces, rework roof drains and scuppers, and all other appurtenant and associated work in accordance with the Contract Documents.

The work is tentatively scheduled to begin in Spring 2023 and continue into Summer 2023 (forty-five working days). Staff will work closely with the building occupants (Oxnard Police Department Staff) to keep them informed of the project schedule and will also notify area businesses directly impacted by the work.

The notice inviting formal bids (NIFB) on the Project was published on November 10, 2022, and all bids were due and opened on December 15, 2022. The City received six (6) bids for the project and three were rejected as non-responsive. The lowest responsive bid is as follows:

| | |
|---|---|
| Pacific Builders & Roofing, Inc. dba WSP Roofing: | $1,064,737.80 |
| Commercial Waterproofing Systems, Inc. dba ERC Roofing & Waterproofing: | $1,299,950.00 |
| Ardalan Construction Company, Inc.: | $1,665,852.00 |

The lowest bidder is Pacific Builders & Roofing, Inc. dba WSP Roofing and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Pacific Builders & Roofing, Inc. dba WSP Roofing and its subcontractor. 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 Pacific Builders & Roofing, Inc. dba WSP Roofing.

In addition to the contract award amount of $1,064,737.80, Staff recommends authorizing $212,947.56 for the project, which includes $106,473.78 for project contingency (10% of the contract costs) and $106,473.78 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $1,277,685.36.

**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 this Project is $1,277,685.36 which includes the construction agreement, contingency and project allocation. The Sturgis Annex Roof Replacement Project MO2111 / C2039 has a total available project budget balance of approximately $999,000 from the Measure O Sales Tax Fund (104). An additional budget appropriation of $278,686 is needed to award the agreement and will be funded from the available fund balance in the Measure O Sales Tax Fund (104).

**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 32300205
2. Presentation

# CONTRACT

## CITY OF OXNARD CONTRACT FOR STURGIS ANNEX ROOF REPLACEMENT PROJECT SPECIFICATION NO. PW 23-31

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 PACIFIC BUILDERS & ROOFING, INC., dba WSP ROOFING ("Contractor"). Contractor's license number is 832752.

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 Sturgis Annex Roof Replacement Project, Specification No. PW 23-31 (the "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 One Million Sixty-Four Thousand Seven Hundred Thirty-Seven Dollars and Eighty Cents ($1,064,737.80) 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**

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

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

12/28/22

Stephen M. Fischer, City Attorney (always required) Date

**PACIFIC BUILDERS & ROOFING, INC. dba WSP ROOFING**

John Tanner, C.E.O.[2] Date

Scott E. Tanner, Secretary Date

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

[2] **The City requires the following for any contract:**

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

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

# Exhibit INS-E
## INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH BUILDER'S RISK REQUIREMENT & POLLUTION/ASBESTOS)

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. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and or Asbestos Pollution Liability, Coverage should be maintained for a minimum for five (5) years after contract completion.

    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. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than $1,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year.

    e. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

    f. 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-E. 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. PW 23-31
    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-E 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 PRIOR TO THE BID DUE DATE. 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.

## 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 sample accord form.

Agreement No. 32300205

# 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**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $2,000,000<br>PRODUCTS COMP/OP AGG. $2,000,000<br>PERSONAL & ADV. INJURY $2,000,000<br>EACH OCCURRENCE $2,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY** | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>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, Course of Construction Insurance<br><br>Contractors Pollution Liability and/or Asbestos Pollution Liability | | | | Minimum coverage $1,000,000<br>Each consultant/ $500,000<br>& listed sub-consultant<br>Course of Construction<br>Completed Value of Project<br><br>Minimum coverage $1,000,000<br>Per claim |

SAMPLE

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

CERTIFICATE HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No.PW 23-31**
**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

Agreement No. 32300205

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

**SUBMIT IN DUPLICATE**

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

SAMPLE

## TYPE OF INSURANCE

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

## OTHER PROVISIONS

| COVERAGES | LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE | AGGREGATE |
|---|---|---|
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**
Name: _____
Address: _____
Telephone: ( ) _____

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

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

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No. PW 23-31**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

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

**SUBMIT IN DUPLICATE**

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

**PRODUCER**

Telephone:

**NAMED INSURED**

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

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

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

CITY AGREEMENTS/PERMITS

**TYPE OF INSURANCE**

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

SAMPLE

**OTHER PROVISIONS**

**LIMIT OF LIABILITY**

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No.** PW 23-31
**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 _____

Agreement No. 32300205

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 **PACIFIC BUILDERS & ROOFING, INC. dba WSP ROOFING**, 8150 Sierra College Blvd., Suite 290, Roseville, CA 95661 ("Principal"), a contract (the "Contract") for the Work described as Sturgis Annex Roof Replacement Project, Specification No. PW 23-31.

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 One Million Sixty-Four Thousand Seven Hundred Thirty-Seven Dollars and Eighty Cents ($1,064,737.80), this amount being not less than one 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"

**PACIFIC BUILDERS & ROOFING, INC.**
**dba WSP ROOFING**

By: _____
JOHN TANNER
Its: Chief Executive Officer

By: _____

Its: _____

*(Seal)*

"Surety"

_____

_____

By: _____

Its: _____

By: _____

Its: _____

*(Seal)*

*Notes:* ***This Bond must be executed in duplicate and dated, all 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.***

Agreement No. 32300205

Bond No. _____

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to **PACIFIC BUILDERS & ROOFING, INC. dba WSP ROOFING**, 8150 Sierra College Blvd., Suite 290, Roseville, CA 95661 ("Principal") a contract (the "Contract") for the Work described as Sturgis Annex Roof Replacement Project, Specification No. PW 23-31.

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 One Million Sixty-Four Thousand Seven Hundred Thirty-Seven Dollars and Eighty Cents ($1,064,737.80), this amount being not less than one hundred percent (100%) of the total 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, assignees, 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, 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"

**PACIFIC BUILDERS & ROOFING, INC.**
**dba WSP ROOFING**

By: _____
JOHN TANNER
Its: Chief Executive Officer

By: _____

Its: _____

*(Seal)*

"Surety"

_____

_____

By: _____

Its: _____

By: _____

Its: _____

*(Seal)*

*Notes:* ***This Bond must be executed in duplicate and dated, all 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 STURGIS ANNEX ROOF REPAIRS
SPECIFICATION NO. PW 23-31

Bidder's Name: Pacific Builders & Roofing Inc., dba: WSP Roofing

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:

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | ESTIMATED QUANTITY | UNIT PRICE (+/-$) | BID AMOUNT | |
|---|---|---|---|---|---|---|---|
| 1 | Mobilization and Demobilization (maximum 5% of Total Bid Price) | 1000-2.1 | LS | | | $ 50,000.00 | |
| 2 | Selective Demolition | 1002-2.1 | LS | | | $ 166,175.00 | |
| 3 | Testing and Quality Control | 014500-2.1 | LS | | | $ 10,000.00 | |
| 4 | Cutting and Patching | 017329-4.1 | LS | | | $ 10,000.00 | |
| 5 | Metal Fabrications | 055000-4.1 | LS | | | $ 0.00 | |
| 6 | PVC Membrane Roofing | 075400-4.1 | SF | 57,622 | $ 12.40 | $ 714,512.~~00~~-* | $714,512.80 |
| 7 | Sheet Metal Flashing and Trim | 076200-4.1 | LF | 700 | $ 55.00 | $ 38,500.00 | |
| 8 | Joint Sealant | 079200-4.1 | LS | | | $ 0.00 | |
| 9 | Exterior Paint | 099113-4.1 | LF | 650 | $ 20.00 | $ 13,000.00 | |
| 10 | Asbestos Roofing Abatement | 028200-4.1 | SF | 40 | $ 50.00 | $ 2,000.00 | |
| 11 | Rough Carpentry | 061000-4.1 | SF | 17,300 | $ 3.50 | $ 60,550.00 | |
| | | | | | TOTAL BID PRICE:$ | 1,064,737.~~00~~-* | $1,064,737.80 |

**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 IN DIGITS:** $ 1,064,737.00 * $1,064,737.80

**TOTAL BID PRICE IN WORDS:** One million sixty four thousand seven hundred thirty seven and 80/100 dollars.

**Contractor must complete all Work within forty-five (45) Working Days of the City's Notice to Proceed.**

Bidder acknowledges receipt of all addenda:

| Addendum: | Date Received: | Addendum: | Date Received: |
|---|---|---|---|
| #01 | 11/14/2022 | #05 | |
| #02 | 11/16/2022 | #06 | |
| #03 | 11/17/2022 | #07 | |
| #04 | 11/29/2022 | #08 | |

Bidder's Name (Company): Pacific Builders & Roofing Inc., dba: WSP Roofing

Signature: Kelly Baird Title: President

Print: Kelly Baird Date: 12/13/2022

Signature: Deni Trowbridge Title: Assistant Secretary

Print: Deni Trowbridge Date: 12/13/2022

# Public Project Agreement 32300205 with Pacific Builders and Roofing, Inc. dba WSP Roofing for Sturgis Annex Roof Replacement Project, Specification No. PW 23-31

City Council
January 17, 2023

Tatiana Arnaout, PE
City Engineer

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION



That the City Council approve and authorize the following for a total of $1,277,685.36 in Project funds for the Sturgis Annex Roof Replacement Project, Specification No. PW 23-31 (Project No. MO2111 / C2039):

1. The Mayor to execute Agreement 32300205 with Pacific Builders and Roofing, Inc. dba WSP Roofing in the amount of $1,064,737.80 for the Project;
2. Authorize a  Project contingency amount of $106,473.78 with Pacific Builders and Roofing, Inc. dba WSP Roofing for a total not to exceed value of $1,171,211.58 for the Project; and
3. A Project allocation amount of $106,473.78 for engineering, inspection, survey and project management for the Project; and
4. Authorize the Finance Director or designee to approve a budget appropriation for the use of this Project in the total amount of $278,686 from the available fund balance in the Measure O Sales Tax Fund (104).

# BACKGROUND



- The Project consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to complete roof replacement and repairs at the Sturgis Annex located at 3001 Sturgis Road.

- The roof has significant issues stemming from age and lack of proper roof slope. Portions of the roof deck are rotted and have become unsafe to walk on for emergency repairs.

# BACKGROUND



- The building was constructed in 1996 and the roof has never been replaced. A modified bitumen roof of this construction has a useful life expectancy of 10-15 years. This roof is 26 years old.

# BACKGROUND



- The entire roof requires replacement The existing roof has many leaks that have had impacts on the facility staff stationed at the facility. There are areas with drywall deterioration, this work will be handled by our Facilities staff or a separate project. With a new roof that does not leak, we can prevent further more extreme problems. By replacing the roof we can provide proper roof drainage and prevent water from ponding on the roof causing future leaks and roof deterioration.

# GOALS AND OBJECTIVES



The primary objectives of this project include:

- Replacement of aging and leaky roof membrane
- Provide a new energy efficient, safe, and easy to maintain working roof membrane

# DISCUSSION



- Invitation to Bid was issued on November 9, 2022.
- Bids were due on December 15, 2022.
- Six bids were received and reviewed by City staff.
- Lowest responsive bidder was selected.

# FINANCIAL IMPACT



| AGREEMENT 32300166 | |
|---|---|
| Commercial Waterproofing Systems Inc., dba ERC Roofing and Waterproofing | $1,064,737.80 |
| Project Contingency (10%) | $106,473.78 |
| Project Allocation (10%) | $106,473.78 |
| **Total Project Cost:** | $1,277,685.36 |

- The Sturgis Annex Roof Replacement Project MO2111 / C2039 has a total available project budget balance of approximately $999,000 from the Measure O Sales Tax Fund.
- Due to the project being more costly than initially budgeted for an additional budget appropriation of $278,686 of Measure O Sales Tax Funding is needed to fully fund this project.

CITY OF
OXNARD
CALIFORNIA

# QUESTIONS

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.10**

**DATE:** January 17, 2023

**TO:** City Council

**FROM:** Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

**SUBJECT:** Professional Services Agreement No. 32300227 with On Duty Health, PLLC for Fire Department Annual Wellness Exams.

## RECOMMENDATION

1. That the City Council authorize approval of Agreement No. 32300227 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.

2. That the City Council find that the approval of the agreement is not subject to the California Environmental Quality Act pursuant to California Code of Regulations, Title 14, Chapter 3, section 15060(c)(2).

## 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 included in the 2022-23 adopted budget (General Fund; Fire Department) and will be proposed to be continued in future years' budgets.

**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 32300227

**AGREEMENT FOR PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date: January 1, 2023

(2) Consultant: On Duty Health, PC

(3) Services: Annual medical evaluation of firefighters.

(4) Schedule of Services:

- See "Schedule of Services Exhibit"

(5) Agreement Ending Date: December 31, 2026

(6) Total Agreement Amount: $98,280 annually

(7) City's Project Manager: Emergency Medical Services Coordinator

(8) Consultant's Project Manager: Greg Batla, Chief Executive Officer

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

| *FOR CONSULTANT:* | *FOR CITY:* |
|---|---|
| 1752 E. Lugonia Ave, Ste 117-4949 | 360 West Second Street |
| Redlands, CA 92374 | Oxnard, CA 93030 |
| Attn: Greg Batla, CEO | Attn: Jaime Villa, EMS Coordinator |

(11) Contact Emails:

| *CONSULTANT'S PROJECT MANAGER:* | *CITY'S PROJECT MANAGER:* |
|---|---|
| Greg@onduty.health | Jaime.villa@oxnard.org |

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

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

6. Invoices. 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** **ON DUTY HEALTH, PC**

Jennifer Yates,[1] Date
Purchasing Agent

Greg Batla, Chief Executive Officer[2] Date

Kristin Batla, Chief Medical Officer 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.

# SCOPE OF SERVICES EXHIBIT

| Item | Description | Pricing |
|---|---|---|
| **Comprehensive Labs** | Mobile Phlebotomy (On-site draw fee. If all patients visit LabCorp directly for their draws, this fee will not be charged) | $29 |
| | Urinalysis | Included |
| | CBC (Complete Blood Count w/differential) | Included |
| | CMP (Comprehensive Metabolic Panel) | Included |
| | Lipid Panel with LDL/HDL Ratio | Included |
| | A1C (Glucose/Hemoglobin Diabetes Test) | Included |
| | TSH (Thyroid Stimulating Hormone) | Included |
| | PSA (Prostate Specific Antigen - Men) [included over 40] | Included |
| | FIT (Fecal Occult Blood Colorectal Cancer Screening) [included over 40] | Included |
| **Physical Assessment** | Comprehensive Physical | Included |
| | Vital Signs | Included |
| | Vision Test & Audiometry Exam | Included |
| | Skin Cancer Assessment | Included |
| | Personal Consult with Review of Results | Included |
| | Personalized Health Plan with Nutrition & Exercise Recommendations | Included |
| | Behavioral Health Assessment with Questionnaires & Oral Examination | Included |
| **Fitness Assessment** | Pulmonary Function Test (Spirometry) | Included |
| | Resting EKG | Included |
| | Maximal 12-Lead EKG Treadmill Stress Test using WFI Protocol. Includes Cardiology followup read when indicated | Included |
| | TRUE VO2 Max Testing | Included |
| | ~~Metabolic Analysis w/ Body Composition~~ | ~~Included~~ |
| | ~~Muscular Strength, Endurance & Flexibility Evaluation~~ | ~~Included~~ |

| | | |
|---|---|---|
| **Ultrasound Enhanced Cancer Screening** | Includes ultrasound imaging of the heart with function, aorta & aortic valves, carotid arteries, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men). Includes Radiology followup read when indicated | Included |

***Please note: Metabolic Analysis w/ Body Composition and Muscular Strength, Endurance & Flexibility Evaluations will be excluded per request by the Fire Department.**

**Equipment**

a) Contractor will provide all equipment necessary to perform all services specified within the agreement unless specifically excluded
b) Department will supply use of treadmills for applicable assessment and exams
c) Contractor will be responsible for all equipment set up and tear down
d) Contractor is responsible for its equipment upkeep, maintenance and cleaning

**Location of Services**

a) Contractor shall conduct annual medical evaluations, labs, physical exams, and fitness assessments on site at locations specified by the Department.

**Scheduling of Services**

b) Contractor and Department will coordinate scheduling of services.

**Program implementation work plan will include the following:**

a) Interview with contacts for the City to review and confirm the scheduling process, information and forms packages and protocols for each type of medical evaluation or service. Also review the reporting and tracking process for each type of medical evaluation or service, as well as updated contact information for City officials who are responsible for service direction and receipt of reports.
b) Incorporate the specific forms and instructions into our information system. Information system packages are assembled with all necessary instructions and forms as elements, with a preset stepwise tracking of each element to completion, and with attached contact information as needed for the specific evaluation.
c) Test information system forms and information packages for production of the specific forms packages and context-specific instructions and information for each type of medical evaluation.
d) Test where necessary, any electronic communication pathways established with the City, including HIPAA compliant web access to reports, auto-fax forms to secure fax, and email of password protected PDF forms.
e) Review with the consulting staff all scheduling and examination process, the forms and instructions packages and the reporting processes.
f) Schedule and perform exams/evaluations and services.
g) Coordinate with the examinee regarding any additional evaluations or services arranged to be completed and the associated schedule and location of evaluations.

h) Report final results to the examinee and to the City as required/appropriate. Arrange any additional evaluations as required and coordinated with/approved by the City.
i) Report any supplementary evaluation results to examinee/patient and the City to complete evaluation/service.
j) Establish and review reports that analyze and or trend pertinent testing results. This would apply to exams that are repeated periodically on the same individual for purposes of fitness certification, medical surveillance and/or wellness intervention. Sanitized group results and group trending for some results may also be obtained from the data pool, within confidentiality guidelines and requirements.

**Turn Around Times and Written Notification procedures for reporting results**

a) Medical evaluations, Fitness for duty, physical examinations and fitness assessments that require on site physical examination and diagnostic testing only, with no significant medical qualification issues for the examinee will be reported the same day.

b) Written notification of examination results are provided on forms determined by the City, and/or as required and formatted by regulatory or advisory bodies. Written notification of results are also provided on forms native to Consultant which includes standard and regulatory forms from both Federal and State agencies, and common format forms for communicating medical placement and fitness-for-duty recommendations, including Respiratory Protective Equipment medical certification forms. Customizable forms as requested by the City, can also be created in the Consultant's information system for written notification of results.

c) Written notification forms can be transmitted via password secured email, secure fax. Status registered in Consultant's clinical information system can also be viewed via secured login access to reports website with authorization to view the privacy protected, viewer owned reports, data only.

**Record Keeping Process**

a) Consultant shall maintain all clinical data and permanent records, from its inception, in accordance with state, and federal laws.

b) Consultant shall confirm that patient information is backed up, and stored in a manner that conforms to all federal, state and local laws. Cloud storage is acceptable so long as it with current HIPPA laws.

**Data Ownership**

**c)** Consultant maintains ownership of all data to the extent that such ownership is required by law, for medicolegal purposes and responsible clinical care. All data that is also owned by the client for administrative, legal or fiduciary purposes is available within one day to seven working days, depending upon the volume of the data that is required to be copied/transferred to the client. and whether the data is required in digital versus paper, hard copy format

**On Duty Health – Specific Terms & Conditions**

1. Fee. The Customer shall pay the Company the fee set forth in the Proposal/Purchase Order for each Fitness Assessment. The Customer shall remit payment to the Company for all Services

within thirty (30) days of receipt of the invoice. A 2% late fee charge will be assessed after 30 days, and for each month thereafter that the payment is delayed.

**2.** Modification and Cancellation of Purchase Order/Expected Patient Count. The Customer may cancel or modify the Purchase Order, in whole or in part, without penalty prior to six (6) weeks out from the date set for receiving the Services. **After this point, the Customer may not modify or cancel the Purchase Order and shall be responsible for the fees for all Services described in the Purchase Order.** If Customer has an Employee(s) who will miss the assessments due to sickness or other reasons, the Customer will hold a "credit" for that Employee, and may work with Company to schedule them for their assessments at another time and place. This credit will remain valid for two hundred (200) days from the start date of the current series of assessments.

**3.** Employee List & Schedule. At least four (4) weeks before the Company performs the Services, the Customer shall provide the Company with a list of all employees that will receive the Services (based off of the "Roster Template" provided by the Company). At least two (2) weeks before the Company performs the Services, the Customer shall provide the Company with a Schedule of which Employees will be seen at what date and time (based off of the "Schedule Template" provided by the Company).

4. Location Reciprocity. The Customer agrees to allow a small number of members from other departments, if any, to be seen on their premises. This allows for make-up physicals if a member missed at a nearby department, return to duty or new hire physicals. As such, other nearby departments will be granting such reciprocity to The Customer. Other departments shall agree to hold harmless the hosting department (The Customer) should any issue occur, such as an injury incurred by the visiting member. Likewise, The Customer shall agree to hold harmless a hosting department if a member visits another department for a similar reason. Furthermore, On Duty Health agrees to hold harmless the hosting department for any issue that may occur from the visiting member.

## SCHEDULE OF SERVICES EXHIBIT

Annual Medical Evaluations to be completed in the first six months of each calendar year at times and locations scheduled by City Project Manager.

Agreement No. 32300227

# RATES AND COSTS EXHIBIT

## Annual Firefighter Health & Fitness Assessments

| Description | Crew | Unit Price | Pricing |
|---|---|---|---|
| **Standard NFPA-1582 / WFI Assessment** | 130 | $ 659 | $ 85,670 |
| Comprehensive Labs & Urinalysis | | | Included |
| Full Physical Assessment w/ Vision & Hearing | | | Included |
| Maximal 12-lead EKG Treadmill Stress Test w/Cardiology followup when indicated | | | Included |
| TRUE VO2 Max Testing | | | Included |
| Muscular Endurance and Strength Analysis | | | Included |
| Ultrasound Enhanced Cancer Screening w/ Radiology followup when indicated | | | Included |
| Behavioral Health Assessment | | | Included |
| **Cardiology/Radiology Followup Contingency** | 130 | $ 29 | $ 3,770 |
| **Mobile Phlebotomy** | 130 | $ 29 | $ 3,770 |
| **DOT Physical Signoff/Certification** | 130 | $ 39 | $ 5,070 |
| **Total** | | | **$ 98,280** |

# INSURANCE EXHIBIT

## INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

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## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

***Certificates of Insurance***

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

***Endorsement Forms***

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

INS-A.doc

Agreement No. 32300227

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

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

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**

**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.~~

| | |
|---|---|
| **Duluth, GA 30096**<br>**Via Email: cityofoxnard@ebix.com**<br>**Via Fax: 678-259-1007** | AUTHORIZED REPRESENTATIVE |

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

**SUBMIT IN DUPLICATE**

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

PRODUCER

Telephone:

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ❒ Included in Limits

❒ In Addition to Limits

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 ❒ Claims Made

❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____

❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

## OTHER PROVISIONS

## COVERAGES

| | LIABILITY LIMITS IN THOUSANDS $ | |
|---|---|---|
| | EACH OCCURRENCE | AGGREGATE |
| ❒ GENERAL | | |
| ❒ PRODUCTS/COMPLETED OPERATIONS | | |
| ❒ PERSONAL & ADVERTISING INJURY | | |
| ❒ FIRE DAMAGE | | |
| ❒ _____ | | |
| ❒ _____ | | |

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

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

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

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

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

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

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

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

## ENDORSEMENT HOLDER

| CITY OF OXNARD | AUTHORIZED REPRESENTATIVE |
|---|---|

| | |
|---|---|
| **Attn: Insurance Compliance**<br>**Reference No._____**<br>**P.O. Box 100085 – OX**<br>**Duluth, GA 30096**<br>**Via Email: cityofoxnard@ebix.com**<br>**Via Fax: 678-259-1007** | ❒ Broker/Agent ❒ Underwriter ❒ _____<br><br>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.<br><br>Signature _____<br>*(original signature required)*<br>Telephone: (____)_____ Date Signed: _____ |

Rev. 2/18 INS-A.doc

Agreement No. 32300227

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

**SUBMIT IN DUPLICATE**

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

### TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

### LIMIT OF LIABILITY

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

### OTHER PROVISIONS

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

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

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

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

### ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**

### AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

| | |
|---|---|
| **Duluth, GA 30096**<br>**Via Email: cityofoxnard@ebix.com**<br>**Via Fax: 678-259-1007** | 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.<br>Signature _____<br>*(original signature required)*<br>Telephone: (  )  Date Signed _____ |

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.1**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Caltrans Required Local Roadway Safety Plan. (25 minutes)

## RECOMMENDATION

That the City Council:

1. Receive a presentation and comment on the Local Roadway Safety Plan and

2. Adopt the Caltrans Required Local Roadway Safety Plan as final.

(This item is not considered a project under the California Environmental Quality Act.)

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

(Presentation will be live upon consultant's request.)

## BACKGROUND

The California Department of Transportation (Caltrans) is required to have a Strategic Highway Safety Plan (SHSP), which is a statewide data-driven traffic safety plan that coordinates efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. In coordination with federal, state, local and private sector safety stakeholders, the SHSP establishes goals, objectives, and emphasis (or challenge) areas. The SHSP addresses the 4Es of traffic safety: Engineering, Enforcement, Education, and Emergency Services.

While the SHSP is used as a statewide approach for improving roadway safety, in 2022 Caltrans required local agencies to develop a Local Roadway Safety Plan (LRSP) to address unique roadway safety needs while contributing to the success of the SHSP.

Caltrans created a planning grant program for agencies to meet the new requirement and the City was a recipient of the new LRSP grant fund. To assist the City in developing the LRSP, on April 20, 2021 the City Council awarded a professional services agreement to the planning and design firm, Fehr & Peers. Fehr & Peers began work in May 2021 and has completed the Final Draft LRSP.

The process of preparing a LRSP includes creating a framework to systematically identify and analyze safety items and recommend safety enhancements. Preparing a LRSP facilitates the development of local agency partnerships and collaboration, resulting in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to the statewide plan. A LRSP offers a proactive approach to safety enhancements and demonstrates a responsiveness to safety challenges.

## DISCUSSION

Over the past 20 months, Fehr & Peers have led development of the LRSP with input from Public Works Staff, Oxnard Police Department, Oxnard Fire Department, Gold Coast Transit District, Ventura County Transportation Commission, Oxnard College, Oxnard School District, Oxnard Union High School District, and the Rio School District.

While the LRSP is a stand-alone document, it has been developed concurrently with the Caltrans grant funded City of Oxnard Sustainable Transportation Plan (STP), which is also being developed by Fehr & Peers. The STP is estimated to be complete in spring 2023 and is a more encompassing document that includes recommendations for improvements to the transportation network that go beyond safety-only. The STP is less technical in nature and has a large public outreach component. Fehr & Peers have utilized the public comments received during development of the STP to further inform the LRSP. In the future both the LRSP and STP will help to inform the Safe Routes to School Plan (SRTS), which is also currently underway.

The Draft LRSP is comprised of eight (8) chapters:

1. Introduction
2. Vision & goals
3. Safety Partners
4. Existing Efforts
5. Safety Analysis
6. Countermeasures Toolbox
7. Emphasis Areas & Strategies
8. Evaluation and Implementation Program

Public Works has begun work on some of the easier-to-implement recommendations identified in the Final Draft LRSP consistent with existing documents, regulations, and/or policies in place for the City. These include installation of bike lanes with buffer zones and green paint, curb extensions, retroreflective traffic signal backplates, upgrading several traffic signals with new protected left-turn phasing, video detection, traffic signal timing plan coordination, and changes to pedestrian clearance timings based on new standards.

Fehr & Peers provided a presentation to the Public Works & Transportation Committee on December 13, 2022 as well as to the Community Services, Public Safety, Housing & Development Committee on January 10, 2023. Upon adoption of the Final LRSP by the City Council, staff will review all safety countermeasures in depth to recommend to the City Council ready-to-go projects for the 2024 Highway Safety Improvement Program (HSIP) cycle. Complex or high-cost projects will be developed further to be recommended for outer year grant cycles and for inclusion in the Capital Improvement Program (CIP).

**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 to receiving the presentation or adopting the Local Roadway Safety Plan. Budget impacts of future recommendations for HSIP and CIP projects will be estimated and brought forth with the project recommendations.

**COMMITTEE OUTCOME**

Public Works and Transportation Committee approved 2-0.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. Final Draft Local Roadway Safety Plan
2. Certification Letter

3. Presentation

# Oxnard LOCAL ROAD SAFETY PLAN

FEHR PEERS

*November 2022*

CITY OF OXNARD CALIFORNIA

# Statement of Protection of Data from Discovery and Admissions

**SECTION 148 OF TITLE 23, UNITED STATES CODE**

REPORTS DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS, AND INFORMATION – Notwithstanding any other provisions of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at the location identified or addressed in the reports, surveys, schedules, lists, or other data.

*This study applies a systemic safety approach that identifies certain features on particular roadways that are correlated with specific collision types and frequencies. This broad approach is necessitated by the inherent nature of covering an entire agency's facilities in one study and the limited scope/budget available to prepare LRSPs. Limited time is available to perform field observations throughout the study area to contextualize the data, and therefore, it is beyond the scope of work to perform in-depth "hot spot" evaluations at all locations.*

*Local Roadway Safety Plans are a Caltrans requirement for jurisdictions to be eligible for Highway Safety Improvement Program (HSIP) grant funding. The recommended countermeasures included in this LRSP were developed based on outcomes from a collision history analysis and present a "menu" of options for consideration. Each "Hot Spot" location may consider one, two, or a combination of improvements, all of which will require further analysis for consideration. The proposed countermeasures do not commit the City to employ them, but provide a number of options to further analyze for implementation.*

# Acknowledgments

The City of Oxnard Local Roadway Safety Plan was funded through a Local Roadway Safety Plan (LRSP) grant provided by the California Department of Transportation (Caltrans). Input was sought from a stakeholder group consisting of staff from the City of Oxnard and partner public agencies. Fehr & Peers assisted the City of Oxnard in preparing the plan.

CALTRANS LRSP GRANT ID: LRSPL-5129(097)

## Stakeholder Group Members

**Oxnard School District**
Tony Briscoe, Norma Magana, and Rita Galvan

**Oxnard Union School District**
Corina Cherry and Ted Lawrence

**Oxnard College**
Chris Renbarger and Lieutenant Cesar Romero

**Oxnard Police Department**
Commander Rick Vazquez, Commander Alex Arnett, Sergeant Jose Diaz, Sergeant Rocky Marquez, Commander Marc Amon, Corporal Mike Wood

**Oxnard Fire Department**
Scott Brewer

**Rio School District**
Wael Saleh

**Gold Coast Transit District**
Austin Novstrup

**Ventura County Transportation Commission**
Amanda Fagan, Claire Grasty

## City of Oxnard Project Management

**Debbie O'Leary**
Project Manager
Transportation Planner, Public Works Department, Transportation & Mobility

**Tatiana Arnaout, PE**
City Engineer, Public Works Department, Engineering & Transportation Mobility

**Kumar Neppalli**
Transportation Services Manager
Public Works Department, Transportation & Mobility

**Timothy Bochum**
City Traffic Engineer (Retired), Public Works Department, Transportation & Mobility

## Fehr & Peers Team

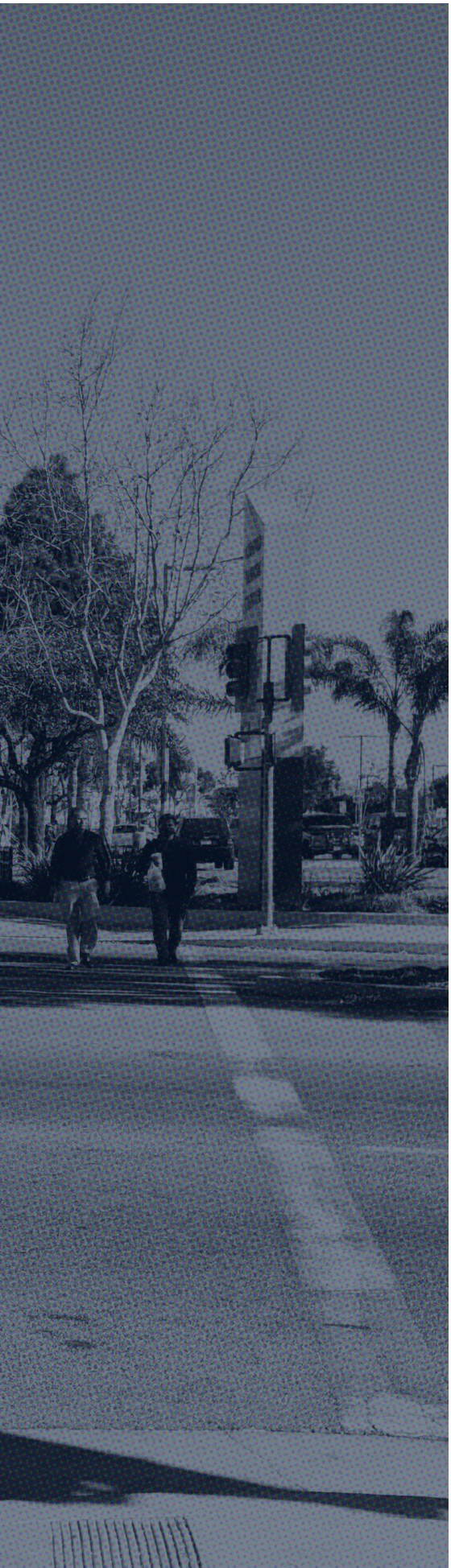
**Steven J Brown, PE, RSP**

**Emily Finkel, RSP**

**Rachel Om, AICP**

**Allee Nesbitt**

FACE COVER REQ.
AMPLE



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# 01 Introduction

The City of Oxnard is committed to prioritizing transportation safety and decreasing the number of traffic related deaths and serious injuries on City streets. This Local Road Safety Plan (LRSP) builds on existing and ongoing City safety efforts by proactively identifying and evaluating hot spots and systemic risk factors throughout the City. The LRSP identifies proven countermeasures that can be implemented through roadway design changes, as well as key partnerships with safety stakeholders. This plan applies the Safe System Approach, an international best practice framework, as the foundation for this LRSP.

# Introduction

## Caltrans Local Road Safety Plan Background

A Local Road Safety Plan (LRSP) is a means for providing Oxnard with an opportunity to address unique roadway safety needs while contributing to the success of the California Strategic Highway Safety Plan and statewide safety goals. The process of preparing an LRSP is based on a framework to systemically identify and analyze safety challenges and recommend safety improvements in coordination and collaboration with local agency partners. The LRSP offers a proactive approach to addressing safety needs and demonstrates Oxnard's responsiveness to safety challenges.

This LRSP will be the first comprehensive safety plan for the City of Oxnard. This LRSP builds on the City's roadway safety projects and programmatic efforts and provides the City and its major stakeholders with a blueprint for a safe and more accessible community. Cycle 11 of the Highway Safety Improvement Program (HSIP) in 2022 requires an LRSP for an agency to be eligible to apply for funds. HSIP is a key funding source for local safety project implementation in California.

### The Safe System Approach

The Safe System approach addresses the five elements of a safe transportation system-- safe road users, safe vehicles, safe speeds, safe roads, and post-crash care-- in an integrated manner, through a wide range of interventions.

Source: Fehr & Peers for FHWA

## The Safe System Approach

Crashes can irreversibly change the course of human lives, touching victims, their families and loved ones, and society as a whole. Through collective action on the part of all roadway system stakeholders—from system operators and vehicle manufacturers to law enforcement and everyday users—we can move to a Safe System Approach that anticipates human mistakes, with the goal of eliminating fatal and serious injuries for all road users.

A Safe System acknowledges the vulnerability of the human body—in terms of the amount of kinetic energy transfer a body can withstand—when designing and operating a transportation network to minimize serious consequences of crashes. According to the World Health Organization, the goal of a Safe System is to ensure that if crashes occur, they "do not result in serious human injury."[1]

The Safe System Approach to road safety started internationally as part of the Vision Zero proclamation that no one should be killed or seriously injured on the road system.[2,3] The Approach is founded on the principle that people make mistakes and that the road system should be adapted to anticipate and accommodate human mistakes and the physiological and psychological limitations of humans.[4] Countries that have adopted the Safe System approach have

had significant success reducing highway fatalities, with reductions in fatalities between 50% and 70%.[5] The Safe System approach is the foundation for the National Safety Strategy released by USDOT in 2022. Caltrans has also adopted both a Safe System approach and a Vision Zero goal in roadway safety planning across California.

The Institute of Transportation Engineers (ITE) and the Road to Zero Coalition's Safe Systems Explanation and Framework articulate that to anticipate human mistakes, a Safe System seeks to:

- Separate users in a physical space (e.g., sidewalks, dedicated bicycle facilities)
- Separate users in time (e.g., pedestrian scramble, dedicated turn phases)
- Alert users to potential hazards
- Accommodate human injury tolerance through interventions that reduce speed or impact force

Creating a Safe System means shifting a major share of the responsibility from road users to those who design the road transport system. "Individual road users have the responsibility to abide by laws and regulations"[6] and do so by exhibiting due care and proper behavior on the transportation system. While road users are responsible for their own behavior, this is a shared responsibility with those who design, operate, and maintain the transportation network: including the automotive industry, law enforcement, elected officials, and government bodies.[7] In a Safe System, roadway system designers and operators take on the highest level of ethical responsibility.

## About Oxnard

The City of Oxnard, located in Ventura County, is home to approximately 207,700 people.[8] The majority of the population is Hispanic (75%), followed by Non-Hispanic White (14%), Asian (7%), and Black (2%).[9] Approximately 34 percent of Oxnard residents are foreign-born,[10] and 18 percent are not U.S. citizens.[11]

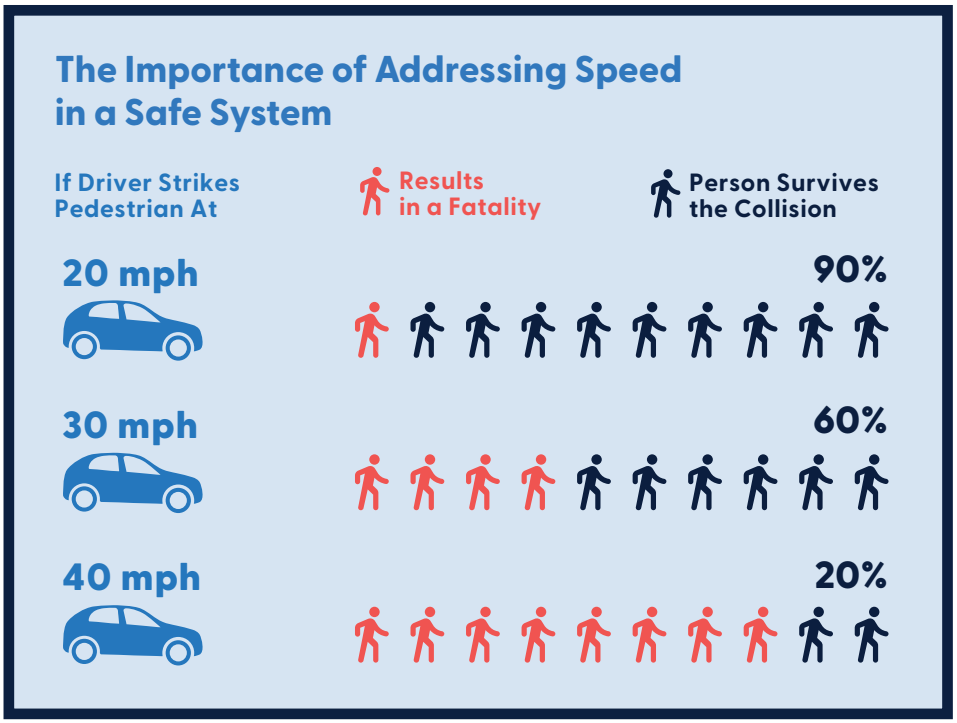
Many residents live in disadvantaged or low-income communities that often experience disproportionate burden in roadway safety outcomes.[12] Most of the City's census tracts also rank in the bottom half of the state for healthy community conditions according to the California Healthy Places Index, including four tracts below the 10th percentile.[13] Collision data from across California and the United States show that pedestrians who are Black and Indigenous, as well as residents living in low-income communities, are more likely to be killed or seriously injured in traffic collisions when compared to the population as a whole. A prominent factor contributing to this trend is historic disinvestment in roadway safety infrastructure, and thus when developing an LRSP, specific attention should be directed to safety concerns facing these communities.

The median household income is $77,050 whereas the Oxnard-Thousand Oaks-Ventura metro area median household income is $89,295.[14] Approximately 12 percent of Oxnard residents live below the federal poverty line,[15] and approximately 10 percent live with a disability.[16] 78 percent of workers in Oxnard commute to work by driving alone in a car and 15 percent of workers in Oxnard commute to work by carpooling.[17]

## ITE Safe System Framework: Focus on Safe Speeds

The ITE Safe System framework provides important context for the focus on safe speeds within a Safe System approach. For vulnerable users, such as people who walk or bike, speed is a determining factor in survivability; a human's chance of surviving being struck by a vehicle increases from 20% at 40 miles per hour to 60% at 30 miles per hour to 90% at 20 miles per hour. Reducing speed in the presence of vulnerable users is a key Safe System strategy. Approaches include:

- Physical roadway designs (width, horizontal alignment) to limit speeds
- Traffic calming treatments that induce slower speeds
- Traffic signal timing that minimizes high speed flow
- Traditional or automated enforcement that discourages speeding




**Endnotes:**

[1]World Health Organization (2011). Decade of Action for Road Safety 2011-2020. Retrieved from https://www.who.int/ roadsafety/decade_of_action/plan/plan_en.pdf, p. 9.

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[8]U.S. Census Bureau. (2020). 2016 – 2020 American Community Survey 5-Year Estimates Table B01003.

[9]U.S. Census Bureau. (2020). 2016 – 2020 American Community Survey 5-Year Estimates Table B03002.

[10]U.S. Census Bureau. (2020). 2016 - 2020 American Community Survey 5-Year Estimates Table B05006.

[11]U.S. Census Bureau. (2019). 2019 American Community Survey 1-Year Estimates Table C05001.

[12]Disadvantaged or Low-Income Community designation is based on SB 535 or AB 1550.

[13]California Healthy Places Index, HPI Score (3.0), https://map.healthyplacesindex.org.

[14]U.S. Census Bureau. (2020). 2016 – 2020 American Community Survey 5-Year Estimates Table B19001.

[15]U.S. Census Bureau. (2020). 2016 – 2020 American Community Survey 5-Year Estimates Table S1701.

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[17]U.S. Census Bureau. (2020). 2016 – 2020 American Community Survey 5-Year Estimates Table B08006.

# 02
# Vision & Goals

Oxnard will have an equitable, sustainable, and multimodal transportation system where people of all ages, abilities, and backgrounds can travel safely throughout the city.

# Vision & Goals

The City of Oxnard's safety vision statement and goals were collaboratively developed by the City at the first stakeholder meeting, which was attended by representatives from City of Oxnard departments, school districts, and regional agencies. A summary of the stakeholder meetings and additional stakeholder engagement is in the following chapter.

## Oxnard's Safety Vision Statement

> ***Oxnard will have an equitable, sustainable, and multimodal transportation system where people of all ages, abilities, and backgrounds can travel safely throughout the city.***

## Goals

1. **Prioritize traffic safety programs and infrastructure investments for locations with high collision rates or severity.**

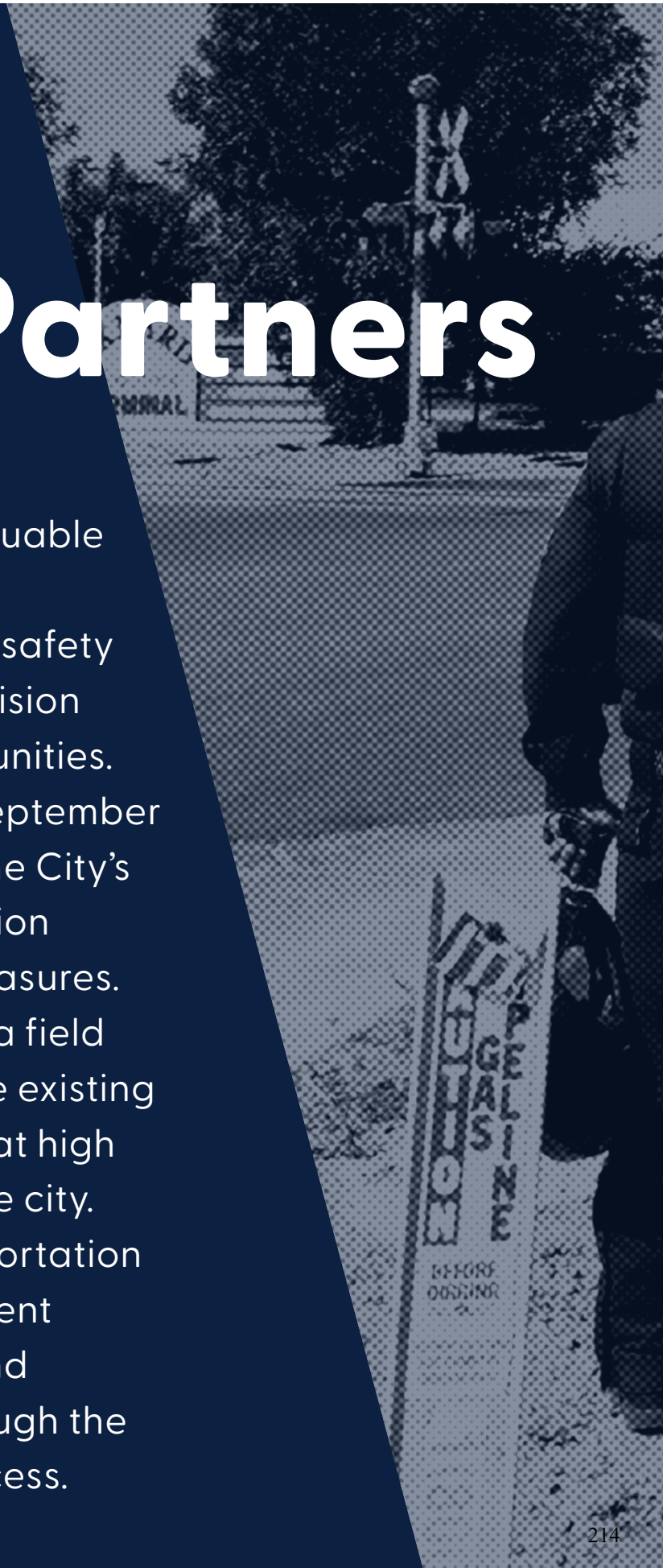
2. **Foster a citywide culture of safety where all road users have shared responsibility and a feeling of belonging on streets and sidewalks.**

3. **Ensure equitable access to safety education and resources by removing barriers, such as language or technology.**

Gary Dr
Rose Ave

# 03
# Safety Partners

The City of Oxnard received valuable input from a multidisciplinary stakeholder group on roadway safety concerns, priority locations, collision trends, and partnership opportunities. The stakeholder group met in September 2021 and April 2022 to discuss the City's vision for roadway safety, collision analysis results, and countermeasures. The LRSP team also conducted a field visit in February 2022 to observe existing conditions and traffic patterns at high priority locations throughout the city. The Oxnard Sustainable Transportation Plan (STP) was under development at the same time as the LRSP, and community input gathered through the STP also informed the LRSP process.



# Safety Partners

### Stakeholder Group Members

- Gold Coast Transit District
- Oxnard College
- Oxnard Fire Department
- Oxnard Police Department
- Oxnard Public Works Department
- Oxnard School District
- Oxnard Union School District
- Rio School District
- Ventura County Transportation Commission

## Stakeholder Meeting #1: September 2021

The LRSP team provided an overview of Local Road Safety Plans, the Safe System Approach, and the Oxnard LRSP's connection to the ongoing Oxnard Sustainable Transportation Plan (STP). Although the STP has a broader focus than the LRSP, the STP includes a goal to improve safety, connectivity, and mobility for all Oxnard travelers. Stakeholders shared the following safety concerns they have experienced or observed in Oxnard:

- People driving under the influence of drugs and/or alcohol, too fast, and/or not stopped at stop signs.
- Lack of Class IV bicycle infrastructure to separate people walking, bicycling, and driving.
- Uneven sidewalks due to tree roots.
- Lack of awareness around people traveling in wheelchairs.
- Poor driving habits, including around schools for pick up and drop off.

Stakeholders also participated in an interactive mapping activity by drawing points and lines to identify intersections and corridors with safety concerns. Some of the locations included:

- Gonzales Road: people driving at high speeds, including near schools
- Oxnard Boulevard: wide street with many lanes and limited pedestrian crossings
- Saviers Road & Clara Street: existing bus stop that would benefit from a crosswalk at the intersection to serve people riding transit.
- Wooley Road & C Street: many students crossing intersection to/from school.

## Field Visit: February 2022

On February 25, 2022, Fehr & Peers engineering and planning staff spent a day observing existing conditions and travel patterns along five hot spot corridors with officers from the Oxnard Police Department and staff from the Oxnard Public Works Department. The Oxnard Police Officers and Public Works staff provided additional context at key locations along the hot spot corridors that supplemented the collision and contextual factors analyzed in the collision analysis. The field visit helped the LRSP team better understand the safety challenges along the hot spot corridors and assess which safety strategies would and would not be applicable at various locations.

## Stakeholder Meeting #2: April 2022

Stakeholders shared trends and observations they had noted since the last stakeholder meeting, such as more people are walking, skateboarding, and biking around Oxnard and fewer students have been riding the bus due to COVID-19 and are getting dropped off, biking, or walking to school. The LRSP team shared the hot spot locations and collision profiles and associated countermeasures that had been identified through the collision analysis. Stakeholders provided feedback on the findings and draft safety strategies, such as:

- Support for the City to explore adding pedestrian crossing locations, such as along Gonzales Road, that reflect pedestrian desire lines, or informal places where pedestrians are observed frequently crossing a street outside of a crosswalk
- Support from Oxnard Police Department (PD) for

retroreflective backplates on traffic signal heads.

» Support from Gold Coast Transit District (GCTD) for curb extensions that could double as bus bulb outs, such as along C Street and Bard Road, which are two of GCTD's busiest routes.

The stakeholder meeting also served as a venue to identify partnership opportunities:

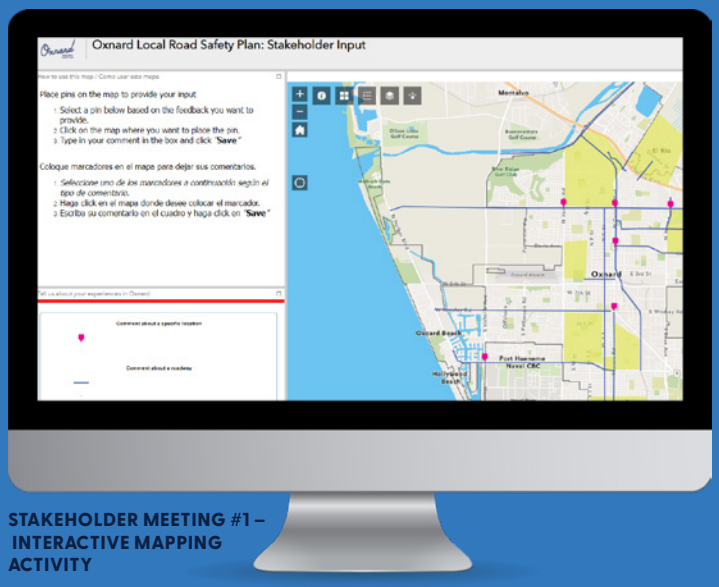
» GCTD sent Oxnard PD a flyer about the GCTD late night safe rides pilot program so that Oxnard PD could distribute the flyer at sobriety checkpoints to educate drivers about a transportation alternative to driving under the influence.

» School representatives identified an opportunity to partner with Oxnard PD to enforce school zone speed limits and stopping for school buses.

» Oxnard PD identified an opportunity to partner with the Public Works Department and school districts on the City's upcoming Safe Routes to School program as they have received grants from the Office of Traffic Safety to focus on bicycle and pedestrian safety and education and enforcement programs.

A full summary of stakeholder comments can be found in Appendix A.

FIELD VISIT




STAKEHOLDER MEETING #1 – INTERACTIVE MAPPING ACTIVITY

FIELD VISIT

# 04
# Existing Efforts

Over the past several years, the City has made investments in roadway safety through project implementation, grant applications, maintenance activities, and adoption of planning documents that identify priorities and future projects.

# Existing Efforts

Planning documents that have specific safety-related goals, policies, projects, and recommendations were reviewed to set the foundation for the LRSP. The planning documents include:

- Bicycle and Pedestrian Facilities Master Plan (BPMP)
- Capital Improvement Plan 2021 – 2026 (CIP)
- Complete Streets Safety Assessment (CSSA)
- Downtown Oxnard Vision Plan Charrette Report
- Downtown Strategic Plan
- Green Alleys Plan
- Oxnard Corridor Community Transportation Improvement Plan (OCCTIP)
- Oxnard General Plan Circulation Element
- Oxnard Sidewalk Survey Report
- Oxnard Transportation Demand Management (TDM) Plan

Intersections and corridors that were identified in several of these planning efforts were flagged as Opportunity Areas and are described later in this chapter.

City maintenance programs that are relevant to traffic safety were also reviewed to document safety considerations in routine City functions. The programs include the Streets Division of Public Works, the Pavement Management System (PMS) Update, the City's Intelligent Transportation System (ITS) Master Plan, and the City's 311 Reporting System.

This summary organizes Oxnard's existing roadway safety efforts into the five categories of a Safe System, as defined by FHWA: safe roads, safe speeds, safe road users, safe vehicles and post-crash care.

# Existing Efforts Within Safe System Approach

## Safe Roads

The Safe Roads Element of the Safe System Approach includes the physical design of roadways, including the separation of users in time and space, and whether designs are accommodating to human mistakes and injury tolerance levels. Roadway design projects with a focus on safety enhancements are summarized here.

### Capital Improvement Program (CIP)

The following projects are found in the City of Oxnard's 2021 CIP, *Our Assets, Our Safety, Our Future: 2021-2026 City of Oxnard Five Year Capital Improvement Program* (the City of Oxnard's 2022 CIP, Restoring Oxnard: 2022 - 2027 Capital Improvement Program, was adopted near the completion of this LRSP). Several projects are supplemented with funding from VCTC grant programs, such as Congestion Mitigation and Air Quality (CMAQ) and Transportation Development Act (TDA) funds.

#### COMPLETED OR UNDER CONSTRUCTION (AS OF MAY 2022)

- **C Street Bicycle Facilities:** Completed in Winter 2021, new Class II and Class III bicycle facilities were installed on C Street from W. Gonzales Road to Hueneme Rd with CMAQ funding.
- **La Colonia bicycle boulevards and green alleys:** Completed in 2022, several alleys in the La Colonia neighborhood were converted into pedestrian and cycling zones with green infrastructure elements, such as permeables surfaces and bioswales, as a first step in implementing the Oxnard Green Alleys Plan.
- **Northeast Community and Cloyne Street Bike Lanes:** New Class II and Class III bicycle lanes, bicycle detection, and pedestrian improvements will be implemented on several streets in Northeast Oxnard and along Cloyne Street with CMAQ and TDA funding. Expected completion is Spring 2023.
- **Oxnard Boulevard Bicycle Lanes:** Bicycle lanes will be implemented on Oxnard Boulevard from US-101 to Gonzales Road with CMAQ funding. Expected completion is December 2023.
- **Oxnard Boulevard/Saviers Road Signal Improvements:** Funded and planned signal upgrade projects in the CIP consist of new signal heads, protected left turn phasing, bicycle detection, Accessible Pedestrian Signals, and LED lights at five intersections along Oxnard Boulevard and Saviers Road. Expected completion Summer 2023.
- **Pedestrian Beacon Installation:** Completed in April 2020, new pedestrian crossing flashing beacons and signage along with ADA improvements and crosswalks were implemented

in various locations throughout the City with TDA funding.

- **Rose Avenue & Gary Drive New Traffic Signal:** Completed in May 2020, the City installed a new traffic signal and pedestrian ADA improvements and crosswalks at the intersection of Rose Avenue & Gary Drive by Oxnard College.
- **Sidewalks:** New sidewalks are planned for Ventura Blvd between Rose Ave and Balboa St. Expected completion is June 2023.
- **Signal Improvements on Oxnard Blvd, Channel Islands Blvd, and Ventura Rd:** The City was awarded HSIP Cycle 8 funding to implement improvements, including signal hardware upgrades, adding protected left turn phasing, Accessible Pedestrian Signals, and adding intersection lighting at seven signals. Expected completion, December 2022.

### PROJECTS IN DESIGN

- 4th Street Mobility Improvements: widen sidewalks, upgrade streetlights, install bike facilities, and improve bus stop.
- Adaptive traffic signals on Rose Avenue and Gonzales Road for 35 intersections. Expected completion is Winter 2023.
- Etting Road bike lane and sidewalks with TDA funding.
- Guardrail for Vineyard Avenue/ Patterson Road curve.
- The City plans to construct grade separation bridge over UPRR tracks, two new signals, bike lanes and sidewalks at Rice Avenue & Fifth Street. Expected completion Summer 2025.
- Traffic signal modernization at City's 170 signals.

## Adopted Plans

The City's Circulation Element, BPMP, OCCTIP, Downtown Vision Plan, Green Alleys Plan, TDM Plan, CSSA, and Oxnard Vision Plan feature infrastructure recommendations that prioritize safer roadway design.

**Circulation Element:** The Circulation Element establishes a goal for safe bicycle and pedestrian circulation throughout the city. For example, the Circulation Element recommends closing gaps in bicycle and sidewalk connectivity and improving ADA compliance at curb ramps and crosswalks.

**Complete Streets Safety Assessment:** The Oxnard Complete Streets Safety Assessment includes a review of existing conditions, a walk audit, and recommendations to improve safety and accessibility for people walking and biking in Oxnard. The CSSA benchmarks key strengths, enhancement areas, and opportunity areas for the City's existing bicycle and pedestrian programs, policies, and practices. Recommendations include curb extension, high visibility crosswalks, sidewalk widening, increasing pedestrian crossing time, and conflict striping at intersections for bike lanes.

**Bicycle and Pedestrian Facilities Master Plan:** The BPMP provides recommendations for Class I, II, and III bicycle facilities throughout Oxnard, as well as ADA improvements, countdown timer pedestrian signal heads, and pedestrian refuge islands. The plan also defines priority bicycle and pedestrian projects for the City to implement as funding becomes available.

**Oxnard Corridor Community Transportation Improvement Plan:** The OCCTIP recommends infrastructure upgrades, such as shared bike lanes, sidewalks,

new signals, roundabouts, and ADA improvements, along Oxnard Boulevard along with funding recommendations.

**Downtown Vision Plan and Downtown Strategic Plan:** The Downtown Vision Plan and Downtown Strategic Plan are important documents in Oxnard's Safe Roads efforts as they feature extensive community engagement and input. These plans identify and recommend opportunities for safer roadway infrastructure specifically in Downtown Oxnard, including complete streets concepts and safe bicycle connectivity in the Downtown core.

**Green Alleys Plan:** The Green Alleys Plan integrates Safe Roads concepts into Oxnard's network of alleyways. This Plan incorporates a shared street approach to alleys by re-imagining them as places with pedestrian, bicycle, and community-serving opportunities. Safety improvements outlined in the Green Alleys Plan include signage, bicycle facilities, and pedestrian crossing enhancements, and priority locations include La Colonia and South Winds neighborhoods, as well as Downtown.

**Oxnard Vision Plan:** As a part of the Southern California Association of Governments High Quality Transit Areas pilot, the Oxnard Vision Plan includes Safe Roads goals of promoting safety, reducing collisions, and supporting multi-modal travel in Downtown Oxnard. Specific infrastructure recommendations in the Oxnard Vision Plan include bicycle facilities, curb extensions, pedestrian scramble crosswalks, and lighting improvements.

**Accessible Sidewalk and Ramp Upgrades:** The Sidewalk Survey included an inventory of existing sidewalks, curb ramps, and traffic calming devices. The Sidewalk Survey also provides recommendations for high priority areas.

## Grant Funding

The City of Oxnard has received Active Transportation Program (ATP) and Highway Safety Improvement Program (HSIP) for roadway design projects.

**ATP Grant Funding:** Oxnard previously received funding through ATP Cycles 1-4 for infrastructure improvements. In 2021, Oxnard received funding for a Safe Routes to Schools program and mobility improvements for the 4th Street corridor through the most recent ATP Cycle 5. The Safe Routes to Schools improvements include physical curb extensions, accessible curb ramps, high-visibility crosswalks, roadside signs, traffic pavement markings and striping, and rectangular rapid flashing beacons (RRFBs) at six elementary schools. The Safe Routes to Schools program also includes walkability assessment at 26 schools to identify infrastructure improvements. The mobility improvements for the 4th Street corridor include pedestrian crossing enhancements, bicycle facilities, street lighting, and modified traffic signals.

**HSIP Grant Funding:** In 2021, Oxnard received HSIP funding as part of the most recent HSIP Cycle 10 for signal improvements, streetlights, and accessible crossing facilities, as well as pedestrian crossing upgrades near Ramona Elementary School.

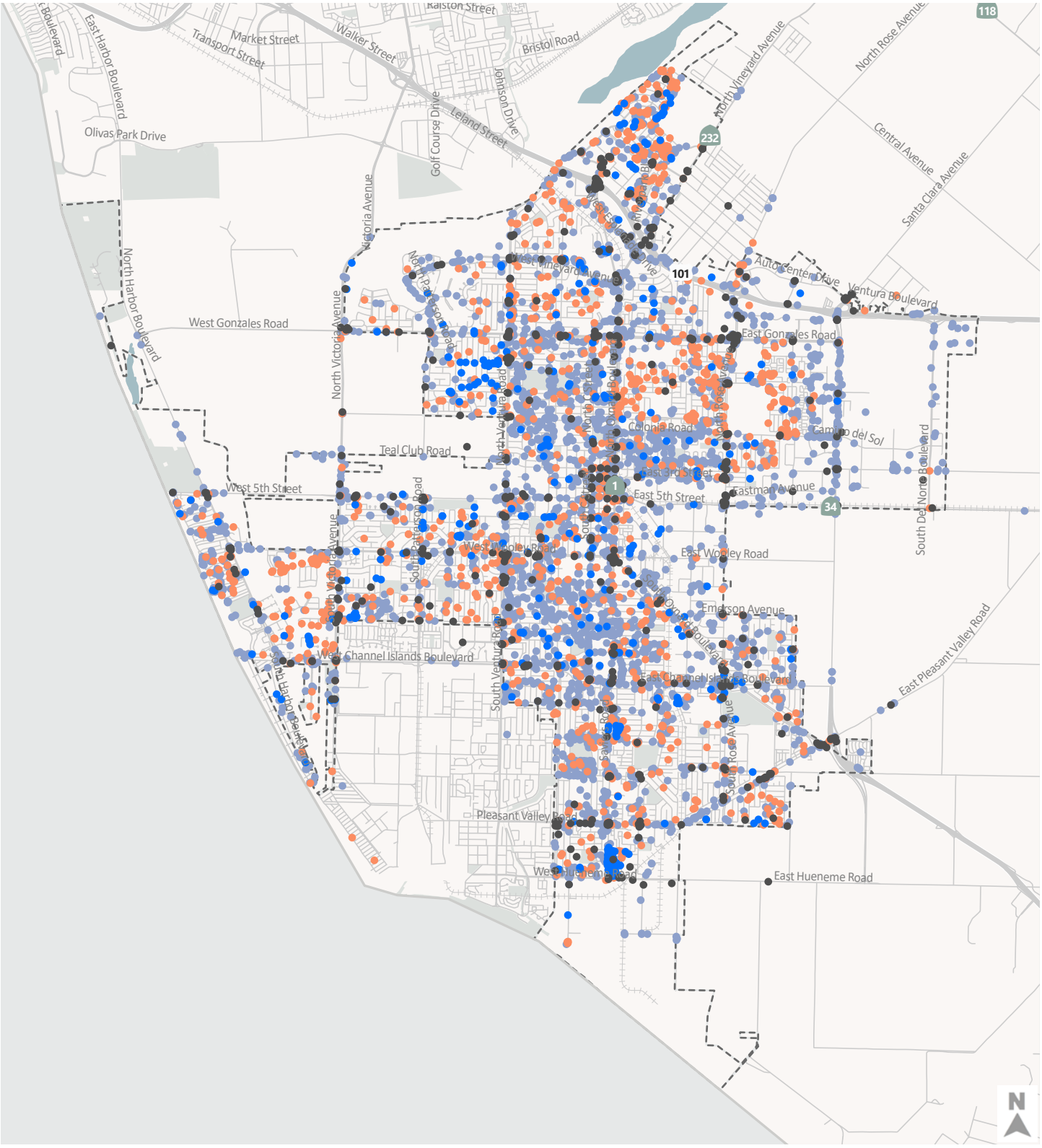
## Maintenance Programs

**Streets Division of Public Works:** The Streets Division of Public Works currently employs a reactive approach to repairs, under the philosophy that quickly addressing street maintenance issues avoids negative safety implications that may stem from disrepair. The division focuses on repairing inadequate structures back to their original, intended state. Although much of the Streets Division work is inherently related to safety, the division does not currently prioritize maintenance based on collision or other safety data, nor does it have in place a process for bundling safety improvement projects with maintenance projects for priority safety locations.

**Pavement Management System (PMS):** The PMS evaluates pavement conditions throughout the city and presents budget scenarios for maintaining or improving overall pavement condition. Recommendations range from light maintenance to full reconstruction, the latter of which presents opportunities for bundling maintenance with safety improvements, such as pedestrian crossing enhancements or bicycle lanes. However, this is currently not a feature of the PMS program.

**311 Reporting System:** The City began accepting non-emergency requests and reports through a 311 Reporting System in May 2016. Requests and reports cover a wide range of topics, such as potholes, overgrown landscape, faded street markings, and water waste and leaks, and are routed to the relevant department. Transportation safety-

## Oxnard 311 Transportation Safety-Related Requests between May 2016 and December 2020




311 Request Type (May 2016 - December 2020)

- Enforcement Requests
- Roadway Infrastructure (potholes, signs, and markings)
- Streetlight Out
- Signal Issues

# Existing Efforts (Continued)

related requests made between May 2016 and December 2020 were reviewed to provide additional context for the collision data. The majority of transportation safety-related requests are concentrated in the central part of the City between Ventura Road and Oxnard Boulevard with the majority of requests related to potholes, signs, and roadway markings.

## Safe Speeds

The Safe Speeds element of the Safe System Approach focuses on infrastructure and policy changes that specifically target speed as a major factor in collisions and collision severity.

Speed is a major concern for active transportation safety in Oxnard, with the BPMP noting that 64% of bicycle collisions occur on the City's high-speed, high-volume arterial roadways. The City collects speed data and performs a speed limit review every five years, as identified in the CSSA, and as of August 2022, is wrapping up a speed survey.

Oxnard's adopted plans contain infrastructure and program recommendations that support Safe Speeds efforts. These include speed radar trailers (BPMP), lane narrowing on Oxnard Boulevard and A Street to encourage slower speeds (Downtown Vision Plan), speed enforcement in school zones (Sidewalk Survey), and a neighborhood pace car program where residents pledge to drive courteously and obey the speed limit to discourage speeding on residential roadways while children walk to school (Sidewalk Survey).

## Safe Road Users

The Safe Road Users element of the Safe System Approach addresses safety from a behavioral perspective by focusing on education, engagement, and enforcement.

### Education

The CSSA notes several ongoing Safe Road Users educational efforts, such as traffic safety education programs led by the Oxnard Police Department and coordination between City departments and school districts to identify safety needs. The BPMP and Sidewalk Survey include Safe Road User recommendations. The BPMP recommends "Share the Road" campaigns that include the distribution of educational flyers and the creation of a multi-modal access guide. The Sidewalk Survey recommends staff and agency training on street safety topics such as pedestrian design treatments, and open street events where educational materials about Safe Road Users concepts may be distributed.

### Enforcement

Enforcement measures, both traditional and innovative, to equitably serve the goal of Safe Road Users have been highlighted in Oxnard's BPMP and Sidewalk Survey. Innovative policies include targeted enforcement in high collision areas or areas with high active transportation volumes, as well as concentrated enforcement during the start of the school year. Coordination between City staff, the public, and the Police Department are also noted as innovative enforcement opportunities to serve the Safe Road Users element. On the more traditional side, the Sidewalk Survey includes recommendations for increased driver fines, speed enforcement in school zones, and speed radar trailers, which establish a nexus between the Safe Road Users and Safe Speeds elements.

### Engagement

The upcoming Safe Routes to Schools program, described under Safe Roads, also includes bicycle and pedestrian safety educational workshops, bicycle and pedestrian rodeos, and coordination with Oxnard Police Department to develop action plans for 26 schools, including the six schools receiving infrastructure improvements. The Oxnard Police Department also received Office of Traffic Safety (OTS) grant funding for educational outreach on bicycle and pedestrian safety and enforcement, safety items for distribution, and enforcement of bicycle and pedestrian safety violations. The grant funding also allocates funds to the Police Department to target DUIs with sobriety checkpoints and educational campaigns (e.g. "Know Your Limit"), distracted driving, motorcycle safety, and traffic violations.

## Safe Vehicles

Some existing and emerging on-board vehicle technologies require investments in public infrastructure in order to function properly. For example, lane departure warning technology, common on newer vehicles, requires regular maintenance of roadway striping and the use of highly retroreflective materials to maximize effectiveness. The City's pavement management system and resurfacing program would support the effectiveness of this technology. Emerging Vehicle-to-Infrastructure (V2I) technologies will likely require integration with existing infrastructure, and the City's ITS Master Plan includes emergency vehicle preemption and transit signal priority investments for each phase of the plan.

In addition to technological and infrastructure investments, the City of Oxnard has made safety interventions that recognize the role particular vehicles play in safer roadways. In 2019, the City re-routed trucks away from Oxnard Boulevard in Downtown Oxnard based on concerns of narrow streets and tight turns.

## Post-Crash Care

While much of the Safe System Approach centers on collision prevention, Post-Crash Care is an important element in reducing fatalities or life-changing complications when collisions do occur. Within road design, Post-Crash Care involves the balance of prioritizing access for active transportation modes while considering emergency vehicle access needs.

The CSSA notes that City staff review collision reports semi-annually, as well as whenever requests are made for infrastructure improvements, which aligns with the Sidewalk Survey's recommendation to use collision data to monitor collision trends. The Sidewalk Survey recommends the City use their collision monitoring to collaborate with the Police Department, first responders, and health professionals to develop more efficient reporting and robust datasets to drive post-crash analysis. The City's ITS Master Plan includes a goal to improve public safety and incident response times by including investments, such as expanding on the City's existing emergency vehicle preemption program by adding new preemption as part of signal and infrastructure upgrades. The City implemented emergency vehicle preemption at 70 signals and is expanding the system to 30 additional signals.

## Opportunity Areas

Based on the planning documents reviewed, fifteen opportunity areas were selected to form a baseline for priority safety improvements in the City. While all safety-related planning documents were reviewed, not all plans are represented in the final list of opportunity areas. Corridors and intersections that meet at least one of the following selection criteria were selected as opportunity areas:

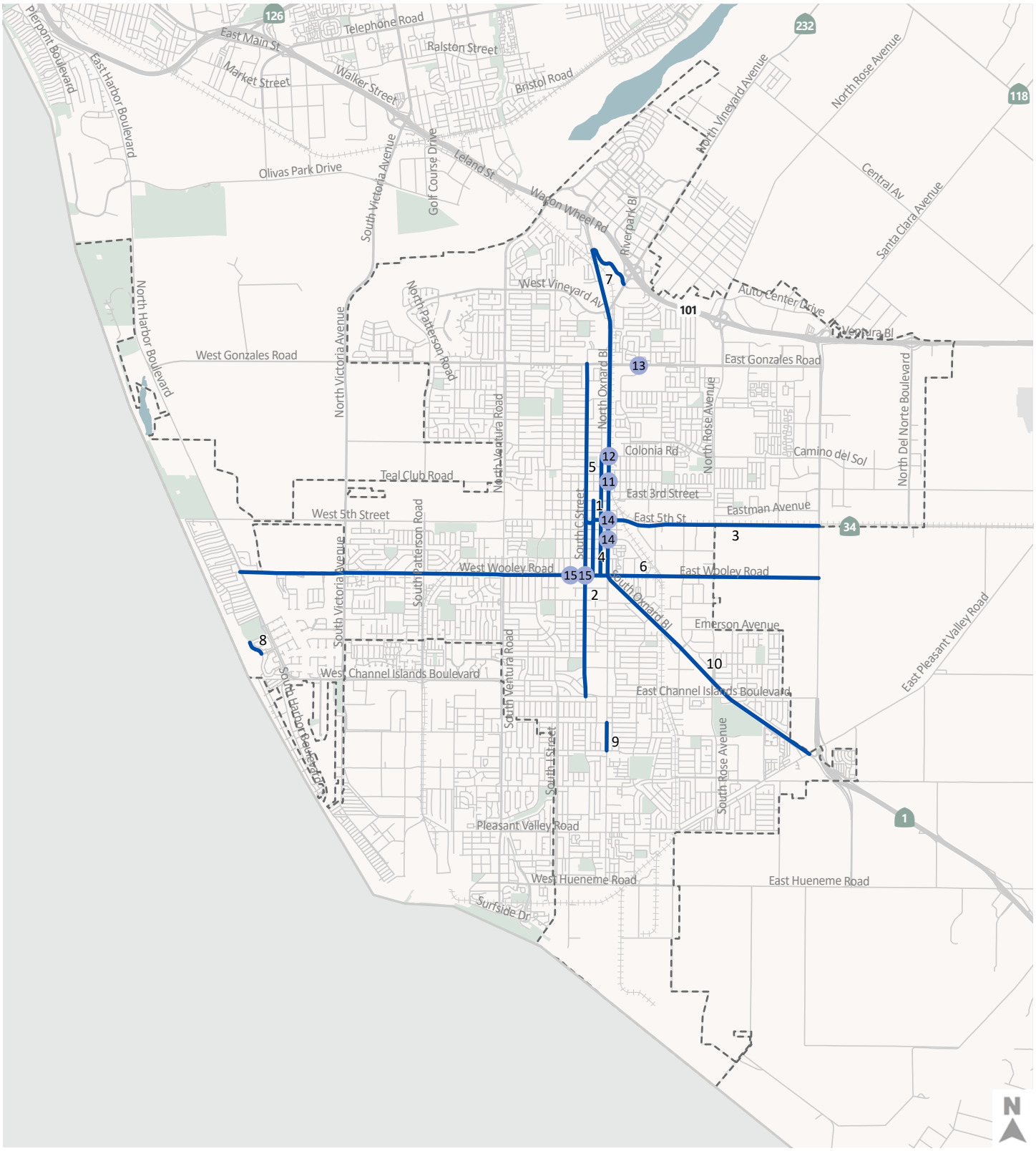
- Mentioned in three or more plans
- Existing conditions were verified through field visits
- Majority of proposed improvements are related to safety
- Located outside of the Downtown Oxnard area to provide citywide geographic coverage as most other plans were focused on the central area of the City and Oxnard Boulevard.

The opportunity areas were identified in their respective plans through data analysis, field visits, and community engagement. Most locations contain several distinct safety recommendations, and some components of those recommendations may have confirmed funding though the CIP.

The fifteen locations are listed below, and mapped on the following page. The detailed Opportunity Areas Matrix is in Appendix B.

1. Oxnard Boulevard from Esplanade Drive to Wooley Road
2. C Street from Gonzales Road to Channel Islands Boulevard
3. 5th Street from C Street to Rice Avenue
4. B Street from 3rd Street to Wooley Road
5. A Street from Colonia Road to Wooley Road
6. Wooley Road from Harbor Boulevard to Rice Avenue
7. Esplanade Drive from Vineyard Avenue to Oxnard Boulevard
8. Mandalay Beach Road from Falkirk Avenue to Costa de Oro
9. Saviers Road from Thomas Avenue to Yucca Street
10. Oxnard Boulevard from Wooley Road to Pleasant Valley Road
11. Oxnard Boulevard & 1st Street
12. Oxnard Boulevard & Colonia Road
13. Pacifica High School & Gonzales Road
14. Oxnard Boulevard & 5th Street/7th Street
15. Wooley Road & E Street/C Street

## City of Oxnard Planning Documents Review: Opportunity Areas




Opportunity Area Corridors

Opportunity Area Intersections

Champion
VOTE

# 05
# Safety Analysis

This chapter summarizes the results of a comprehensive collision analysis for the City of Oxnard, which informed the identification of emphasis areas and safety strategies for the City.

# Safety Analysis

This analysis reflects injury collisions that occurred on City of Oxnard roadways between 2016 and 2020 according to the Transportation Injury Mapping System (TIMS) and the City of Oxnard Record Management System (RMS) database as of August 2021 (excluding grade-separated facilities, such as US-101 and portions of SR-1). Collisions resulting only in property damage are not included in this analysis.

To better understand systemic collision patterns in Oxnard, contextual factors were analyzed in conjunction with collision characteristics. Contextual factors include:

- Roadway attributes, such as number of lanes, posted speed limit and classification
- Roadway facilities, such as traffic signals, streetlights, and on-street bicycle facilities
- Nearby land uses, such as communities with a disadvantaged or low-income community designation, schools, parks, and transit.
- Driver behavior, such as hard braking or acceleration activity

Additional details of the contextual factors and systemic analysis are documented in a Collision History and Data Collection/Assessment memorandum, found in Appendix C. During the development of the LRSP, the City was also updating their collision reporting and data management process by implementing the Crossroads Software Collision Report Writer. Details about this effort are in the Crossroads Data Management Plan, found in Appendix C.

## Key Takeaways

**People walking and biking are more likely to be killed or severely injured in a collision. More than half of fatal collisions involved someone walking or biking.**

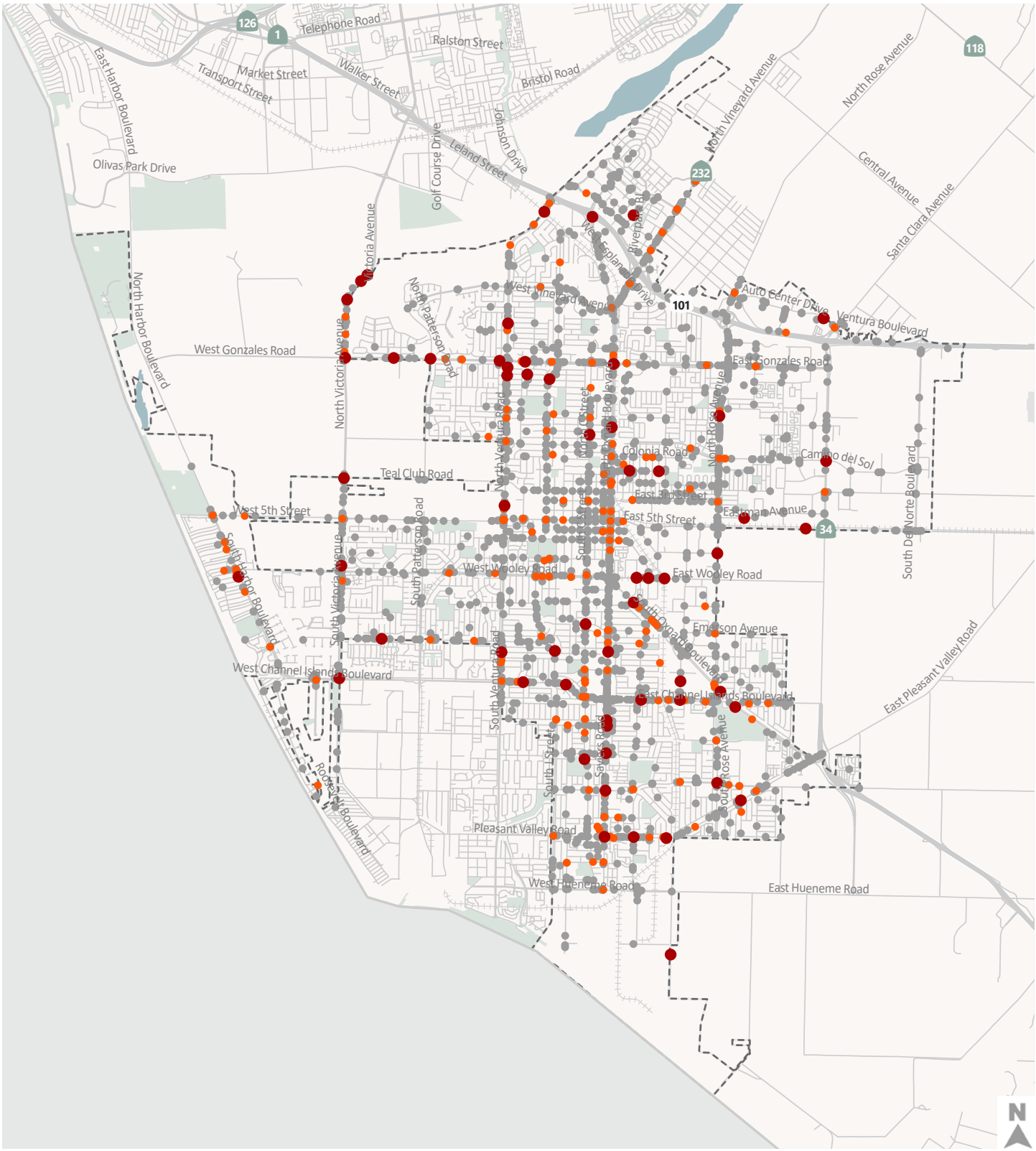
**Unsafe speed violations accounted for nearly a quarter of all injury collisions.**

**Bicycle and pedestrian collisions primarily occurred during the PM peak period and late at night, when visibility is limited and people may be traveling at higher speeds.[18]**

**Pedestrians crossing outside of a marked crossing accounted for over half of severe and fatal pedestrian-involved collisions.**

**Nearly 90 percent of collisions occurred within an intersection sphere of influence.[19]**

## Injury Collisions (2016 - 2020)




Crash Severity

- Fatal
- Injury (Severe)
- Other Injury

# Collision Overview

**Killed or Severely Injured in a Collision**

Severe injuries resulting from a traffic collision can result in a number of catastrophic impacts, including permanent disability, lost productivity and wages, and ongoing healthcare costs. These injuries can include:

- Broken or fractured bones
- Dislocated or distorted limbs
- Severe lacerations
- Severe burns
- Skull, spinal, chest or abdominal injuries
- Unconsciousness at or when taken from the collision scene

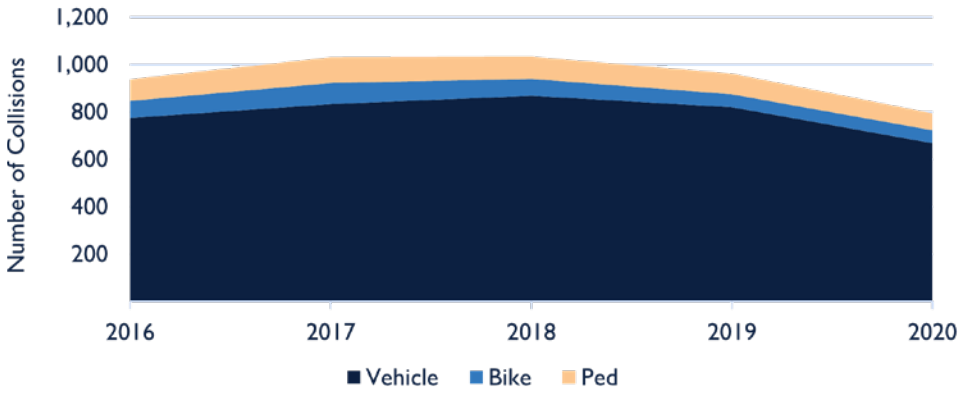
Throughout this plan, the acronym KSI is used to denote collisions where someone was killed or severely injured.

## INJURY COLLISIONS BY YEAR AND MODE, 2016 - 2020

**From 2016 to 2020, there were 4,751 injury collisions. Someone was killed or severely injured (KSI) in 259 of these collisions (5% of the total). On average, 12 people were killed each year in Oxnard in a traffic collision.**

The number of injury collisions increased from 2016 to 2017 and 2018, then generally trended downwards in 2020. Travel patterns in 2020 shifted due to the COVID-19 pandemic as people were working and attending school remotely, and are likely not representative of longer-term typical conditions.

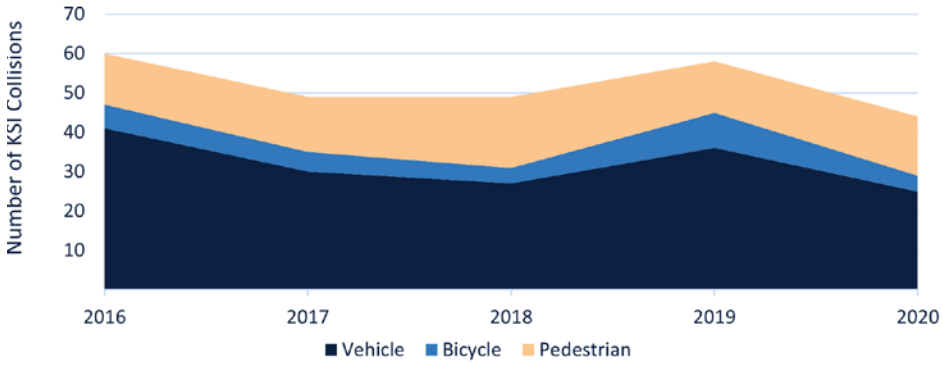
## *ALL* INJURY COLLISIONS BY YEAR AND MODE (2016-2020)




## KSI COLLISIONS BY YEAR AND MODE, 2016 - 2020

From 2016 to 2020, the number of KSI collisions trended inversely to the number of injury collisions, where KSI collisions decreased in 2017 and 2018 but increased in 2019. KSI collisions followed the same pattern as total injury collisions with a decrease in 2020.

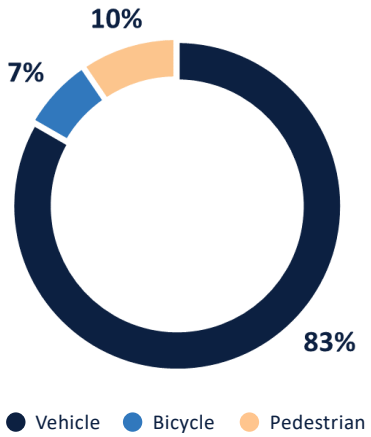
## *KSI* COLLISIONS BY YEAR AND MODE (2016-2020)



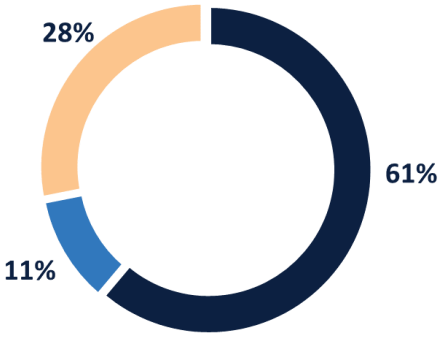
## COLLISIONS BY MODE

**People walking and biking were involved in 17 percent of total collisions, but 39 percent of KSI collisions.** People walking were particularly over-represented in KSI collisions, as they were involved in ten percent of all collisions but 28 percent of KSI collisions. Additionally, 52 percent of the City's fatal collisions involved either a bicyclist or a pedestrian.

### *ALL* INJURY COLLISIONS BY MODE




### *KSI* COLLISIONS BY MODE




## INJURY COLLISIONS BY TYPE

**The most common injury collision types in Oxnard were:**

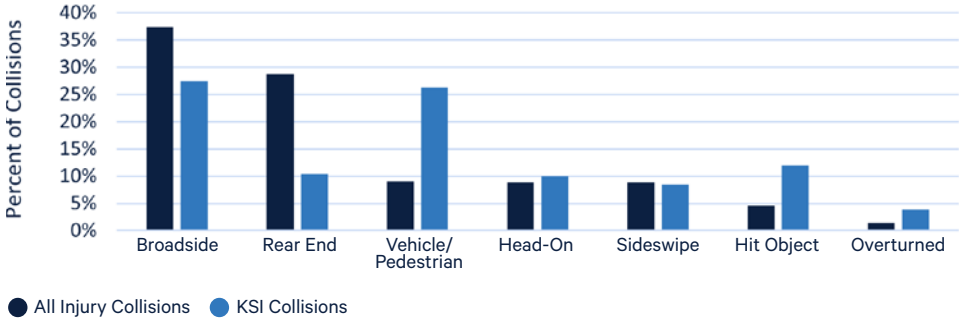
- **Broadside (37%)**
- **Rear End (29%)**
- **Head-On (9%)**
- **Sideswipe (9%)**
- **Vehicle/Pedestrian (9%)**

**For KSI collisions, the most common collision types in Oxnard were:**

- **Broadside (27%)**
- **Vehicle/Pedestrian (26%)**
- **Hit Object, such as trees, utility poles, or traffic barriers (12%)**

This trend further illustrates the disproportionate share of KSI collisions involving pedestrians in Oxnard. Hit Object collisions were also more likely to result in a fatality or severe injury, compared to other common collision types.

### INJURY COLLISIONS BY COLLISION TYPE (2016-2020)



## PRIMARY COLLISION FACTOR

Collision reports note a Primary Collision Factor (PCF), which is the reporting officer's determination of the violation that was the primary cause of the collision. In Oxnard, the most **common violations** were :

- **Unsafe Speed (23%)**
- **Vehicle Right of Way Violation (23%)**
- **Traffic Signals and Signs (11%)**

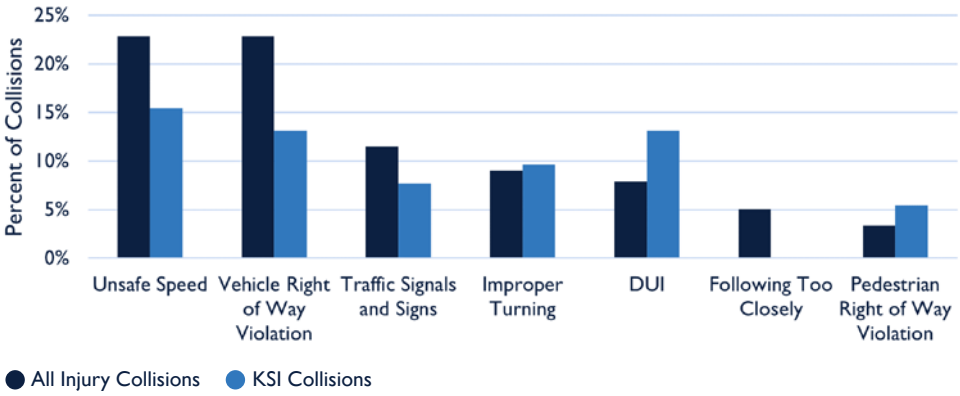
The majority of Vehicle Right of Way violations included drivers not yielding during left turns or U-turns, drivers not adhering to right of way rules at stop signs, and drivers not yielding to oncoming traffic when entering or crossing the road from property or alley. The majority of Traffic Signals and Signs violations were drivers running red lights and stop signs.

For **KSI collisions**, the most common violations were :

- **Unsafe Speed (15%)**
- **Pedestrian Violation (14%)**
- **Driving/Bicycling Under the Influence (13%)**
- **Vehicle Right of Way Violation (13%)**

The Pedestrian Violation PCF indicates that the pedestrian violated a rule of the road, such as crossing on a red signal, as opposed to the Pedestrian Right of Way Violation PCF (4%), where the driver violates the pedestrian's right of way.

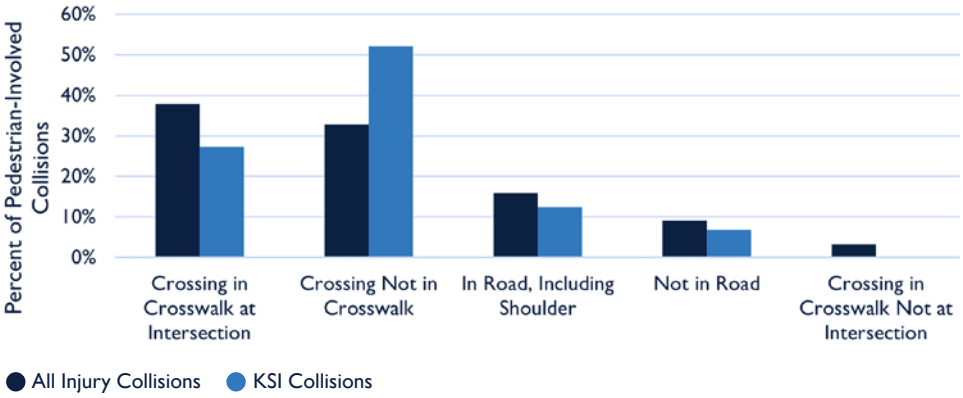
## PRIMARY COLLISION FACTOR (2016-2020)



## PEDESTRIAN ACTION/LOCATION

**A large share of injuries to people walking occurred when people were crossing in the crosswalk at an intersection (38%) or crossing not in a crosswalk (33%).** For **KSI collisions, pedestrians crossing not in a crosswalk** made up the largest share (52%). Collisions where people were crossing the street outside of crosswalks and walking in the road may indicate that there are unmet pedestrian desire lines and these locations were evaluated to identify potential locations for new crosswalks and sidewalks.

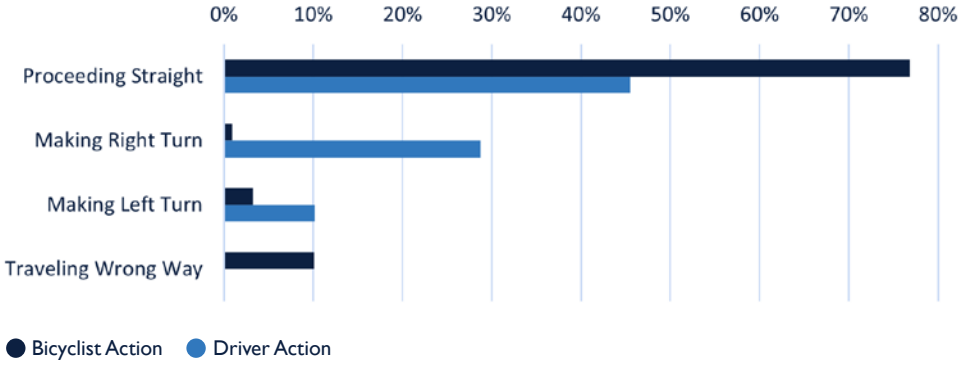
## PEDESTRIAN ACTION PRECEDING INJURY COLLISION (2016-2020)




## BICYCLIST/DRIVER MOVEMENT

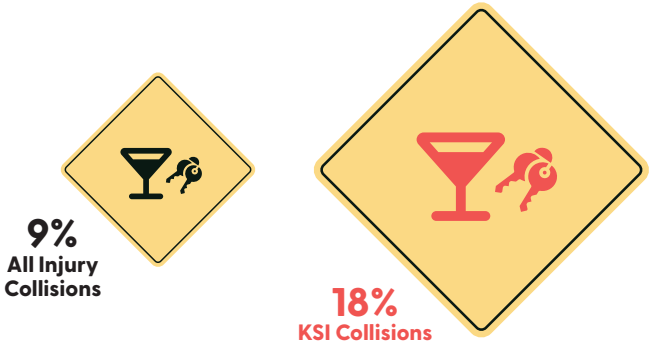
**In bicyclist collisions, the majority of people biking were either proceeding straight (77%) or traveling the wrong way on the road** (i.e. traveling against the flow of vehicular traffic; 10%) before the collision occurred. The majority of people driving were also proceeding straight (46%) followed by making either a right turn (29%) or left turn (10%). Collisions involving a vehicle turning movement may indicate a need to increase drivers' awareness of bicyclists by increasing the visibility of bicyclists with signage and striping.

## MOVEMENT PRECEDING COLLISION FOR BICYCLE-INVOLVED INJURY COLLISIONS (2016-2020)



## DRIVING UNDER THE INFLUENCE

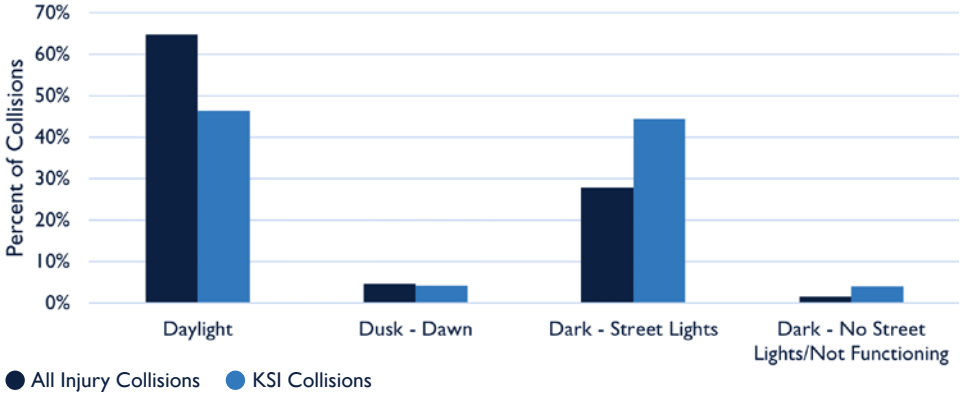
A driver under the influence of alcohol and/or drugs increases the likelihood of a collision resulting in a severe injury or a fatality. From 2016 to 2020, nine percent of all collisions involved drugs or alcohol. The percentage increases to **18 percent for KSI collisions.**




## LIGHTING CONDITIONS

Roadway lighting conditions can influence the visibility of roadway users, especially pedestrians and bicyclists, and road infrastructure. **While 30 percent of all collisions occurred during nighttime, nighttime collisions accounted for 48 percent of KSI collisions.**

### INJURY COLLISIONS BY LIGHTING CONDITIONS (2016-2020)

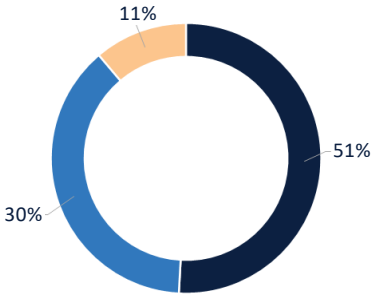



## LOCATION TYPE

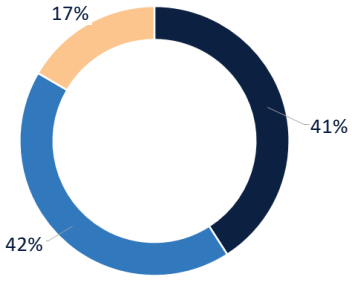
**Most injury collisions took place at intersections (89%), with the largest share at signalized intersections (51%).** Injury collisions are more likely to occur at intersections than midblock because people walking, biking, and driving are interacting with other road users, changing directions, and making decisions. **Midblock collisions make up a larger share of KSI collisions (17%) compared to all injury collisions (11%).**

### INJURY COLLISIONS BY LOCATION

#### *ALL* INJURY COLLISIONS




#### *KSI* COLLISIONS

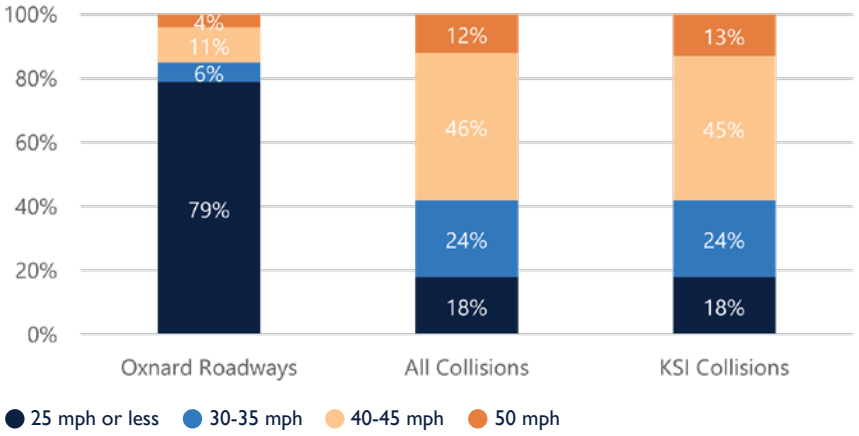



Signalized Intersection · Non-Signalized Intersection · Midblock

## POSTED SPEED

Speed is the primary factor in determining the severity of a collision. While roadways with 40 - 45 mph posted speed limit make up 11 percent of all centerline miles in Oxnard, these roadways accounted for nearly half of all injury collisions (46%) and KSI collisions (45%). **Roadways with posted speed limit of 25 mph or less account for nearly 80 percent of Oxnard's centerline miles but represent only 18 percent of all injury collisions and KSI collisions.**

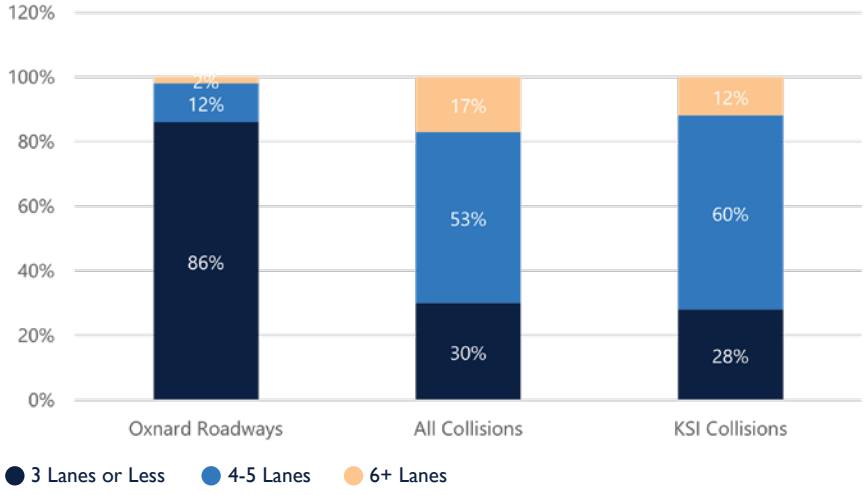
### INJURY COLLISIONS AND SHARE OF ROADWAY NETWORK BY POSTED SPEED




## NUMBER OF LANES

The number of lanes on a roadway can influence the frequency and severity of collisions with a larger number of lanes often accompanied by higher speed limits/speeds. A larger number of lanes also increases the number of conflict points with vehicles changing lanes in addition to conflict points between people driving, bicycling, and walking. **While roadways with 4 – 5 lanes make up 12 percent of all centerline miles in Oxnard, roadways with 4 – 5 lanes accounted for the majority of all collisions (53%) and KSI collisions (60%). Roadways with 3 lanes or less, which are often accompanied by lower speeds, make up the majority of centerline miles in Oxnard (86%) but accounted for a much smaller share of all collisions (30%) and KSI collisions (28%).**

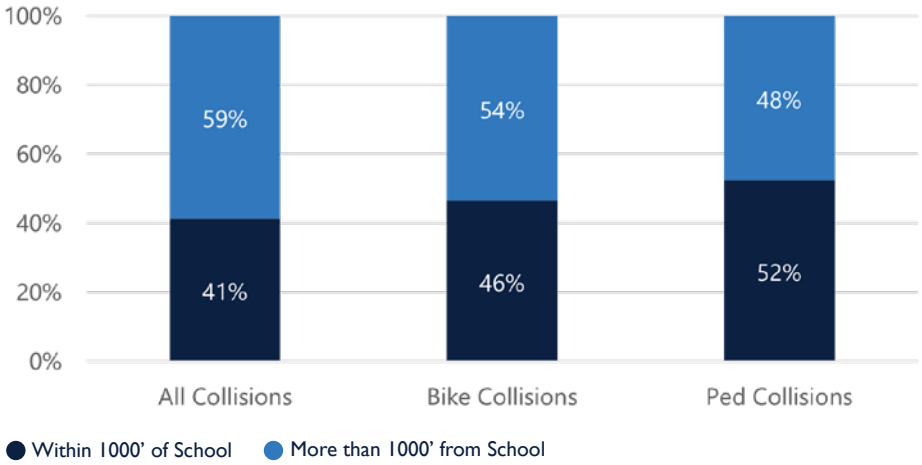
### INJURY COLLISIONS AND SHARE OF ROADWAY NETWORK BY NUMBER OF LANES



## PROXIMITY TO SCHOOLS

Schools are areas of concentrated walking and bicycling activity, especially during arrival and dismissal times. **While 41 percent of all injury collision occurred near a school (within 1000' feet), a larger share of injury collisions involving a bicycle (46%) or a pedestrian (52%) occurred near a school.**

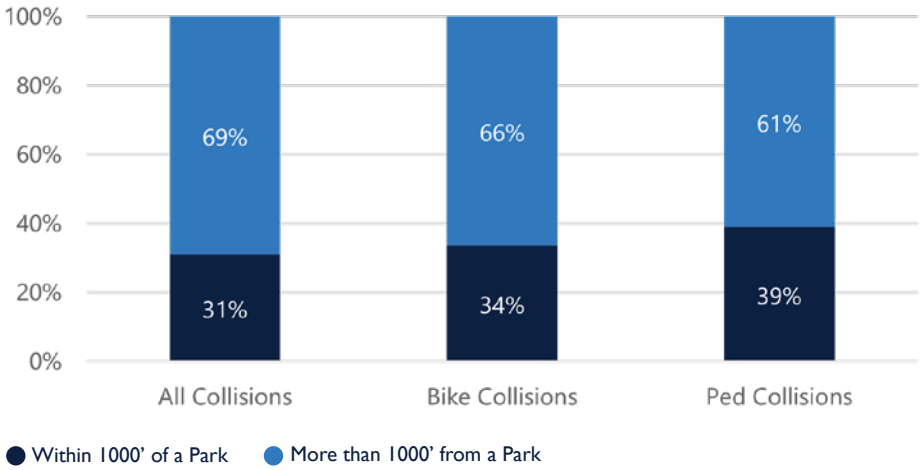
## INJURY COLLISIONS IN PROXIMITY TO A SCHOOL




## PROXIMITY TO PARKS

Parks are often areas of concentrated walking and bicycling activity, with people walking and bicycling to, from, and around a park. **While 31 percent of all injury collision occurred near a park (within 1000' feet), a larger share of injury collisions involving a bicycle (34%) or a pedestrian (39%) occurred near a park.**

## INJURY COLLISIONS IN PROXIMITY TO A PARK



Channel Islands Bl
BIKE LANE

# Hot Spot Analysis

In safety analyses, locations with a higher number of crashes are often referred to as "hot spots."[20] The term "hot spot" is used to differentiate the conventional, reactive approach that looks at observed crash patterns from the proactive and systemic analysis approach. The top ten intersections were identified for all injury collisions, weighted score (i.e. higher severity collisions were weighted more heavily), and collision rate based on vehicle volume (i.e. per million entering vehicles). Similarly, the top ten roadway segments were identified for all injury collisions, weighted score, and collisions per million vehicle miles traveled. Intersections and roadway segments with fewer than three collisions were omitted for this analysis.

The top ten intersections and roadway segments for weighted score are listed below and the top ten intersections and roadway segments based on the additional metrics are in Appendix C.

## Intersections

To associate collisions to intersections, a set of non-overlapping areas of influence were generated based on a 50-foot radius around minor intersections and a 250-foot radius around major intersections.[21] Major intersections are defined as intersections where a primary road meets a primary, secondary, or minor road and where a secondary road meets a secondary or minor road.

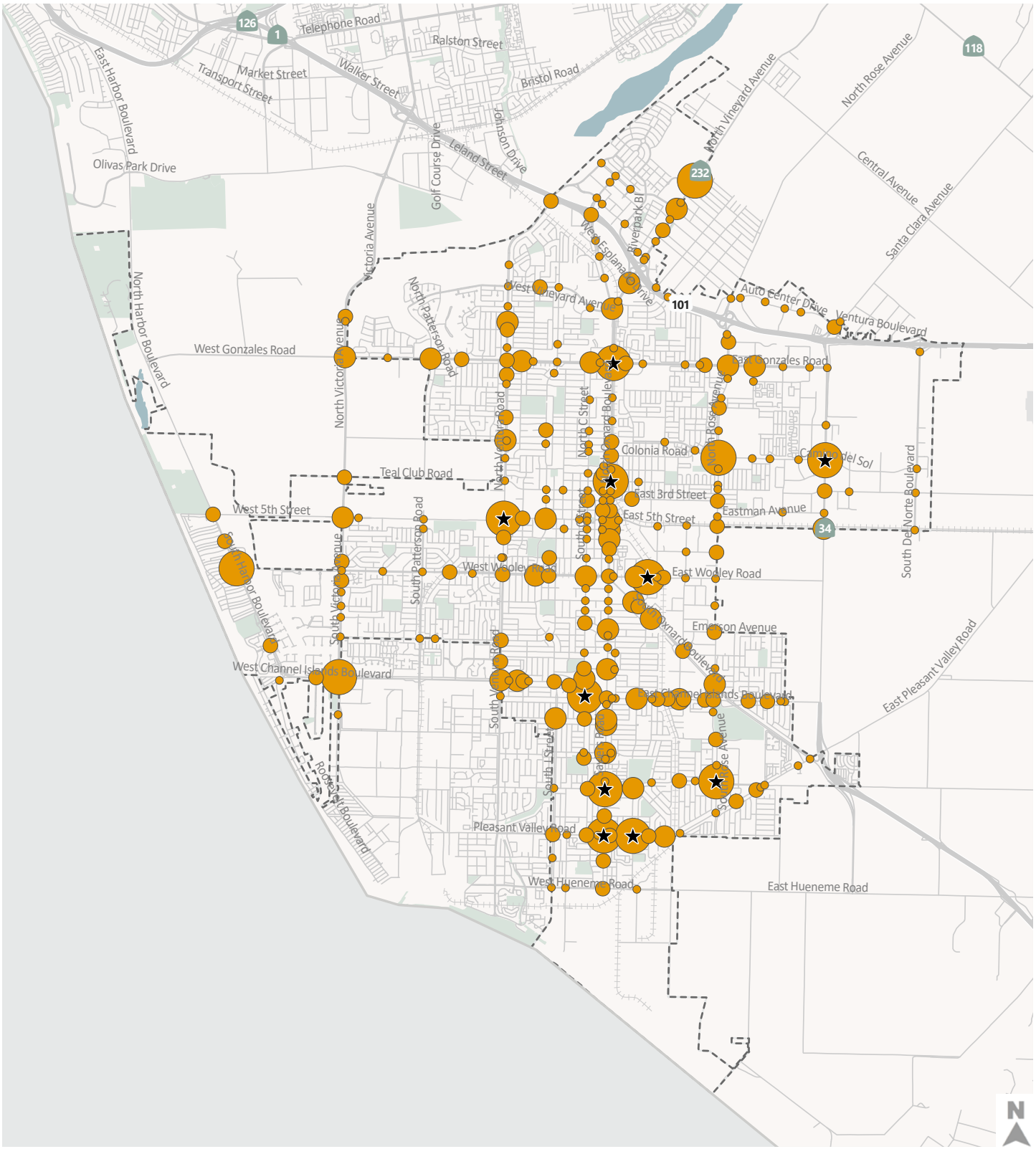
To calculate weighted scores, collisions were weighted by severity: collisions where the highest degree of injury was a fatality or severe injury received a weight of 27. The weight of 27 for KSI collisions was calculated by comparing the average cost of a fatality or severe injury ($2.1 million) to the average cost of other visible injury, complaint of pain, and property damage only ($78.8 thousand) for a ratio of 27:1. The collision costs are found in the Caltrans Local Road Safety Manual Benefit/Cost Ratio Calculations.[22]

The ten intersections with the highest weighted score are at major intersections, which have relatively high traffic volumes and increased exposure.

**TOP TEN INTERSECTIONS BY TOTAL WEIGHTED SCORE (2016-2020)**

| Intersection Name | Intersection Classification | Weighted Score | Total Injury Collisions | KSI Collisions |
|---|---|---|---|---|
| W Pleasant Valley Rd & Saviers Rd | Primary-Primary | 149 | 19 | 5 |
| S Ventura Rd & W Fifth St | Primary-Primary | 137 | 33 | 4 |
| S Rose Ave & E Bard Rd | Secondary-Secondary | 135 | 31 | 4 |
| E Wooley Rd & Commercial Ave | Secondary-Minor | 123 | 19 | 4 |
| W Channel Islands Blvd & S C St | Primary-Secondary | 110 | 32 | 3 |
| N Rice Ave & Camino Del Sol | Primary-Secondary | 104 | 26 | 3 |
| W Bard Rd & Saviers Rd | Primary-Secondary | 97 | 45 | 2 |
| N Oxnard Blvd & 1st St | Primary-Minor | 97 | 19 | 3 |
| E Pleasant Valley Rd & Cypress Rd | Primary-Minor | 95 | 17 | 3 |
| N Vineyard Ave & Thames River Dr | Primary-Minor | 93 | 15 | 3 |

## Intersections by Total Weighted Score (2016-2020)




Weighted Score

- 4 - 20
- 21 - 48
- 49 - 83
- 84 - 149

★ Top Ten Intersections for Weighted Score

*Note: The total weighted score for each intersection reflects collisions involving a fatality or severe injury receiving a weight of 27 and other injury collisions receiving a weight of one.

## Roadway Segments

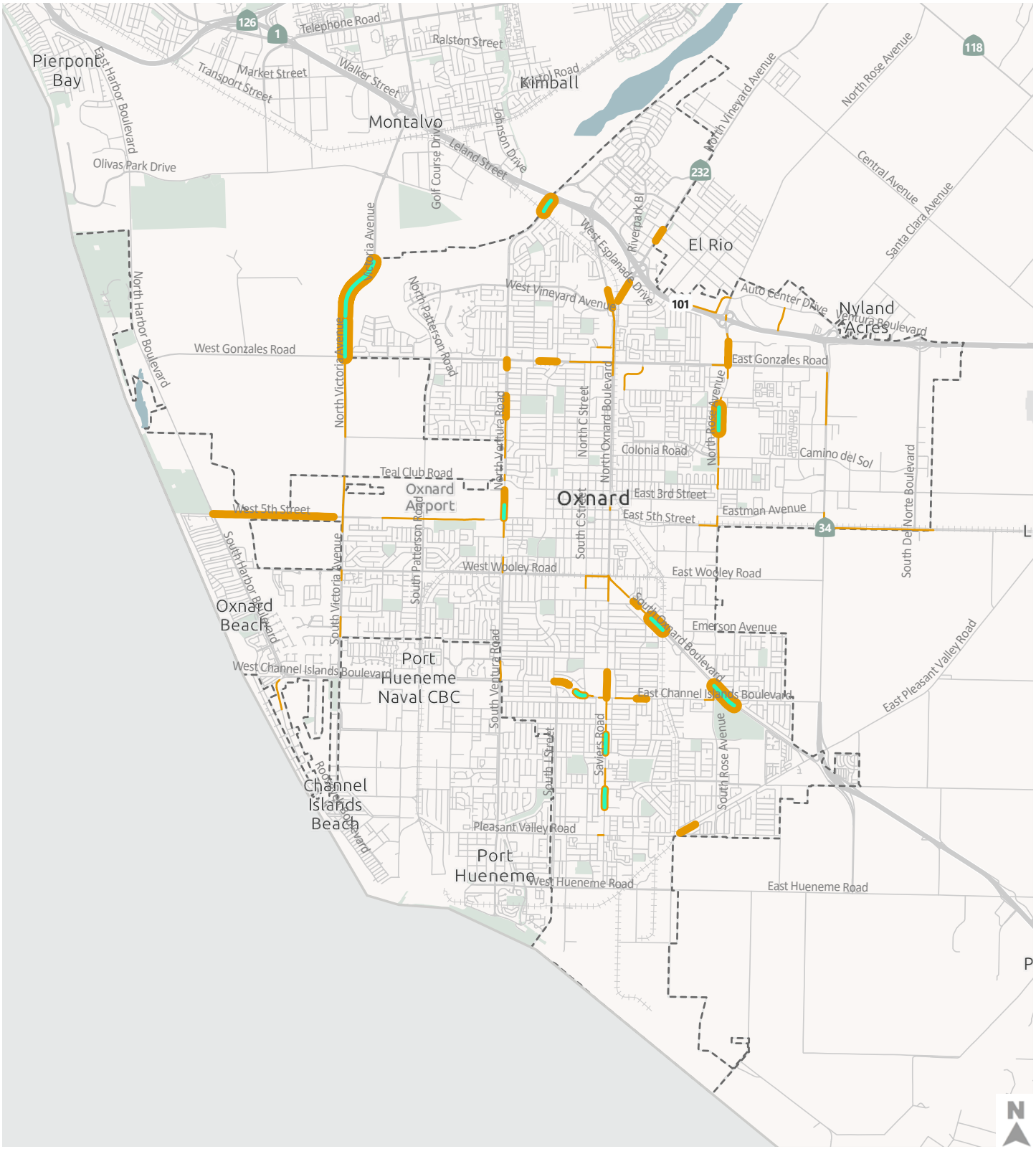
In identifying roadway segment hot spots, collisions that were more than 50 feet away from an intersection were matched to the nearest roadway segment. Because of the sphere of influence for large intersections, some collisions were assigned both to an intersection and a roadway segment.

Consistent with the intersection analysis, collisions were weighted by severity for the roadway segment analysis with KSI collisions receiving a weight of 27 and other injury collisions receiving a weight of one. Similar to the intersection analysis, the ten segments with the highest weighted score are major (primary and secondary) roadways, which have relatively high traffic volumes and increased exposure.

### TOP TEN ROADWAY SEGMENTS BY TOTAL WEIGHTED SCORE (2016-2020)

| Road Name | From | To | Class | Weighted Score | Total Collisions | KSI Collisions |
|---|---|---|---|---|---|---|
| N Victoria Ave | Gum Tree St | City Boundary | Primary | 88 | 10 | 3 |
| N Victoria Ave | Flax Pl | W Gonzales Rd | Primary | 68 | 16 | 2 |
| S Oxnard Blvd | E Date St | Midblock (Near Sunkist Cir) | Primary | 62 | 10 | 2 |
| N Rose Ave | N Rose Ave & Camino De La Luna | Cesar Chavez Dr & N Rose Ave | Secondary | 61 | 9 | 2 |
| N Ventura Rd | Wagon Wheel Rd | Railroad Crossing | Secondary | 56 | 4 | 2 |
| S Oxnard Blvd | Rose Ave | Channel Island Blvd | Primary | 56 | 4 | 2 |
| Saviers Rd | E Yucca St | Plaza Driveway | Primary | 36 | 10 | 1 |
| Saviers Rd | W Bard Rd | Fashion Park Pl | Primary | 35 | 9 | 1 |
| S Ventura Rd | W Fifth St | Plaza Dwy | Primary | 33 | 7 | 1 |
| W Channel Islands Blvd | S C St | The Palms Apts Dwy | Primary | 33 | 7 | 1 |

## Roadway Segments by Total Weighted Score (2016-2020)




Weighted Score — Top Ten Weighted Score

- 4 - 12
- 13 - 36
- 37 - 88

*Note: The total weighted score for each roadway segment reflects collisions involving a fatality or severe injury receiving a weight of 27 and other injury collisions receiving a weight of one.

# Systemic Analysis

Systemic analysis is a proactive safety approach that evaluates an entire roadway network using a defined set of criteria. Systemic analysis merges adjacent road, intersection, and land use features with collision data to uncover relationships between contextual factors and the risk of frequent and severe collisions.

## Contextual Data Overview

To better understand systemic collision patterns in Oxnard, contextual factors were analyzed in conjunction with collision characteristics. Contextual factors include:

- Roadway attributes
- Roadway facilities
- Nearby land uses
- Driver behavior

The area of influence for each contextual factor varied based on the level of anticipated activity each contextual factor would generate (e.g. a school has a much larger area of influence than a transit stop). Major intersections are defined as intersections that include a major road (i.e. Primary or Secondary road, as defined by the City's Circulation Element) road. A subset of contextual factors and their respective areas of influence are summarized in the following table; the full set of contextual factors is in **Appendix C**.

### CONTEXTUAL FACTORS AND THEIR AREAS OF INFLUENCE

| Roadway Characteristics | Distance |
|---|---|
| Number of Lanes | 50' |
| Posted Speed Limit | 50' |
| Roadway Classification (from Oxnard General Plan):<br>» Primary<br>» Secondary<br>» Minor | 50' |
| Traffic Signal<br>» Fully Protected Left Turn Phases | 50' Minor Roadway<br>250' Major Roadway |
| Location Type<br>» Major Intersection*<br>» Minor Intersection*<br>» Midblock | 50' Minor Intersection<br>250' Major Intersection<br>250'+ Midblock |
| Average Annual Daily Traffic (AADT) | 50' |
| **Roadway Facilities** | **Distance** |
| Streetlights | 75' |
| On-Street Bicycle Facility | 100' |
| **Land Use Characteristics** | **Distance** |
| Disadvantaged or Low-Income Community based on SB 535 or AB 1550 designation | Inside or within 100' of boundary |
| Schools | 1,000' |
| Bus stop | 500' |
| Parks | 1,000' |

* Major intersections are defined as where a primary road meets a primary, secondary, or minor road and where a secondary road meets a secondary or minor road. Minor intersections are defined as where a minor road meets a minor road.

Source: The data in this table were provided by City of Oxnard and the California Air Resources Board.

# Systemic Trends

Collision data were paired with contextual data in a series of systemic matrices. Outputs from the collision analysis were used to populate a set of matrices that have collision attributes (e.g. violation, collision type, time of day) in rows and contextual data in columns. The matrices help identify combinations of factors that contributed to a high number of total collisions, KSI collisions, bike collisions, and pedestrian collisions. The identified combinations informed the development of collision profiles (described in Chapter 7) that were paired with applicable countermeasures to be applied at locations that match the collision profile throughout the City. The full set of systemic matrices are in Appendix C, and a subset of key findings are summarized here.

## 4-Lane Roads:

In Oxnard, **roadways with 4 lanes account for 12 percent of centerline miles, but 53 percent of injury collisions occurred on these roadways.**

## Downtown Oxnard:

**Injury collisions were concentrated in the central area of Oxnard,** which has several major north-south travel corridors (defined by the City's Circulation Element), such as Oxnard Boulevard and Saviers Road, and a relatively dense roadway network compared to other areas of the City.

## Primary Arterials:

Primary arterial roadways are defined by the City's Circulation Element as roadways designed to carry through traffic on continuous routes and join major traffic origins and destinations, freeways and other arterials. **As a result, primary arterial roadways carry a relatively higher number of vehicles compared to more local-serving roads. This is illustrated by the trend that primary arterial roadways make up seven percent of centerline miles but accounted for 56 percent of collisions.**

## Signals:

Signals with fully protected left turn phases reduce the amount of decision-making and potential conflict points at an intersection. **Signalized intersections with fully protected left-turn phases had fewer injury collisions when compared to signalized intersections without fully protected left-turn phases.** The difference is especially pronounced for broadside collisions where 26 percent of broadside collisions occurred at signalized intersections with fully protected left-turn phases and 74 percent of broadside collisions occurred at signalized intersections without fully protected left-turn phases.

## Pedestrian Collisions on Smaller Roads:

The highest share of all injury collisions (33%) and bicycle-involved collisions (33%) occurred on roadways with four lanes and 40 - 45 mph posted speed limits. However, **the highest share of pedestrian-involved collisions (35%) occurred on roadways with three lanes or less and 15 - 25 mph posted speed limits.**

**Endnotes:**

[18]National Highway Traffic Safety Administration National Center for Statistics and Analysis (2007) Passenger Vehicle Occupant Fatalities by Day and Night – A Contrast. Traffic Safety Facts Research Note.

[19]The intersection area of influence was defined as a 50-foot radius around minor intersections and a 250-foot radius around major intersections.

[20]U.S. Department of Transportation Federal Highway Administration. (2018). Guidebook on Identification of High Pedestrian Crash Locations.

[21]The radius for minor intersections was determined by the length of centerline striping at stop-signs, and the radius for major intersections was determined by the length of the striping for left-turn turn pockets.

[22]Caltrans. (2020). Local Roadway Safety: A Manual for California's Local Road Owners. https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/lrsm2020.pdf

# 06
# Countermeasure Toolbox

This toolbox presents safety countermeasures covering safe road users, safe vehicles, safe speeds, safe roads, and post-crash care that address the collision trends identified through the comprehensive collision analysis.

# Countermeasure Toolbox

This plan's focus on the elements of the Safe System approach and an emphasis on equity not only helps to provide alignment with current LRSP guidelines but also sets the City of Oxnard up for success in recognition of emerging safety best practices.

This toolbox furthers the work that the City of Oxnard has done over the past several years to prioritize safer roadway design through efforts such as project implementation, grant applications, maintenance activities, and adoption of planning documents that identify priorities and future projects.

## SAFE SYSTEM ELEMENTS

**Making a commitment to zero deaths means addressing every aspect of crash risks through the five elements of a Safe System, shown below.** These layers of protection and shared responsibility promote a holistic approach to safety across the entire transportation system. The key focus of the Safe System approach is to reduce death and serious injuries through design that accommodates human mistakes and injury tolerances.

### Safe Road Users

The Safe System approach addresses the safety of all road users, including those who walk, bike, drive, ride transit, and travel by other modes.

### Safe Vehicles

Vehicles are designed and regulated to minimize the occurrence and severity of collisions using safety measures that incorporate the latest technology.

### Safe Speeds

Humans are unlikely to survive high-speed crashes. Reducing speeds can accommodate human injury tolerances in three ways: reducing impact forces, providing additional time for drivers to stop, and improving visibility.

### Safe Roads

Designing to accommodate human mistakes and injury tolerances can greatly reduce the severity of crashes that do occur. Examples include physically separating people traveling at different speeds, providing dedicated times for different users to move through a space, and alerting users to hazards and other road users.

### Post-Crash Care

When a person is injured in a collision, they rely on emergency first responders to quickly locate them, stabilize their injury, and transport them to medical facilities. Post-crash care also includes forensic analysis at the crash site, traffic incident management, and other activities.

SOURCE: FEHR & PEERS FOR FHWA

# Summary of Engineering Countermeasures

✔ Local Road Safety Manual (LRSM) Countermeasure

## Control

All-Way Stop Control ✔
LED-Enhanced Stop Sign ✔
Mini-Roundabout ✔

## Geometric Modifications

Directional Median Openings to Restrict Left Turns ✔
Lane Narrowing
Remove or Relocate Fixed Objects ✔
Repurpose Roadway Space ✔

## Lighting

Intersection Lighting ✔
Segment Lighting ✔

## Operation/Warning

Delineators, Reflectors, and/or Object Markers ✔
Flashing Beacon as Advance Warning ✔
Improve Sight Distance ✔
Pedestrian and/or Bicyclist Warning Signage
Speed Monitoring and Feedback
Striping Through Intersection ✔
Upgrade Intersection Pavement Markings ✔
Upgrade to Larger Warning Signs ✔
Upgrade Signs with Fluorescent Sheeting ✔

## Pedestrian & Bicycle

Add Sidewalk ✔
Advanced Stop Bar ✔
Advanced Yield Markings
Bike Lane ✔
Curb Extensions ✔
Extend Bike Lane to Intersection
Green Conflict Striping
High-Visibility Crosswalk ✔
Install/Upgrade Pedestrian Crossing at Uncontrolled Locations (Signs and Markings Only) ✔
Pedestrian Hybrid Beacon ✔
Raised Median/Pedestrian Refuge Island ✔
Rectangular Rapid Flashing Beacon ✔
Separated Bikeway ✔
Straighten Crosswalk
Traffic Calming/Bicycle Boulevard Elements
Upgrade Curb Ramp
Widen Sidewalk

## Signal Modifications & Intelligent Transportation Systems (ITS)

Accessible Pedestrian Signal ✔
Emergency Vehicle Preemption ✔
Extend Yellow and All Red Time ✔
Improve Signal Timing ✔
Leading Pedestrian Interval ✔
Pedestrian Countdown ✔
Pedestrian Scramble Phase/All Pedestrian Phase ✔
Prohibit Right-Turn-on-Red
Protected Left Turns ✔
Retroreflective Signal Backplates ✔
Signal Interconnectivity & Coordination / Green Wave ✔
Speed Sensitive Rest in Red Signal ✔
Supplemental Signal Heads ✔
Signal Adaptive Speed Response
Traffic Signal Confirmation Light

# WHAT YOU'LL SEE IN THIS ENGINEERING TOOLBOX

## Local Roadway Safety Manual

Many of the countermeasures in the toolbox are recommended for the 15 emphasis areas included in this report. Most of the countermeasures are included in the 2022 Caltrans Local Roadway Safety Manual (LRSM) and can be advantageous for use in Caltrans Highway Safety Improvement Program (HSIP) grant funding applications. For countermeasures in the LRSM, the toolbox identifies a Caltrans-approved Crash Reduction Factor (CRF), the expected life of the project, the federal funding eligibility, the systemic opportunity for countermeasure implementation, and applicable collision type (e.g., all modes, bicycle and pedestrian collisions only, etc.) as outlined in the LRSM. The higher the CRF, the greater the expected reduction in collisions. This countermeasure toolbox also includes additional safety improvements beyond those listed in the LRSM.

Countermeasure Title

LRSM Countermeasure

### Bike Lane

Countermeasure Icon

LRSM ID R32PB

LRSM Countermeasure Code

Install bike lanes

CRASH TYPE

Collision Types Addressed by Countermeasure

Quick Build Opportunity

Countermeasure Description

A bike lane provides dedicated street space, typically adjacent to outer vehicle travel lanes, with designated striping, pavement markings, and signage. Bike lanes improve safety by reducing conflicts between bicycles and vehicles on the road and by creating a road-narrowing effect with buffers or vertical barriers, which may reduce vehicle speeds.

Countermeasure Details

| | |
|---|---|
| Crash Reduction Factor | 35% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Hot Spot Sample Location | Ventura Road |
| Key Issues | Bicycle Collisions |

Hot Spot Sample Locations show applicability of some countermeasures at select Hot Spots

Key Issue in Oxnard Most Relevant to Countermeasure

# CONTROL

## All-Way Stop Control

**LRSM ID** NS02

**Convert to all-way STOP control (from 2-way or Yield control)**

**CRASH TYPE**

An all-way stop-controlled (AWSC) intersection requires all vehicles to stop before crossing the intersection. An AWSC intersection improves safety by removing the need for road users on a side-street stop-controlled intersection to cross free-flowing lanes of traffic, which reduces the risk of collision. An "ALL WAY" sign should be placed under the octagonal stop sign at AWSC intersections as required by the California Manual on Uniform Traffic Control Devices.

| | |
|---|---|
| **Crash Reduction Factor** | **50%** |
| **Expected Life (Years)** | **10** |
| **Federal Funding Eligibility** | **90%** |
| **Systemic Opportunity** | **High** |
| **Key Issue** | **Broadside** |

## Mini-Roundabout

**LRSM ID** NS05mr

**Convert intersection to mini-roundabout**

**CRASH TYPE**

A roundabout is a type of circular intersection in which road traffic flows in one direction around a central island, and priority is typically given to traffic already in the intersection. A mini-roundabout is characterized by a small diameter (45-90 feet) and traversable center island. Roundabouts eliminate conflicts from crossing and leftturn movements and force drivers to reduce speeds as they proceed through the intersection. Vehicle/pedestrian conflicts are also reduced. Modular barriers are a quick build option.

| | |
|---|---|
| **Crash Reduction Factor** | **30%** |
| **Expected Life (Years)** | **20** |
| **Federal Funding Eligibility** | **90%** |
| **Systemic Opportunity** | **Medium** |
| **Hot Spot Sample Location** | **Bard Road** |
| **Key Issue** | **Broadside** |

## LED-Enhanced Sign

**LRSM ID** NS08

**Install Flashing Beacons at Stop-Controlled Intersections**

**CRASH TYPE**

An LED-enhanced sign has LED lights embedded in the sign to outline the sign itself or the words and symbols on the sign. The LEDs may be set to flash or operate in a steady mode. An LED-enhanced sign improves safety by improving the visibility of signs at locations with visibility limitations or with a documented history of drivers failing to see or obey the sign (e.g. at STOP signs). An LED-Enhanced sign may qualify as a flashing beacon under the LRSM (NS08 - Install Flashing Beacons at Stop-Controlled Intersections) but confirmation would be needed from Caltrans.

| | |
|---|---|
| **Crash Reduction Factor** | **15%** |
| **Expected Life (Years)** | **10** |
| **Federal Funding Eligibility** | **90%** |
| **Systemic Opportunity** | **High** |
| **Hot Sample Location** | **Bard Road** |
| **Key Issue** | **Rear End** |

# GEOMETRIC MODIFICATIONS

## Directional Median Openings to Restrict Left Turns

**LRSM ID** S14

**Create directional median openings to allow (and restrict) left-turns and u-turns (S.I.)**

**CRASH TYPE**

A directional median opening restricts specific turning movements, such as allowing a left-turn from a major street but not from a minor street. Limiting turning movements decreases the number of vehicles crossing the centerline and can reduce head-on collisions. Plastic posts and barriers are a quick build option.

| | |
|---|---|
| Crash Reduction Factor | 50% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Medium |
| Hot Spot Sample Location | Gonzales Road & Almanor Street, Saviers Road & Hughes Drive |
| Key Issue | Broadside |

## Remove or Relocate Fixed Objects

**LRSM ID** R02

**Remove or relocate fixed objects outside of Clear Recovery Zone**

**CRASH TYPE**

Relocating or removing fixed objects, such as utility poles/boxes and signage, from intersections or roadway segments with a history of hit object collisions can reduce or eliminate the potential for hit object collisions.

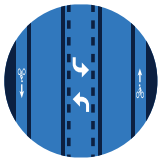
| | |
|---|---|
| Crash Reduction Factor | 35% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Hot Spot Sample Location | Gonzales Road & Merion Way |
| Key Issue | Hit Object |

## Lane Narrowing

Lane narrowing reduces lane widths to encourage motorists to travel at slower speeds. Speed reductions brought about by lane narrowing improve safety by lowering the risk of collision among bicyclists, pedestrians, and other motorists.

| | |
|---|---|
| Hot Spot Sample Location | Bard Road |
| Key Issue | Unsafe Speed |

## Repurpose Roadway Space



**LRSM ID** R14

**Road Diet (Reduce travel lanes and add a two way left-turn and bike lanes)**

**CRASH TYPE**

Repurposing roadway space reallocates space dedicated to vehicle travel to create room for bicycle facilities, wider sidewalks, or center turn lanes. Repurposing roadway space improves safety by reducing vehicle speeds and creating designated space for all road users. For HSIP Cycle 11, this countermeasure is eligible for roadways without existing left turn lanes and is expected to include bike lanes. Raised lane separators, delineator and flexible posts, curb barriers, and painted pavement are quick build options.

| | |
|---|---|
| Crash Reduction Factor | 35% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Medium |
| Hot Spot Sample Location | Ventura Road, Saviers Road |
| Key Issue | Unsafe Speed |

# LIGHTING

## Intersection Lighting

LRSM ID NS01/S01

Add intersection lighting (NS.I./S.I.)

CRASH TYPE

Adding intersection lighting at the intersection, and on its approaches, improves the safety of an intersection during nighttime conditions by (1) making drivers more aware of their surroundings at an intersection (2) enhancing drivers' available sight distances, and (3) improving the visibility of non-motorists. Intersection lighting is also beneficial to non-motorized users by helping them navigate the intersection. Upgrading to LED lighting also has a documented safety benefit.

| | |
|---|---|
| Crash Reduction Factor | 40% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Medium |
| Hot Spot Sample Location | All Hot Spot Corridors |
| Key Issue | Nighttime |

## Segment Lighting

LRSM ID R01

Add segment lighting

CRASH TYPE

Providing segment lighting improves safety during nighttime conditions by making drivers more aware of their surroundings, enhancing drivers' available sight distances to perceive roadway characteristic in advance of the change, and improving non-motorist's visibility and navigation. Upgrading to LED lighting also has a documented safety benefit.

| | |
|---|---|
| Crash Reduction Factor | 35% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Medium |
| Hot Spot Sample Location | Ventura Road |
| Key Issue | Nighttime |

# OPERATION/WARNING

## Delineators, Reflectors, and/or Object Markers

**LRSM ID** R27

**Install delineators, reflectors and/or object markers**

**CRASH TYPE**

Delineators, reflectors and/or object markers are intended to warn drivers of an approaching curve or fixed object that cannot easily be removed. They are generally less costly than chevron signs as they don't require posts to place along the roadside, avoiding an additional object with which an errant vehicle can crash into.

| | |
|---|---|
| Crash Reduction Factor | 15% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Very High |
| Key Issue | Hit Object |

## Improve Sight Distance

**LRSM ID** NS11

**Improve sight distance to intersection (clear sight triangles)**

**CRASH TYPE**

Remove objects that may prevent drivers and pedestrians from having a clear sightline. May include installing red curb at intersection approaches to remove parked vehicles (also called "daylighting"), trimming or removing landscaping, or removing or relocating large signs.

| | |
|---|---|
| Crash Reduction Factor | 20% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Key Issue | Pedestrian Crossing, Broadside |

## Flashing Beacon as Advance Warning

**LRSM ID** S10

**Install flashing beacons as advance warning (S.I.)**

**CRASH TYPE**

A flashing beacon as advanced warning is a blinking light with signage to notify motorists of an upcoming intersection or crosswalk. A flashing beacon improves safety by providing motorists more time to become aware of and slow down for an intersection or yield to pedestrians crossing at a crosswalk.

| | |
|---|---|
| Crash Reduction Factor | 30% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Medium |
| Hot Spot Sample Location | Gonzales Road & Victoria Avenue |
| Key Issue | Rear End |

## Pedestrian and/or Bicyclist Warning Signage

Pedestrian and/or bicyclist warning signage is placed at intersections to alert or remind left- or right-turning vehicles to yield to pedestrians crossing the crosswalk and/or bicyclists crossing the intersection. A static sign or electronic blankout sign can convey the warning message.

| | |
|---|---|
| Key Issue | Bicycle Collisions |

# OPERATION/WARNING

## Speed Monitoring and Feedback

Video or radar roadside sensors are used to monitor individual vehicle speeds. With speed monitoring and feedback, signs can notify motorists of excessive speed through a combination of dynamic roadside signage and vehicle-to-infrastructure (V2I) messaging. By notifying motorists of their speed, feedback signs may promote slower speeds and safer driver behavior.

| | |
|---|---|
| **Key Issue** | **Unsafe Speed** |

## Upgrade Intersection Pavement Markings

**LRSM ID** NS07

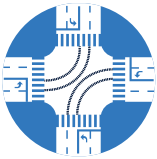
**Upgrade intersection pavement markings (NS.I.)**

**CRASH TYPE**

Upgrading intersection pavement marking can include "Stop Ahead" markings and the addition of centerlines and stop bars. These markings can improve safety by increasing the visibility of intersections for drivers.

| | |
|---|---|
| **Crash Reduction Factor** | **25%** |
| **Expected Life (Years)** | **10** |
| **Federal Funding Eligibility** | **90%** |
| **Systemic Opportunity** | **Very High** |
| **Key Issue** | **Nighttime** |

## Striping Through Intersection



**LRSM ID** S09

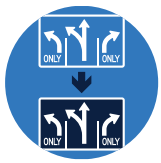
**Install raised pavement markers and striping (Through Intersection)**

**CRASH TYPE**

Adding clear pavement markings (i.e. "cat track") can guide motorists through complex intersections. Intersections where the lane designations are not clearly visible to approaching motorists and/or intersections noted as being complex and experiencing crashes that could be attributed to a driver's unsuccessful attempt to navigate the intersection can benefit from this treatment.

| | |
|---|---|
| **Crash Reduction Factor** | **10%** |
| **Expected Life (Years)** | **10** |
| **Federal Funding Eligibility** | **90%** |
| **Systemic Opportunity** | **Very High** |
| **Hot Spot Sample Location** | **Ventura Road & Wooley Road** |
| **Key Issue** | **Signalized Intersection** |

## Upgrade Signs with Fluorescent Sheeting




**LRSM ID** R22

**Install/Upgrade signs with new fluorescent sheeting (regulatory or warning)**

**CRASH TYPE**

Upgrading signs with fluorescent sheeting such as the high intensity retroreflective film in the City of Oxnard sign specifications, replaces existing signs with new signs that can clearly display warnings by reflecting headlamp light back to vehicles. Upgrading signs with fluorescent sheeting improves safety by increasing visibility of signs to drivers at night.

| | |
|---|---|
| **Crash Reduction Factor** | **15%** |
| **Expected Life (Years)** | **10** |
| **Federal Funding Eligibility** | **90%** |
| **Systemic Opportunity** | **Very High** |
| **Key Issue** | **Nighttime** |

# PEDESTRIAN & BICYCLE

## Add Sidewalk

**LRSM ID** R34PB

**Install sidewalk/pathway (to avoid walking along roadway)**

**CRASH TYPE**

Adding sidewalks provides a separated and continuous facility for people to walk along the roadway. Adding sidewalks also improves safety by minimizing the risk of vehicle and bicycle collisions with pedestrians.

| | |
|---|---|
| Crash Reduction Factor | 80% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Medium |
| Hot Spot Sample Location | Wooley Road |
| Key Issue | Pedestrian Walking Along Road/Shoulder |

## Advanced Yield Markings

Yield markings are placed 20 to 50 feet in advance of pedestrian crossings to alert drivers of an upcoming pedestrian crossing. Yield markings indicate where drivers should stop when pedestrians are crossing at the crosswalk.

| | |
|---|---|
| Key Issue | Pedestrian Crossing in Crosswalk |

## Advanced Stop Bar

**LRSM ID** S20PB

**Install advance stop bar before crosswalk (Bicycle Box)**

**CRASH TYPE**

An advanced stop bar is a horizontal stripe painted ahead of the crosswalk at stop signs and signals to indicate where drivers should stop. An advanced stop bar improves safety by reducing instances of vehicles encroaching on the crosswalk. Creating a wider stop bar or setting the stop bar further back from the crosswalk may be appropriate for locations with known crosswalk encroachment issues. See CA MUTCD Section 3B.16 for more information. Current detection loops may need to be adjusted to accommodate advanced stop bars.

| | |
|---|---|
| Crash Reduction Factor | 15% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Very High |
| Key Issue | Pedestrian Crossing in Crosswalk |

## Bike Lane

**LRSM ID** R32PB

**Install bike lanes**

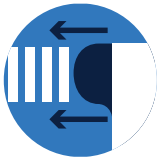
**CRASH TYPE**

A bike lane provides dedicated street space, typically adjacent to outer vehicle travel lanes, with designated striping, pavement markings, and signage. Bike lanes improve safety by reducing conflicts between bicycles and vehicles on the road and by creating a road-narrowing effect with buffers or vertical barriers, which may reduce vehicle speeds.

| | |
|---|---|
| Crash Reduction Factor | 35% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Hot Spot Sample Location | Ventura Road |
| Key Issues | Bicycle Collisions |

# PEDESTRIAN & BICYCLE

## Curb Extensions



LRSM ID NS21PB

**Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)**

CRASH TYPE

A curb extension widens the sidewalk for a short distance to reduce the crossing distance and to improve pedestrians and drivers' visibility that would otherwise be limited by parked vehicles. Curb extensions also slow vehicles around turns by forcing drivers to make turns at a smaller radius. Paint, surface-mounted flexible guide posts, raised lane separators, delineators posts, and plastic curb barriers are quick build options.

| | |
|---|---|
| Crash Reduction Factor | 35% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Medium |
| Key Issue | Pedestrian Crossing in Crosswalk |

## Green Conflict Striping

Green conflict striping are markings painted in a dashed pattern on bike lanes approaching an intersection or driveway and/or going through an intersection. Green conflict striping highlights potential conflict points.

## Extend Bike Lane to Intersection

In locations where a bike lane is dropped due to the addition of a right turn pocket, the intersection approach may be restriped to allow bicyclists to move to the left side of right turning vehicles ahead of reaching the intersection.

| | |
|---|---|
| Hot Spot Sample Location | Gonzales Road & Bard Road |
| Key Issue | Bicycle Collisions |

## High-Visibility Crosswalk

LRSM ID S18PB/NS20PB

**Install pedestrian crossing (S.I.)/Install pedestrian crossing at uncontrolled locations (new signs and markings only)**

CRASH TYPE

A high-visibility crosswalk has a striped pattern with markings made of high-visibility material, such as thermoplastic tape, instead of paint. A high-visibility crosswalk improves safety with a clearly marked pedestrian crossing so motorists exercise caution and yield to pedestrians. The crash reduction factor noted here only applies to locations currently without a marked crosswalk, but high-visibility crosswalk upgrades can be implemented at existing marked crosswalks. See Section 3B.18 of the CA MUTCD for more detail

| | |
|---|---|
| Crash Reduction Factor | 25% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Key Issue | Pedestrian Crossing in Crosswalk |

# PEDESTRIAN & BICYCLE

## Install Pedestrian Crossing at Uncontrolled Locations

**LRSM ID** NS20PB

**Install pedestrian crossing (signs and markings only)**

**CRASH TYPE**

A pedestrian crossing provides a formalized location for people to cross the street, reducing the risk of people crossing outside crosswalks where drivers are not expecting them. Crosswalk striping and signs alert drivers that there may be a pedestrian crossing.

| | |
|---|---|
| Crash Reduction Factor | 25% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Hot Spot Sample Location | Bard Road & San Simeon Avenue |
| Key Issue | Pedestrian Crossing Outside Crosswalk |

## Raised Median/Pedestrian Refuge Island

**LRSM ID** S12/NS14/R08

**Install raised median on approaches/ Install raised median**

**CRASH TYPE**

A raised median is a raised curb in the center of the roadway that can restrict certain turning movements. A pedestrian refuge island provides a place for pedestrians to wait if they are unable to finish crossing a crosswalk. A raised median can improve safety by reducing the number of potential conflict points for turning vehicles. A refuge island improves safety by reducing the roadway exposure time for pedestrians. Paint, delineator posts, and modular barriers are quick build options.

| | |
|---|---|
| Crash Reduction Factor | 25% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Medium |
| Key Issue | Pedestrian Crossing |

## Pedestrian Hybrid Beacon

**LRSM ID** NS23PB

**Install Pedestrian Signal (including Pedestrian Hybrid Beacon (HAWK))**

**CRASH TYPE**

Pedestrian hybrid beacon (PHB), also known as a HAWK, is a flashing light that is activated by a pedestrian pushing a button or some other form of detection. A PHB is used at unsignalized intersections or mid-block crosswalks to notify oncoming motorists to stop with a series of red and yellow lights. Unlike a traffic signal, the PHB rests in dark until a pedestrian activates it via pushbutton or other form of detection. See CA MUTCD Section 4F for more detail.

| | |
|---|---|
| Crash Reduction Factor | 55% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Low |
| Key Issue | Pedestrian Crossing Outside Crosswalk, Major Unsignalized Intersection |

## Rectangular Rapid Flashing Beacon

**LRSM ID** NS22PB

**Install Rectangular Rapid Flashing Beacon (RRFB)**

**CRASH TYPE**

A rectangular rapid flashing beacon (RRFB) is a pedestrian-activated flashing light with additional signage to alert motorists of a pedestrian crossing. An RRFB improves safety by increasing the visibility of marked crosswalks

| | |
|---|---|
| Crash Reduction Factor | 35% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Medium |
| Key Issue | Pedestrian Crossing |

# PEDESTRIAN & BICYCLE

## Separated Bikeway

LRSM ID R33PB

Install separated bike lanes

CRASH TYPE

A separated bikeway provides dedicated street space with physical separation from vehicle traffic, designated lane markings, pavement legends, and signage. Physical separation may consist of plastic posts, parked vehicles, or a curb. Separated bikeways improve safety by reducing conflicts between bicycles and vehicles and by creating a road-narrowing effect which may reduce vehicle speeds. Raised lane separators, delineator and flexible guide posts, planters, and curb barriers are quick build options.

| | |
|---|---|
| Crash Reduction Factor | 45% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Hot Spot Sample Location | Ventura Road |
| Key Issue | Bicycle Collisions |

## Traffic Calming/Bicycle Boulevard Elements

Bicycle boulevards are streets with low vehicular volumes and speeds that are designed to prioritize non-motorized forms of travel, such as walking and biking. Bicycle boulevards are designed with traffic calming elements, such as signs, pavement markings, and speed and volume management measures to discourage cut-through vehicular traffic and serve as an alternative route to busier arterial streets for people walking and biking. Speed and volume management measures include speed humps, raised crosswalks, curb extensions, mini-roundabouts, lane narrowing, and restricted turning movements. These measures are also included as separate items in the countermeasure toolbox. See each item for quick build options.

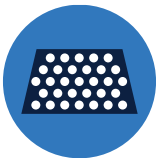
| | |
|---|---|
| Key Issue | Bicycle Collisions |

## Straighten Crosswalk

Straightening crosswalks improves sight lines, making pedestrians more visible to oncoming drivers, and may shorten the crossing distance, reducing the length of time pedestrians are exposed to vehicle traffic.

| | |
|---|---|
| Hot Spot Sample Location | Gonzales Road & Rose Avenue |
| Key Issue | Pedestrian Collisions |

## Upgrade Curb Ramp



Upgrading a curb ramp primarily involves installing tactile warning devices (e.g. truncated domes) that alert visually impaired pedestrians of a pedestrian crossing. Upgrades can also include ensuring that the design, such as the incline, of the curb ramp is compliant with Americans with Disabilities Act Accessibility Guidelines.

| | |
|---|---|
| Hot Spot Sample Location | Wooley Road |
| Key Issue | Pedestrian Collisions |

# PEDESTRIAN & BICYCLE

## Widen Sidewalk

Widening sidewalks provides a more comfortable space for pedestrians, particularly in locations with high volumes of pedestrians, and provides space to accommodate people in wheelchairs. Widening sidewalks improves safety by minimizing collisions with pedestrians walking in the road.

| | |
|---|---|
| **Hot Spot Sample Location** | **Wooley Road** |
| **Key Issue** | **Pedestrian Collisions** |

# SIGNAL MODIFICATIONS & ITS

## Accessible Pedestrian Signal

LRSM ID S17PB

**Install pedestrian countdown signal heads**

CRASH TYPE

Accessible pedestrian signals, including audible push buttons, improve access for pedestrians who are blind or have low vision. Curb ramps and push buttons must comply with the Americans with Disability Act (ADA) standards for accessibility. Push buttons should be visible and conveniently located for pedestrians waiting at a crosswalk.

| | |
|---|---|
| Crash Reduction Factor | 25% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Very High |
| Hot Spot Sample Location | Gonzales Road |
| Key Issue | Pedestrian Crossing in Crosswalk |

## Extend Yellow and All Red Time

LRSM ID S03

**Improve signal timing (coordination, phases, red, yellow, or operation)**

CRASH TYPE

Extending yellow and all red time increases the time allotted for the yellow and red lights during a signal phase. This improves safety by allowing drivers and bicyclists to safely cross through an intersection before conflicting traffic movements are permitted to enter the intersection. See CA MUTCD Section 4D.26 for more detail.

| | |
|---|---|
| Crash Reduction Factor | 15% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 50% |
| Systemic Opportunity | Very High |
| Key Issue | Broadside |

## Emergency Vehicle Preemption

LRSM ID S05

**Install emergency vehicle preemption systems**

CRASH TYPE

Providing emergency vehicle preemption capability at a signal or along a corridor provides two major safety benefits. First, preemption may decrease the potential for a collision to occur as emergency vehicles try to navigate through intersections. Second, a signal preemption system can decrease emergency vehicle response times, therefore decreasing the time for victims to receive medical attention, which is a critical concept of the Post Crash Care element of the Safe Systems Approach. An agency may consider combining emergency vehicle preemption into a comprehensive signal improvement project.

| | |
|---|---|
| Crash Reduction Factor | 70% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Hot Spot Sample Location | Gonzales Road |
| Key Issue | Post-Crash Care |

## Improve Signal Timing

LRSM ID S03

**Improve signal timing (coordination, phases, red, yellow, or operation)**

CRASH TYPE

Certain timing, phasing, and control strategies can produce multiple safety benefits. Signal timing improvements may include adjusting Flashing Don't Walk time, setting maximum cycle lengths, setting minimum green time, adding phases, lengthening clearance intervals, eliminating or restricting higher-risk movements, and coordinating signals at multiple locations.

| | |
|---|---|
| Crash Reduction Factor | 15% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 50% |
| Systemic Opportunity | Very High |
| Key Issue | Signalized Intersection Operations |

# SIGNAL MODIFICATIONS & ITS

## Leading Pedestrian Interval

LRSM ID S21PB

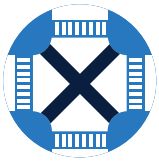
**Modify signal phasing to implement a Leading Pedestrian Interval (LPI)**

CRASH TYPE

At intersection locations with a high volume of turning vehicles and pedestrian/vehicle crashes, a leading pedestrian interval gives pedestrians the opportunity to establish a presence in the crosswalk 3 - 7 seconds before vehicles are given a green indication. Pedestrian recall timing automatically provides a pedestrian crossing phase, without having to press the pedestrian call button.

| | |
|---|---|
| Crash Reduction Factor | 60% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Very High |
| Key Issue | Pedestrian Crossing in Crosswalk |

## Pedestrian Scramble Phase/ All Pedestrian Phase



LRSM ID S19PB

**Pedestrian Scramble**

CRASH TYPE

An all pedestrian phase is a form of pedestrian "WALK" phase at a signalized intersection in which all vehicular traffic is required to stop, allowing pedestrians to safely cross through the intersection in any direction. A pedestrian scramble phase allows pedestrians to cross diagonally.

| | |
|---|---|
| Crash Reduction Factor | 40% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Key Issue | Pedestrian Crossing in Crosswalk |

## Pedestrian Countdown

LRSM ID S17PB

**Install pedestrian countdown signal heads**

CRASH TYPE

A Pedestrian Countdown signal displays the number of seconds remaining for a pedestrian to cross the intersection. Pedestrian countdowns improve safety by providing pedestrians the information needed to determine if there is enough time to cross the street.

| | |
|---|---|
| Crash Reduction Factor | 25% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Very High |
| Key Issue | Pedestrian Crossing in Sidewalk |

## Prohibit Right-Turn-on-Red

Prohibiting right-turn-on-red movements should be considered at skewed intersections, or where exclusive pedestrian "WALK" phases, leading pedestrian intervals (LPIs), sight distance issues, or high pedestrian volumes are present. Prohibiting right-turn-on-red movements can help prevent collisions between vehicles turning right on red from one street and through vehicles on the cross street, and collisions involving pedestrians.

| | |
|---|---|
| Hot Spot Sample Location | Gonzales Road & C Street |
| Key Issue | Pedestrian Crossing in Crosswalk |

# SIGNAL MODIFICATIONS & ITS

## Protected Left Turns

**LRSM ID** S06/S07

**Install left-turn lane and add turn phase (signal has no left-turn lane or phase before)/Provide protected left turn phase (left turn lane already exists)**

**CRASH TYPE**

A protected left turn can be implemented at signalized intersections (with existing left turns pockets) that currently have a permissive left-turn or no left-turn protection and a high frequency of angle crashes involving left turning movements. Left turns are widely recognized as the highest-risk movements at signalized intersections. Providing protected left-turn phases significantly improves the safety for left-turn maneuvers by removing the need for the drivers to navigate through gaps in oncoming through vehicles.

| | |
|---|---|
| Crash Reduction Factor | 55%/30% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Low/High |
| Key Issue | Broadside |

## Signal Interconnectivity and Coordination / Green Wave

**LRSM ID** S03

**Improve signal timing (coordination, phases, red, yellow, or operation)**

**CRASH TYPE**

This countermeasure focuses on retiming signals for slow speed signal coordination to encourage slower, safer travel along the corridor. This countermeasure can also include coordinating signals to allow for bicyclist progression, also known as a 'green wave,' gives bicyclists and pedestrians more time to safely cross through the 'green wave' intersections.

| | |
|---|---|
| Crash Reduction Factor | 15% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 50% |
| Systemic Opportunity | Very High |
| Hot Spot Sample Location | Gonzales Road |
| Key Issue | Unsafe Speed |

## Retroreflective Signal Backplates

**LRSM ID** S02

**Improve signal hardware: lenses, back-plates with retroreflective borders,**

**CRASH TYPE**

Retroreflective borders and backplates enhance the visibility of traffic signals for aging and color-vision-impaired drivers, enabling them to understand which signal indication is illuminated. Retroreflective borders may also alert drivers to signalized intersections during periods of power outages when the signals would otherwise be dark, and non–reflective signal heads and backplates would not be visible. See CA MUTCD Section 4D.19 for more detail.

| | |
|---|---|
| Crash Reduction Factor | 15% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Very High |
| Key Issue | Nighttime |

## Speed Sensitive Rest in Red Signal

**LRSM ID** R26

**Install dynamic/variable speed warning signs**

**CRASH TYPE**

With rest-in-red, signals with no volume detected will remain red instead of green, which requires drivers to slow down or stop when approaching the intersection. This can lower intersection departure speeds and reduce the frequency or severity of speed-related collisions. Rest-in-red is intended to be implemented during low-volume conditions.

| | |
|---|---|
| Crash Reduction Factor | 30% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Key Issue | Unsafe Speed |

# SIGNAL MODIFICATIONS & ITS

## Supplemental Signal Heads

**LRSM ID** S02

**Improve signal hardware: lenses, back-plates with retroreflective borders,**

**CRASH TYPE**

Additional signal heads allow drivers to anticipate signal changes farther away from intersections. Supplemental traffic signals may be placed on the near side of an intersection, far-left, far-right, or very high.

| | |
|---|---|
| Crash Reduction Factor | 15% |
| Expected Life (Years) | 10 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | Very High |
| Hot Spot Sample Location | Ventura Road |
| Key Issue | Rear End |

## Traffic Signal Confirmation Light

A traffic signal confirmation light is a small blue light that is placed on the top, rear, or bottom of a signal and turns on when the traffic signal turns red. The confirmation light allows law enforcement officers to observe vehicles that enter the intersection on a red light and enforce red light violations.

| | |
|---|---|
| Key Issue | Red Light Running |

## Signal Adaptive Speed Response

If speeds are observed to exceed specified thresholds, traffic signal timing is modified to a lower progression speed or a speed-sensitive rest-in-red. By modifying the progression speed, signal adaptive speed response can result in fewer collisions related to unsafe speed and decrease overall collision severity.

| | |
|---|---|
| Key Issue | Unsafe Speed |

RIO DEL MAR SCHOOL

# Ongoing City Efforts and General Recommendations

There are several ongoing safety efforts by the City of Oxnard:

- **Accessible Pedestrian Signals:** The City will upgrade 12 traffic signals to include APS in 2022 and is planning to upgrade 10 traffic signals to include APS in 2023. As a standard moving forward, the City will install accessible pedestrian signals (APS) as part of signal upgrades and new signals.
- **Leading Pedestrian Interval:** The City is developing a policy to guide the installation of Leading Pedestrian Intervals (LPI) at signalized intersections throughout the City. LPIs have been piloted at Gonzales Road & Entrada Drive. LPIs are recommended to be included at locations with a high potential for pedestrian and vehicle conflicts, such as schools, colleges, and shopping centers.
- **Traffic Signal Confirmation Lights:** The Oxnard Police Department purchased 36 traffic signal confirmation lights with grant funding. The confirmation lights are placed on the traffic signal(s) that require enforcement and allow law enforcement officers to enforce red light violations by turning on when the traffic signal turns red, which indicates if a vehicle enters the intersection after the traffic signal turns red. Traffic Signal Confirmation Lights are recommended for locations with a history of red light violations. A map and list of locations with red light violations are in Appendix C

In addition to the specific countermeasures identified for the Emphasis Areas in Chapter 7, the following safety measures are applicable throughout the City:

- **Advanced Stop Bars and High Visibility Crosswalks:** at stop-controlled approaches and signalized intersections to increase pedestrian visibility and reduce instances of drivers encroaching on the crosswalk.
- **Crosswalks with a Triple 4 Pattern and Raised Pavement Markers:** at locations with high pedestrian activity, such as around schools.
- **Green Conflict Striping:** at intersections and driveways to increase driver awareness of bicyclists.
- **Emergency Vehicle Preemption:** at signalized intersections, particularly along key routes to hospitals. The City is continuing to expand the existing emergency vehicle preemption system.

Advanced Stop Bar and High Visibility Crosswalks

Leading Pedestrian Interval

# Summary of Non-Engineering Countermeasures

## Safe Road Users

Education & Public Awareness Campaigns Targeted at Speeding, Driving Under the Influence, and Increasing Awareness of Bicycles and Pedestrians

High-Visibility Enforcement for DUI

Street Safety Ambassadors paired with Safe Routes to School

Safe Ride Home

Pair Education with Engineering Countermeasures

Enforcement Priorities Mandate

Pedestrian Safety and Homeless Services

## Safe Roads

Placemaking in Traffic Safety Initiatives

Regular Countywide Traffic Safety Coordination Meetings

## Safe Speeds

Automated Enforcement

Speed Limit Modification

Safe Speeds Education Campaign

## Safe Vehicles

Emerging Technology

## Post-Crash Care

Rapid Response Safety Communication Protocol & Multi-Disciplinary Team

## CTW Effectiveness Rating

*Countermeasures That Work*, National Highway Traffic Safety Administration, 2017

★★★★★

**Demonstrated to be effective** by several high-quality evaluations with consistent results

★★★★

**Demonstrated to be effective** in certain situations

★★★

**Likely to be effective** based on balance of evidence from high-quality evaluations or other sources

★★

**Effectiveness still undetermined**; different methods of implementing this countermeasure produce different results

★★

**Limited or no** high-quality evaluation evidence

# What You'll See in this Non-Engineering Countermeasure Toolbox

The countermeasures are organized by Safe System Element

The emphasis areas that are addressed by the countermeasure

Countermeasure Description

Lead agency recommended to lead effort

Partner agencies to support effort

Potential funding sources for implementation

Locations or specific times when the countermeasure is relevant

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## SAFE ROAD USERS

### Education & Public Awareness Campaigns Targeted at Speeding, Driving Under the Influence, and Increasing Awareness of Bicycles and Pedestrians

EMPHASIS AREAS

Speeding

**Profile 1:** Unsafe speed collisions along roadways with 4-5 lanes

Driving Under the Influence

**Profile 3:** Driving under the influence of drugs or alcohol at primary roadway intersections

Awareness of Bicycles and Pedestrians

**Profile 6:** Pedestrian or bicycle-involved collisions on roadways with 3 lanes or less with 15 - 25 mph posted speed limit

**Profile 7:** Pedestrian or bicycle-involved collisions at major unsignalized intersections

**Profile 8:** Bicycle-involved collisions with vehicles proceeding straight at signals

**Profile 9:** Pedestrian-involved collisions on roadways with 4 – 5 lanes and 30 – 45 mph speed limit

**Profile 10:** Pedestrian-involved collisions midblock along primary roadways

LEAD AGENCY

Oxnard Public Works

Oxnard Police Department

PARTNER AGENCIES

Oxnard Communications Department

Community-Based Organizations (e.g. Bike VC and MICOP)

Local Media Outlets (e.g. VC Star, KVTA, Vida)

SCAG Go Human Campaign

OTS Go Safely California Campaign

FUNDING SOURCES

California Office of Traffic Safety (OTS) Grants

SCAG Go Human Grants

CONTEXT

Citywide

TIMELINE

ONGOING

EFFECTIVENESS

CTW Rating

Mass Media Campaigns on DUI

DESCRIPTION

Coordinate with the City's Communications Department to use the City's existing social media accounts to establish an ongoing public education campaign focused on safe and responsible driving, discouraging drinking and driving, and increasing awareness of pedestrians and bicyclists. Campaigns could also involve collaborating with local radio stations to disseminate safety messages in English, Spanish, and Mixteco. Additionally, campaigns could collaborate with community-based organizations and direct service providers to vulnerable populations.

The SCAG Go Human campaign and the OTS Go Safely California campaign both have free resources for local agencies to use in implementing public awareness campaigns.

The Oxnard Police Department has two ongoing programs to address DUIs:

» Know Your Limit: Oxnard police officers partner with bars and restaurants to talk to patrons about drinking and driving and offer a free breathalyzer test.

» Choose Your Ride: Oxnard police officers have a patrol vehicle with half of the vehicle decorated as a police car and the other half decorated as a taxi as part of a campaign to discourage driving under the influence.

RESOURCES

USDOT Traffic Safety Marketing | SCAG Go Human Campaign | OTS Go Safely California Campaign

Pedestrian Crossing Campaign Example:

San Francisco Municipal Transportation Agency's (SFMTA) "Be Nice, Look Twice" Pedestrian Safety Campaign aims to increase driver awareness of pedestrians in crosswalks and encourage proper yielding behavior.

Turning Movement Campaign Example:

"Safety - It's Your Turn", an SFMTA campaign, encourages safe left-turn behavior through social media, billboard, and bus poster messaging, disseminated in multiple languages.

Countermeasure Title

Effectiveness Rating from Countermeasures that Work (see rating scale on previous page)

When the countermeasure is applicable

Examples of best practices and countermeasures in action

# SAFE ROAD USERS

## Education & Public Awareness Campaigns Targeted at Speeding, Driving Under the Influence, and Increasing Awareness of Bicycles and Pedestrians

### EMPHASIS AREAS

**Speeding**

**Profile 1:** Unsafe speed collisions along roadways with 4-5 lanes

**Driving Under the Influence**

**Profile 3:** Driving under the influence of drugs or alcohol at primary roadway intersections

**Awareness of Bicycles and Pedestrians**

**Profile 6:** Pedestrian or bicycle-involved collisions on roadways with 3 lanes or less with 15 - 25 mph posted speed limit

**Profile 7:** Pedestrian or bicycle-involved collisions at major unsignalized intersections

**Profile 8:** Bicycle-involved collisions with vehicles proceeding straight at signals

**Profile 9:** Pedestrian-involved collisions on roadways with 4 – 5 lanes and 30 – 45 mph speed limit

**Profile 10:** Pedestrian-involved collisions midblock along primary roadways

### TIMELINE

ONGOING

### EFFECTIVENESS

★★★ **CTW Rating**

Mass Media Campaigns on DUI

### DESCRIPTION

Coordinate with the City's Communications Department to use the City's existing social media accounts to establish an ongoing public education campaign focused on safe and responsible driving, discouraging drinking and driving, and increasing awareness of pedestrians and bicyclists. Campaigns could also involve collaborating with local radio stations to disseminate safety messages in English, Spanish, and Mixteco. Additionally, campaigns could collaborate with community-based organizations and direct service providers to vulnerable populations.

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» Choose Your Ride: Oxnard police officers have a patrol vehicle with half of the vehicle decorated as a police car and the other half decorated as a taxi as part of a campaign to discourage driving under the influence.

### RESOURCES

*USDOT Traffic Safety Marketing* | SCAG Go Human Campaign | OTS Go Safely California Campaign

**Pedestrian Crossing Campaign Example:**

San Francisco Municipal Transportation Agency's (SFMTA) "Be Nice, Look Twice" Pedestrian Safety Campaign aims to increase driver awareness of pedestrians in crosswalks and encourage proper yielding behavior.

**Turning Movement Campaign Example:**

"Safety - It's Your Turn", an SFMTA campaign, encourages safe left-turn behavior through social media, billboard, and bus poster messaging, disseminated in multiple languages.

### LEAD AGENCY

Oxnard Public Works

Oxnard Police Department

### PARTNER AGENCIES

Oxnard Communications Department

Community-Based Organizations (e.g. BikeVC and MICOP)

Local Media Outlets (e.g. VC Star, KVTA, Vida)

SCAG Go Human Campaign

OTS Go Safely California Campaign

### FUNDING SOURCES

California Office of Traffic Safety (OTS) Grants

SCAG Go Human Grants

### CONTEXT

Citywide

# High Visibility Enforcement for DUIs

**EMPHASIS AREAS**

**Driving Under the Influence**

**Profile 3:** Driving under the influence of drugs or alcohol at primary roadway intersections

**TIMELINE**

PERIODIC, ONGOING

with emphasis around holidays (New Years, Halloween, 4th of July)

**EFFECTIVENESS**

★★★★★ **CTW Rating**

Publicized Sobriety Checkpoints

★★★★ **CTW Rating**

High-Visibility Saturation Patrols

**LEAD AGENCY**

Oxnard Police Department

**PARTNER AGENCIES**

California Office of Traffic Safety (OTS)

**FUNDING SOURCES**

California Office of Traffic Safety (OTS) Grants

**CONTEXT**

Focused on top corridors with DUI crashes

**DESCRIPTION**

Deterrence policies, such as high visibility enforcement, focus on raising the actual and perceived risk of high-risk behaviors. Oxnard PD should continue their use of high visibility enforcement for DUIs to deter and increase awareness of the risks of this behavior. High visibility enforcement for driving under the influence, such as publicized sobriety checkpoints and saturation patrols, has been found to be effective to improve safety outcomes. Since speeding and driving aggressively are moving violations, officers can focus their efforts along corridors with a history of speeding-related collisions and speeding violations since they must observe driving behavior on the road. Oxnard PD has deployed red light confirmation signals to support high-visibility enforcement for aggressive driving. Based on the evaluation evidence gathered by NHTSA in *Countermeasures* that Work, the findings have been inconclusive on the effectiveness of high-visibility enforcement efforts focused on speeding and driving aggressively. Some studies found these efforts produced safety-related benefits while other studies found these efforts produced no benefits or even negative outcomes (e.g. an increase in crashes),

Integrated enforcement would include coordination with Public Awareness Campaigns. For example, widespread dissemination of multi-lingual educational messaging and promotion of safe rides home programs in advance of major DUI enforcement efforts will help to mitigate equity concerns about disproportionate impacts of fines/fees on lower income residents.

**RESOURCES**

**Massachusetts Saving Lives – Enforcement Strategies**

This program combines community engagement events, high-visibility enforcement including sobriety checkpoints, and media communication to discourage DUI.

# Public Health Partnership on DUI Prevention

**EMPHASIS AREAS**

**Driving Under the Influence**

**Profile 3:** Driving under the influence of drugs or alcohol at primary roadway intersections

**TIMELINE**

ONGOING

**EFFECTIVENESS**

★★★★★ **CTW Rating**

Alcohol Screening & Brief Intervention

**LEAD AGENCY**

Ventura County Public Health Agency

**PARTNER AGENCIES**

Medical offices/centers (e.g. St. John's Regional Medical Center)

Oxnard Police Department

State Highway Patrol

**FUNDING SOURCES**

California Office of Traffic Safety (OTS) Grants

**CONTEXT**

Citywide, focused on top corridors with DUI crashes

**DESCRIPTION**

Prevention and education policies focus on mobilizing and educating the community and intervening before driving under the influence takes place. According to NHTSA research, alcohol problem assessment and treatment programs, as well as alcohol intervention in settings such as a doctor's office, are highly effective strategies for improving safety outcomes.

The Ventura County Public Health Agency Behavioral Health Department has a DUI Program that provides courses, counseling, and educational resources for first time DUI offenders, multiple DUI offenders, and for DUI prevention. The Behavioral Health Department could partner with the Oxnard Police Department to share information and medical offices, such as St. John's Regional Medical Center, to share information and conduct screenings.

**RESOURCES**

*Behavior Change Campaigns to Improve Traffic Safety Toolkit*

*Countermeasures that Work, 10th Edition*

# Street Safety Ambassadors paired with Safe Routes to School

**EMPHASIS AREAS**

**Awareness of Bicycles and Pedestrians**

**Profile 6:** Pedestrian or bicycle-involved collisions on roadways with 3 lanes or less with 15 - 25 mph posted speed limit

**Profile 7:** Pedestrian or bicycle-involved collisions at major unsignalized intersections

**Profile 8:** Bicycle-involved collisions with vehicles proceeding straight at signals

**Profile 9:** Pedestrian-involved collisions on roadways with 4 – 5 lanes and 30 – 45 mph speed limit

**Profile 10:** Pedestrian-involved collisions midblock along primary roadways

**TIMELINE**

ONGOING

with a focus on the start of the school year

**EFFECTIVENESS**

★★★ **CTW Rating**

Safe Routes to School

**DESCRIPTION**

Expand the City's upcoming Safe Routes to School (SRTS) program in partnership with school districts and Oxnard PD to train and engage street safety ambassadors to support school arrival and dismissal operations. Oxnard PD has directed traffic during arrival and dismissal periods at schools but may not have the capacity to continue this effort on an on-going basis. Safety ambassadors can help facilitate safe pick-up and drop-off throughout the year, with an emphasis on the start of the school year.

**RESOURCES**

Safe Routes - National Center for Safe Routes to School

**LEAD AGENCY**

Oxnard Public Works

**PARTNER AGENCIES**

Oxnard School District

Oxnard Union High School District

Rio School District

Hueneme School District

Oceanview School District

Community-Based Organizations (e.g. BikeVC)

Oxnard Police Department

**FUNDING SOURCES**

California Active Transportation Program (ATP) Grants

**CONTEXT**

Schools within Oxnard

# Safe Ride Home

**EMPHASIS AREAS**

**Driving Under the Influence**

**Profile 3:** Driving Under the Influence of drugs or alcohol at primary roadway intersections

**TIMELINE**

ONGOING

with emphasis around holidays or weekend nights (New Years, Halloween, 4th of July)

**EFFECTIVENESS**

★★★ **CTW Rating**

Alternative Transportation

**LEAD AGENCY**

Oxnard Public Works

**PARTNER AGENCIES**

TNC Operators (Lyft, Uber, Taxis, etc.)

Gold Coast Transit District

Oxnard Police Department

Local businesses

**FUNDING SOURCES**

User Fees (taxi and TNC fee)

**CONTEXT**

Citywide, weekends, holidays, events

**DESCRIPTION**

Develop partnerships between the City of Oxnard, the Oxnard Police Department, TNC operators, Gold Coast Transit District (GCTD), and local businesses to offer promotional codes for free or discounted rides home from establishments or events in Oxnard to reduce the potential for DUI, drowsy driving, or distracted driving. This program may be an opportunity to partner with GCTD on the Late Night Safe Rides program, which is a shuttle service from 8 PM – 11 PM, focused on people with late night commutes. This program may be focused on particular holidays or event days or applied more broadly to weekend nights.

**RESOURCES**

**Portland Bureau of Transportation Safe Ride Home Program**

PBOT partnered with the Portland Police Bureau, TriMet, Old Town Hospitality Group, and Portland cab companies Radio Cab, Broadway Cab, New Rose City Cab and United Independent Cab, as well as transportation network companies Lyft and Uber to provide promo codes for discounted rides. The program is funded by a 50-cent fee charged for every taxi and TNC ride in Portland.

# Pairing Education with Key Engineering Countermeasures

### EMPHASIS AREAS

**Hot Spots**

**Hot Spot 3:** Wooley Road from Factory Lane to Pacific Avenue

**Hot Spot 4:** Saviers Road from Laurel Street to Pleasant Valley Road

**Hot Spot 5:** Bard Road from Saviers Road to Pleasant Valley Road

**Awareness of Bicycles and Pedestrians**

**Profile 6:** Pedestrian or bicycle-involved collisions on roadways with 3 lanes or less with 15 - 25 mph posted speed limit

**Profile 7:** Pedestrian or bicycle-involved collisions at major unsignalized intersections

**Profile 9:** Pedestrian-involved collisions on roadways with 4 – 5 lanes and 30 – 45 mph speed limit

**Profile 10:** Pedestrian-involved collisions midblock along primary roadways

### LEAD AGENCY

Oxnard Public Works

### PARTNER AGENCIES

Community-Based Organizations (e.g. BikeVC and MICOP)

Oxnard Communications Department

### FUNDING SOURCES

California Office of Traffic Safety (OTS) Grants

General Funds

### CONTEXT

Citywide, focused on prioritized infrastructure project locations

### TIMELINE

LONG TERM

before or during the implementation of a new engineering countermeasure

### EFFECTIVENESS

N/A

### DESCRIPTION

Educational materials can be used to teach people how to use new and unfamiliar safety countermeasures, such as rectangular rapid flashing beacon (RRFB), roundabouts, or protected bikeways. These materials can consist of informational signs or demonstration videos, and should be presented in multiple languages, including English, Spanish, and Mixteco.

### RESOURCES

**City of Sacramento Bicycling Videos**

The City of Sacramento has used demonstration videos to engage residents in bicycling safety procedures. The videos on their website feature a series of safety improvements such as protected bike lanes, bike boxes, and bike signals, and inform residents how to use these new roadway features, both as a bicyclist and a driver.

**City of Los Angeles Education through Pop-Up Installations**

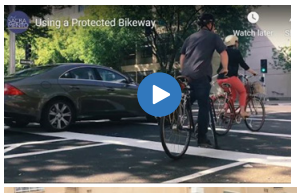
As part of Bike to Work Day in 2019, LADOT used temporary pop-up installations to introduce safety improvements in specific neighborhoods. Hay bales, straw wattles, and plants were used to test the roundabout design and educate drivers on how to use the traffic circle countermeasure. In addition to introducing safety improvements, pop-up installations can bring out emergency vehicles to ensure the vehicles can navigate around roundabouts or curb extensions.

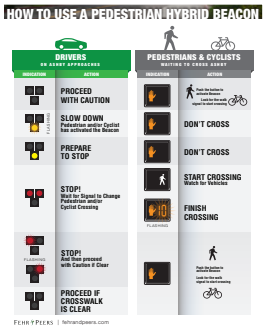
**City of San Francisco Informational Signs**

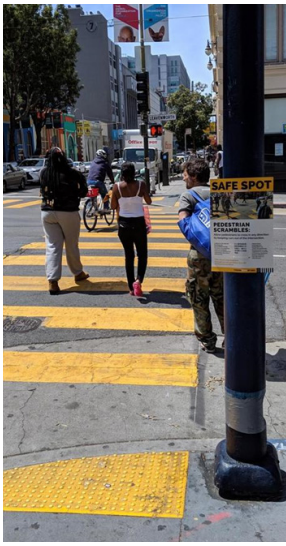
The San Francisco Municipal Transportation Agency (SFMTA) posted signs with a brief explanation next to a newly installed protected bike lane in multiple languages as part of their Vision Zero SF initiative. This approach was also applied to educate people about pedestrian scrambles and bus bulb outs.

**City of Berkeley "How to Use a Pedestrian Hybrid Beacon" Flyer**

This informational flyer was paired with the installation of a new PHB and includes both driver and pedestrian instruction for properly using the new countermeasure.





# Enforcement Priorities Mandate

**EMPHASIS AREAS**

**Speeding**

**Profile 1:** Unsafe speed collisions along roadways with 4-5 lanes

**Profile 2:** Broadside collisions at signals without fully protected left turns

**Driving Under the Influence**

**Profile 3:** Driving under the influence of drugs or alcohol at primary roadway intersections

**TIMELINE**

ONGOING

**EFFECTIVENESS**

★★★ / ★★★★ **CTW Rating**

Communications and Outreach Supporting Enforcement, High-Visibility Cell Phone and Text Messaging Enforcement

**DESCRIPTION**

Use crash history and emphasis area corridors as one criterion to direct enforcement efforts, with a focus on the three "Ds" identified by the Oxnard Police Department: Driving Under the Influence, Distracted Driving, and Dangerous Driving. This may require additional police department funding.

**LEAD AGENCY**

Oxnard Police Department

**PARTNER AGENCIES**

Oxnard Public Works

**FUNDING SOURCES**

User Fees (taxi and TNC fee)

**CONTEXT**

This would focus on the hot spot corridors and locations with DUIs, distracted driving, and dangerous driving.

**RESOURCES**

*Behavior Change Campaigns to Improve Traffic Safety Toolkit*

*Countermeasures that Work, 10th Edition*

# Pedestrian Safety and Homeless Services

**EMPHASIS AREAS**

**Awareness of Bicycles and Pedestrians**

**Profile 6:** Pedestrian or bicycle-involved collisions on roadways with 3 lanes or less with 15 - 25 mph posted speed limit

**Profile 7:** Pedestrian or bicycle-involved collisions at major unsignalized intersections

**Profile 8:** Bicycle-involved collisions with vehicles proceeding straight at signals

**Profile 9:** Pedestrian-involved collisions on roadways with 4 – 5 lanes and 30 – 45 mph speed limit

**Profile 10:** Pedestrian-involved collisions midblock along primary roadways

**TIMELINE**

ONGOING

**EFFECTIVENESS**

N/A

**DESCRIPTION**

In jurisdictions with a large unsheltered population, unsheltered people are often disproportionately represented in pedestrian collisions. Unsheltered people have a relatively high level of traffic exposure as they may stand in medians, cross roadways outside of designated pedestrian crossings, and/or spend time in parking lots. The City of Oxnard has a Five-Year Homeless Plan that primarily focuses on getting people into housing but also includes strategies related to roadway safety, such as providing safe crossings between shelters and social services (e.g. Gabriel's House to County HSA building). The Plan also includes a Downtown Ambassador Program to provide information and assistance to unsheltered people in Downtown Oxnard. In addition to connecting people to social services, ambassadors could provide information about safe walking practices, such as using crosswalks and increasing visibility. The ambassador program could also distribute traffic safety kits to help unsheltered people increase their visibility, such as reflective safety vests and bicycle reflectors.

Oxnard Police Department also has a Homeless Liaison Unit, which has previously engaged with unsheltered people by distributing "overdose rescue kits," which contain three doses of Narcan, a CPR shield, and educational information for countywide drug addiction treatment and recovery resources. Pedestrian safety could be incorporated into the ongoing engagement that Oxnard Police Department has with the unsheltered community. Although roadway safety education and traffic safety kits would not address the underlying cause of unsheltered people disproportionately involved in collisions, these strategies may help mitigate the number of collisions as the City and County work to get people into housing and/or receive social services.

**LEAD AGENCY**

Oxnard Housing Department – Homeless Service Team

Oxnard Police Department – Homeless Liaison Unit

**PARTNER AGENCIES**

Oxnard Police Department

Oxnard Public Works Department

Ventura County Human Services Agency

Ventura County Continuum of Care Alliance

Housing Organizations (e.g. The Kingdom Center, Turning Point Foundation, RAIN Project Transitional Living Center, Gabriel's House)

**FUNDING SOURCES**

General Funds; Public/Private Partnerships

**CONTEXT**

Citywide

**RESOURCES**

The City of Austin, TX has a "Housing First" strategy in their Vision Zero Action Plan that prioritizes ending homelessness to address larger societal issues contributing to crashes involving homeless persons crossing the roadway. The Ending Community Homelessness Coalition, a non-profit organization, and Austin-Travis County Integral Care, the county's mental health and intellectual and developmental disability authority, are leading this effort.

The City of Fremont, CA distributed 100 traffic safety kits to its unsheltered community in an effort to make them more visible when walking and biking at night. Each kit consists of a reflective safety vest, flashlight, bicycle reflectors, and a reflective backpack. This Fremont Public Works Department and Human Services Department led this effort.

Portland, Oregon's Bureau of Transportation collaborated with Portland State University to engage in research and outreach to understand best practices for ensuring the safety of unhoused individuals around roadways. 70 percent of pedestrian fatalities within the City of Portland are among people experiencing homelessness. Through outreach with the unhoused community and data analysis, the study recommends implementing a "safe streets" program on streets surrounding encampments, increasing general infrastructure such as roadway lighting and traffic calming, increasing the number of safe parking areas for cars and RVs, and reducing encampment sweeps.

# SAFE ROADS

## Placemaking in Traffic Safety Initiatives

### EMPHASIS AREAS

Hot Spots

**Hot Spot 4:** Saviers Road from Laurel Street to Pleasant Valley Road

**Hot Spot 5:** Bard Road from Saviers Road to Pleasant Valley Road

### TIMELINE

ONGOING

### EFFECTIVENESS

Initial studies indicate art-based placemaking efforts have a strong positive correlation with improve safety benefits but further studies are recommended to cover a wider variety of roadway and land use contexts to inform development of a crash modification factor.

### LEAD AGENCY

Oxnard Public Works

### PARTNER AGENCIES

Ventura County Public Works (e.g. for unincorporated areas, such as El Rio)

Oxnard Community Development

Community-Based Organizations (e.g. BikeVC, MICOP, and Community Environmental Council)

### FUNDING SOURCES

General Funds; Public/Private Partnerships; User Fees; SCAG Go Human

### CONTEXT

Would apply to areas throughout the city with high volumes of vulnerable users

### DESCRIPTION

Launch a citywide initiative to treat streets as places by incorporating permanent placemaking efforts (public art, green infrastructure and neighborhood amenities) into traffic safety initiatives. Such amenities can activate streetscapes and encourage lower speeds and better awareness of non-vehicle users. Prioritize areas with high numbers of vulnerable users.

### RESOURCES

*Asphalt Art Safety Study: Historical Crash Analysis and Observational Behavior Assessment at Asphalt Art Sites*

A study by Sam Schwartz and Bloomberg Philanthropies on the effectiveness of "asphalt art," which are public art projects coupled with transportation infrastructure improvements, found that asphalt art can have traffic-calming benefits and encourage safer behavior. Asphalt art includes intersection murals, crosswalk art, and painted plazas or sidewalk extensions. The study tracked crash rates (crashes per year) and observed pedestrian and motorist behavior at 17 study sites in urban core, neighborhood residential/commercial, and suburban settings in cities along the East Coast of the U.S. The historical crash analysis found an average:

- 50% decrease in the rate of crashes involving pedestrians or other vulnerable road users
- 37% decrease in the rate of crashes leading to injuries
- 17% decrease in the total crash rate

The observational behavior assessment found a:

- 25% decrease in pedestrian crossing involving a conflict with drivers
- 27% increase in frequency of drivers immediately yielding to pedestrians with the right-of-way
- 38% decrease in pedestrians crossing against the walk signal

The SCAG Go Human program is a community engagement with the goal of reducing traffic collisions in Southern California and encouraging people to walk and bike more. The Go Human program has a Kit of Parts (link: https://scag.ca.gov/borrow-kit-parts) that includes pop-up materials for jurisdictions to temporarily demonstrate potential and planned street design treatments and safety infrastructure. The Kit of Parts includes materials to showcase a parklet, curb extension, median refuge island, artistic crosswalk, and separated bike lane.

# Regular Countywide Traffic Safety Coordination Meetings

**EMPHASIS AREAS**

ALL

**TIMELINE**

ONGOING

**EFFECTIVENESS**

N/A

**LEAD AGENCY**

Oxnard Public Works

**PARTNER AGENCIES**

Ventura County Public Works
City of Ventura Public Works
Simi Valley Public Works
Thousand Oaks Public Works
Camarillo Public Works

**FUNDING SOURCES**

General Funds

**CONTEXT**

Citywide and regionwide

**DESCRIPTION**

The City of Oxnard is just one jurisdiction within the larger Ventura County region. Given that residents and visitors often pass back and forth between the different jurisdictions with regularity, coordination and updates on roadway safety best practices and observations across the region can create a unified approach to traffic safety. Information sharing could improve efficiencies in traffic safety management, including policies that are working and those that require improvement. The meetings could be held monthly or semi-annually.

**RESOURCES**

In August 2019, SCAG hosted a series of traffic safety workshops entitled Go Human with representatives from each of the counties and many jurisdictions within the SCAG region. Presenters from the region spoke on a number of projects within their region including multi-lingual pedestrian safety campaigns, open streets projects, safe routes to school, and others. This allowed members from cities within the SCAG region to hear best practices, successes, and hurdles from their counterparts and enhance their understanding of roadway safety.

# SAFE SPEEDS

## Automated Enforcement

### EMPHASIS AREAS

**Speeding**

**Profile 1:** Unsafe speed collisions along roadways with 4-5 lanes

**Profile 2:** Broadside collisions at signals without fully protected left turns

**Hot Spots**

**Locations 1-5**

### TIMELINE

ONGOING

### EFFECTIVENESS

★★★★★ **CTW Rating**

Enforcement - A 2002 study* compared crash data between Oxnard and three control cities for 29 months preceding red light camera enforcement (January 1995 – May 1997) and 29 months with red light camera enforcement (August 1997 – December 1999). Overall, crashes at signalized intersections throughout Oxnard were reduced by 7% and injury crashes were reduced by 29%. Right-angle crashes (e.g. broadside collisions) involving injuries were reduced by 68%.

### LEAD AGENCY

Oxnard Police Department

### PARTNER AGENCIES

Oxnard Public Works

### FUNDING SOURCES

General Funds; Citations

### CONTEXT

Would apply to areas throughout the city with frequent instances of red light running

### DESCRIPTION

Automated enforcement, such as red-light cameras or speed cameras, target the specific drivers who are behaving dangerously. Although red light cameras have been found to increase rear-end crashes, they reduce broadside collisions, which often result in more serious injuries or fatalities than rear end collisions.

Automated speed detection devices can identify speeding violations and provide citations. California is currently considering legislation to allow this type of enforcement and the City of Oxnard can consider supporting this effort.

A strictly data-driven approach to automated enforcement might place red-light or speed cameras in locations with the highest number of collisions. However, given that many low-income neighborhoods have historically received fewer infrastructure investments, which often results in a higher rate of collisions, a strictly data-driven approach could lead to a disproportionate burden of enforcement. Therefore, automated enforcement should be implemented evenly across a jurisdiction at problem locations. In addition, cities should pair automated enforcement with updated fine structures so that low-income communities don't bear a disproportionate burden of traffic fines.

### RESOURCES

The Federal Highway Administration has published a report named *Red Light Camera Systems: Operational Guidelines* which documents the best practices for installing and maintain a red-light camera enforcement system. This includes the most important procedures for planning a red-light camera program and system. The report highlights the necessity of a robust public information and education to accompany the camera system. It recommends focusing on the consequences of fatalities and severe injuries that can accompany red light running within the campaign and distributing information through a variety of media channels including mailings, billboards, PSAs, and others. Education encompassing what red light running is, why it is dangerous, and what actions have been undertaken to reduce the frequency of its occurrence is important as well. Ongoing public information and education, beyond just the immediate period when the system is implemented, is a key aspect to enhance program effectiveness. The report lists key stakeholders that should be present during red light camera program planning, including law enforcement, public works, city attorneys, and representatives from the community.

* Source: Retting, R. A., & Kyrychenko, S. Y. (2002). Reductions in injury crashes associated with red light camera enforcement in Oxnard, California. American journal of public health, 92(11), 1822–1825. https://doi.org/10.2105/ajph.92.11.1822

# Speed Limit Modification

**EMPHASIS AREAS**

Speeding

**Profile 1:** Unsafe speed collisions along roadways with 4-5 lanes

**TIMELINE**

ONGOING

**EFFECTIVENESS**

★★★★★ CTW Rating

Speed Limits

**LEAD AGENCY**

Oxnard Public Works

**PARTNER AGENCIES**

Oxnard Police Department

**FUNDING SOURCES**

California Office of Traffic Safety (OTS) Grants

General Funds

**CONTEXT**

Citywide, focused on hot spot corridors, business activity districts, and school zones

**DESCRIPTION**

Utilize California Assembly Bill (AB) 43 methodology to lower speed limits on additional corridors.

AB 43 features the following five major components, focused on providing local jurisdictions more flexibility in setting speed limits, especially regarding vulnerable road users:

- Engineering & Traffic Survey (E&TS) - option to extend enforceable time period
- Post E&TS - agency can elect to retain current or immediately prior speed limit
- Speed Limit Reduction - reduction of additional 5 mph based on several factors, including designation of local "Safety Corridors"
- Prima Facie Speed Limits - options for 15 and 25 mph in certain zones
- Business Activity Districts - option for 20 or 25 mph

**RESOURCES**

Photo: Bruce Englehardt[65]

*California Assembly Bill 43*

*NACTO City Limits Setting Safe Speed Limits on Urban Streets guide*

The City of Palm Springs reduced the speed limits for 36 street segments (nearly 17 street miles) for areas with frequent pedestrian or bicycle traffic. Many of the street segment speed limits were reduced by 5 mph (e.g. 35 mph to 30 mph).

The City of San Francisco reduced speed limits by 5 mph for key business activity districts, which are defined as areas with streets where at least half of the property uses are dining or retail. Most of these streets had a speed limits of 25 mph or 30 mph and were reduced to 20 mph or 25 mph, respectively.

# Safe Speeds Education Campaign

**EMPHASIS AREAS**

Speeding

**Profile 1:** Unsafe speed collisions along roadways with 4-5 lanes

Hot Spots

**Hot Spots 1-5**

**TIMELINE**

PERIODIC, ONGOING

**EFFECTIVENESS**

★★★ **CTW Rating**

Communications and Outreach on Speeding

**LEAD AGENCY**

Oxnard Public Works

**PARTNER AGENCIES**

Oxnard Police Department

Oxnard Communications Department

Community-Based Organizations

Local Media Outlets

Caltrans

SCAG Go Human Campaign

OTS Go Safely California Campaign

**FUNDING SOURCES**

General Funds

California Office of Traffic Safety (OTS) Grants

**CONTEXT**

Citywide, focused on top corridors for unsafe speed collisions

**DESCRIPTION**

Continue existing safety education campaign targeting safe speeds. This could include yard signs, wall boards/posters in prime injury-corridor neighborhoods, ads on bus exteriors, radio ads, etc. To maximize effectiveness, this should be an ongoing program.

The SCAG Go Human campaign and the OTS Go Safely California campaign both have free resources for local agencies to use in implementing public awareness campaigns.

**RESOURCES**

***USDOT Traffic Safety Marketing***

*"Stop Speeding Before it Stops You"* is a media materials campaign provided by USDOT Traffic Safety Marketing, which includes social media-sharable GIFs discouraging speeding.

*SCAG Go Human Campaign*

*OTS Go Safely California Campaign*

Minnesota DOT Using Technology for In-Vehicle Alerts Jurisdictions, such as the Minnesota Department of Transportation have also started to partner with technology companies to provide alerts to on-vehicle computer systems and phones when drivers pass through designated corridors that have been targeted for speed enforcement and education programs. These programs use geofencing technology and send push alerts urging drivers to travel at reasonable speeds.

# SAFE VEHICLES

## Emerging Technology, including Autonomous and Connected Vehicles

**EMPHASIS AREAS**

ALL

**TIMELINE**

LONG TERM

**EFFECTIVENESS**

N/A

**LEAD AGENCY**

Oxnard Public Works

**PARTNER AGENCIES**

Oxnard Police Department

Caltrans

**FUNDING SOURCES**

Caltrans Highway Safety Improvement Program

California Office of Traffic Safety (OTS) Grants

General Funds

**CONTEXT**

Citywide

**DESCRIPTION**

Recent advancements in transportation technology have not only introduced new transportation modes and travel patterns but have also presented opportunities to better understand travel behavior and encourage safe behavior. The following represent a summary of emerging technology trends related to safety.

**Intelligent Transportation Systems**

The City has an Intelligent Transportation Systems (ITS) Master Plan with strategies to improve mobility and safety in Oxnard. Strategies include improving incident response times, managing congestion with signal timing, and deploying a traffic management center to fully utilize the ITS outlined in the plan. Dynamically managing the City's transportation system contributes to safety by minimizing incidence response times, improving auto travel time reliability, and facilitating efficient transit service to raise the value of transit relative to auto travel.

**Safe Vehicle Technology**

Some existing and emerging on-board vehicle technologies require investments in public infrastructure in order to function properly. For example, lane departure warning technology common on newer vehicles requires regular maintenance of roadway striping and the use of highly retroreflective materials to maximize effectiveness. Emerging Vehicle-to- Infrastructure (V2I) technologies will likely require integration with existing infrastructure. The City's ITS Master Plan and Capital Improvement Plan can facilitate the effectiveness of safe vehicle technology with traffic signal and detection upgrades and systematic resurfacing projects to ensure roadway striping is easily visible.

**Near Miss Data**

Near misses have historically been difficult to study in practical safety applications due to an overall lack of reported information. In the absence of sufficient crash data, near miss data is an important indicator for guiding crash prevention. Video data and incidence data from connected vehicles are emerging data sources that can provide key safety insights regarding near misses.

**AV Readiness Planning**

Having strategies prepared to meet and address the oncoming challenges posed by AV technology will be crucial in advancing road safety in Oxnard. Fully automated vehicles have the potential to transform travel behavior and safety outcomes given that AVs are ultimately designed to operate without any human intervention. Some strategies for preparation include educating the public on current and future safety features and limitations, developing signing and striping standards, and conducting reviews of equity implications. Without appropriate research and guidance, AVs could widen accessibility and safety gaps for vulnerable communities.

**RESOURCES**

*NHTSA Automated Vehicles for Safety*

# POST-CRASH CARE

## Rapid Response Safety Communication Protocol & Multi-Disciplinary Team

**EMPHASIS AREAS**

ALL

**TIMELINE**

LONG TERM

**EFFECTIVENESS**

N/A

**LEAD AGENCY**

Oxnard Police Department

Oxnard Fire Department

**PARTNER AGENCIES**

Oxnard Public Works

**FUNDING SOURCES**

California Office of Traffic Safety (OTS) Grants

General and Road Funds

**CONTEXT**

Citywide

**DESCRIPTION**

Employ an internal, multi-departmental communication strategy in response to severe and fatal collisions. The protocol should outline a path forward for Public Works staff to be a part of the immediate on-the ground-response to an investigation of severe and fatal collisions, ensuring a multi-disciplinary response team focused both on the behavioral and engineering elements of a collision. Development of this multi-disciplinary team can also support timely data sharing among City departments

**RESOURCES**

**San Francisco Vision Zero Traffic Fatality Protocol**

This protocol is an efficient and standardized procedure for reporting, investigating, and collecting data on traffic fatalities, with coordination across multiple city agencies.

**Endnotes:**

[23]California Public Radio, California Study Shows Racial, Gender Disparities in Police Stops and Searches. January 4, 2022. Accessed on June 29, 2022. https://www.capradio.org/articles/2022/01/04/california-study-shows-racial-gender-disparities-in-police-stops-and-searches/

[23]California Public Radio, California Study Shows Racial, Gender Disparities in Police Stops and Searches. January 4, 2022. Accessed on June 29, 2022. https://www.capradio.org/articles/2022/01/04/california-study-shows-racial-gender-disparities-in-police-stops-and-searches/

[24]BikeVentura and Community Environmental Council, Clean Mobility Options Voucher Pilot Program – Oxnard Community Transportation Needs Assessment, November 9, 2021.

[25]National Public Radio. Why Philadelphia has Banned Low-Level Traffic Stops. November 8, 2021. Accessed June 29, 2022. https://www.npr.org/2021/11/08/1052957246/why-philadelphia-has-banned-low-level-traffic-stops

# 07
# Emphasis Areas & Strategies

This chapter outlines 15 Emphasis Areas selected for project development. Each Emphasis Area is presented on a cutsheet that includes a location summary, key collision trends, and safety strategies.

STOP

# Emphasis Areas & Strategies

The 15 Emphasis Areas are a combination of five hot spot corridors and ten collision profiles.

## Hot Spot Corridors:

The five hot spot corridors were identified based on total collisions, weighted score, and collision rates, as described in Chapter 05 (Safety Analysis) and Appendix C (Collision Analysis Memo). The top ten intersections and roadway segments by weighted score generally anchor each of the five hot spot corridors and were grouped with several adjacent locations based on collision patterns and roadway context to facilitate a systemic approach for identifying safety improvements. The hot spot corridor process also considered not duplicating other major ongoing efforts by the City, capturing a variety of roadway and land use contexts in Oxnard, and geographic distribution.

### Hot Spot Corridors:

1. **Ventura Road from 5th Street to Wooley Road**
2. **Gonzales Road from Victoria Avenue to Rose Avenue**
3. **Wooley Road from Factory Lane to Pacific Avenue**
4. **Saviers Road from Laurel Street to Pleasant Valley Road**
5. **Bard Road from Saviers Road to Pleasant Valley Road**

## Collision Profiles:

The ten collision profiles were identified by pairing collision data with contextual data in a series of systemic matrices, which are described in Chapter 05 (Safety Analysis) and Appendix C (Collision Analysis Memo). The collision profiles reflect the combinations of factors that contributed to a high number of total collisions, KSI collisions, bike collisions, and pedestrian collisions. The collision profile process also considered the countermeasures available to address the safety issue, grant competitiveness, geographic or other equity considerations, and capturing a variety of roadway and land use contexts in Oxnard. The top ten intersections and roadway segments by total collisions, weighted score, and collision rates are generally reflected in the collision profiles.

### Collision Profiles:

1. **Unsafe Speed Collisions Along Roadways with 4 – 5 Lanes**
2. **Broadside Collisions at Signals without Fully Protected Left Turns**
3. **Driving Under the Influence of Drugs or Alcohol at Primary Roadway Intersections**
4. **Nighttime Collisions on 4 - 5 Lane Roadways**
5. **Hit Object Collisions at Major Intersections**
6. **Pedestrian or Bicycle-Involved Collisions on Roadways with 2 - 3 Lanes and ≤ 25 mph Posted Speed Limit**
7. **Pedestrian or Bicycle-Involved Collisions at Major Unsignalized Intersections**
8. **Bicycle-Involved Collisions with Vehicles Proceeding Straight at Signals**
9. **Pedestrian-Involved Collisions on Roadways with 4 - 5 Lanes and 30 - 45 mph Speed Limit**
10. **Pedestrian-Involved Collisions Midblock Along Primary Roadways**

# What You'll See on the Hot Spot Corridor Overview Cutsheet

Corridor name and extents

Collision summary of total collisions and collisions where someone was killed or severely injured (KSI).

Key collision, land use, and activity trends that were identified through collision analysis, field observation, and stakeholder input.

Primary countermeasures correspond to collisions trends and are best suited for competitive HSIP grant applications.

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Safety Recommendations for Hot Spot Corridor 1

## Ventura Road

*from 5th Street to Wooley Road*

KEY STATISTICS

132 TOTAL COLLISIONS

6 KSI COLLISIONS

11 Pedestrian-Involved Collisions

12 Bicycle-Involved Collisions

2 Pedestrian-Involved KSI Collisions

2 Bicycle-Involved KSI Collisions

CURRENT ROADWAY CHARACTERISTICS

| | |
|---|---|
| General Plan Classification | Primary |
| Number of Lanes | 5–6 |
| Posted Speed | 45 mph |
| AADT | 41,000 |
| Bike Facilities | Northbound Class II bike lane starts 200 feet south of 5th Street |
| Railroad Crossing | At Wooley Rd |

CURRENT LAND USE CHARACTERISTICS

| | |
|---|---|
| | Schools |
| X | Transit |
| X | Disadvantaged Community |
| X | SB 375 |
| X | AB 1550 |
| X | Justice40 |

KEY TRENDS

CORRIDOR
- 94 percent of collisions occurred at an intersection
- Top Violations: Unsafe Speed (28%), Vehicle Right of Way (17%), and Traffic Signals and Signs (15%)

5TH STREET
- Greater bike and pedestrian activity near retail plazas
- Gap in roadway lighting from 5th Street to Teal Club Road

7TH STREET
- Broadside collisions involving southbound left turns (lefts not fully protected)
- Bicyclist and pedestrian right-of-way violations

WOOLEY ROAD
- Rear end collisions, possibly due to signal visibility and right-turn queues
- Nighttime pedestrian collisions

RECOMMENDED COUNTERMEASURES: PRIMARY

| COUNTERMEASURE | ISSUE AREA | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES | ESTIMATED CORRIDOR COST & BENEFIT |
|---|---|---|---|---|
| Leading Pedestrian Interval | Pedestrian Collisions at Signalized Intersections with Right-Turning Vehicles | 60% | Signal Timing | WITH ROAD DIET BENEFIT: $31.8m COST: $4.7m BENEFIT/COST RATIO: 7 |
| Repurpose Roadway Space (Road Diet) with Class IV Separated Bike Lane | High Speeds, Bike Activity and Collisions | 45% | | |
| Intersection Lighting | Nighttime Collisions (Especially with Pedestrians) | 40% | | |
| Segment Lighting | Nighttime Collisions (Especially with Pedestrians) | 35% | | |
| Class II Bike Lanes (if no road diet; add buffer where feasible) | Bike Collisions | 35% | Resurfacing | NO ROAD DIET BENEFIT: $25.2m COST: $2.5m BENEFIT/COST RATIO: 10 |
| Additional Signal Heads (if repurposing roadway space (road diet)) | Rear End and Broadside Collisions | 15% | | |
| Extend Yellow and All Red Clearance Time | Rear End and Broadside Collisions | 15% | Signal Timing | |
| High Visibility Crosswalks with Advance Stop Bars | Pedestrian Collisions at Signalized Intersections | 15% | Resurfacing | |
| Retroreflective Signal Backplates | Rear End and Broadside Collisions | 15% | | |
| Pavement Markings Through Intersection | Left-Turns at Intersections with Railroad Crossing | 10% | Resurfacing | |

Note: Though the project option without a road diet results in a higher B/C ratio, the road diet project is expected result in a greater reduction in collisions while providing for a more comfortable option for bicyclists.

Current roadway and land use characteristics

**Note:** *Several designations for Disadvantaged Communities are included as each designation is referenced for various grant applications. The designations include Senate Bill 535, Assembly Bill 1550, and the USDOT Justice40 Initiative.

Map with activity generators, such as retail plazas, transit stops, schools, and parks.

OXNARD LOCAL ROAD SAFETY PLAN | 95

5th Street

7th Street

Ventura Rd.

9th Street

Wooley Rd.

RECOMMENDED COUNTERMEASURES: SECONDARY
- Consider reaching out to commercial plaza owner(s) to explore consolidating driveways to address queuing by removing driveways within 200' – 250' of signalized intersections
- Green Conflict Striping at intersections and driveways
- Pedestrian and Bicyclist Warning Signage for right-turning vehicles at intersections
- Traffic Signal Confirmation Lights at signalized intersections (ongoing program by Oxnard Police Department)

RELATED CITY ACTIVITIES
- The City of Oxnard Public Works Department had developed guidelines of Leading Pedestrian Intervals and is beginning implementation.
- The City of Oxnard Public Works Department is installing a protected left-turn for northbound/southbound travel on Ventura Road at 7th Street.
- The County of Ventura may convert the flood channel, which begins at Ventura Road & Ninth Street and continues south past Wooley Road, into a linear park that would provide a separated multi-use path for people walking and bicycling.

Retail

Transit Stops

*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

Secondary countermeasures are additional recommended strategies based on existing infrastructure, field observations, and stakeholder input.

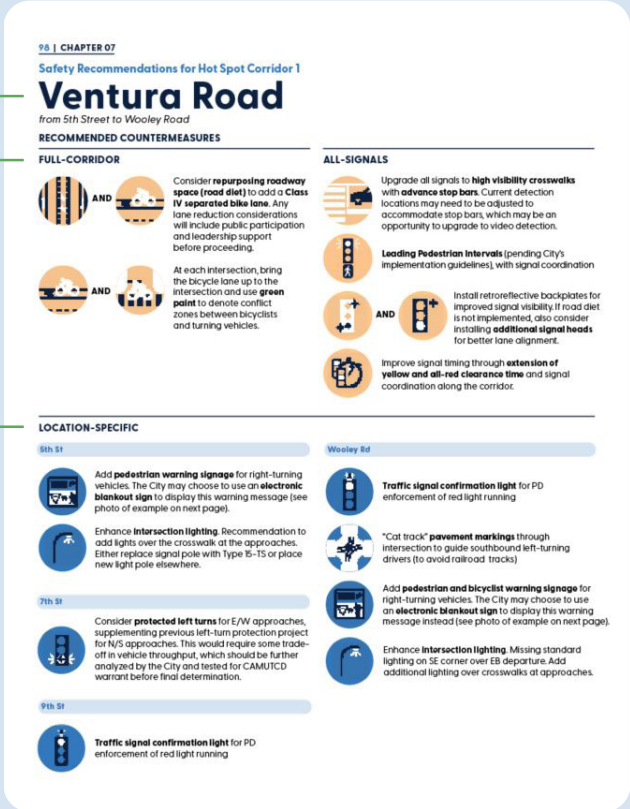
Related City activities are recently completed, ongoing, or upcoming City projects that are relevant to the key trends and safety strategies identified for each corridor.

# What You'll See on the Hot Spot Corridor Recommendations Cutsheet

Corridor name and extents

Countermeasures recommended for systemic application (e.g. across the corridor or at similar locations, such as at all signalized intersections).

Countermeasures recommended for specific locations



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Safety Recommendations for Hot Spot Corridor 1

## Ventura Road

*from 5th Street to Wooley Road*

RECOMMENDED COUNTERMEASURES

FULL-CORRIDOR

AND

Consider **repurposing roadway space (road diet)** to add a **Class IV separated bike lane**. Any lane reduction considerations will include public participation and leadership support before proceeding.

AND

At each intersection, bring the bicycle lane up to the intersection and use **green paint** to denote conflict zones between bicyclists and turning vehicles.

ALL-SIGNALS

Upgrade all signals to **high visibility crosswalks** with **advance stop bars**. Current detection locations may need to be adjusted to accommodate stop bars, which may be an opportunity to upgrade to video detection.

**Leading Pedestrian Intervals** (pending City's implementation guidelines), with signal coordination

AND

Install retroreflective backplates for improved signal visibility. If road diet is not implemented, also consider installing **additional signal heads** for better lane alignment.

Improve signal timing through **extension of yellow and all-red clearance time** and signal coordination along the corridor.

LOCATION-SPECIFIC

5th St

Add **pedestrian warning signage** for right-turning vehicles. The City may choose to use an **electronic blankout sign** to display this warning message (see photo of example on next page).

Enhance **intersection lighting**. Recommendation to add lights over the crosswalk at the approaches. Either replace signal pole with Type 15-TS or place new light pole elsewhere.

7th St

Consider **protected left turns** for E/W approaches, supplementing previous left-turn protection project for N/S approaches. This would require some trade-off in vehicle throughput, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

9th St

**Traffic signal confirmation light** for PD enforcement of red light running

Wooley Rd

**Traffic signal confirmation light** for PD enforcement of red light running

"Cat track" **pavement markings** through intersection to guide southbound left-turning drivers (to avoid railroad tracks)

Add **pedestrian and bicyclist warning signage** for right-turning vehicles. The City may choose to use an **electronic blankout sign** to display this warning message instead (see photo of example on next page).

Enhance **intersection lighting**. Missing standard lighting on SE corner over EB departure. Add additional lighting over crosswalks at approaches.

Map with activity generators, such as retail plazas, transit stops, schools, and parks.

Continued countermeasures recommended for specific locations

OXNARD LOCAL ROAD SAFETY PLAN | 99

5th Street

7th Street

Ventura Rd.

9th Street

Wooley Road

North of 5th St

Add new poles for **segment lighting**

Between 9th St and Wooley Rd

**Speed feedback sign** for southbound approach

Retail

Transit Stops

*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

# What You'll See on the Collision Profile Cutsheet

Collision Profile Name

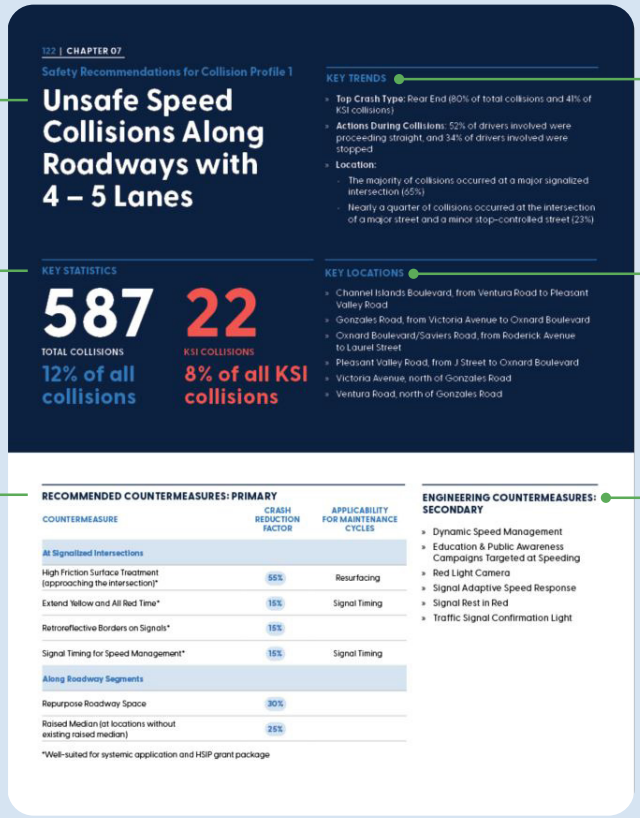
Key collision trends that informed the identification of relevant countermeasures.

Collision summary of total collisions and collisions where someone was killed or severely injured (KSI).

Key locations reflect locations with a high number of KSI collisions and/or a clustering of collisions.

Primary countermeasures correspond to collisions trends and are best suited for competitive HSIP grant applications.

Secondary countermeasures are additional recommended strategies that include existing City efforts, engineering countermeasures, and educational/enforcement programs.



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Safety Recommendations for Collision Profile 1

## Unsafe Speed Collisions Along Roadways with 4 – 5 Lanes

KEY TRENDS

- **Top Crash Type:** Rear End (80% of total collisions and 41% of KSI collisions)
- **Actions During Collisions:** 52% of drivers involved were proceeding straight, and 34% of drivers involved were stopped
- **Location:**
  - The majority of collisions occurred at a major signalized intersection (65%)
  - Nearly a quarter of collisions occurred at the intersection of a major street and a minor stop-controlled street (23%)

KEY STATISTICS

587 TOTAL COLLISIONS — 12% of all collisions

22 KSI COLLISIONS — 8% of all KSI collisions

KEY LOCATIONS

- Channel Islands Boulevard, from Ventura Road to Pleasant Valley Road
- Gonzales Road, from Victoria Avenue to Oxnard Boulevard
- Oxnard Boulevard/Saviers Road, from Roderick Avenue to Laurel Street
- Pleasant Valley Road, from J Street to Oxnard Boulevard
- Victoria Avenue, north of Gonzales Road
- Ventura Road, north of Gonzales Road

RECOMMENDED COUNTERMEASURES: PRIMARY

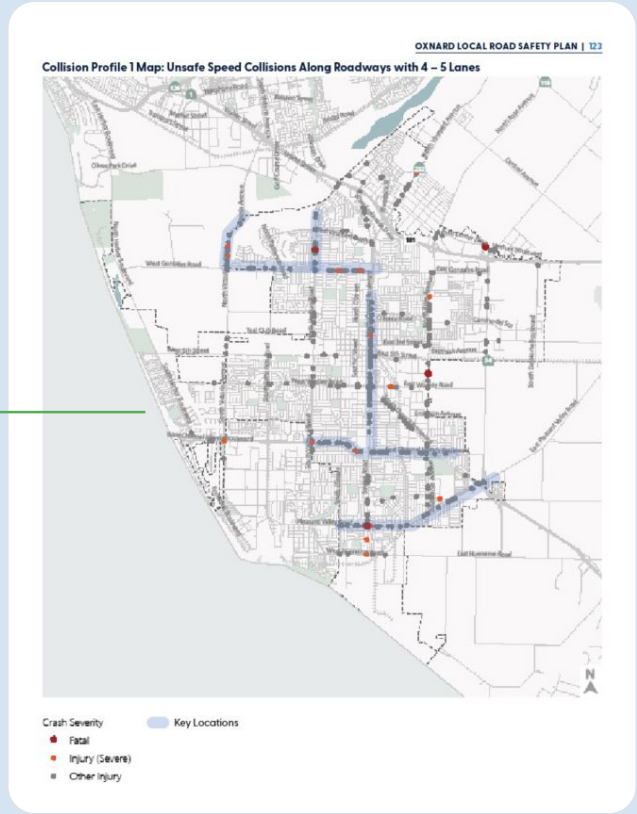
| COUNTERMEASURE | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES |
|---|---|---|
| **At Signalized Intersections** | | |
| High Friction Surface Treatment (approaching the intersection)* | 55% | Resurfacing |
| Extend Yellow and All Red Time* | 15% | Signal Timing |
| Retroreflective Borders on Signals* | 15% | |
| Signal Timing for Speed Management* | 15% | Signal Timing |
| **Along Roadway Segments** | | |
| Repurpose Roadway Space | 30% | |
| Raised Median (at locations without existing raised median) | 25% | |

*Well-suited for systemic application and HSIP grant package

ENGINEERING COUNTERMEASURES: SECONDARY

- Dynamic Speed Management
- Education & Public Awareness Campaigns Targeted at Speeding
- Red Light Camera
- Signal Adaptive Speed Response
- Signal Rest in Red
- Traffic Signal Confirmation Light

Map of collisions that match the collision profile. Some collisions are represented in multiple collision profiles.



OXNARD LOCAL ROAD SAFETY PLAN | 123

Collision Profile 1 Map: Unsafe Speed Collisions Along Roadways with 4 – 5 Lanes

Crash Severity
- Fatal
- Injury (Severe)
- Other Injury

Key Locations

## Safety Recommendations for Hot Spot Corridor 1

# Ventura Road

*from 5th Street to Wooley Road*

### KEY STATISTICS

**132**
**TOTAL COLLISIONS**
- **11** Pedestrian-Involved Collisions
- **12** Bicycle-Involved Collisions

**6**
**KSI COLLISIONS**
- **2** Pedestrian-Involved KSI Collisions
- **2** Bicycle-Involved KSI Collisions

### CURRENT ROADWAY CHARACTERISTICS

| | |
|---|---|
| **General Plan Classification** | Primary |
| **Number of Lanes** | 5-6 |
| **Posted Speed** | 45 mph |
| **AADT** | 41,000 |
| **Bike Facilities** | Northbound Class II bike lane starts 200 feet south of 5th Street |
| **Railroad Crossing** | At Wooley Rd |

### CURRENT LAND USE CHARACTERISTICS

| | |
|---|---|
| | Schools |
| X | Transit |
| X | Disadvantaged Community |
| X | SB 375 |
| X | AB 1550 |
| X | Justice40 |

### KEY TRENDS

**CORRIDOR**
- 94 percent of collisions occurred at an intersection
- Top Violations: Unsafe Speed (28%), Vehicle Right of Way (17%), and Traffic Signals and Signs (15%)

**5TH STREET**
- Greater bike and pedestrian activity near retail plazas
- Gap in roadway lighting from 5th Street to Teal Club Road

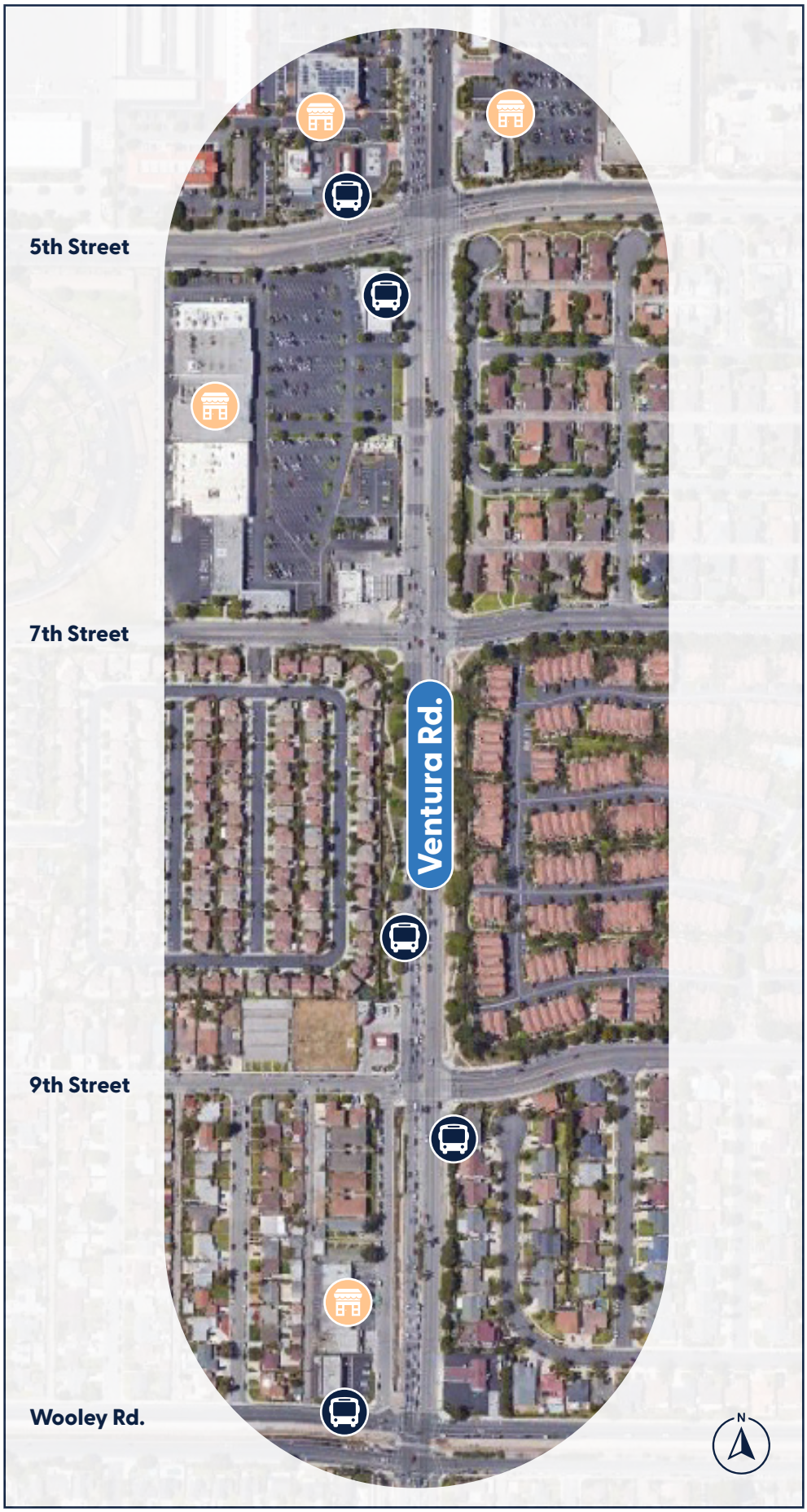
**7TH STREET**
- Broadside collisions involving southbound left turns (lefts not fully protected)
- Bicyclist and pedestrian right-of-way violations

**WOOLEY ROAD**
- Rear end collisions, possibly due to signal visibility and right-turn queues
- Nighttime pedestrian collisions

### RECOMMENDED COUNTERMEASURES: PRIMARY

| COUNTERMEASURE | ISSUE AREA | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES | ESTIMATED CORRIDOR COST & BENEFIT |
|---|---|---|---|---|
| Leading Pedestrian Interval | Pedestrian Collisions at Signalized Intersections with Right-Turning Vehicles | 60% | Signal Timing | **WITH ROAD DIET** BENEFIT: $31.8m COST: $4.7m BENEFIT/COST RATIO: 7 |
| Repurpose Roadway Space (Road Diet) with Class IV Separated Bike Lane | High Speeds, Bike Activity and Collisions | 45% | | |
| Intersection Lighting | Nighttime Collisions (Especially with Pedestrians) | 40% | | |
| Segment Lighting | Nighttime Collisions (Especially with Pedestrians) | 35% | | |
| Class II Bike Lanes (if no road diet; add buffer where feasible) | Bike Collisions | 35% | Resurfacing | |
| Additional Signal Heads (if repurposing roadway space (road diet)) | Rear End and Broadside Collisions | 15% | | **NO ROAD DIET** BENEFIT: $25.2m COST: $2.5m BENEFIT/COST RATIO: 10 |
| Extend Yellow and All Red Clearance Time | Rear End and Broadside Collisions | 15% | Signal Timing | |
| High Visibility Crosswalks with Advance Stop Bars | Pedestrian Collisions at Signalized Intersections | 15% | Resurfacing | |
| Retroreflective Signal Backplates | Rear End and Broadside Collisions | 15% | | |
| Pavement Markings Through Intersection | Left-Turns at Intersections with Railroad Crossing | 10% | Resurfacing | |

Note: Though the project option without a road diet results in a higher B/C ratio, the road diet project is expected result in a greater reduction in collisions while providing for a more comfortable option for bicyclists.




## RECOMMENDED COUNTERMEASURES: SECONDARY

- Consider reaching out to commercial plaza owner(s) to explore consolidating driveways to address queuing by removing driveways within 200' – 250' of signalized intersections
- Green Conflict Striping at intersections and driveways
- Pedestrian and Bicyclist Warning Signage for right-turning vehicles at intersections
- Traffic Signal Confirmation Lights at signalized intersections (ongoing program by Oxnard Police Department)

## RELATED CITY ACTIVITIES

- The City of Oxnard Public Works Department had developed guidelines of Leading Pedestrian Intervals and is beginning implementation.
- The City of Oxnard Public Works Department is installing a protected left-turn for northbound/southbound travel on Ventura Road at 7th Street.
- The County of Ventura may convert the flood channel, which begins at Ventura Road & Ninth Street and continues south past Wooley Road, into a linear park that would provide a separated multi-use path for people walking and bicycling.
- The City of Oxnard Public Works Department applied for HSIP Cycle 11 funding for the Ventura Road corridor from Teal Club Road to Wooley Road.

Retail

Transit Stops

*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

## Safety Recommendations for Hot Spot Corridor 1

# Ventura Road

*from 5th Street to Wooley Road*

## RECOMMENDED COUNTERMEASURES

### FULL-CORRIDOR

AND

Consider **repurposing roadway space (road diet)** to add a **Class IV separated bike lane**. Any lane reduction considerations will include public participation and leadership support before proceeding.

AND

At each intersection, bring the bicycle lane up to the intersection and use **green paint** to denote conflict zones between bicyclists and turning vehicles.

### ALL-SIGNALS

Upgrade all signals to **high visibility crosswalks** with **advance stop bars**. Current detection locations may need to be adjusted to accommodate stop bars, which may be an opportunity to upgrade to video detection.

**Leading Pedestrian Intervals** (pending City's implementation guidelines), with signal coordination

AND

Install retroreflective backplates for improved signal visibility. If road diet is not implemented, also consider installing **additional signal heads** for better lane alignment.

Improve signal timing through **extension of yellow and all-red clearance time** and signal coordination along the corridor.

### LOCATION-SPECIFIC

#### 5th St

Add **pedestrian warning signage** for right-turning vehicles. The City may choose to use an **electronic blankout sign** to display this warning message (see photo of example on next page).

Enhance **intersection lighting**. Recommendation to add lights over the crosswalk at the approaches. Either replace signal pole with Type 15-TS or place new light pole elsewhere.

#### 7th St

Consider **protected left turns** for E/W approaches, supplementing previous left-turn protection project for N/S approaches. This would require some trade-off in vehicle throughput, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

#### 9th St

**Traffic signal confirmation light** for PD enforcement of red light running

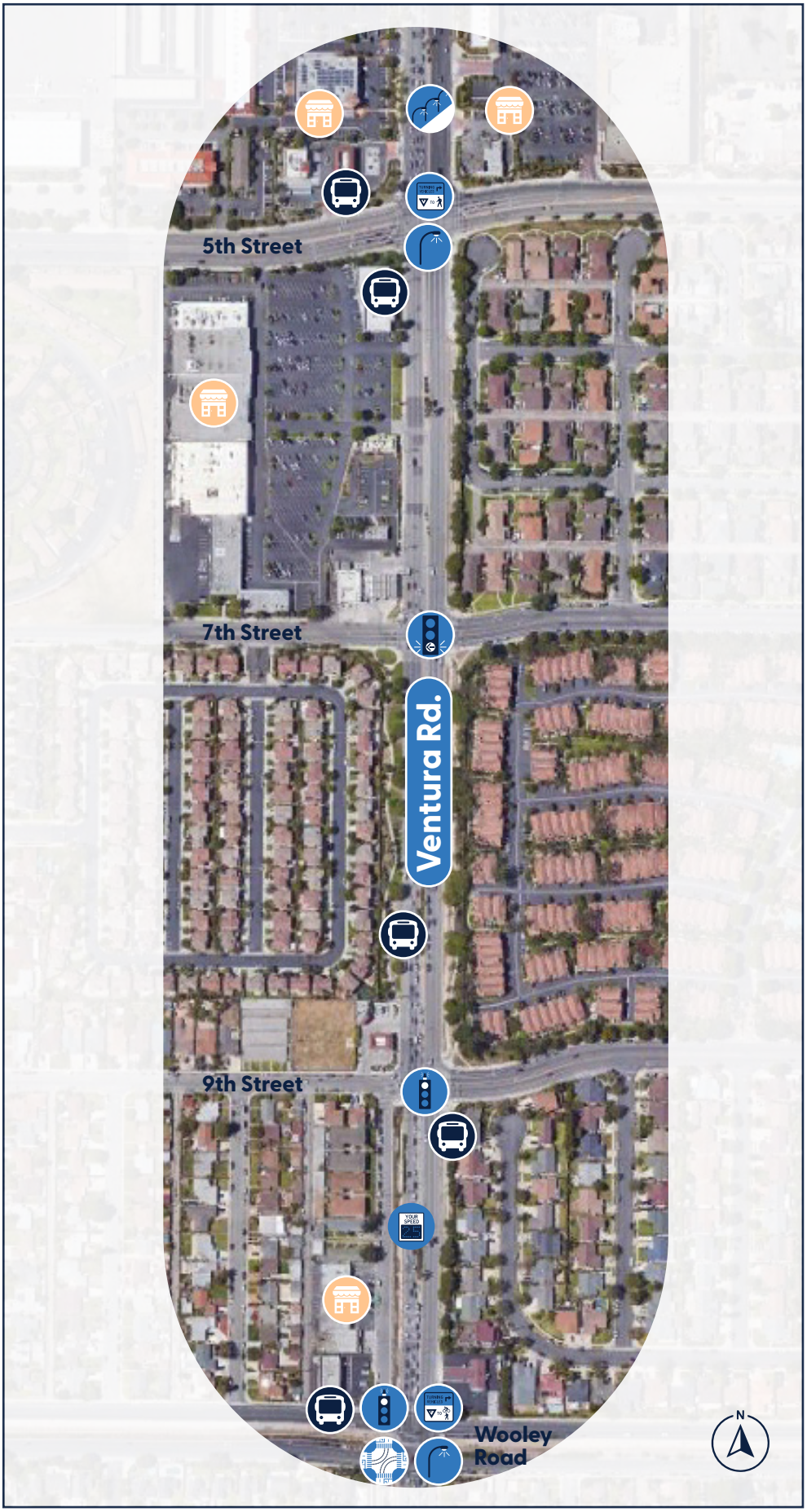
#### Wooley Rd

**Traffic signal confirmation light** for PD enforcement of red light running

"Cat track" **pavement markings** through intersection to guide southbound left-turning drivers (to avoid railroad tracks)

Add **pedestrian and bicyclist warning signage** for right-turning vehicles. The City may choose to use an **electronic blankout sign** to display this warning message instead (see photo of example on next page).

Enhance **intersection lighting**. Missing standard lighting on SE corner over EB departure. Add additional lighting over crosswalks at approaches.




**North of 5th St**

Add new poles for **segment lighting**

**Between 9th St and Wooley Rd**

**Speed feedback sign** for southbound approach

Retail

Transit Stops

*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

## Safety Recommendations for Hot Spot Corridor 2

# Gonzales Road

*from Victoria Avenue to Rose Avenue*

### KEY STATISTICS

**344** TOTAL COLLISIONS

- **31** Pedestrian-Involved Collisions
- **30** Bicycle-Involved Collisions

**15** KSI COLLISIONS

- **2** Pedestrian-Involved KSI Collisions
- **3** Bicycle-Involved KSI Collisions

### CURRENT ROADWAY CHARACTERISTICS

| | |
|---|---|
| **General Plan Classification** | Primary |
| **Number of Lanes** | Victoria Ave to C St: 4 lanes<br>C St to Rose Ave: 5 – 6 lanes |
| **Posted Speed** | 45 mph |
| **AADT** | Victoria Ave to Ventura Rd: 14,000 – 16,000<br>Ventura Rd to Indiana Dr: 20,000 – 30,000<br>Indiana Dr to Rose Ave: 40,000 |
| **Bike Facilities** | Class II Bike lane |
| **Railroad Crossing** | At Oxnard Blvd |

### CURRENT LAND USE CHARACTERISTICS

| | |
|---|---|
| X | Schools |
| X | Transit |
| X | Disadvantaged Community |
| X | SB 375 |
| X | AB 1550 |
| X | Justice40 |

### KEY TRENDS

- Approximately a third of collisions occurred at night and were primarily rear end (34%) or broadside (27%) collisions
- 96 percent of collisions occurred at an intersection and majority were either a rear end collision (41%) or broadside collision (28%)
- Broadside collisions at intersections were nearly evenly split between intersections with (53%) and without (47%) fully protected left turns
- Broadside collisions at minor stop-controlled intersections
- Hit object collisions between Merion Way and Patterson Road
- Pedestrian crossing at minor stop-controlled intersections

### RECOMMENDED COUNTERMEASURES: PRIMARY

| COUNTERMEASURE | ISSUE AREA | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES | ESTIMATED CORRIDOR COST & BENEFIT* |
|---|---|---|---|---|
| Leading Pedestrian Interval | Pedestrian Collisions at Signalized Intersections with Right-Turning Vehicles | 60% | Signal Timing | BENEFIT: $38M<br>COST: $6.7M<br>BENEFIT/COST RATIO: 6 |
| Restrict Turning Movements with Raised Median | Broadside Collisions at Minor Stop-Controlled Intersections | 50% | | |
| Intersection Lighting | Nighttime Collisions (Especially with Pedestrians) | 40% | | |
| Flashing Beacon as Advance Warning | Rear End and Broadside Collisions at High Speeds | 30% | | |
| Fully Protected Left-Turns at Signalized Intersections | Left-turn Collisions at Unprotected Lefts | 30% | | |
| High Visibility Crosswalks with Advance Stop Bars | Pedestrian Collisions at Signalized Intersections | 15% | Resurfacing | |
| Coordinate Signal Timing for Speed Management | High Speeds | 15% | Signal Timing | |
| Extend Yellow and All Red Clearance Time | Rear End and Broadside Collisions | 15% | Signal Timing | |
| Retroreflective Signal Backplates | Rear End and Broadside Collisions | 15% | | |

*Note: the Estimated Benefit/Cost Ratio does not include long term considerations, such as the Pedestrian Hybrid Beacon at Bahia Drive and new pedestrian crossing at Entrada Drive.

## RECOMMENDED COUNTERMEASURES: SECONDARY

- Additional Warning Signage to alert drivers of upcoming lanes merging
- Extend Bike Lane to Intersection
- Green Conflict Striping at intersections and driveways
- Maintain Trees to improve signal visibility
- Median Improvements, such as striping around median and paint on nose of median to increase visibility
- Speed Feedback Sign
- Reposition Crosswalks to improve pedestrian visibility for drivers making turns
- Traffic Signal Confirmation Lights at signalized intersections (ongoing program by Oxnard Police Department)

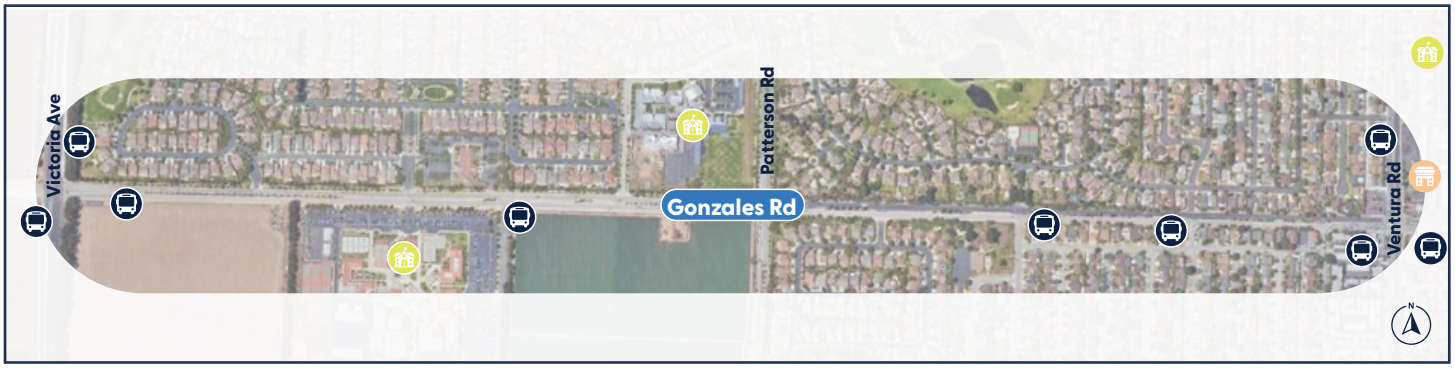
## RELATED CITY ACTIVITIES

- The City of Oxnard Public Works Department has several ongoing projects along Gonzales Road:
  - Updating a variety of field equipment, such as controllers, push buttons, and signal heads, and changing detection loops to video detection
  - Implementing an adaptive traffic signal system
  - Installed one Leading Pedestrian Interval at Gonzales Road & Entrada Drive, in front of Pacifica High School
  - Adding Accessible Pedestrian Signal push buttons to key intersections near shopping centers and schools
- The City of Oxnard Public Works Department is developing guidelines for implementation of Leading Pedestrian Intervals.
- The City of Oxnard Police Department installed traffic signal confirmation lights at the Gonzales Road & Rose Avenue and Gonzales Road & Oxnard Boulevard intersections.

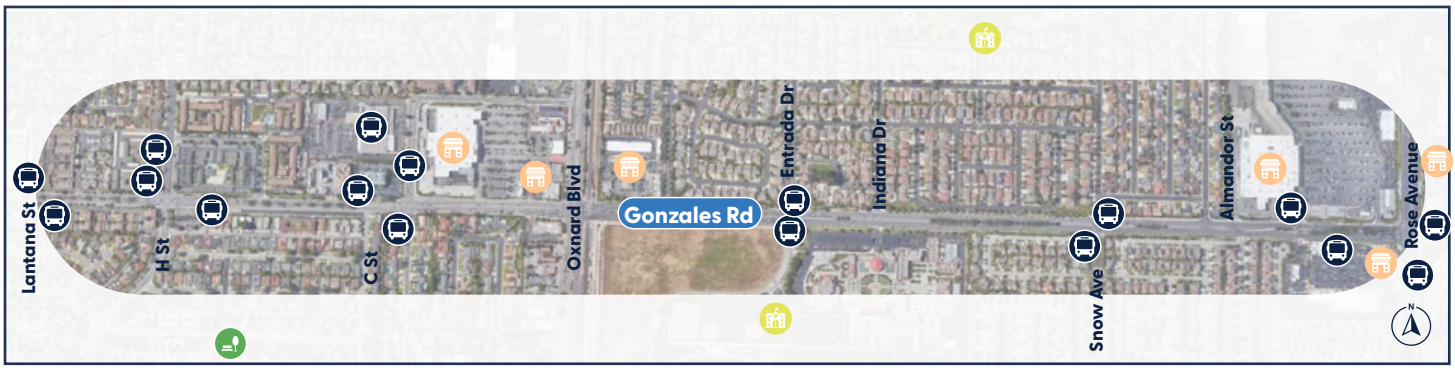
Retail
Schools
Transit Stops
Parks

*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

### Gonzales Road from Victoria Avenue to Ventura Road




### Gonzales Road from Lantana St to Rose Avenue



## Safety Recommendations for Hot Spot Corridor 2

# Gonzales Road

*from Victoria Avenue to Ventura Road*

### RECOMMENDED COUNTERMEASURES

### FULL-CORRIDOR

AND

The City plans to **narrow travel lanes** and **add a buffer** to the existing bike lane.

AND

At each intersection, bring the bicycle lane up to the intersection and use **green paint** to denote conflict zones between bicyclists and turning vehicles.

### ALL-SIGNALS

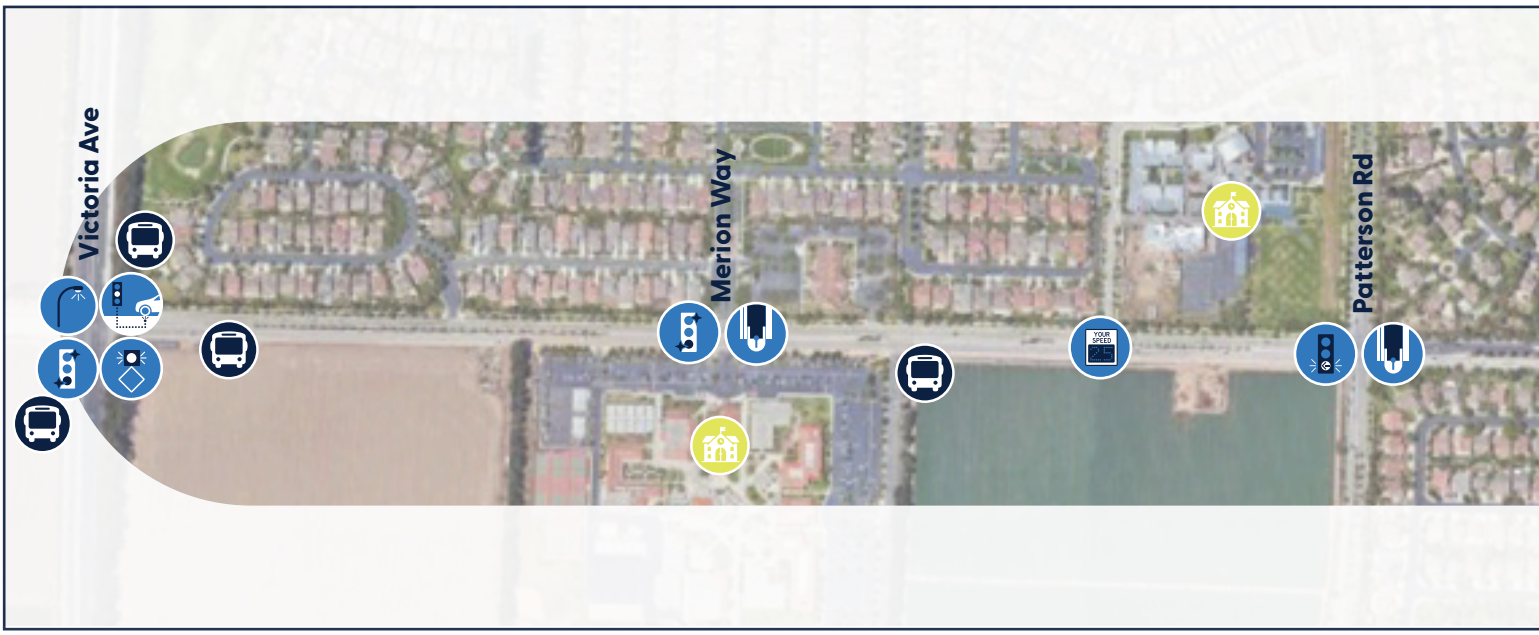
Upgrade all signals to **high visibility crosswalks** with **advance stop bars**. Current detection locations may need to be adjusted to accommodate stop bars, which may be an opportunity to upgrade to video detection.

**Leading Pedestrian Intervals** (pending City's implementation guidelines)

Improve signal timing through **extension of yellow and all-red clearance time.**

Coordinate signals for **speed management** (e.g. timed to lower speed).

**Traffic signal confirmation light** for PD enforcement of red light running



## LOCATION-SPECIFIC

### Victoria Rd

Consider installing **flashing beacon advance warning** for signal, by adding beacon to existing signal warning sign (NB/SB). City may also consider additional signal heads.

**Retroreflective backplates**

**Intersection lighting**

### Merion Way

**Retroreflective backplates**

**Median improvements**, such as Striping around median and paint on nose of median to increase visibility

### Between Merion Way and Patterson Rd

**Speed feedback sign**

### Patterson Rd

Consider **protected left turns** in all directions. This would require some trade-off in vehicle throughput, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

**Median improvements**, such as striping around median and paint on nose of median to increase visibility

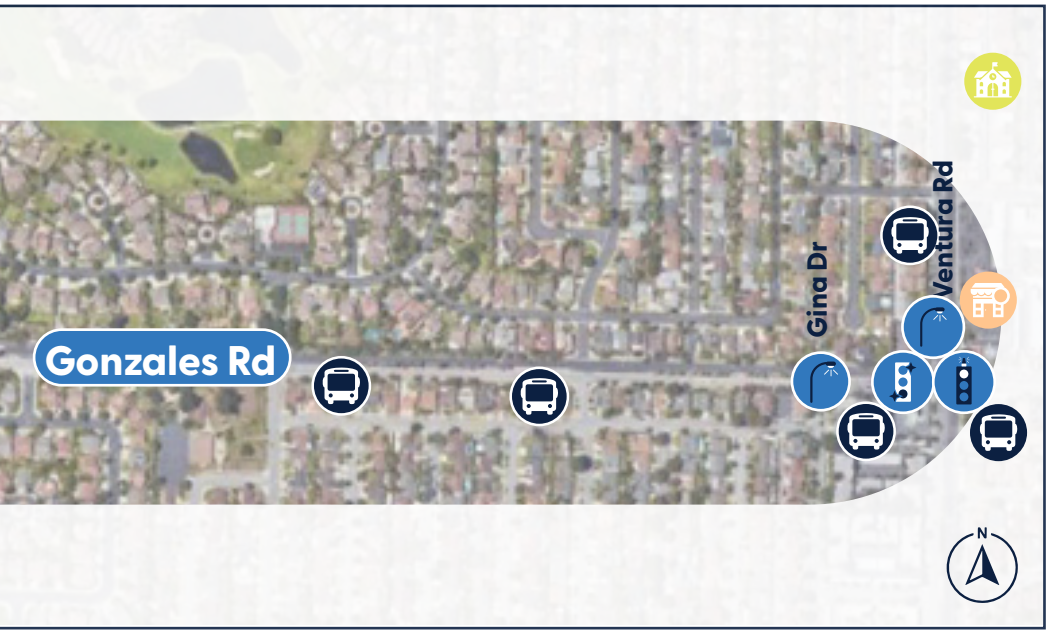
### Gina Dr

**Intersection lighting**

### Ventura Rd

**Retroreflective backplates**

Enhance **intersection lighting**: Existing standard lighting on mast arms to illuminate departures. Recommendation to add lights over the crosswalk at the approaches.




Retail

Transit Stops

Schools

Parks

## Safety Recommendations for Hot Spot Corridor 2

# Gonzales Road

*from Lobelia Drive to Rose Avenue (continued)*

### LOCATION-SPECIFIC

#### Lobelia Dr

**Intersection lighting**

#### Lantana St

Consider **protected left turns** in all directions. This would require some trade-off in vehicle throughput, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

**Retroreflective backplates**

#### H St

**Retroreflective backplates**

**Intersection lighting**

#### C St

Consider **protected left turns** in all directions. This would require some trade-off in vehicle throughout, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

**Retroreflective backplates**

**Additional signage** for WB Merge

**No Right Turn on Red** for northbound approach due to limited visibility of westbound approach. May be paired with enforcement and/or landscaping management to improve sight lines for drivers making a NB right turn.

#### Oxnard Blvd

**Retroreflective backplates**

### Bahia Dr

**Raised medians to restrict turn movements** for left-turning vehicles out of Bahia (consider need for this improvement in the long term when City Sports Park is built). The City may also consider eliminating the WB right turn lane just west of Bahia, to limit vehicle conflicts between southbound right-turning vehicles and westbound vehicles. Any turning movement restriction considerations will include public participation and leadership support before proceeding.

### Entrada Dr

**Retroreflective backplates**

Consider new **pedestrian crossing** when City Sports Park is built

### Almanor St and Walmart Driveway

**Raised medians to restrict turn movements** (right out only – see Sonata Drive for example). Any turning movement restriction considerations will include public participation and leadership support before proceeding.

### Rose Ave

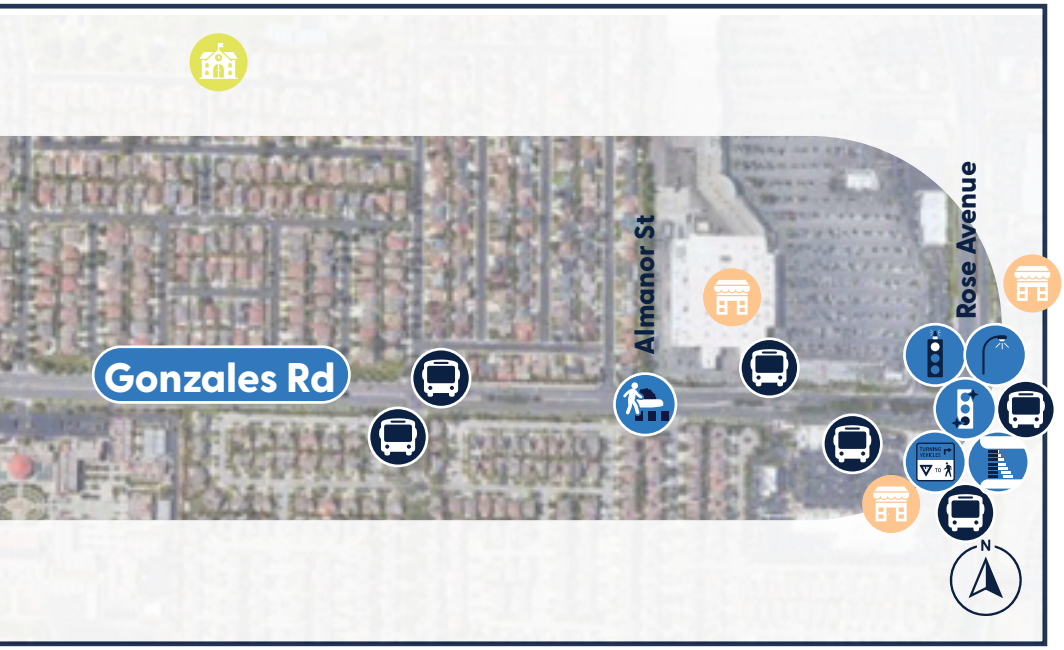
**Traffic signal confirmation light** for PD enforcement of red light running

**Intersection lighting**

**Retroreflective backplates**

Add **pedestrian warning signage** for right-turning vehicles. The City may choose to use an **electronic blankout sign** to display this warning message instead.

**Reposition west leg crosswalk** for better visibility to southbound right-turning drivers




Retail

Transit Stops

Schools

Parks

*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

## Safety Recommendations for Hot Spot Corridor 3

# Wooley Road

*from Donlon Avenue to Pacific Avenue*

### KEY STATISTICS

**49**

**TOTAL COLLISIONS**

- **4** Pedestrian-Involved Collisions
- **5** Bicycle-Involved Collisions

**7**

**KSI COLLISIONS**

- **3** Pedestrian-Involved KSI Collisions
- **2** Bicycle-Involved KSI Collisions

### CURRENT ROADWAY CHARACTERISTICS

| | |
|---|---|
| **General Plan Classification** | Secondary |
| **Number of Lanes** | 4 |
| **Posted Speed** | 40 mph |
| **AADT** | 15,000-18,000 |
| **Bike Facilities** | None |
| **Railroad Crossing** | At Commercial Ave & Richmond Ave |

### CURRENT LAND USE CHARACTERISTICS

| | |
|---|---|
| | Schools |
| | Transit |
| X | Disadvantaged Community |
| X | SB 375 |
| X | AB 1550 |
| X | Justice40 |

### KEY TRENDS

- Primarily industrial uses with truck activity interacting with people walking and biking
- Bike (10%) and pedestrian (8%) collisions with a lack of bike lanes, sidewalks, and lighting
- Broadside collisions account for nearly half of the collisions on this corridor
- Signalized intersections (Commercial Avenue and Pacific Avenue) do not have fully protected left turns
- Top Violations: Vehicle Right of Way (33%), Unsafe Speed (14%), and Traffic Signals and Signs (12%)

## RECOMMENDED COUNTERMEASURES: PRIMARY

| COUNTERMEASURE | ISSUE AREA | CRASH REDUCTION FACTOR | APPLICABILITY FOR REGULAR MAINTENANCE CYCLES | ESTIMATED CORRIDOR COST & BENEFIT* |
|---|---|---|---|---|
| Sidewalk | Bike and Pedestrian Collisions along Corridor | 80% | | BENEFIT: $16.7M<br>COST: $3.6M<br>BENEFIT/COST RATIO: 5 |
| Intersection Lighting | Bike and Pedestrian Collisions at/Approaching Intersections (Especially at Night) | 40% | | |
| Bike Lanes | Bike and Pedestrian Collisions along Corridor | 35% | Resurfacing | |
| Fully Protected Left-Turns at Signalized Intersections | Broadside Left-turn Collisions at Signalized Intersections | 30% | | |
| Pedestrian Crossing | Bike and Pedestrian Collisions at/Approaching Intersections (Especially at Night) | 25% | Resurfacing | |
| High Visibility Crosswalks with Advance Stop Bars | Pedestrian Collisions at Signalized Intersections | 15% | Resurfacing | |

*Note: the Estimated Benefit/Cost Ratio does not include long term considerations, such as widening sidewalks, adding bike lanes, and adding new pedestrian crossings.

## RECOMMENDED COUNTERMEASURES: SECONDARY

- ADA-Compliant Curb Ramps with Tactile Warning Devices for existing and new sidewalks
- Green Conflict Striping at Intersections with bike lanes

## RELATED CITY ACTIVITIES

- Wooley Road has existing Class II bike lanes from Harbor Boulevard to C Street. The City of Oxnard Bicycle and Pedestrian Facilities Master Plan includes recommendations to install Class II bike lanes on Wooley Road from C Street to Saviers Road, designate Class III bike routes from Saviers Road to Richmond Avenue, and Class II bike lanes from Richmond Avenue to Rice Avenue.

Retail

Railroad

*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

## Safety Recommendations for Hot Spot Corridor 3

# Wooley Road

*from Donlon Avenue to Pacific Avenue*

### RECOMMENDED COUNTERMEASURES

### LONG TERM CORRIDOR OPTIONS

AND

Fill **sidewalk gaps** and **widen sidewalks** in the long term. Additional right-of-way may be needed for implementation.

Consider **Bike lanes** in the long-term, with vertical separation of buffer where feasible. Additional right-of-way may be needed for implementation.

At each intersection, use **green paint** to denote conflict zones between bicyclists and turning vehicles.

### LOCATION-SPECIFIC

#### Between Donlon Ave and Factory Lane

**Raised median** from Donlon Avenue to approximately halfway towards Factory Lane to prevent drivers from using the two-way left turn lane as an extended left turn lane to Saviers Road/ Oxnard Boulevard. Median will have mountable curb to allow for truck turning movements.

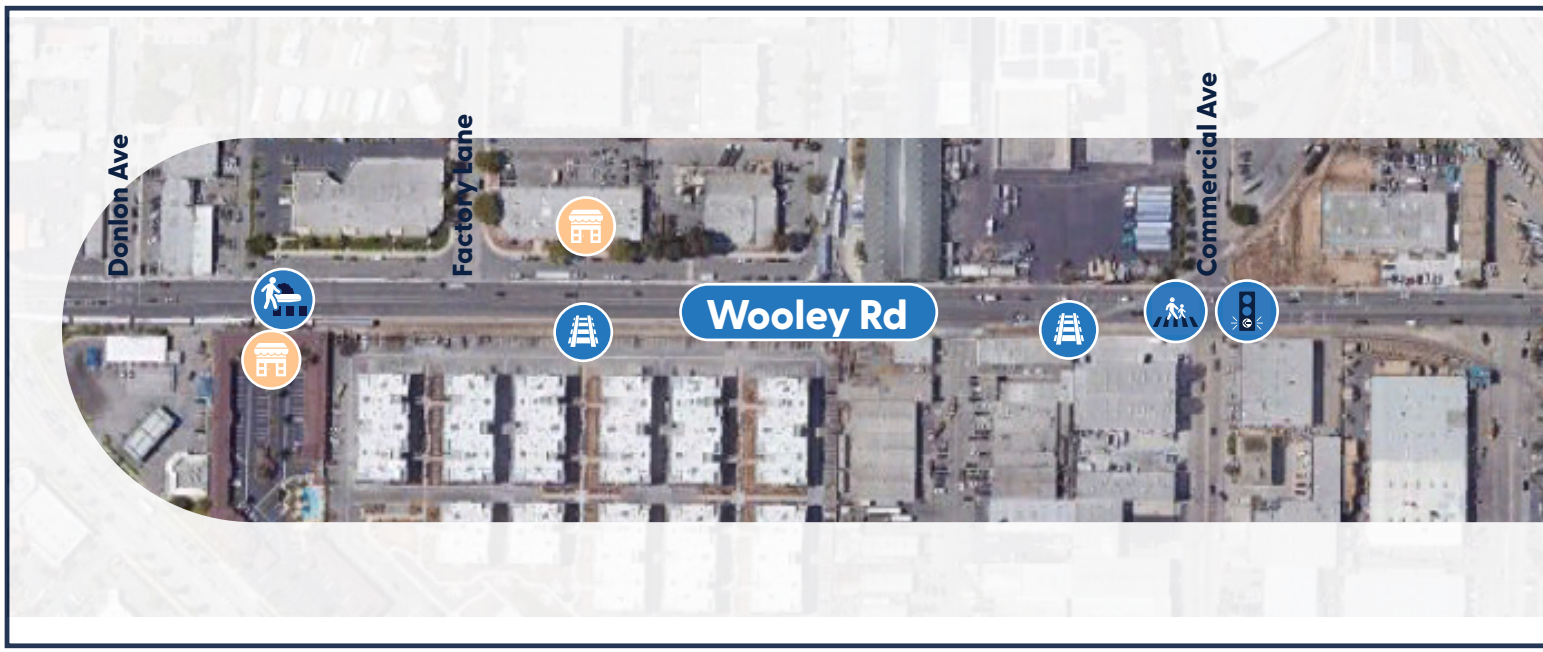
#### Commercial Ave

**New crosswalk(s), currently missing on all legs**

**Consider protect lefts (E/W).** This would require some trade-off in vehicle throughput, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

#### Richmond Ave

Add **intersection lighting** to NW corner for WB approach



## LOCATION-SPECIFIC

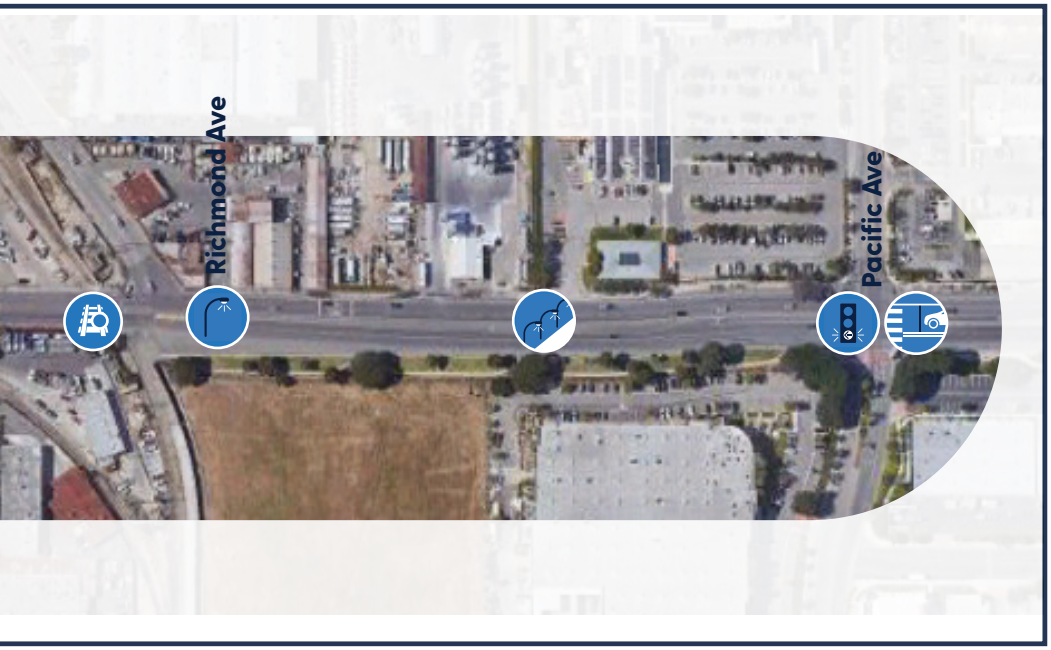
### Between Richmond Ave and Pacific Ave

Install new **segment lighting** on both sides of the street, where long distances are currently present between poles

### Pacific Ave

Consider **protected left turns** in all directions. This would require some trade-off in vehicle throughput, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

Upgrade all signals to **high visibility crosswalks** with **advance stop bars**. Current detection locations may need to be adjusted to accommodate stop bars, which may be an opportunity to upgrade to video detection.




Retail

Railroad

*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

## Safety Recommendations for Hot Spot Corridor 4

# Saviers Road

*From Laurel Street to Pleasant Valley Road*

### KEY STATISTICS

**257** TOTAL COLLISIONS

- **38** Pedestrian-Involved Collisions
- **25** Bicycle-Involved Collisions

**15** KSI COLLISIONS

- **6** Pedestrian-Involved KSI Collisions
- **1** Bicycle-Involved KSI Collisions

### KEY TRENDS

- High bike and pedestrian activity generated by schools, retail, and transit
- 83 percent of broadside collisions occurred at intersections without fully protected lefts (Laurel Street, Bryce Canyon Avenue, Yucca Street, and Bard Road)
- 87 percent of collisions occurred at an intersection and 66 percent of collisions occurred at a signalized intersection
- Broadside collisions for vehicles turning into/out of plaza driveways and limited pedestrian crossing opportunities between retail plazas

### CURRENT ROADWAY CHARACTERISTICS

| | |
|---|---|
| **General Plan Classification** | Primary |
| **Number of Lanes** | Laurel St to Dollie St: 5-6 lanes<br>Dollie St to Pleasant Valley Rd: 4 lanes |
| **Posted Speed** | 40 mph |
| **AADT** | Laurel St to Bard Rd: 20,000 – 25,000<br>Bard Rd to Pleasant Valley Rd: 10,000 – 14,000 |
| **Bike Facilities** | Southbound bike lane from Yucca St to Pleasant Valley Rd |
| **Railroad Crossing** | N/A |

### CURRENT LAND USE CHARACTERISTICS

| | |
|---|---|
| X | Schools |
| X | Transit |
| X | Disadvantaged Community |
| | SB 375 |
| X | AB 1550 |
| X | Justice40 |

### RECOMMENDED COUNTERMEASURES: PRIMARY

| COUNTERMEASURE | ISSUE AREA | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES | ESTIMATED CORRIDOR COST & BENEFIT* |
|---|---|---|---|---|
| Leading Pedestrian Interval | Pedestrian Collisions at Signalized Intersections | 60% | Signal Timing | |
| Pedestrian Signal (includes Pedestrian Hybrid Beacon (HAWK)) | Broadside Collisions at Unsignalized Intersections | 55% | | |
| Upgrade Pedestrian Crossing | Rear End Collisions at Existing Midblock Pedestrian Crossing | 35% | | |
| New Signals | Broadside Collisions at Unsignalized Intersections and Midblock | 30% | | BENEFIT: $112.7M |
| Repurpose roadway space (road diet) to have 2 travel lanes in each direction with Class IV Separated Bike Lane | High Speeds, Schools, Bike and Pedestrian Activity, and Bike Collisions | 30% | Resurfacing (bike lane) | COST: $6M |
| Flashing Beacon to Alert Drivers of Pedestrian Crossing | Rear End Collisions at Existing Midblock Pedestrian Crossing | 30% | | BENEFIT/COST RATIO: 19 |
| Fully Protected Left-Turns at Signalized Intersections | Broadside Collisions at Signalized Intersections (including Left Turns) | 30% | | |
| Restrict Left Turns with Raised Median | Broadside Collisions at Unsignalized Intersections and Midblock | 25% | | |
| High Visibility Crosswalks with Advance Stop Bars | Pedestrian Collisions at Signalized Intersections | 15% | Resurfacing | |
| Retroreflective Signal Backplates | Rear End and Broadside Collisions | 15% | | |

*Note: the Estimated Benefit/Cost Ratio assumes a Pedestrian Hybrid Beacon instead of a signal between Bryce Canyon Avenue and Yucca Street and does not include the signals between Laurel Street and Channel Islands Boulevard as these considerations would be longer term.

## RECOMMENDED COUNTERMEASURES: SECONDARY

- Additional Warning Signage to alert drivers of upcoming lanes merging.
- Green Conflict Striping at Intersections and Driveways
- Refresh Pavement Markings

## RELATED CITY ACTIVITIES

- The City of Oxnard Bicycle and Pedestrian Facilities Master Plan includes the following recommendations for Saviers Road & Yucca Street: additional marked crosswalk with Rectangular Rapid Flashing Beacon, enhanced pedestrian median refuge, and speed feedback signs.
- The City of Oxnard Sidewalk Survey includes the following recommendations for Saviers Road from Thomas Avenue to Yucca Street:
  - Upgrade bus stops to meet ADA compliance
  - Reconstruct curb ramps to meet ADA compliance
  - Upgrade pedestrian push buttons to meet ADA compliance
  - Install curb extensions
  - Install high-visibility crosswalks
  - Increase pedestrian crossing time
- The City of Oxnard Public Works Department will be constructing traffic signal improvements at Saviers Road & Laurel Street, Saviers Road & Bryce Canyon Avenue, Saviers Road & Bard Road, and Saviers Road & Pleasant Valley Road. The improvements include new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, and detection loops.
- The City of Oxnard Public Works Department is developing guidelines for implementation of Leading Pedestrian Intervals.
- The City of Oxnard Police Department installed traffic signal confirmation lights at the Saviers Road & Channel Islands Boulevard intersection.

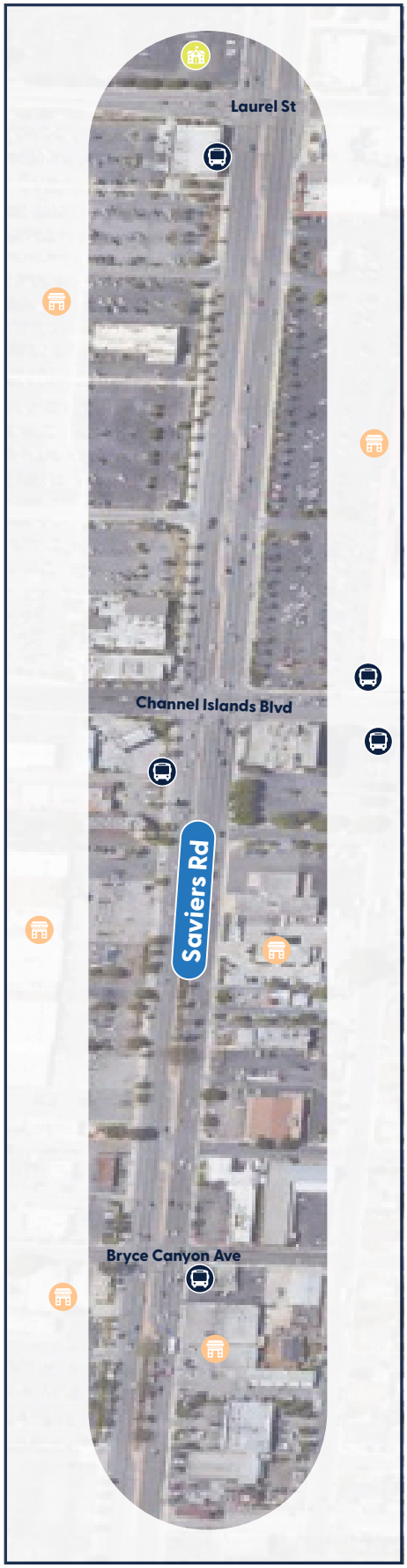
*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

Retail

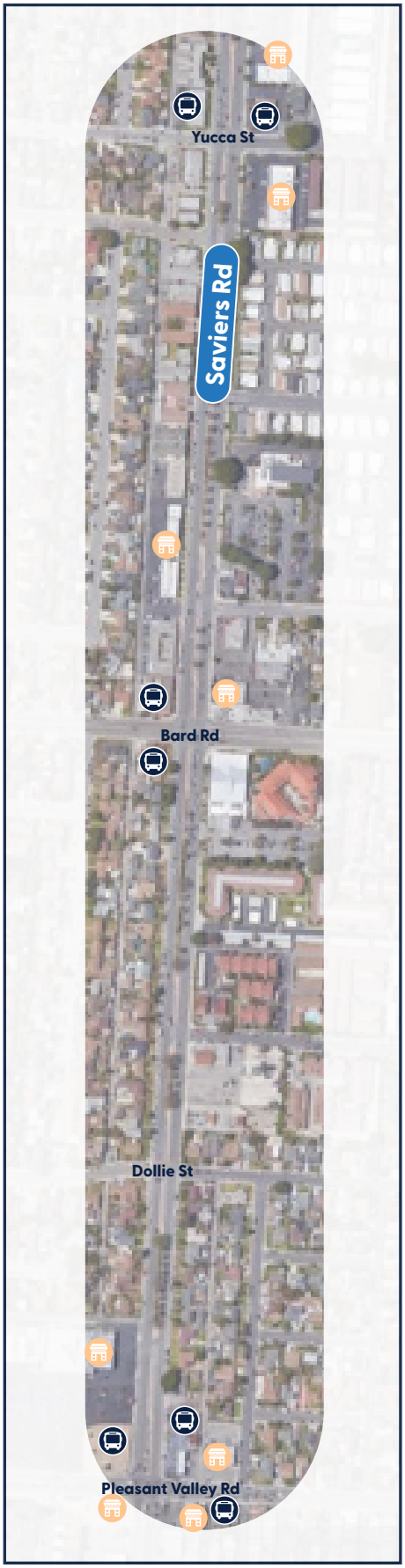
Transit Stops

Schools

### Saviers Road from Laurel Street to Yucca Street




### Saviers Road from Yucca Street to Pleasant Valley Road



## Safety Recommendations for Hot Spot Corridor 4

# Saviers Road

*from Laurel Street to Yucca Street*

## RECOMMENDED COUNTERMEASURES

### FULL-CORRIDOR

AND

Consider repurposing roadway space, which would reduce travel lanes to 2 lanes in each direction and add Class IV separated bike lanes. Any lane reduction considerations will include public participation and leadership support before proceeding.

At each intersection, use **green paint** to denote conflict zones between bicyclists and turning vehicles.

### ALL-SIGNALS

Upgrade all signals to **high visibility crosswalks** with **advance stop bars**. Current detection locations may need to be adjusted to accommodate stop bars, which may be an opportunity to upgrade to video detection.

**Leading Pedestrian Intervals** (pending City's implementation guidelines)

### LOCATION-SPECIFIC

#### Laurel St

**Protected left turns in SB and EB/WB directions.** This would require some trade-off in vehicle throughout, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

**Refresh pavement markings.** Existing markings are particularly faded at this intersection.

#### Between Laurel and Channel Islands

Consider installing one or two new **partial signals** (at the midblock turning locations). These signals could also provided a pedestrian crossing opportunity. New signals provide the opportunity to separate conflicting vehicle movements, but come with trade-off considerations regarding vehicle throughput and travel times. The City may also consider access management to restrict turns at this location.

#### Channel Islands Blvd

**Retroreflective backplates**

**Refresh pavement markings.** Existing markings are particularly faded at this intersection.

**Intersection lighting**

**Increase red/yellow clearance time,** which can be made in conjunction with other timing improvements, such as pedestrian walk time

#### Hughes Dr

**Extend median to restrict access to right in/ right out.** The dense street grid in this area allows for nearby access point options.

#### Bryce Canyon Ave

**Retroreflective backplates**

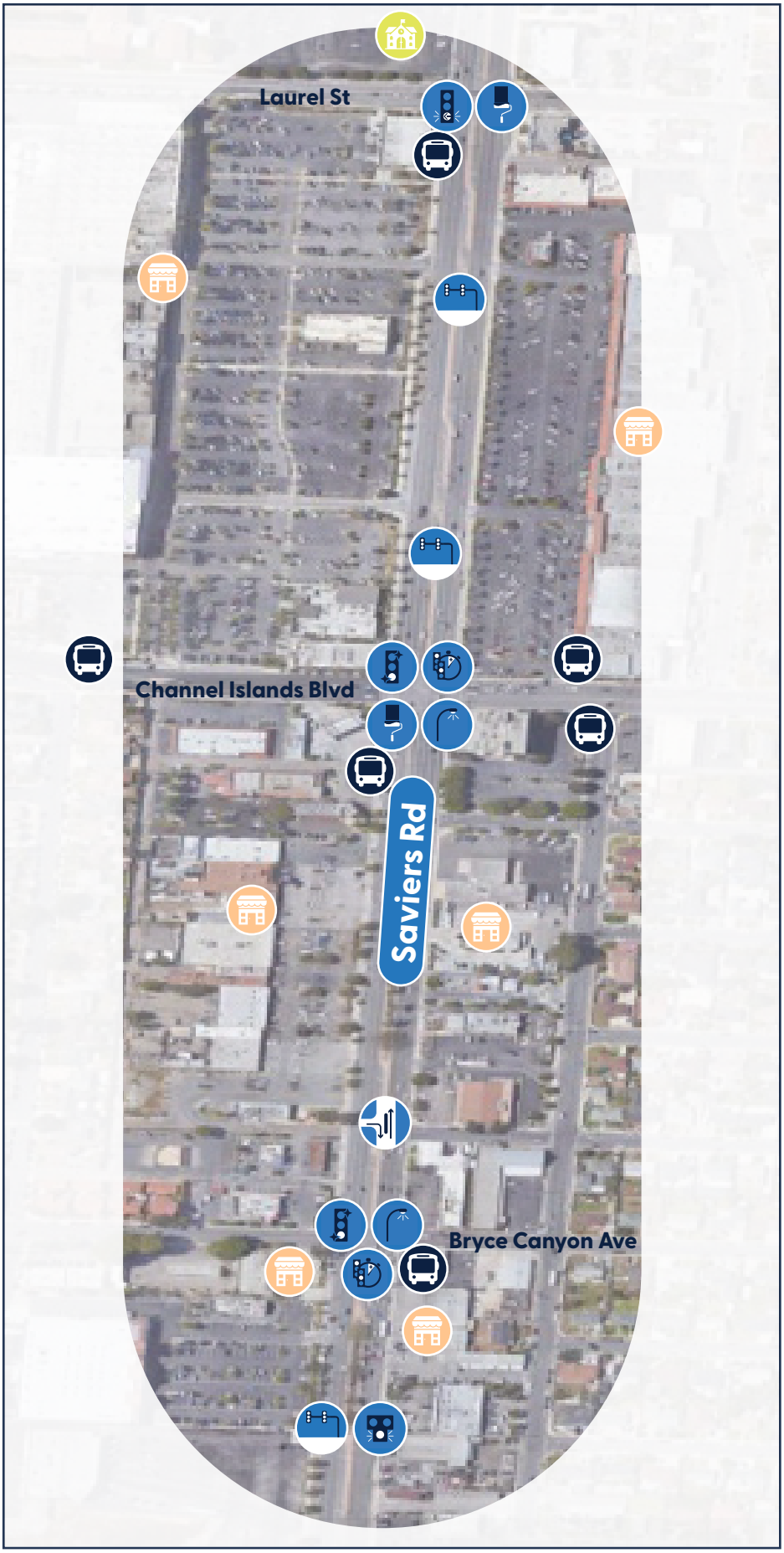
**Install intersection Lighting o**n Bryce Canyon Ave and Saviers Ave.

**Increase red/yellow clearance time,** which can be made in conjunction with other timing improvements, such as pedestrian walk time

#### Between Bryce Canyon and Yucca

OR

**Signal** (would require driveway modification) OR **Pedestrian Hybrid Beacon** (would require restricting left turns out of driveway) at plaza driveway. New signals provide the opportunity to separate conflicting vehicle and pedestrian movements, but come with trade-off considerations regarding vehicle throughput and travel times. The City may also consider access management to restrict turns at this location.




Retail

Transit Stops

Schools

## Safety Recommendations for Hot Spot Corridor 4

# Saviers Road

*from Yucca Street to Pleasant Valley Road*

### LOCATION-SPECIFIC

#### Yucca St

**Retroreflective backplates**

**Increase red/yellow clearance time,** which can be made in conjunction with other timing improvements, such as pedestrian walk time

#### Johnson Road

**Extend median to restrict access to right in/right out.** The dense street grid in this area allows for nearby access point options.

#### Bard Road

Consider **protected left turns** for E/W, supplementing City's left-turn protection project for N/S approaches. This would require some trade-off in vehicle throughput, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

**Install intersection lighting on the approaches to illuminate the crosswalks**

**Increase red/yellow clearance time,** which can be made in conjunction with other timing improvements, such as pedestrian walk time

**Retroreflective backplates**

#### Dollie St

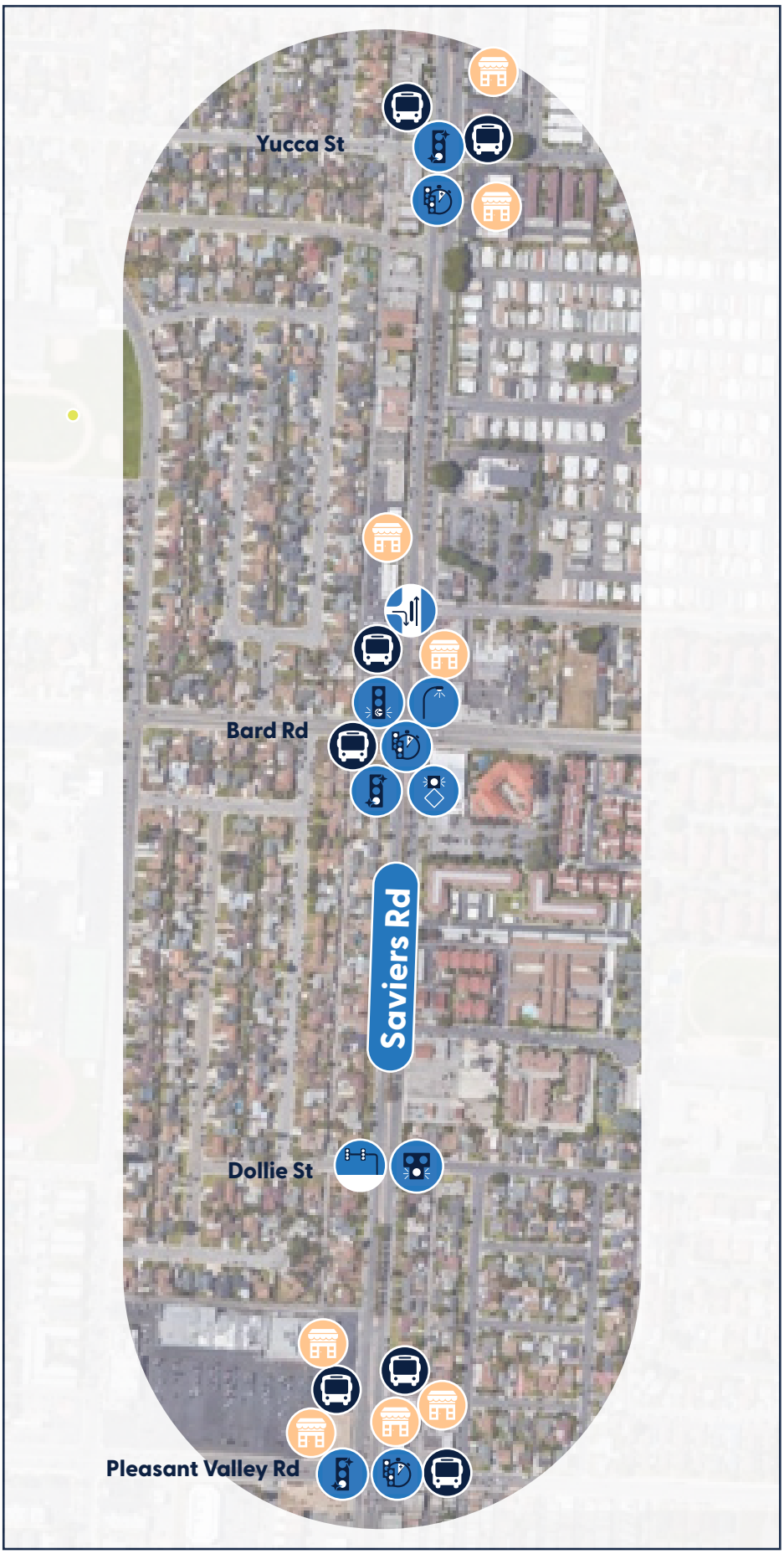
OR

**Signal** OR **Pedestrian Hybrid Beacon** to upgrade pedestrian crossing

#### Pleasant Valley Rd

**Retroreflective backplates**

**Increase red/yellow clearance time,** which can be made in conjunction with other timing improvements, such as pedestrian walk time




Retail

Transit Stops

*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

## Safety Recommendations for Hot Spot Corridor 5

# Bard Road

*from Saviers Road to Pleasant Valley Road*

### KEY STATISTICS

**130**
**TOTAL COLLISIONS**

- **11** Pedestrian-Involved Collisions
- **8** Bicycle-Involved Collisions

**11**
**KSI COLLISIONS**

- **1** Pedestrian-Involved KSI Collisions
- **2** Bicycle-Involved KSI Collisions

### CURRENT ROADWAY CHARACTERISTICS

| | |
|---|---|
| **General Plan Classification** | Secondary |
| **Number of Lanes** | 4 |
| **Posted Speed** | 35 mph |
| **AADT** | 8,000-12,000 |
| **Bike Facilities** | Bike Lane |
| **Railroad Crossing** | Between San Simeon Ave and Terrace Ave |

### CURRENT LAND USE CHARACTERISTICS

| | |
|---|---|
| X | Schools |
| X | Transit |
| X | Disadvantaged Community |
| X | SB 375 |
| X | AB 1550 |
| X | Justice40 |

### KEY TRENDS

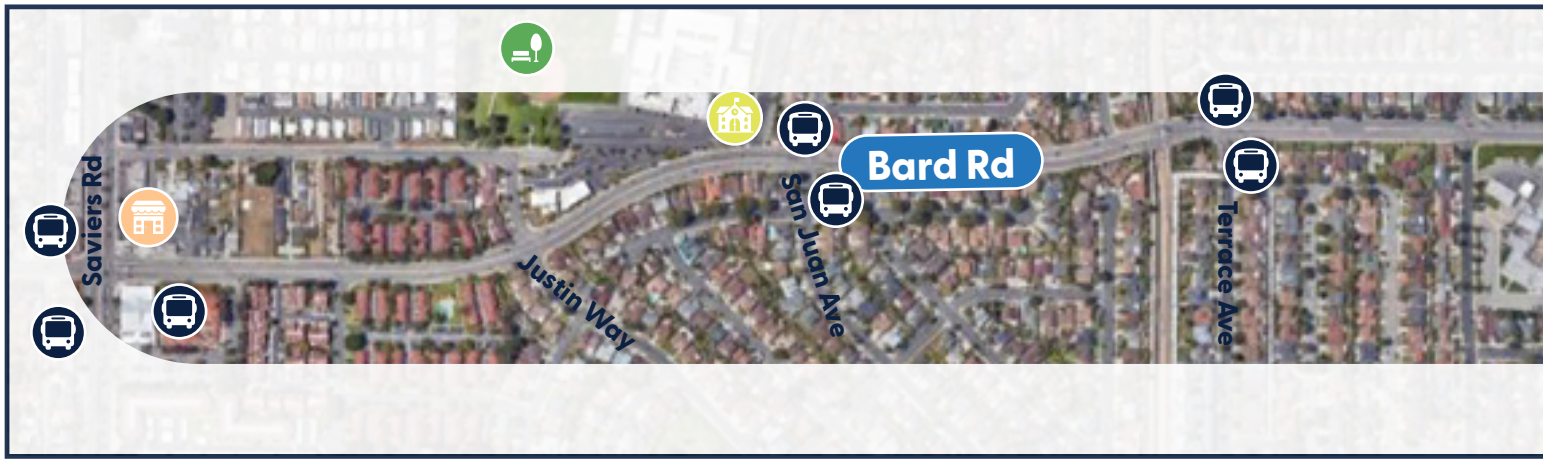
- Inconsistent intersection control along corridor (e.g. All-Way Stop-Controlled and Minor Street Stop-Controlled)
- Nearly all (99%) of collisions occurred at an intersection
- 55 percent of collisions were broadside collisions and primarily occurred at signals without protected left-turn and at multi-lane stop-controlled intersections
- 42 percent of collisions were due to a Vehicle Right of Way violation
- Bike and pedestrian right-of-way violations and nighttime collisions

Retail

Transit Stops

Schools

Parks



## RECOMMENDED COUNTERMEASURES: PRIMARY

| COUNTERMEASURE | ISSUE AREA | CRASH REDUCTION FACTOR | APPLICABILITY FOR REGULAR MAINTENANCE CYCLES | ESTIMATED CORRIDOR COST & BENEFIT* |
|---|---|---|---|---|
| Leading Pedestrian Interval | Pedestrian Right of Way Violations at Signalized Intersections (Including with Turning Vehicles) | 60% | | WITH ROAD DIET BENEFIT: $16.7M<br>COST: $840K<br>BENEFIT/ COST RATIO: 20<br>NO ROAD DIET BENEFIT: $28.8M<br>COST: $2.8M<br>BENEFIT/ COST RATIO: 10 |
| Pedestrian Hybrid Beacon | Pedestrian Access | 55% | | |
| Convert to All-Way Stop-Controlled Intersection | Inconsistent Intersection Control | 50% | Signal Timing | |
| Intersection Lighting | Bicycle and Pedestrian Collisions at Night at Signalized and Unsignalized Intersections | 40% | Signal Timing | |
| Fully Protected Left-Turns at Signalized Intersections | Broadside Collisions at Signalized Intersections (including Left Turns) | 30% | Resurfacing | |
| Repurpose roadway space (road diet) with Mini-Roundabouts and Enhanced Bike Lane | Inconsistent Intersection Control, Broadside Collisions at Stop-Controlled Intersections, and Bike and Pedestrian Collisions | 30% | | |
| Narrow Raised Median for Median Stop Sign | Multi-Lane Stop-Controlled Intersection | 25% | | |
| Pedestrian Crossing | Pedestrian Access | 25% | | |
| Raised Median as Pedestrian Refuge | Pedestrian Access | 25% | | |
| Extend Yellow and All Red Clearance Time | Broadside Collisions at Signalized Intersections (including Left Turns) | 15% | | |
| Flashing Beacon to Reinforce Driver Awareness of Stop Signs | Inconsistent Intersection Control, Broadside Collisions at Stop-Controlled Intersections, and Bike and Pedestrian Collisions | 15% | | |
| High Visibility Crosswalks with Advance Stop Bars | Pedestrian Right of Way Violations at Signalized Intersections (Including with Turning Vehicles) | 15% | | |
| Retroreflective Signal Backplates | Rear End Collisions | 15% | Resurfacing (bike lane) | |
| Upgrade to Larger Stop Signs | Multi-Lane Stop-Controlled Intersection | 15% | | |

*Note: the Estimated Benefit/Cost Ratio does not include longer term considerations, such as the pedestrian improvements near the Child Development Center Driveway, and the recommendations at Saviers Road & Bard Road as they are included in the Saviers Road corridor estimates.

## RECOMMENDED COUNTERMEASURES: SECONDARY

- Additional Warning Signage to alert drivers of upcoming lanes merging
- Flashing LED Stop Sign
- Green Conflict Striping at Intersections
- Refresh Pavement Markings
- Restrict Left-Turns with porkchop island
- Pair installation of mini-roundabouts with public education campaign

## RELATED CITY ACTIVITIES

- The City of Oxnard Public Works Department will install a Rectangular Rapid Flashing Beacon at Bard Road & Justin Way.
- The City of Oxnard Public Works Department will install protected left-turns for all approaches, new signal poles, LED lighting, and detection loops at Bard Road & Rose Avenue.
- The City of Oxnard Public Works Department will be constructing traffic signal improvements at Saviers Road & Bard Road. The improvements include new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, and detection loops.
- The City of Oxnard Public Works Department is developing guidelines for implementation of Leading Pedestrian Intervals.
- The City of Oxnard Public Works Department applied for HSIP Cycle 11 funding for the Bard Road corridor from Saviers Road to Pleasant Valley Road.

*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

## Safety Recommendations for Hot Spot Corridor 5

# Bard Road

*from Saviers Road to Pleasant Valley Road*

### RECOMMENDED COUNTERMEASURES

### FULL-CORRIDOR

AND

Consider **repurposing roadway space (road diet)**, which would reduce travel lanes to one lane in each direction. Repurposing roadway space would enable enhancements, such as a buffer, to the existing bike lanes and present an opportunity to install **mini-roundabouts** at unsignalized intersections. Repurposing roadway space would also bring consistency along Bard Road since Bard Road is already one lane in each direction west of Saviers Road. Any lane reduction considerations will include public participation and leadership support before proceeding. An alternative to repurposing roadway space is to **install larger LED Stop** signs (36' x 36') to conform to MUTCD standards at unsignalized intersections, paired with travel lane narrowing.

**Refresh pavement markings**

**Speed pavement legends**

### ALL EACH INTERSECTION

**Intersection lighting**

**Bring bike lane to the intersection** (currently drops off 200' before the intersection)

**Green paint** to denote conflict zones between bicyclists and turning vehicles.

### LOCATION-SPECIFIC

#### Saviers Rd

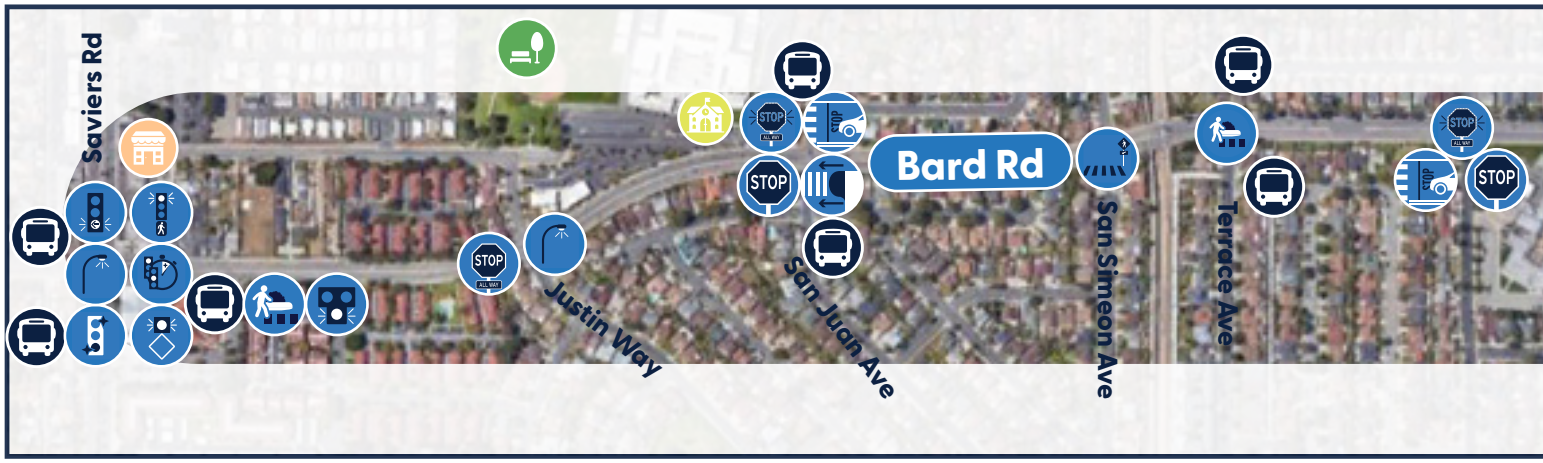
Consider **protected left turns** for E/W, supplementing City's left-turn protection project for N/S approaches. This would require some trade-off in vehicle throughput, which should be further analyzed by the City and tested for CAMUTCD warrant before final determination.

**Install intersection lighting to illuminate the crosswalks at the approaches**

**Increase red/yellow clearance time**

**Leading pedestrian interval** (pending City's implementation guidelines)

**Retroreflective backplates**



### Child Development Center Driveway

AND/OR

**Raised median** and/or **Pedestrian Hybrid Beacon.** The City may also consider using a raised median to restrict access at this driveway to right-in/right-**out only.**

### Justin Way

Convert to **All-Way Stop** (if no road diet), to provide for more uniform intersection control along the corridor. Consistent intersection control can help drivers know what interactions to expect while traveling down a corridor; may be applicable for other locations, such as C Street north of 2nd Street.The City may also choose to continue with installing an RRFB, as planned, and consider stop control in the future.

Install **intersection lighting** on both sides of crosswalk

### San Juan Ave

*Options if no road diet:*

**LED stop signs**

Upgrade to **high visibility crosswalks** with staggered stop bars

Upgrade to **larger stop signs**

**Curb extension** for the southwest corner to relocate stop sign for better visibility

### San Simeon Ave

Install E/W **crosswalk** along Bard

### Terrace Ave

Porkchop island to **prohibit lefts out**

### Anchorage St

*Options if no road diet:*

**LED stop signs**

Upgrade to **high visibility crosswalks** with staggered stop bars

Upgrade to **larger stop signs**

### Rose Ave

**Leading pedestrian interval** (pending City's implementation guidelines)

Upgrade to **high visibility crosswalks** with advanced stop bars

Retail

Transit Stops

Schools

Parks

*These conceptual recommendations require further feasibility assessments, detailed analysis, and community outreach prior to final design and implementation.*

Safety Recommendations for Collision Profile 1

# Unsafe Speed Collisions Along Roadways with 4 – 5 Lanes

## KEY TRENDS

- **Top Crash Type:** Rear End (80% of total collisions and 41% of KSI collisions)
- **Actions During Collisions**: 52% of drivers involved were proceeding straight, and 34% of drivers involved were stopped
- **Location:**
  - The majority of collisions occurred at a major signalized intersection (65%)
  - Nearly a quarter of collisions occurred at the intersection of a major street and a minor stop-controlled street (23%)

## KEY STATISTICS

**587**

TOTAL COLLISIONS

**12% of all collisions**

**22**

KSI COLLISIONS

**8% of all KSI collisions**

## KEY LOCATIONS

- Channel Islands Boulevard, from Ventura Road to Pleasant Valley Road
- Gonzales Road, from Victoria Avenue to Oxnard Boulevard
- Oxnard Boulevard/Saviers Road, from Roderick Avenue to Laurel Street
- Pleasant Valley Road, from J Street to Oxnard Boulevard
- Victoria Avenue, north of Gonzales Road
- Ventura Road, north of Gonzales Road

## RECOMMENDED COUNTERMEASURES: PRIMARY

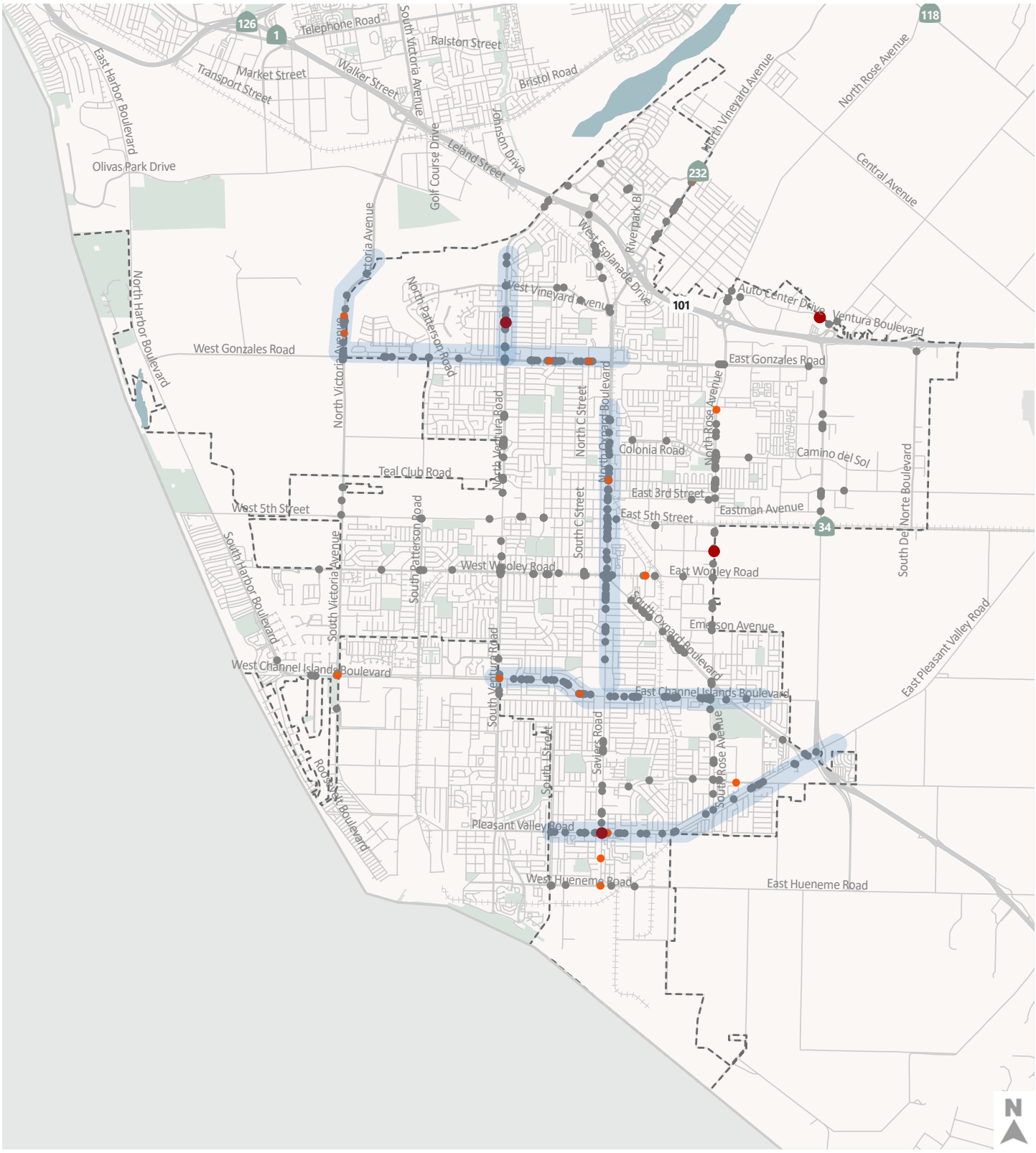
| COUNTERMEASURE | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES |
|---|---|---|
| **At Signalized Intersections** | | |
| Extend Yellow and All Red Time* | 15% | Signal Timing |
| Retroreflective Borders on Signals* | 15% | |
| Signal Timing for Speed Management* | 15% | Signal Timing |
| **Along Roadway Segments** | | |
| Repurpose Roadway Space | 30% | |
| Raised Median (at locations without existing raised median) | 25% | |

*Well-suited for systemic application and HSIP grant package

## ENGINEERING COUNTERMEASURES: SECONDARY

- Dynamic Speed Management
- Education & Public Awareness Campaigns Targeted at Speeding
- Signal Adaptive Speed Response
- Signal Rest in Red
- Traffic Signal Confirmation Light

## Collision Profile 1 Map: Unsafe Speed Collisions Along Roadways with 4 – 5 Lanes




Crash Severity

- Fatal
- Injury (Severe)
- Other Injury

Key Locations

Safety Recommendations for Collision Profile 2

# Broadside Collisions at Signals without Fully Protected Left Turns

## KEY TRENDS

- **Top Violations:** Vehicle Right of Way (43%) and Traffic Signal and Signs (36%)
  - Majority of these collisions involved left turn yielding violations or running a red light
- 40% of drivers at fault were turning left
- Approximately a quarter of collisions occurred at night

## KEY STATISTICS

**684**

TOTAL COLLISIONS

**14% of all collisions**

**34**

KSI COLLISIONS

**13% of all KSI collisions**

## KEY LOCATIONS

- Channel Islands Boulevard, from M Street to Statham Boulevard
- Downtown Oxnard, at and around 5th Street & Oxnard Boulevard
- Oxnard Boulevard, from Glenwood Drive to 5th Street
- Rose Avenue, from Emerson Avenue to Bard Road
- Saviers Road, from Hill Street to Bard Road

## RECOMMENDED COUNTERMEASURES: PRIMARY

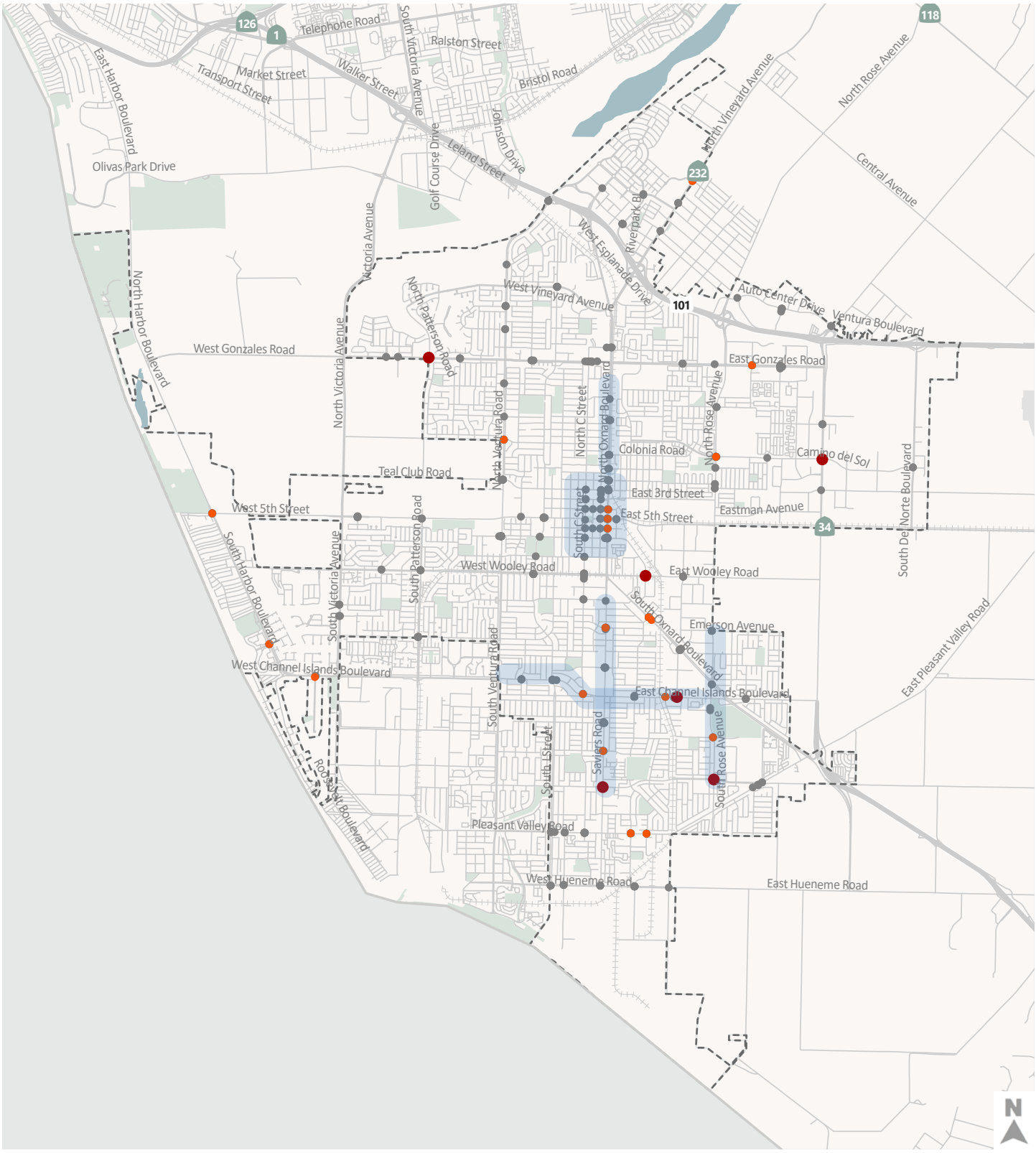
| COUNTERMEASURE | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES |
|---|---|---|
| Protected Left Turn Phase* | 30% | |
| Extend Yellow and All Red Time* | 15% | Signal Timing |
| Retroreflective Borders on Signals* | 15% | |

*Well-suited for systemic application and HSIP grant package

## ENGINEERING COUNTERMEASURES: SECONDARY

- Traffic Signal Confirmation Light

## Collision Profile 2 Map: Broadside Collisions at Signals without Fully Protected Left Turns




Crash Severity

- Fatal
- Injury (Severe)
- Other Injury

Key Locations

Safety Recommendations for Collision Profile 3

# Driving Under the Influence of Drugs or Alcohol at Primary Roadway Intersections

## KEY STATISTICS

**206**

TOTAL COLLISIONS

**4% of all collisions**

**24**

KSI COLLISIONS

**9% of all KSI collisions**

## KEY TRENDS

- **Top Crash Type:**
  - Rear End (36%)
  - Broadside (25%)
- **Top Crash Types for KSI CollisionsRear End (36%):**
  - Broadside (26%)
  - Hit Object (22%)
  - Vehicle/Pedestrian (22%)
- **Location**
  - Split fairly evenly between signalized and non-signalized intersections

## RECOMMENDED COUNTERMEASURES: PRIMARY

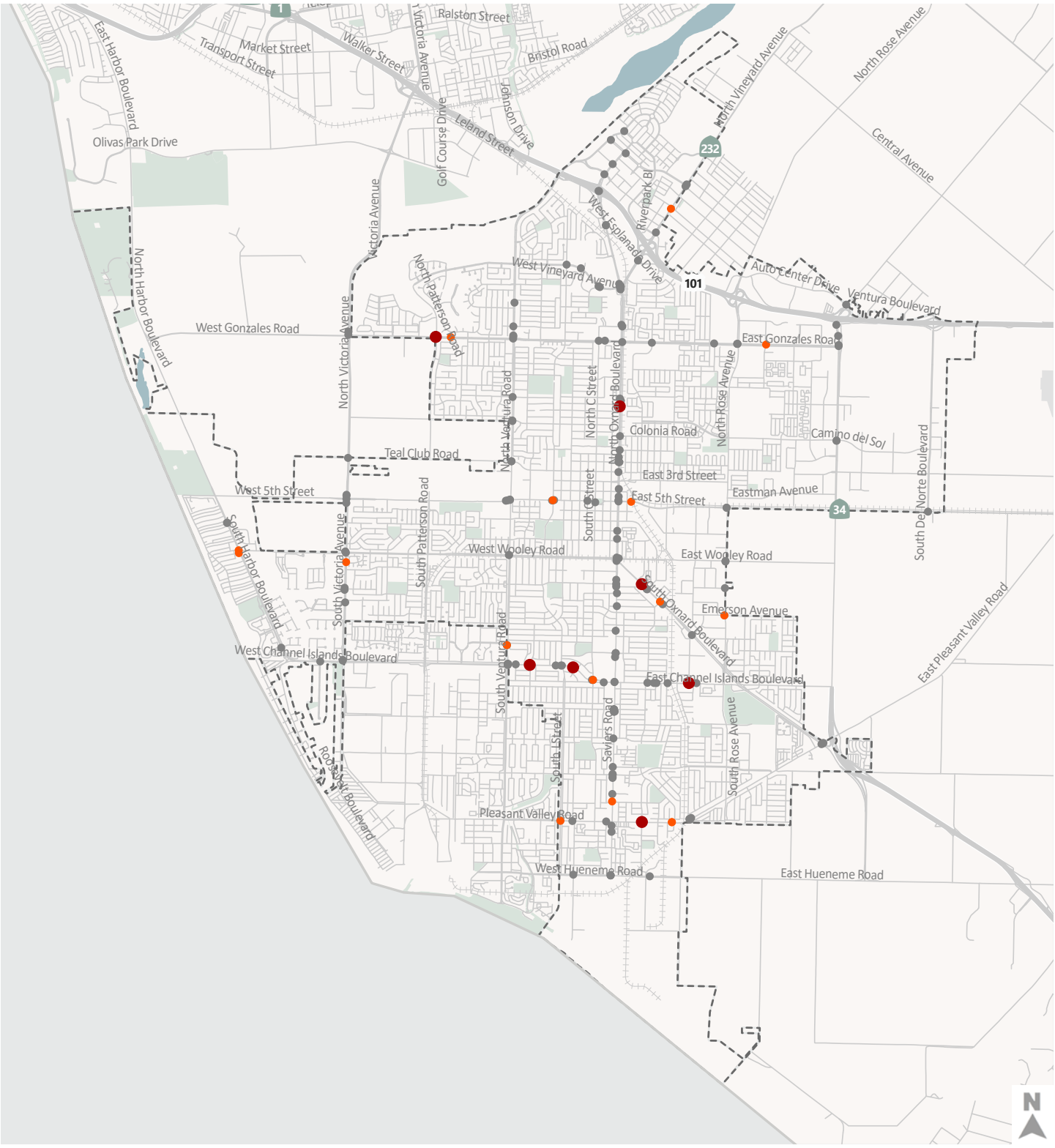
| COUNTERMEASURE | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES |
|---|---|---|
| **At Signalized Intersections** | | |
| Raised Median/Access Control and Turn Restrictions | 50% | |
| Extend Yellow and All Red* | 15% | Signal Timing |
| Retroreflective Borders* | 15% | |
| **Along Roadway Segments** | | |
| Remove or Relocate Fixed Objects | 35% | |
| Raised Median (at locations without existing raised median) | 25% | |

*Well-suited for systemic application and HSIP grant package

## ENGINEERING COUNTERMEASURES: SECONDARY

- Education and Public Awareness Campaign Targeted at DUI
- High-Visibility Enforcement for DUI
- Public Health Partnership on DUI Prevention
- Safe Ride Home
- Traffic Signal Confirmation Light

## Collision Profile 3 Map: Driving Under the Influence of Drugs or Alcohol at Primary Roadway Intersections




Crash Severity

- Fatal
- Injury (Severe)
- Other Injury

Key Locations

Safety Recommendations for Collision Profile 4

# Nighttime Collisions on 4 - 5 Lane Roadways

## KEY TRENDS

- **All Collisions:**
  - Top Crash Types: Broadside (34%) and Rear End (25%)
  - Top Violations: Vehicle Right of Way (21%), Unsafe Speed (20%), and DUI (17%)
- **KSI Collisions**
  - Top Crash Types: Vehicle/Pedestrian (28%) and Broadside (24%)
  - Top Violations: Pedestrian Violation (23%) and DUI (20%)
- **Location**
  - This profile accounts for 33 percent of pedestrian KSI collisions and 25 percent of bike KSI collisions

## KEY STATISTICS

**751**

TOTAL COLLISIONS

**16% of all collisions**

**79**

KSI COLLISIONS

**31% of all KSI collisions**

## KEY LOCATIONS

- 5th Street, from Ventura Road to H Street/Hobson Way
- Channel Islands Boulevard, from Ventura Road to Rose Avenue
- Gonzales Road, from Victoria Avenue to C Street
- Oxnard Boulevard, from Roderick Avenue to Wooley Road
- Oxnard Boulevard, from Ash Street to Date Street
- Pleasant Valley Road, from J Street to Oxnard Boulevard
- Rose Avenue, from Cesar Chavez Drive to Camino Del Sol
- Ventura Road, from Juniper Street to Channel Islands Boulevard
- Vineyard Avenue, from Thames River Drive to Olive Street
- Wooley Road, from Ventura Road to Rose Avenue

## RECOMMENDED COUNTERMEASURES: PRIMARY

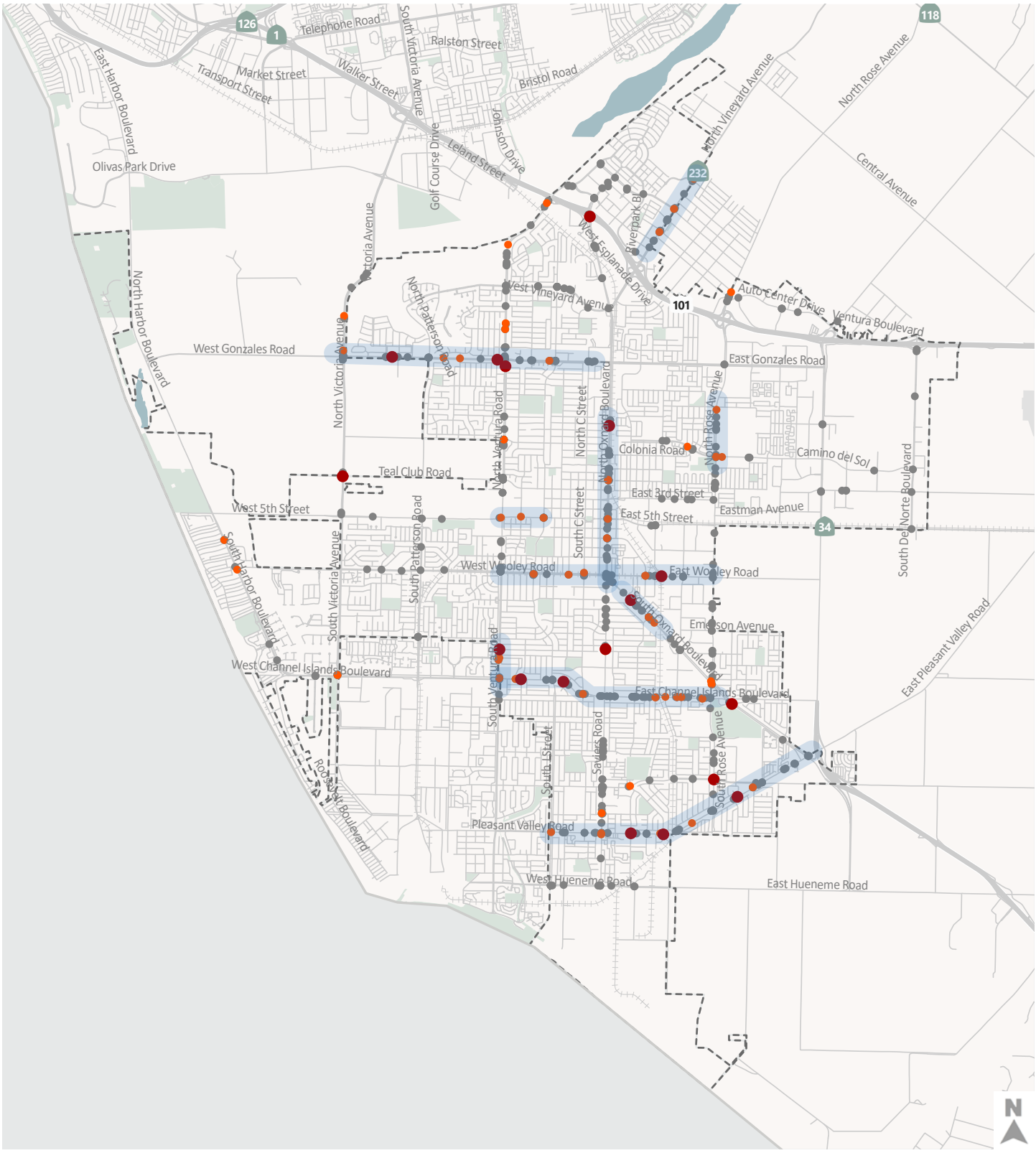
| COUNTERMEASURE | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES |
|---|---|---|
| **At Signalized Intersections** | | |
| Raised Median/Access Control and Turn Restrictions | 50% | |
| Intersection Lighting | 40% | |
| Protected Left Turn Phase* | 30% | |
| Retroreflective Borders on Signals* | 15% | |
| **At Non-Signalized Intersections** | | |
| Pedestrian Signal (includes Pedestrian Hybrid Beacon (HAWK))* | 55% | |
| Intersection Lighting | 40% | |
| Enhanced safety features for pedestrian crossing at uncontrolled location (e.g. flashing beacons, curb extensions, advanced "stop" or yield markings)* | 35% | |
| **Along Roadway Segments** | | |
| Remove or Relocate Fixed Objects | 35% | |
| Roadway Segment Lighting | 35% | |
| Raised Median | 25% | |
| Object Markers* | 15% | |
| Signs with New Fluorescent Sheeting* | 15% | |

*Well-suited for systemic application and HSIP grant package

## RECOMMENDED COUNTERMEASURES: SECONDARY

- Green Conflict Striping at Intersections
- Refresh Pavement Markings
- Upgrade to High Visibility Crosswalks
- Education and Public Awareness Campaign Targeted at DUI
- High-Visibility Enforcement for DUI
- Public Health Partnership on DUI Prevention
- Safe Ride Home

## Collision Profile 4 Map: Nighttime Collisions on 4 - 5 Lane Roadways




Crash Severity

- Fatal
- Injury (Severe)
- Other Injury

Key Locations

Safety Recommendations for Collision Profile 5

# Hit Object Collisions at Major Intersections

## KEY TRENDS

- **Actions During Collisions**
  - Top Violations: Improper Turning (31%), Unsafe Speed (27%), and Driving Under the Influence (22%)
  - The majority of drivers at fault were proceeding straight prior to the collision (57%)
- **Location**
  - Collisions were split fairly evenly between signalized (52%) and non-signalized (48%) intersections
- **Time of Day**
  - Over half (56%) of collisions occurred at night

## KEY STATISTICS

**143**

TOTAL COLLISIONS

**4% of all vehicle collisions**

**20**

KSI COLLISIONS

**13% of all vehicle KSI collisions**

## KEY LOCATIONS

- Channel Islands Boulevard from C Street to Saviers Road
- Gonzales Road, from Merion Way to Rose Avenue
- Pleasant Valley Road & Longfellow Way
- Rose Avenue, from Socorro Way to Camino del Sol
- Rose Avenue, from 3rd Street to 5th Street
- Wooley Road, from Novato Drive to Escalon Drive

## RECOMMENDED COUNTERMEASURES: PRIMARY

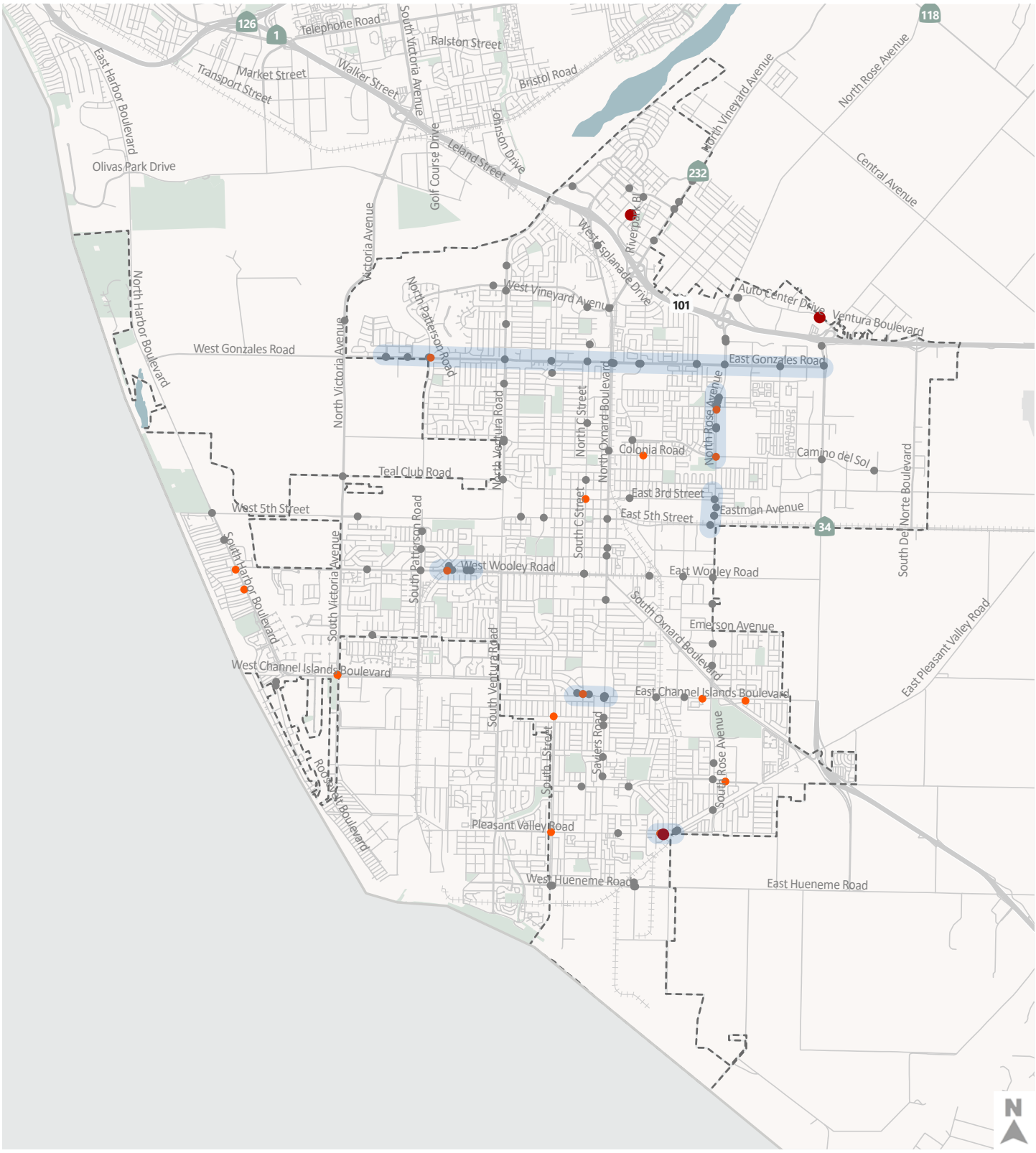
| COUNTERMEASURE | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES |
|---|---|---|
| **At Signalized Intersections** | | |
| Raised Median/Access Control and Turn Restrictions | 50% | |
| Intersection Lighting | 40% | |
| **At Non-Signalized Intersections** | | |
| Intersection Lighting | 40% | |
| **Along Roadway Segments** | | |
| Remove or Relocate Fixed Objects | 35% | |
| Roadway Segment Lighting | 35% | |
| Object Markers* | 15% | |

*Well-suited for systemic application and HSIP grant package

## RECOMMENDED COUNTERMEASURES: SECONDARY

- Education and Public Awareness Campaign Targeted at DUI
- High-Visibility Enforcement for DUI
- Public Health Partnership on DUI Prevention
- Safe Ride Home

## Collision Profile 5 Map: Hit Object Collisions at Major Intersections




Crash Severity

- Fatal
- Injury (Severe)
- Other Injury

Key Locations

Safety Recommendations for Collision Profile 6

# Pedestrian or Bicycle-Involved Collisions on Roadways with 2 - 3 Lanes and ≤ 25 mph Posted Speed Limit

## KEY STATISTICS

**232**

TOTAL COLLISIONS

**29% of all bike/ped collisions**

**25**

KSI COLLISIONS

**25% of all bike/ped KSI collisions**

## KEY TRENDS

» **Actions During Collisions**
- In collisions involving a pedestrian, most pedestrians were crossing outside of a marked crosswalk (31%), crossing in a crosswalk at an intersection (18%), or in the road (12%)
- Top Violations: Pedestrian Violation (20%) and Pedestrian Right of Way Violation

» **Age**
- Approximately half of the people involved in collisions were vulnerable populations, either under 19 years old (36%) or over 60 years old (13%)

» **Location**
- Nearly 75 percent of collisions occurred at an intersection
- The majority of collisions occurred at either minor unsignalized intersections (50%) or midblock (27%)

» **Time of Day**
- Approximately 30 percent of collisions occurred at night, and of those nighttime collisions, 80 percent occurred at an intersection

## KEY LOCATIONS

» 7th Street, from M Street to Meta Street

» A Street, from Robert Avenue to 6th Street

» C Street, Redwood Street to Glacier Avenue

» Cooper Road, from Hayes Avenue to Juanita Avenue

## RECOMMENDED COUNTERMEASURES: PRIMARY

| COUNTERMEASURE | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES |
|---|---|---|
| **At Non-Signalized Intersections** | | |
| Intersection Lighting | 40% | |
| Enhanced safety features for pedestrian crossing at uncontrolled location (e.g. flashing beacons, curb extensions, advanced "stop" or yield markings)* | 35% | Resurfacing |
| New Pedestrian Crossing | 25% | Resurfacing |
| Improve Sight Distance with Red Curb/Daylighting | 20% | |
| **Along Roadway Segments** | | |
| Bike Lanes* | 35% | Resurfacing |
| Raised Crosswalk | 35% | Resurfacing |
| Rectangular Rapid Flashing Beacon* | 35% | |

*Well-suited for systemic application and HSIP grant package

## RECOMMENDED COUNTERMEASURES: SECONDARY

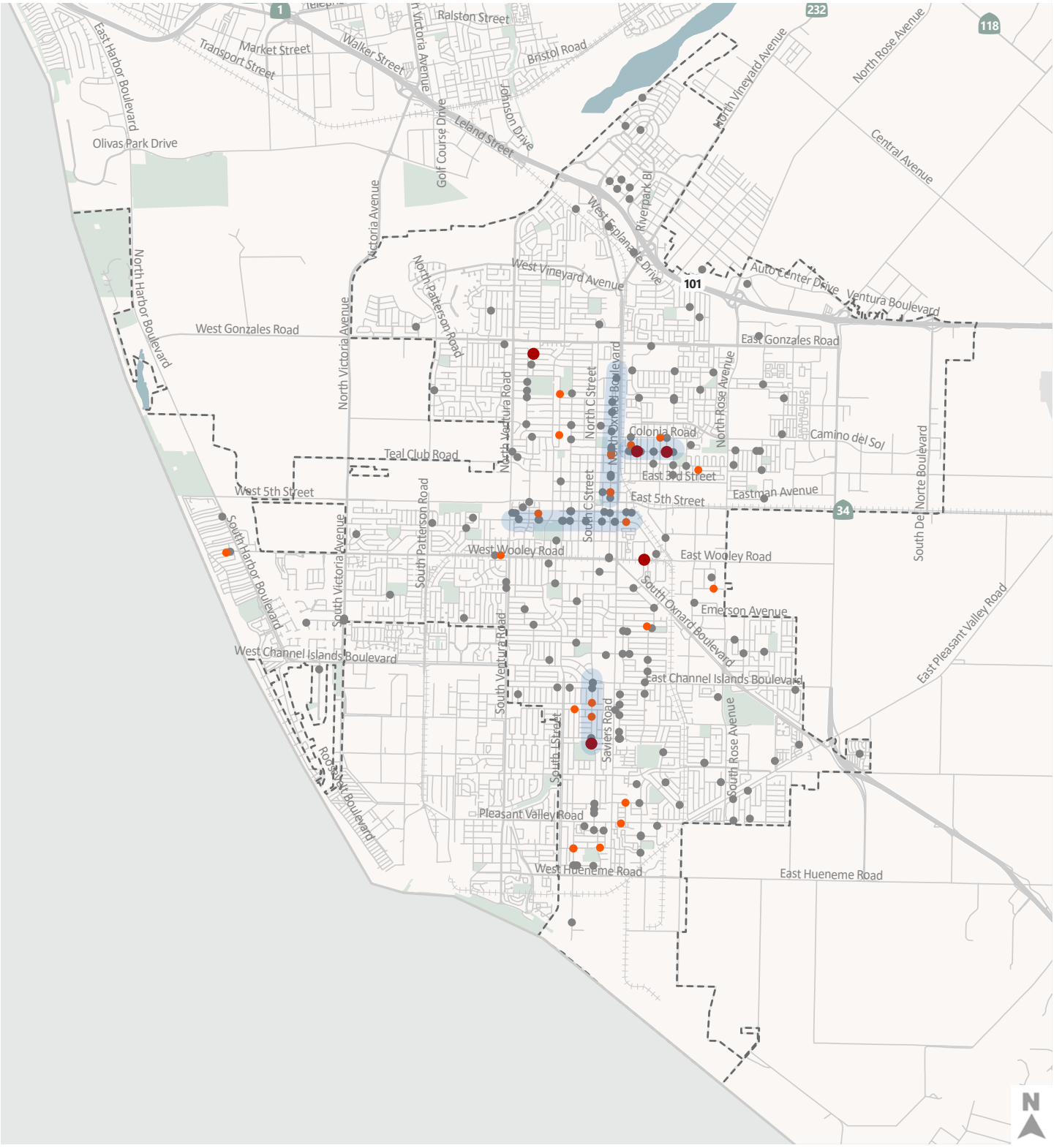
» Education and Public Awareness Campaign targeted at increasing awareness of bicyclist and pedestrians

» High Visibility Crosswalk (at non-signalized intersections)

» Refresh Pavement Markings

» Traffic Calming/Bicycle Boulevard Elements (e.g. curb extensions/bulb-outs, speed humps, mini-roundabouts)

## Collision Profile 6 Map: Pedestrian or Bicycle-Involved Collisions on Roadways with 2 - 3 Lanes and ≤ 25 mph Posted Speed Limit




Crash Severity

- Fatal
- Injury (Severe)
- Other Injury

Key Locations

Safety Recommendations for Collision Profile 7

# Pedestrian or Bicycle-Involved Collisions at Major Non-Signalized Intersections

## KEY STATISTICS

**214**

TOTAL COLLISIONS

**27% of all bike/ped collisions**

**38**

KSI COLLISIONS

**38% of all bike/ped KSI collisions**

## KEY TRENDS

» **Actions During Collisions**

- In collisions involving a pedestrian, the majority of people were crossing outside of a crosswalk (43%), crossing in the crosswalk at the intersection (28%) or in the road (17%)
- In collisions involving a bicyclist, the top violations involved bicyclists riding the wrong way (41%), vehicle right of way (16%), or improper turning (15%). The majority of vehicle right of violations involved not yielding at a stop sign or yielding to oncoming traffic when turning from a property or alley.

» **Age**

- Approximately a third of people involved in all collisions are under 19 years old
- Two-thirds of the people involved in KSI collisions were vulnerable populations, either under 19 years old (42%) or over 60 years old (24%)

» **Time of Day**

- Over a third of all collisions and over half of KSI collisions occurred at night

## KEY LOCATIONS

» Bard Road, from Saviers Road to Anchorage Street
» C Street, from Ivywood Drive to 1st Street
» C Street, from Wolff Street to Canterbury Way
» Camino del Sol, from Higuera Drive to Colonia Road
» Gonzales Road & Lobelia Drive
» Hemlock Street, from Victoria Avenue to Brookside Avenue
» Saviers Road, from Wolff Street to Iris Road
» Wooley Road, from Piedmont Street to Richmond Avenue
» Wooley Road & Seahorse Way

## RECOMMENDED COUNTERMEASURES: PRIMARY

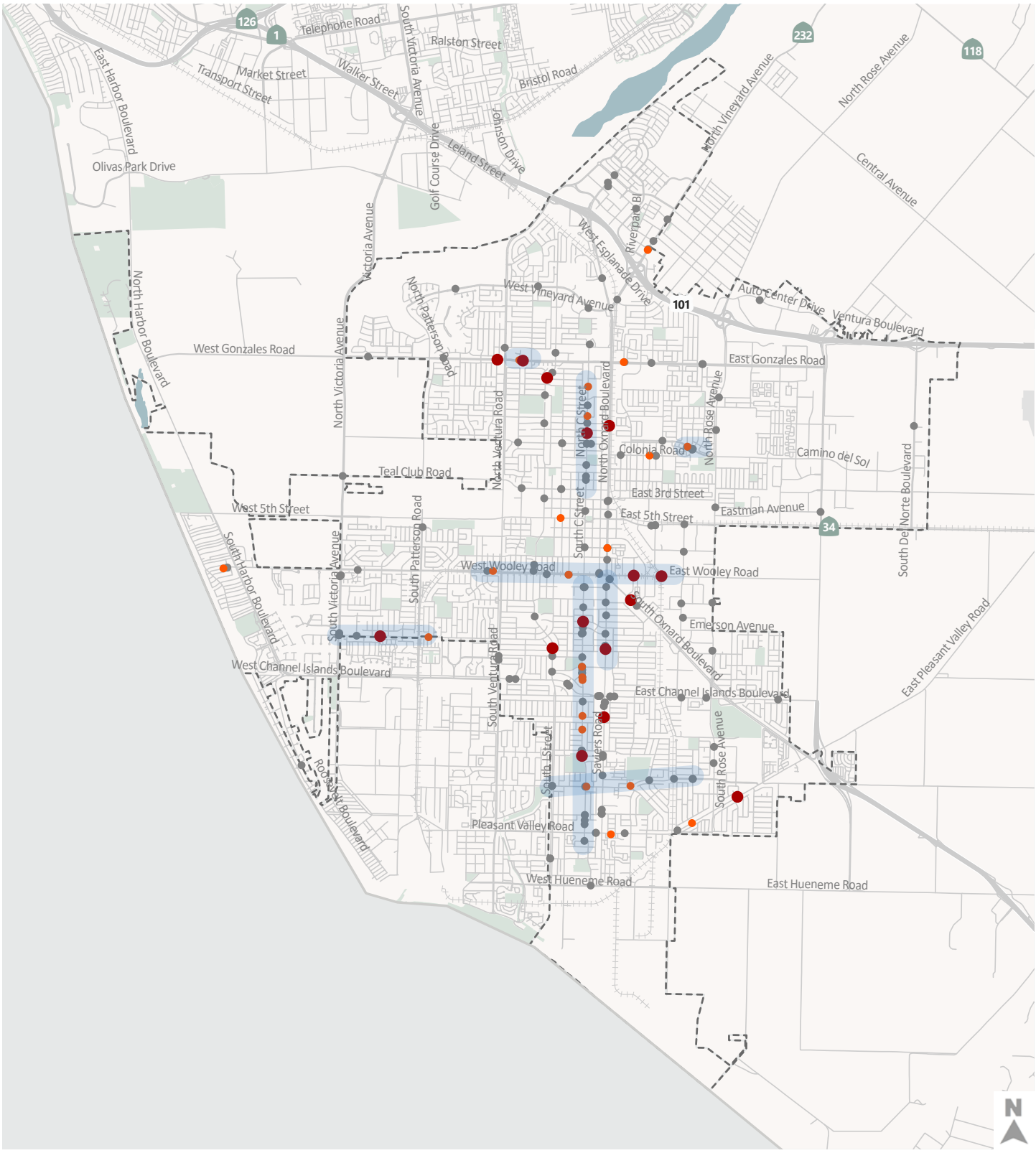
| COUNTERMEASURE | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES |
|---|---|---|
| **At Non-Signalized Intersections** | | |
| Pedestrian Signal (includes Pedestrian Hybrid Beacon (HAWK)) | 55% | |
| Raised Median/Access Control and Turn Restrictions | 50% | |
| Intersection Lighting | 40% | |
| Enhanced safety features for pedestrian crossing at uncontrolled location (e.g. flashing beacons, curb extensions, advanced "stop" or yield markings)* | 35% | Resurfacing |
| Improve Sight Distance with Red Curb/Daylighting | 20% | |
| Larger or Additional Stop Signs at Stop-Controlled Intersections* | 15% | |
| **Along Roadway Segments** | | |
| Separated Bike Lanes* | 45% | |
| Raised Crosswalk | 35% | Resurfacing |
| Repurpose Roadway Space | 35% | |
| Raised Median | 25% | |

*Well-suited for systemic application and HSIP grant package

## RECOMMENDED COUNTERMEASURES: SECONDARY

» Education and Public Awareness Campaign targeted at increasing awareness of bicyclist and pedestrians
» Green Conflict Striping at intersections
» High Visibility Crosswalk (at non-signalized intersections)
» Refresh Pavement Markings

## Collision Profile 7 Map: Pedestrian or Bicycle-Involved Collisions at Major Non-Signalized Intersections




Crash Severity

- Fatal
- Injury (Severe)
- Other Injury

Key Locations

Safety Recommendations for Collision Profile 8

# Bicycle-Involved Collisions with Vehicles Proceeding Straight at Signals

## KEY TRENDS

» **Actions During Collisions**
- The top violations for all collisions were Traffic Signals and Signs (30%) where a person driving ran a red light or a person biking was riding the wrong way (21%)

» **Age**
- 27 percent of collisions involved someone under the age of 19, and the majority of those collisions occurred near a school (74%) during/after school dismissal (39%)

» **Time of Day**
- The majority of collisions occurred during the day (70%), primarily during the late afternoon and early evening, from 3 PM – 7 PM (35%)

## KEY STATISTICS

**84**

TOTAL COLLISIONS

**25% of all bike collisions**

**9**

KSI COLLISIONS

**32% of all bike KSI collisions**

## KEY LOCATIONS

» 5th Street, from Ventura Road to K Street
» Oxnard Boulevard, from C Street to Entrada Drive
» Oxnard Boulevard, from Colonia Road to Wooley Road
» Rose Avenue, from Channel Islands Boulevard to Bard Road
» Rose Avenue, from 3rd Street to 5th Street
» Saviers Road, from Laurel Street to Pleasant Valley Road
» Wooley Road, from Ventura Road to Oxnard Boulevard/Saviers Road

## RECOMMENDED COUNTERMEASURES: PRIMARY

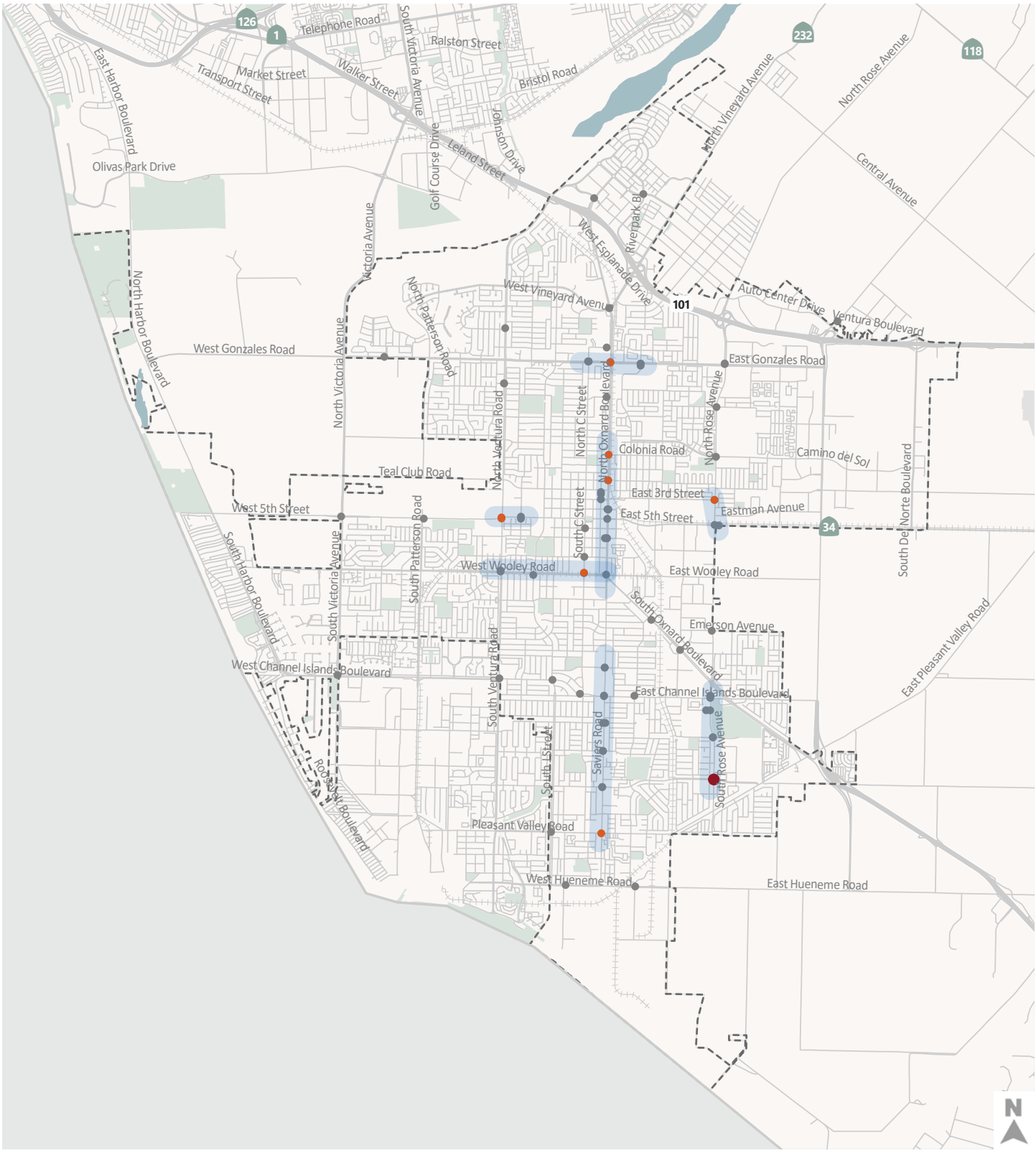
| COUNTERMEASURE | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES |
|---|---|---|
| **At Non-Signalized Intersections** | | |
| Leading Pedestrian Intervals paired with Sign R9-5 "Bikes Use Ped Signal"* | 60% | Signal Timing |
| Separated Bike Lanes | 45% | |
| Class II Bike Lanes* | 35% | Resurfacing |
| Extend Yellow and All Red Time* | 15% | Signal Timing |

*Well-suited for systemic application and HSIP grant package

## RECOMMENDED COUNTERMEASURES: SECONDARY

» Education and Public Awareness Campaign targeted at increasing awareness of bicyclist and pedestrians
» Green Conflict Striping at intersections
» Signal Rest in Red
» Traffic Signal Confirmation Light

## Collision Profile 8 Map: Bicycle-Involved Collisions with Vehicles Proceeding Straight at Signals




Crash Severity

- Fatal
- Injury (Severe)
- Other Injury

Key Locations

Safety Recommendations for Collision Profile 9

# Pedestrian-Involved Collisions on Roadways with 4 - 5 Lanes and 30 - 45 mph Speed Limit

## KEY STATISTICS

**166**

TOTAL COLLISIONS

**37% of all ped collisions**

**32**

KSI COLLISIONS

**44% of all ped KSI collisions**

## KEY TRENDS

- **Actions During Collisions:**
  - The majority of collisions involved either a pedestrian right of way violation (39%) or pedestrian violation (35%). The pedestrian right of way violation primarily involved drivers not yielding at the crosswalk, and the pedestrian violation primarily involved pedestrians crossing outside of a crosswalk.
  - Most collisions involved a pedestrian crossing in a crosswalk at an intersection (45%), followed by pedestrians crossing outside of a crosswalk (25%) and walking in the road (14%)
  - The majority of collisions involve a driver proceeding straight or some other non-turning movement (70%). 17 percent of collisions involved a driver turning left, and 12 percent of collisions involved a driver turning right.
- **Location**
  - The vast majority of collisions occurred at major intersections (90%) and most of the major intersection collisions were at major signalized intersections (68%)
- **Time of Day**
  - 44 percent of collisions occurred at night, primarily between 7 PM and 6 AM (38%)

## KEY LOCATIONS

- Channel Islands Boulevard & Gisler Avenue
- Gonzales Road, from Ventura Road to Lantana Street
- Oxnard Boulevard, from Esplanade Drive to Forest Park Boulevard
- Oxnard Boulevard, from Ash Street to Date Street
- Oxnard Boulevard/Saviers Road, from Robert Avenue to Elm Street
- Saviers Road, from Channel Islands Boulevard to Bard Road
- Ventura Road, from Devonshire Drive to Doris Avenue
- Ventura Road, from Juniper Street to Friedrich Lane
- Vineyard Avenue, from Sycamore Street to Forest Park Boulevard
- Wooley Road, from Commercial Avenue to Richmond Avenue

## RECOMMENDED COUNTERMEASURES: PRIMARY

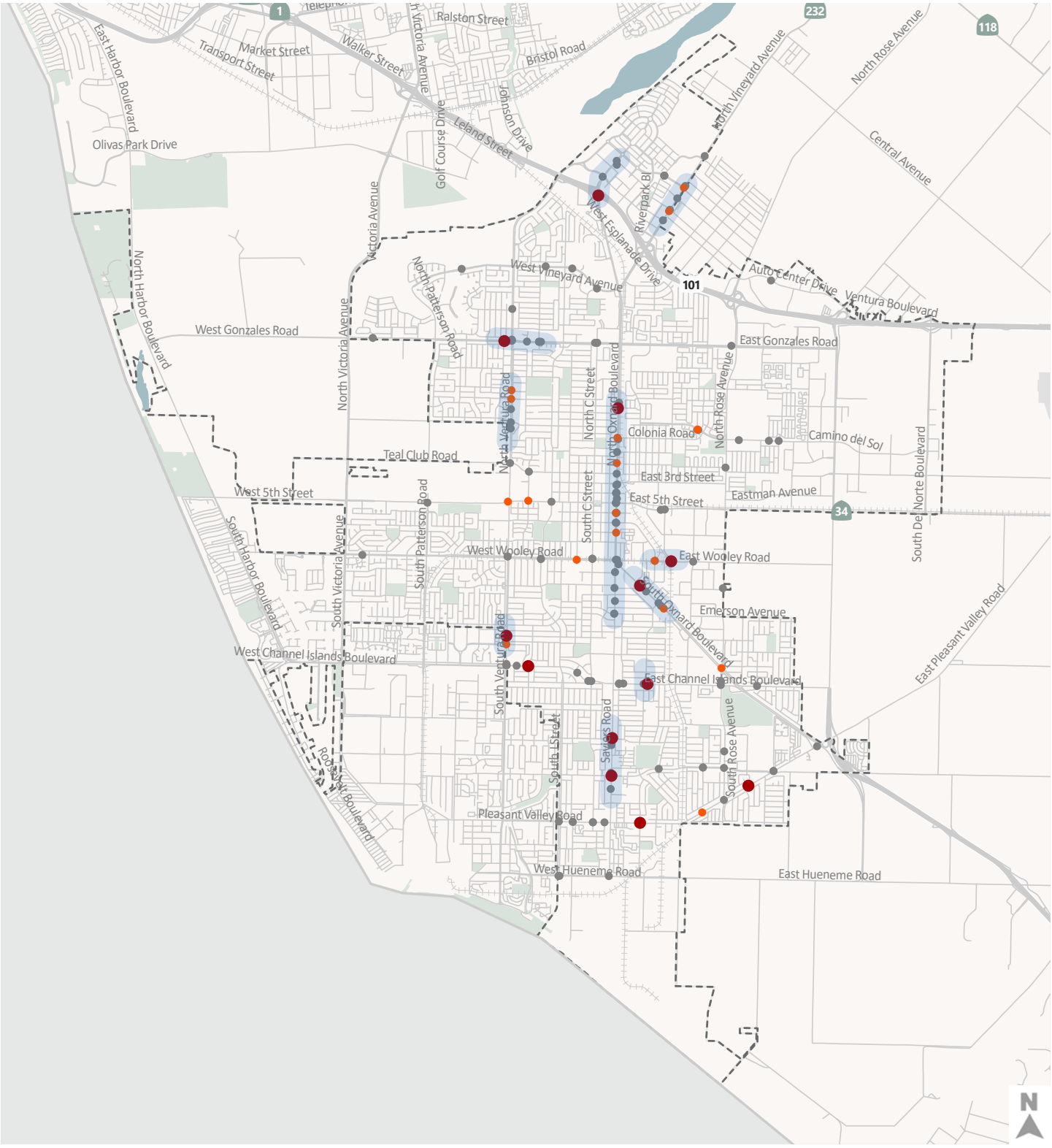
| COUNTERMEASURE | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES |
|---|---|---|
| **At Signalized Intersections** | | |
| Leading Pedestrian Interval* | 60% | Signal Timing |
| Intersection Lighting | 40% | |
| Protected Left Turn Phase* | 30% | |
| High Visibility Crosswalk with Advanced Stop Bar* | 15% | Resurfacing |
| **At Non-Signalized Intersections** | | |
| Pedestrian Signal (includes Pedestrian Hybrid Beacon (HAWK)) | 55% | |
| Intersection Lighting | 40% | |
| Enhanced safety features for pedestrian crossing at uncontrolled location (e.g. flashing beacons, curb extensions, advanced "stop" or yield markings)* | 35% | Resurfacing |
| Rectangular Rapid Flashing Beacon* | 35% | |
| **Along Roadway Segments** | | |
| Repurpose Roadway Space | 35% | |
| Raised Median | 25% | |

*Well-suited for systemic application and HSIP grant package

## RECOMMENDED COUNTERMEASURES: SECONDARY

- Education and Public Awareness Campaign targeted at increasing awareness of pedestrians
- High Visibility Crosswalks (at non-signalized intersections)

## Collision Profile 9 Map: Pedestrian-Involved Collisions on Roadways with 4 - 5 Lanes and 30 - 45 mph Speed Limit




Crash Severity

- Fatal
- Injury (Severe)
- Other Injury

Key Locations

Safety Recommendations for Collision Profile 10

# Pedestrian-Involved Collisions Midblock Along Primary Roadways

## KEY TRENDS

- **Actions During Collisions**
  - The majority of collisions involved a pedestrian crossing outside of a crosswalk (56%) and a pedestrian violation (50%)
- **Location**
  - Most collisions occurred near a pedestrian attraction, such as within 1,000 feet of retail (94%) or within 500 feet of a bus stop (50%)
- **Time of Day**
  - 56 percent of collisions occurred at night, primarily between 6 PM and 12 AM (56%)

## KEY STATISTICS

**16**

TOTAL COLLISIONS

**4% of all ped collisions**

**5**

KSI COLLISIONS

**7% of all ped KSI collisions**

## KEY LOCATIONS

- Saviers Road, from Bryce Canyon Avenue to Yucca Street
- Ventura Road, from Devonshire Drive to Doris Avenue
- Ventura Road & 5th Street

## RECOMMENDED COUNTERMEASURES: PRIMARY

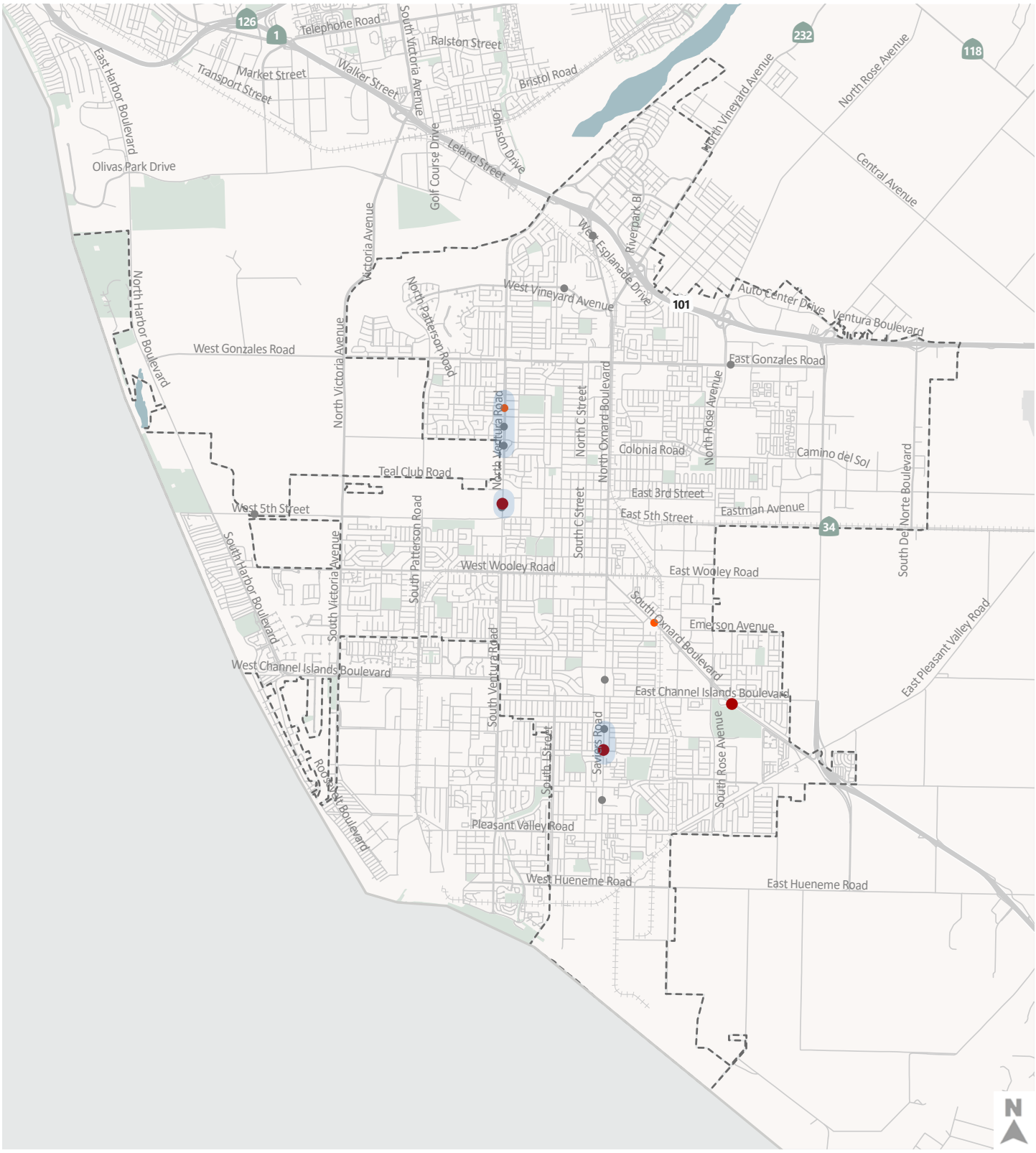
| COUNTERMEASURE | CRASH REDUCTION FACTOR | APPLICABILITY FOR MAINTENANCE CYCLES |
|---|---|---|
| **At Non-Signalized Intersections** | | |
| Pedestrian Signal (includes Pedestrian Hybrid Beacon (HAWK)) | 55% | |
| Enhanced safety features for pedestrian crossing at uncontrolled location (e.g. flashing beacons, curb extensions, advanced "stop" or yield markings)* | 35% | Resurfacing |
| **Along Roadway Segments** | | |
| Repurpose Roadway Space | 35% | |
| Roadway Segment Lighting | 40% | |
| Raised Median | 25% | |

*Well-suited for systemic application and HSIP grant package

## ENGINEERING COUNTERMEASURES: SECONDARY

- Education and Public Awareness Campaign targeted at increasing awareness of pedestrians
- High Visibility Crosswalk (at non-signalized intersections)

## Collision Profile 10 Map: Pedestrian-Involved Collisions Midblock Along Primary Roadways




Crash Severity

- Fatal
- Injury (Severe)
- Other Injury

Key Locations

# 08
# Evaluation and Implementation Program

This chapter describes the process that can be used by the City to evaluate the success of the LRSP, ensure implementation, and identify funding sources for projects.

Oxnard Bl
SCHOOL BUS
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# Evaluation and Implementation Program

## Evaluation

An ongoing evaluation program helps to inform future decision-making and allows the City to understand how it is performing relative to the goal of reducing collisions and collision severity in each of its emphasis areas.

### Annual Traffic Safety Report

Annual monitoring and reporting of safety trends is an important component of evaluating the success of Oxnard's roadway safety efforts. The Annual Traffic Safety Report can help City staff to strategically prioritize future investment and understand the impact of prior investments. This report can also serve as an important tool for communicating Oxnard's ongoing safety efforts to the public. In addition to the proposed Annual documentation, Caltrans requires that the LRSP be updated every 3 to 5 years.

A summary of the metrics to be documented in the Annual Traffic Safety Report is included below. A template for the Annual Traffic Safety Report is included in **Appendix D.**

**ANNUAL TRAFFIC SAFETY REPORT METRICS**

| Category | Performance Metric |
|---|---|
| Number of Countermeasures Implemented | Engineering countermeasures<br>Education, engagement, and enforcement campaigns or programs |
| Funding Secured for Future Countermeasures | Infrastructure grants<br>Program grants |
| Collisions | **KSI collisions:**<br>Total KSI collisions<br>Percent of Collisions resulting in KSI<br>**Pedestrian and bicycle collisions:**<br>Total pedestrian and bicycle collisions<br>Percent of pedestrian and bicycle collisions resulting in KSI<br>**Collisions within each emphasis area:**<br>Number of collisions within each emphasis area<br>Percent of collisions in each emphasis area resulting in KSI<br>**Demographic data associated with collisions, to track disproportionate impacts on communities:**<br>Percent of collisions involving victims aged under 19 or over 65<br>Share collision victims by race/ethnicity, compared with Citywide statistics |
| Before/After Studies for Projects and Programs that have been Implemented | Number of collisions in project influence area<br>Percent of collisions resulting in KSI in project influence area |
| Speeds and Speed Limit Compliance | 85th percentile speeds<br>Number of unsafe speed violations<br>Number of segments with posted speed reduction |

# Implementation

Implementation of the LRSP is a vital step in the process where identified strategies and projects are executed. To successfully implement programs and projects, partnerships, trust, funding and coordination need to be proactively managed. Successful implementation requires sustained and coordinated support from key stakeholders, elected officials and City staff.

## Culturally-Relevant and Equity-Oriented Considerations for Implementation

### COMMUNITY ENGAGEMENT

Community engagement is not a one-size-fits-all model. By developing culturally-relevant and equity-oriented engagement strategies, all participants are not only invited into conversations about safety, but the conversations are set up and facilitated in a way that accounts for barrier to participation. These engagement strategies can help education and programming around traffic safety reach a larger audience and be more impactful.

In Oxnard, culturally-relevant and equity-oriented community engagement may include sharing information in multiple languages, particularly English and Spanish, and via multiple mediums, such as text and audio, to reach communities that speak indigenous languages, particularly Mixteco, that cannot be easily translated into printed materials or communities with limited literacy. Oxnard also has a large migrant farmworker community that primarily speaks indigenous languages (Mixteco) and who have unique travel patterns. Members of this community are also concerned with situations of isolated or unstable housing and citizenship.

Hosting safety-related engagement events at existing community events, such as soccer matches at local parks, the Community Market at Oxnard College, or monthly community meetings hosted by the Mixteco Indigenous Community Organizing Project (MICOP), may provide better accessibility and comfort for this unique audience to receive information and provide feedback. The creation of a Street Safety Ambassador Program can also help to build awareness within specific communities around roadway safety issues. Culturally-relevant and equity-based community engagement should be considered during the implementation of all roadway safety projects.

### ENFORCEMENT

Enforcement of traffic laws is a common strategy to increase street safety, but historical enforcement techniques and strategies have raised concerns about racial profiling, police violence, and the impacts of policing on communities of color. According to the US Department of Justice, Black and Hispanic people are more likely than white people to experience use of force when they are stopped by police. A study of traffic stop data in major cities across California in 2020 found that Black and Hispanic people were more likely to be stopped for minor traffic violations than white people. Black Californians were twice as likely to be searched and nearly three times as likely to experience use of force than white individual.[23]

To ensure that efforts to improve safety recognize that all people have the right to move about their communities safely, cities have shifted to equity-based strategies that target specific reckless behaviors that pose the highest safety risk while working to mitigate potential inequities in enforcement. In Oxnard, this could look like installing red light confirmation signals at locations with a high number of collisions involving red light violations. The red light confirmation signals are an example of enforcement that is automated and data-driven rather than driven by an individual police officer's discretion. Equity considerations can be implemented in a range of enforcement strategies, such as enacting progressive fine structures, and analyzing demographic data in traffic citations.

BEST PRACTICE RESOURCES

## LOS ANGELES DEPARTMENT OF TRANSPORTATION

The Los Angeles Department of Transportation (LADOT) Vision Zero Division launched the Dignity-Infused Community Engagement (DICE) strategy in 2019, which aims to center community members in the Vision Zero planning process from the beginning and weave all perspectives and lived experiences into the technical planning process. The DICE approach includes collaboration with local community-based organizations (CBOs); the provision of childcare, transportation, interpretation, and food at all engagement events; and the development of unique, culturally relevant engagement approaches that weave in community identity and markers.

## BIKEVC AND COMMUNITY ENVIRONMENTAL COUNCIL

BikeVC (formerly Bike Ventura), a non-profit organization focused on equitable bicycle education, empowerment, and advocacy, and Community Environmental Council (CEC), a non-profit organization focused on climate action, conducted a Community Transportation Needs Assessment in disadvantaged areas of Oxnard with funding from the California Air Resources Board in 2020.[24] The BikeVC and CEC team coordinated with the Mixteco Indigenous Community Organizing Project (MICOP), a non-profit organization focused on supporting indigenous migrant communities in California's Central Coast, to survey and interview community members, particularly migrant farmworker families, in Mixteco and Spanish, at food distribution sites with incentives, such as bike lights, to encourage people to participate. The project team also held pop-up bike repair events and a clean mobility demonstration event with bilingual and trilingual interpreters at locations in the communities identified with the greatest need (e.g. the Colonia Gym, Meta St Homes, and Camino del Sol). This needs assessment illustrates the significance of meeting people in their community and taking time to build relationships and trust to gain meaningful insight on the challenges and desires people have around safety and mobility.

## CITY OF PHILADELPHIA DRIVING EQUITY ACT

In November 2021, Philadelphia Mayor Jim Kenney signed the Driving Equity Act, which banned the Philadelphia Police Department from conducting traffic stops within the city for secondary violations.[25] Secondary violations include driving with a broken brake light, a single headlight, or a registration plate that is not clearly visible. The purpose of this legislation is to reduce the number of interactions between the police and drivers, particularly as data that showed Philadelphia police pulled over a disproportionate number of Black drivers for secondary traffic violations compared to white and Latino drivers.

Several other jurisdictions across the country, such as Minneapolis and Los Angeles, are scaling back or reassessing the role of police in secondary traffic stops with the intent to address historic inequities in enforcement and focus enforcement efforts on more serious and dangerous offenses, such as speeding..

## Implementing and Sustaining a Culture of Transportation Safety

Implementing and sustaining a culture of transportation safety will be a key component in Oxnard achieving its roadway safety goals. Shifting the culture to uphold safety as the top transportation priority both within City departments and among Oxnard residents will help lead to the development of a Safe System. The table on the following page describes the top three recommendations for achieving this culture shift, key partners in this work, and examples relevant to Oxnard.

**Safe Road Users**

**Focus on human vulnerability when planning and implementing street safety strategies, with an emphasis on people who travel by foot, bicycle or wheelchair, children and seniors. Prioritize equitable strategies that will best serve the Oxnard community.**

**Safe Roads**

**Prioritize roadway design changes throughout Oxnard that address the factors contributing to severe injury and fatal collisions, including improvements that separate modes in time and space, and reduce severity if collisions do occur.**

**Safe Speeds**

**Use a multidisciplinary approach - roadway design, policy, education, and enforcement strategies - that induces drivers to travel at safe speeds that will reduce injuries even when human error inevitably leads to collisions.**

**Safe Vehicles**

**Proactively plan for a connected and autonomous vehicle fleet, accounting for related safety considerations, prioritizing investments in advanced signal infrastructure and other ITS projects.**

**Post-Crash Care**

**Partner with law enforcement and emergency response to identify strategic investments in areas such as collision response, collision site assessment, and collision reporting and database management practices.**

## Why the Safe System approach?

Safe System is the foundational roadway safety strategy nationally and in California.

**California:** 2020-2024 Strategic Highway Safety Plan

- Integrate Equity into all aspects of the plan to address institutional and systemic biases.
- Implement Safe System Approach which aims to eliminate fatal and serious injuries for all road users through a holistic view of the roadway system.
- Caltrans has adopted a 2050 Vision Zero goal.

**National:** USDOT National Roadway Safety Strategy

- The USDOT National Roadway Safety Strategy is built on the Safe System approach.
- FHWA fully supports the vision of zero deaths and serious injuries on the Nation's roads.
- New federal grant funding programs, such as the Safe Roads and Streets for All (SS4A) grant, require a local commitment to Vision Zero and Safe System.

## TOP THREE RECOMMENDATIONS FOR IMPLEMENTING AND SUSTAINING A CULTURE OF TRANSPORTATION SAFETY IN OXNARD

| Recommendation | Partners | Examples | Opportunity |
|---|---|---|---|
| Incorporate safety strategies into existing programs, such as street maintenance and repair and CIP | Public Works Department, City Council | **City of Goleta: 2019-21 Citywide Strategic Plan**<br>The City of Goleta lists in its Citywide Strategic Plan the goal of incorporating Vision Zero plans into transportation project design, specifically for repaving projects.<br><br>**City of Alameda: Vision Zero Action Plan – Capital Projects List**<br>The City of Alameda specifically identifies the CIP projects that align with its Vision Zero Action Plan and updates this list annually. The City also indicates if these projects are on their designated "high injury corridors" and where they include socially vulnerable areas.<br><br>**City of Alameda: Policy on Street Width, Lane Width, Crosswalks, and Bulb-Outs (2020)**<br>Alameda has adopted a resolution requiring right-of-way space be allocated during roadway redesign and repaving projects to align with safety priorities, including minimizing turning speeds and pedestrian crossing distances, setting a standard 10 foot travel lane width, and providing for separated bike lanes as a default | Require "Connection to Safety" section (similar to General Plan Consistency required section) for all roadway projects in CIP, including whether or not projects are located at hot spots identified within the LRSP<br><br>Document how safety projects have been prioritized for implementation in CIP<br><br>Adopt roadway design guidelines and policies that prioritize safety |
| Fiscal and employee resources to sustain efforts | Public Works Department, City Council | **City of Tampa: Vision Zero Coordinator**<br>The City of Tampa has a dedicated staff member to manage the city's Vision Zero Action Plan. The role includes planning and design work, public relations, and community engagement.<br><br>**City of Boulder: Transportation Operations Engineer - Vision Zero**<br>Boulder has an engineer dedicated to Vision Zero. The role includes reviewing crash data and coordinating with various stakeholders, such as law enforcement and street maintenance.<br><br>**Safety Champion: Elected Official – Mayor John Bauters**<br>Emeryville Mayor John Bauters believes that elected officials can help "set the tone" and bring the community together to address concerns. Mayor Bauters has committed to prioritizing improvements along the high-injury network and a commitment to a permanent slow streets program.<br><br>**City of Fort Worth: Safety/Mobility Bond Package**<br>Voters within the City of Fort Worth supported a bond measure to allocate $5 million to the City's Vision Zero Program. The bond measure includes multimodal safety improvements, such as new crosswalks, streetlights, and flashing beacons. | Hire 1 FTE tasked with coordination, delivery, and evaluation of safety projects<br><br>Identify elected official, community stakeholder, and internal staff safety champions<br><br>Identify dedicated funding source for safety project implementation *and* maintenance |

| Recommendation | Partners | Examples | Opportunity |
|---|---|---|---|
| Strategic partnerships to cultivate citywide culture of transportation safety | Elected officials, School Districts, Schools, Oxnard Police Department, and advocacy groups | **City of Oxnard and Oxnard Police Department: Supporting unhoused residents to increase roadway safety.** The City of Oxnard through its **Five-Year Homeless Plan** identified safety improvements to reduce crashes between vehicles and unhoused individuals. This includes providing safe crossings between shelters and social services. Additionally, education campaigns could be leveraged through the Oxnard Police Department's **Overdose Rescue Kit Distribution** by including roadway safety information, improving outreach to unhoused community members.<br><br>**Oxnard Police Department Educational Programs: Choose Your Ride and Know Your Limit**<br>These programs by the Oxnard Police Department are intended to help educate drivers on the risks of impaired driving and some of the options that are available rather than getting behind the wheel while under the influence.<br><br>**Los Angeles County: Vision Zero Plan 2020-2025**<br>Los Angeles County created an organizational structure to oversee the County's Vision Zero Action Plan. This structure is comprised of a variety of stakeholder groups both within the County, external organizations, and the community as a whole.<br><br>**City of Fremont: Vision Zero 2020 Action Plan**<br>The City of Fremont Vision Zero Action Plan calls on including everyone to make safety a citywide priority. Examples include the City newsletter highlighting the Vision Zero Program, a local Girl Scout starting a program to prevent distracted driving, and local community college students creating educational videos.<br><br>**Community-Based Organizations:**<br>Vision Zero grant money directed to nonprofit organizations serving disadvantaged communities is a critical aspect of increasing roadway safety. In Washington DC, money from automated traffic enforcement was distributed via a grant to a Gearin' Up Bicycles, which encourages cycling through pop-up bike shops and education campaigns specifically in historically underserved neighborhoods. Local opportunities to leverage similar benefits include organizations like the Oxnard Bike HUB. | Identify safety as a Citywide priority, across all departments<br><br>Infuse safety in all City and community programs<br><br>Connect with homeless services providers to incorporate pedestrian safety topics and resources in outreach |

## What does culture shift for a community look like in practice?

### 1

**Choice:** Not adopting a Vision Zero goal

**Consequences:**

- Lack of focus on elimination of fatalities and severe injuries
- Safety is not core driver of capital projects, which may result in fringe safety improvements

**Shift:** Adopt a Vision Zero goal

### 2

**Choice:** Focus on vehicle throughput over safety

**Consequences:**

- Pedestrians disproportionately experience delay compared to vehicles
- Pedestrian crossing opportunities do not reflect desire lines
- Bicyclists lack sufficient roadway space to comfortably travel along corridors

**Shifts:**

- Think about person delay rather than LOS. Prioritize pedestrian desire lines, access, delay, and exposure time when making crosswalk spacing and marking decisions.
- Establish minimum sidewalk and bicycle lane dimensions and standard designs that provide sufficient space for all modes

# Funding

While the primary purpose of this LRSP is to prepare the City of Oxnard to submit successful Highway Safety Improvement Program (HSIP) applications, safety projects can be funded through a wide range of additional sources at the regional, state, and federal levels. HSIP funds are largely awarded based on a benefit/cost analysis using a set of Caltrans-approved countermeasures with documented collision reduction factors and historic collision data. While many safety projects will perform well in the HSIP process, others may be successfully funded through other sources that consider additional factors, such as the Active Transportation Program (ATP). The sources in this chapter may be used to fund a broad scope of projects targeting air quality and sustainability, affordable housing, and transportation. Successful projects often entail creative solutions that address impact areas beyond transportation safety alone.

In addition to grant funding opportunities, there are several additional opportunities for Oxnard to find financial support for implementing safety projects, including identifying dedicated General Fund support, local bonds and sales tax measures, and identifying roadway safety enhancements related to new public

## Funding Opportunities

### LOCAL AND REGIONAL SOURCES

#### SCAG COMMUNITY STREETS MINI-GRANT PROGRAM

Competitive community grant program that funds safety projects. Awards are made up to $10,000. Projects aim to build street-level community resiliency and increase the safety of people most harmed by traffic injuries and fatalities.

**NEXT FUNDING OPPORTUNITY**

2023 TBD; Previous cycle closed April 2022

#### SCAG SUSTAINABLE COMMUNITIES PROGRAM

Provides direct technical assistance to SCAG member jurisdictions to complete planning and policy efforts that enable implementation of the regional SC.

Grants are available in four categories: Civic Engagement, Equity & Environmental Justice; Smart Cities & Mobility Innovations; Housing & Sustainable Development; Active Transportation & Safety.

**NEXT FUNDING OPPORTUNITY**

Call for projects opening in Fall 2022 for Civic Engagement, Equity & Environmental Justice; Prevoius cycle funding 2020

#### VCTC TRANSPORTATION DEVELOPMENT ACT (TDA) AND CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT OPPORTUNITIES

The Ventura County Transportation Commission (VCTC) makes available funding from Article 3 of the TDA and the CMAQ available for infrastructure projects involving non-motorized modes, as well as projects that reduce pollution and/or congestion across the County. TDA funds can be used on bicycle and pedestrian projects in addition to bicycle and pedestrian safety and outreach measures. CMAQ funds may be used on bike/pedestrian improvements.

**NEXT FUNDING OPPORTUNITY**

September 23, 2022

### STATE SOURCES

#### ACTIVE TRANSPORTATION PROGRAM (ATP)

ATP is a statewide competitive grant application process with the goal of encouraging increased use of active modes of transportation. The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SRTS), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of State Programs.

**NEXT FUNDING OPPORTUNITY**

TBD; Previous cycle closed June 15, 2022

### CALIFORNIA NATURAL RESOURCES AGENCY URBAN GREENING PROGRAM

This program supports projects that "use natural systems or systems that mimic natural systems to achieve multiple benefits." Eligible projects include "Non-motorized urban trails that provide safe routes for travel between residences, workplaces, commercial centers, and schools."

#### NEXT FUNDING OPPORTUNITY

TBD; Previous cycle closed Spring 2022

### CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT PROGRAMS

OTS administers traffic safety grants in the following areas: Alcohol Impaired Driving, Distracted Driving, Drug-Impaired Driving, Emergency Medical Services, Motorcycle Safety, Occupant Protection, Pedestrian and Bicycle Safety, Police Traffic Services, Public Relations, Advertising, and Roadway Safety and Traffic Records.

#### NEXT FUNDING OPPORTUNITY

2023 TBD; Previous cycle closed January 31, 2022

### CALIFORNIA STRATEGIC GROWTH COUNCIL (SGC) TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) PROGRAM

The Transformative Climate Communities (TCC) Program empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas emissions and local air pollution.

#### NEXT FUNDING OPPORTUNITY

TBD; Previous cycle closed July 1, 2022

### CALTRANS SUSTAINABLE COMMUNITIES GRANTS

To encourage local and regional planning that furthers state goals, including, but not limited to, the goals and best practices cited in the Regional Transportation Plan Guidelines adopted by the California Transportation Commission.

#### NEXT FUNDING OPPORTUNITY

Grant applications due October 2022

### HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

HSIP is a core federal-aid program to States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. California's Local HSIP focuses on infrastructure projects with nationally recognized crash reduction factors (CRFs). This is the primary grant funding source to support roadway projects identified through the LRSP.

#### NEXT FUNDING OPPORTUNITY

Cycle 11 application materials due September 12, 2022.

### SB 1 LOCAL STREETS AND ROADS PROGRAM (LSRP)

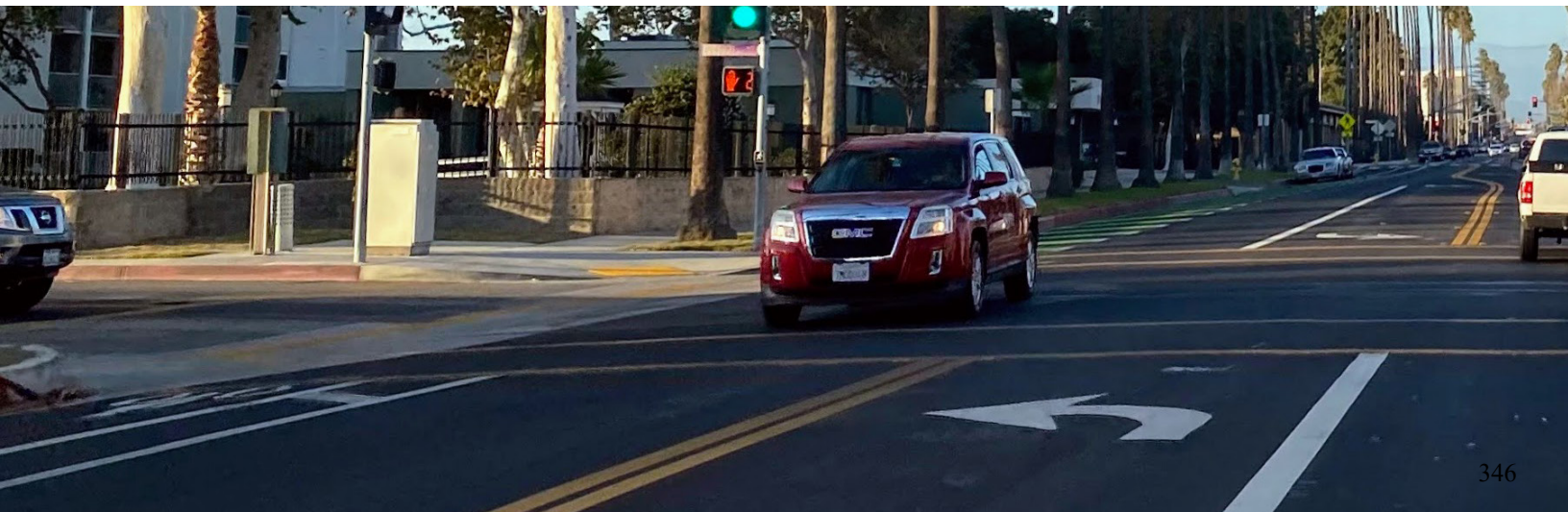
SB 1 dedicated approximately $1.5 billion per year in new formula revenues apportioned by the State Controller to cities and counties for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

#### NEXT FUNDING OPPORTUNITY

Expected Fall 2022

### SB 1 SOLUTIONS FOR CONGESTED CORRIDORS PROGRAM (SCCP)

The Solutions for Congested Corridors Program funds projects designed to reduce congestion in highly traveled and highly congested corridors. This statewide, competitive program makes $250 million available annually for



projects that implement specific transportation performance improvements and are part of a comprehensive corridor plan by providing more transportation choices while preserving the character of local communities and creating opportunities for neighborhood enhancement.

**NEXT FUNDING OPPORTUNITY**

2023 TBD

### SB 1 STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)

The State Transportation Improvement Program (STIP) is the biennial five-year plan for future allocations of certain state transportation funds for state highway improvements, intercity rail, and regional highway and transit improvements.

**NEXT FUNDING OPPORTUNITY**

Biennial, 2024 TBD; Previous cycle closed Spring 2022

### SB1 LOCAL PARTNERSHIP PROGRAM (LPP)

The purpose of this program is to provide local and regional transportation agencies that have passed sales tax measures, developer fees, or other imposed transportation fees with a continuous appropriation of $200 million annually from the Road Maintenance and Rehabilitation Account to fund road maintenance and rehabilitation, sound walls, and active transportation projects. There is also a competitive grant portion of this project.

**NEXT FUNDING OPPORTUNITY**

2023 TBD

### SGC AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES (AHSC) PROGRAM

The Affordable Housing and Sustainable Communities (AHSC) Program makes it easier for Californians to drive less by making sure housing, jobs, and key destinations are accessible by walking, biking, and transit.

**NEXT FUNDING OPPORTUNITY**

Round 7 due date in February 2023

## FEDERAL SOURCES

### RAISE GRANTS (FORMERLY BUILD AND TIGER)

The Rebuilding American Infrastructure with Sustainability and Equity, or RAISE Discretionary Grant program, provides a unique opportunity for the DOT to invest in road, rail, transit and port projects that promise to achieve national objectives. The program selection criteria this cycle encompass safety, environmental sustainability, quality of life, economic competitiveness, state of good repair, innovation, and partnerships with a broad range of stakeholders. The first round of RAISE grants awarded $417m to bicycle and pedestrian projects, and $30m for planning grants (eligible for the first time).

**NEXT FUNDING OPPORTUNITY**

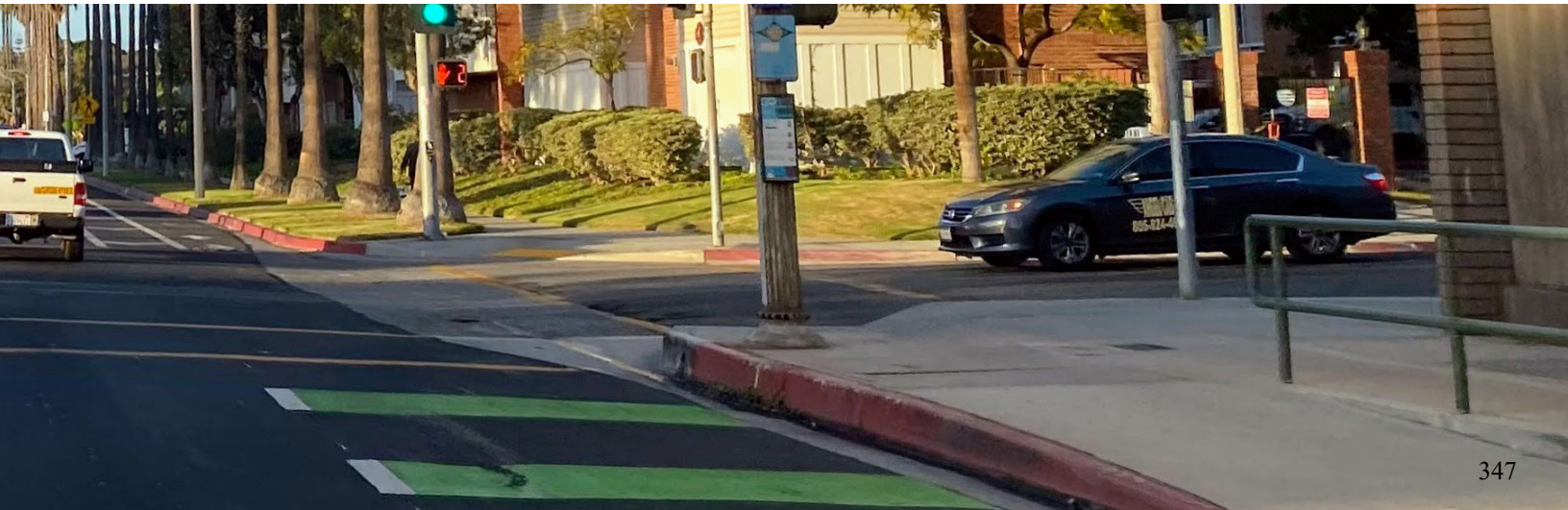
TBD; Previous cycle closed April 2022

### SAFE STREETS FOR ALL GRANTS

The recent federal infrastructure bill established the new Safe Streets for All program to provide $5 billion in grant funding to develop and implement Vision Zero safety plans. Current legislation emphasizes funding of planning efforts, but the focus on implementation funding is expected to increase over the next few years.

**NEXT FUNDING OPPORTUNITY**

**Notice of Funding Opportunity open, applications due September 15, 2022**



# Roadway Design Standard Considerations

In addition to project-specific safety countermeasures shown in the countermeasure toolbox, the City may choose to consider updating and developing new roadway design and signal policies to help guide the implementation of safety-focused decisions network-wide. Options for these policy changes are listed below.

## Signal Policies

- **Accessible Pedestrian Signal (APS) Push Buttons:** Continue to implement APS push buttons at all signals
- **Emergency Vehicle Preemption:** Continue to implement emergency vehicle preemption at all signals.
- **Flash Don't Walk Time:** Review City practice for calculating pedestrian clearance time with the next update to City signal timing policy, using best practice guidance, with special considerations for longer walk times near schools and senior centers.
- **Leading Pedestrian Intervals (LPI):** Implement LPIs at signals in high pedestrian activity locations, such as Downtown, schools, and retail areas, as well as locations with history of pedestrian collisions with turning vehicles.
- **Maximum Cycle Length:** Consider establishing a practice to determine a maximum cycle length for a corridor or intersection, especially at hot spot locations. Shorter signal cycles can reduce overall pedestrian wait times and result in improved pedestrian compliance.
- **Minimum Green Time:** Review industry best practices, State and Federal guidance to update the practice for calculating minimum green time with the next update to City signal timing policy. The time for pedestrians and/or bicyclists crossing with a phase must also be considered and included in the minimum phase length.
- **Pedestrian Countdown Signals:** Continue to implement pedestrian countdown heads at all signals.
- **Pedestrian Recall:** Consider implementing pedestrian recall mode to traffic signals with high pedestrian activity or collision history. This means that the pedestrian would not have to push a button in order to see the "Walk" phase.
- **Signal Coordination to Support Lower Speeds:** Investigate opportunity locations for controlling the travel speed of vehicles by optimizing the cycle length, splits, and offsets to the posted speed or lower where appropriate. The concept of a "slow green wave" is a series of traffic signals coordinated to allow for uninterrupted traffic flow of vehicles traveling at the speed limit or lower and require those traveling at faster speeds to stop more frequently.
- **Yellow and All Red Clearance Time:** Review City practice for calculating intersection clearance times and update signal timing policy to match industry best practice.

## Street Design Policies

- **Advance Stop Bars:** Advance stop bars should be used at all stop-controlled and signalized intersections with marked crosswalks.
- **Bike Lane Conflict Zones:** Design new and upgrade existing bike lanes to extend to the intersection, using green conflict striping for conflict zones with turning vehicles.
- **Bikeway Selection:** Use best practice guidance, such as FHWA Bikeway Selection Guide, to select bike facilities for implementation based on roadway elements such as speed and vehicle volume.
- **Crosswalk Markings:** Establish policy for recommended use of high visibility crosswalk striping and use of "triple four" crosswalk design with raised pavement markers. Priority locations include signals, school crossings, areas with high pedestrian demand, and crossings with collision history.
- **Curb Cuts/Driveway Placement:** Consolidate existing retail driveways and plan for fewer driveways in future development where possible, to eliminate potential conflict points.
- **Dual Curb Ramps:** As intersections are upgraded, install directional dual curb ramps, to allow for better accessibility to crosswalks.
- **Lane Widths:** Consider narrowing existing vehicle travel lane widths and adopting maximum lane width guidelines, based on roadway context. A reduction in lane width produces a traffic calming effect by encouraging drives to travel at slower speeds. Other considerations for setting minimum lane widths are truck routes, transit routes, and locations where adjacent lanes are in the opposite direction.
- **Red Curb/Daylighting:** Red curb should be installed at unsignalized intersections and driveway locations to provide for sufficient sight lines between drivers and people traveling on foot, by bike, or by car. This practice is also known as "daylighting" the intersection.
- **Roadway and Pedestrian-Scale Lighting:** Use best practice guidance to identify locations where additional roadway and pedestrian-scale lighting may be needed. Prioritize locations with nighttime collisions.
- **Sidewalk Widths:** Recommend that the City consider a contextual approach to setting the minimum widths of sidewalks with the next update to the street design standards. In accordance with ADA accessibility guidelines, sidewalks should at least 5 feet in width. A contextual approach for sidewalk width setting could take into consideration the street type and surrounding land use, requiring wider sidewalks on some streets to enhance safety and comfort for pedestrians.
- **Uncontrolled Crosswalk Enhancement Selection:** Use best practice guidance, such as FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations, to select crosswalk enhancements (e.g. Pedestrian Hybrid Beacon, Rectangular Rapid Flashing Beacon, pedestrian refuge islands) based on roadway elements such as speed and vehicle volume.

## Other Policies

- **Bus Stop Placement and Supportive Facilities:** Prioritize pedestrian and bike safety improvements that provide connections to Oxnard Transit Center and bus stops. At minimum, bus stops should be co-located with an adjacent crosswalk (within 100 feet).
- **Pedestrian Crossing Guidelines:** Develop a policy to guide the spacing of marked crosswalks throughout the City based on context, such as proximity to schools and other key destinations, transit stops, and hot spot locations.
- **Quick Build Toolkit:** Identify a quick build toolkit that meets the City's design standards, which can allow for lower cost and quicker implementation for many safety countermeasures, such as curb extensions, bike facilities, and traffic calming.
- **Speed Limit Setting:** Follow new AB 43 policies in reviewing and updating posted speeds throughout the City, with an emphasis on identified hot spot and collision profile locations.
- **Traffic Calming Project Prioritization:** Develop a traffic calming toolkit and strategy for implementation, which includes prioritizing projects based on hot spot locations and safety trends identified in the LRSP.

# Appendices

**Appendix A**
Stakeholder Meeting Summaries

**Appendix B**
Existing Efforts Memorandum and Opportunity Areas Matrix

**Appendix C**
Collision Analysis Memo and Crossroads Data Management Plan

**Appendix D**
Annual Traffic Safety Report Template

# APPENDIX A
# Stakeholder Meeting Summaries

Oxnard Bl
PESOS
CAMBIO DE CHEQUES

# Oxnard Local Road Safety Plan Stakeholder Meeting #1

**Thursday, September 23**
**11:00 AM – 12:30 PM**

## Notes

1. Introductions
    a. Mentimeter results included as attachment
2. Overview of Roadway Safety
    a. Local Road Safety Plan Overview
        i. The LRSP covers all modes of transportation (walking, biking, taking transit, driving)
    b. Connection to the Oxnard Sustainable Transportation Plan
        i. All comments shared with the STP and LRSP teams will be incorporated into both projects.
    c. Overview of the Safe System approach
3. Oxnard Safety Vision and Values
    a. Current projects:
        i. The City has received funding to develop Safe Routes to School plans for 26 schools (Phase I). Of those 26 schools, 5 schools have received additional funding to implement improvements. The City is looking into using federal relief funds to implement crosswalks across the city, including around schools. The City will submit a grant application for a second round of

**LOCATION:**

Teams Video Call

**ATTENDEES:**

Tony Briscoe, Oxnard School District
Norma Magana, Oxnard School District
Corina Cherry, Oxnard Union High School District
Ted Lawrence, Oxnard Union High School District
Chris Renbarger, Oxnard College
Lt. Cesar Romero, Oxnard College
Sgt. Rick Vazquez, Oxnard Police Department
Commander Alex Arnett, Oxnard Police Department
Officer Jose Diaz, Oxnard Police Department
Scott Brewer, Oxnard Fire Department
Austin Novstrup, Gold Coast Transit
Amanda Fagan, VCTC Planning
Debbie O'Leary, City of Oxnard
Tim Bochum, City of Oxnard
Steve Brown, Fehr & Peers
Emily Finkel, Fehr & Peers
Rachel Om, Fehr & Peers

Safe Routes to School funding to cover the remaining schools in the city.

b. Safety concerns:
    i. Driving under the influence
    ii. Driving too fast
    iii. Drivers don't stop at stop signs
    iv. Lack of Class IV infrastructure to separate bicyclists, pedestrians, and vehicles
    v. Uneven sidewalks due to tree roots
    vi. Lack of awareness around people traveling in wheelchairs
    vii. Poor driving habits, such as at schools for pick up and drop off.

4. State of Safety in Oxnard
    a. Overview of recent safety efforts
    b. Overview of collision trends
    c. Overview of collision locations
        i. Skateboarders near skate park riding wrong way
        ii. Bus stops at schools: staff try to coordinate traffic flow but can be challenging given high levels of activity
        iii. Drivers passing bus stops with red flashers on
        iv. Gary & Rose: City recently signalized the intersection, added crosswalks, and bicycle detection.
        v. Rio School District: lack of sidewalks or bike lanes due to boundaries near County/unincorporated areas.
5. Mapping Activity
    a. Input additional comments here: https://arcg.is/1SG99v0 or reach out to Rachel with specific locations.
6. Project Next Steps
    a. Introduction to Safety Countermeasures
    b. Grant funding opportunities:
        i. Ventura County Transportation Commission's Incident Responders Grant Program Round 2 call for applications is available now, with applications due on September 30th. Grant guidelines and

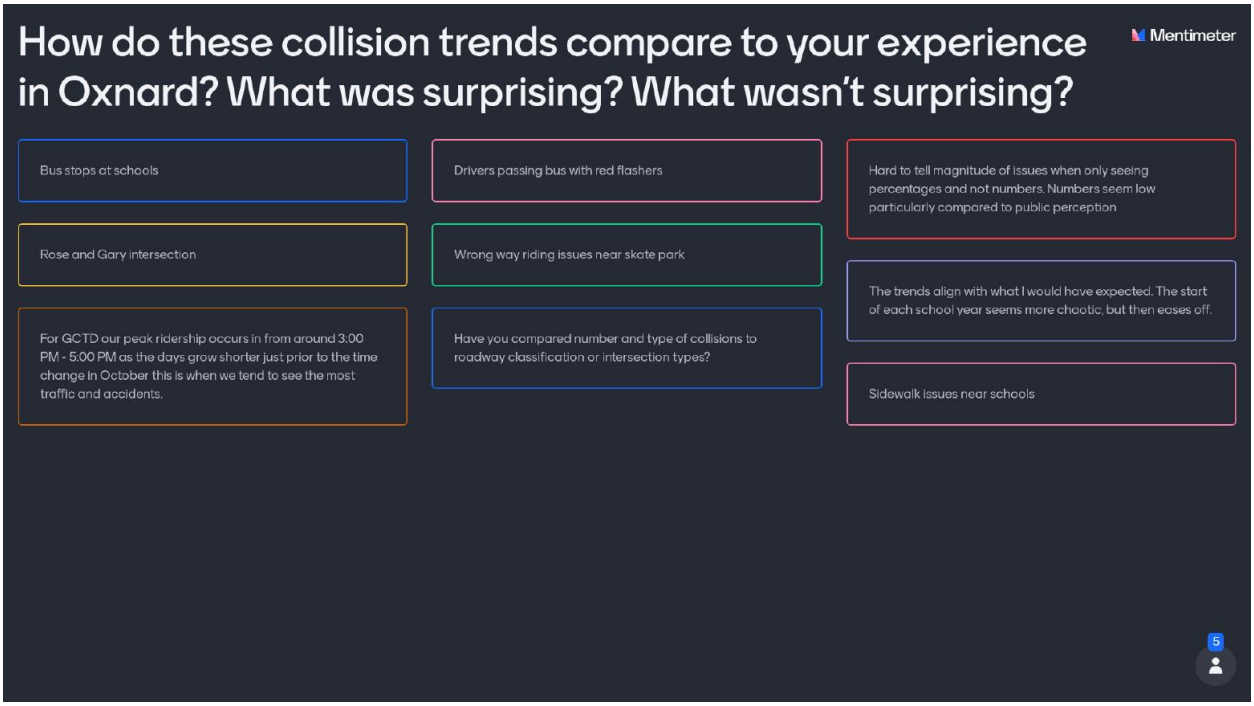
application information are available here: https://www.goventura.org/work-with-vctc/grant-opportunities/

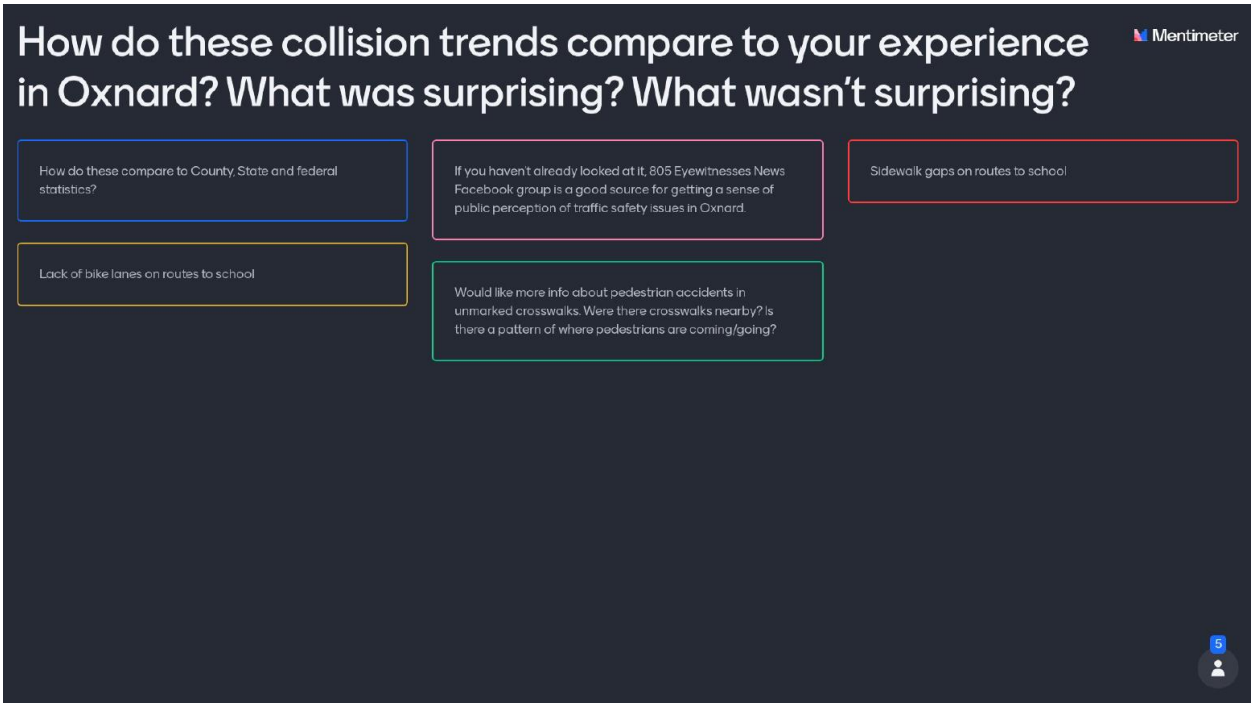
ii. The City will coordinate with schools to share how schools can apply for grant funding or support the City in applying for grant funding.

iii. Request for schools to send maps of detailed school boundaries, preferably in a GIS file (e.g. shapefile) to understand where students are traveling to/from.

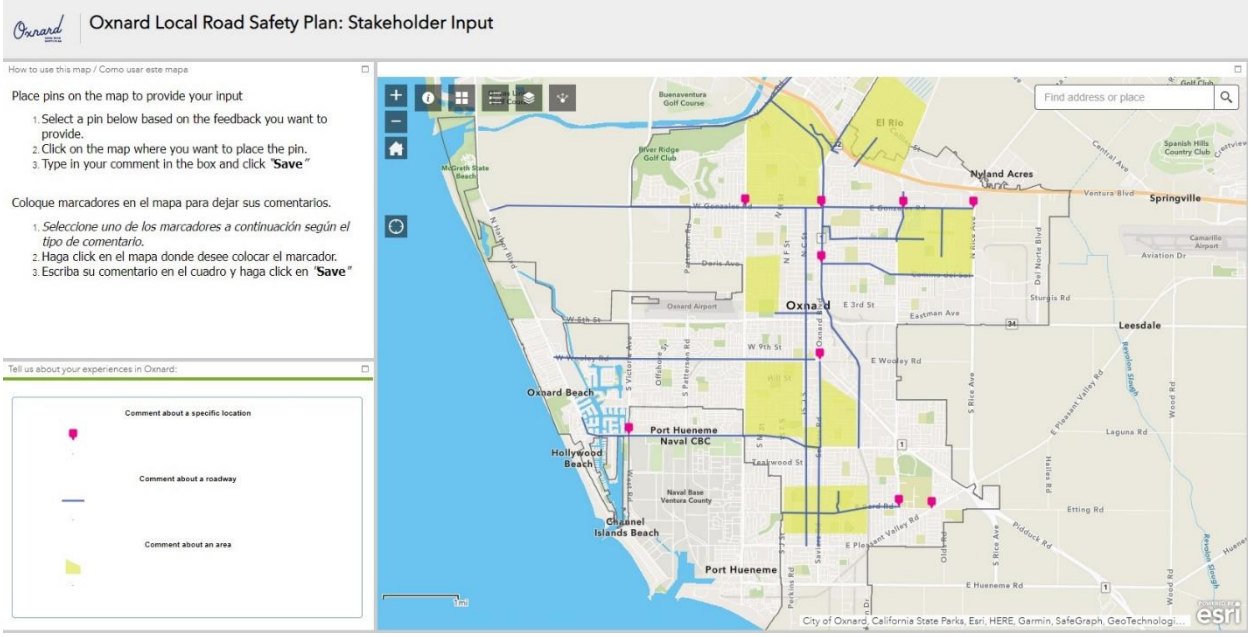
Mentimeter Results:

Imagine you're traveling down the street near your home or business in Oxnard - what are your safety concerns?
Mentimeter
3
Someone driving under the influence
5
Someone driving too fast
2
Lack of bicycle infrastructure
1
Lack of pedestrian crossings
2
Lighting conditions
4
Other
8


How do these collision trends compare to your experience in Oxnard? What was surprising? What wasn't surprising?
Mentimeter
Bus stops at schools
Drivers passing bus with red flashers
Hard to tell magnitude of issues when only seeing percentages and not numbers. Numbers seem low particularly compared to public perception
Rose and Gary intersection
Wrong way riding issues near skate park
The trends align with what I would have expected. The start of each school year seems more chaotic, but then eases off.
For GCTD our peak ridership occurs in from around 3:00 PM - 5:00 PM as the days grow shorter just prior to the time change in October this is when we tend to see the most traffic and accidents.
Have you compared number and type of collisions to roadway classification or intersection types?
Sidewalk issues near schools
5




Mapping Activity Results:



# Oxnard Local Road Safety Plan Stakeholder Meeting #2

**Thursday, April 7**
**3:00 PM – 4:00 PM**

## Notes

1. Introductions
    a. Since our last meeting, what have you noticed while traveling in Oxnard?
        i. More people walking, skateboarding, and biking, including for commuting.
        ii. Less students riding the bus due to COVID-19, and getting dropped off, biking, or walking instead.
        iii. Missing sidewalks in unincorporated parts of El Rio.
            1. Ventura County Public works received grant funding to install sidewalks, crosswalk improvements, and flashing lights for some pedestrian crossings. Construction is expected to begin in 2024.
        iv. Curvy roads have limited visibility for pedestrian crossings.
2. Project Recap and Status Update
    a. Completed safety analysis
    b. Wrapping up countermeasure selection
    c. Working on draft report
3. Emphasis Areas
    a. Collision Hot Spot Locations
        i. Gonzales Road:

**LOCATION:**

Teams Video Call

**ATTENDEES:**

Rita Galvan, Oxnard School District
Corina Cherry, Oxnard Union High School District
Wael Saleh, Rio School District
Lt. Cesar Romero, Oxnard College
Sergeant Rick Vazquez, Oxnard Police Department
Sergeant Rocky Marquez, Oxnard Police Department
Commander Marc Amon, Oxnard Police Department
Corporal Mike Wood, Oxnard Police Department
Austin Novstrup, Gold Coast Transit District
Claire Grasty, VCTC Transit
Amanda Fagan, VCTC Planning
Debbie O'Leary, City of Oxnard
Tatiana Arnaout, City of Oxnard
Steve Brown, Fehr & Peers
Emily Finkel, Fehr & Peers
Rachel Om, Fehr & Peers

1. Support for more pedestrian crossing locations across Gonzales Rd to accommodate pedestrian desire lines.
    a. The recommended pedestrian safety improvements along Gonzales take pedestrian collisions and pedestrian desire lines into consideration.
2. Identified need for pedestrian crossing infrastructure for bus stop west of Rose Ave & Gonzales Rd.
    a. Bus stops are one of the pedestrian generators that are taking into consideration for pedestrian safety improvements.
3. Police Department supportive of retroreflective backplates
    a. This will be noted in the LRSP.

b. Collision Profiles
    i. Identified need for sidewalks in El Rio to support safe routes to school, such as for Rio Real and Rio Plaza Elementary Schools
        1. Will be addressed through Ventura County Public Works grant
    ii. GCTD supportive of curb extensions that could double as bus bulb outs, such as along C Street and Bard Rd, two of GCTD's busiest routes.
        1. This will be noted in the LRSP.

4. Partnership Opportunities
    a. VCTC Transit: ongoing campaign focused on increased awareness of people walking and biking (e.g. remind drivers to look both ways before turning right)
        i. This is a great example to include as part of the educational efforts for the LRSP.
    b. GCTD: ongoing late night safe rides pilot program
        i. GCTD to share flier with Oxnard PD to distribute at sobriety checkpoints
    c. Identified need for funding for school buses
        i. The LRSP will identify a variety of funding sources to support safety. School districts may be eligible to apply for the recently announced

Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: https://californiahvip.org/. The program has a Public School Bus Set-Aside: https://californiahvip.org/wp-content/uploads/2022/03/HVIP-School-Bus-Fact-Sheet.pdf

d. Request for enforcement at school pick up/drop off (school zone speed limit) and for school buses (vehicles not stopping when bus is loading/unloading students)
    i. This partnership opportunity will be documented in the LRSP. This will also be addressed in the City's upcoming Safe Routes to School Program.
e. Oxnard PD: has OTS (bike and pedestrian focus) and OTS STEP grants for enforcement and education programs
    i. This will be noted in the LRSP and is an opportunity for partnership with the City's upcoming Safe Routes to School program.

5. Project Next Steps
    a. Implementation & Evaluation
    b. Draft Local Road Safety Plan

# APPENDIX B
# Existing Efforts Memorandum and Opportunity Areas Matrix

FEHR PEERS

# Memorandum

Date: May 2022

To: Debbie O'Leary, City of Oxnard

From: Rachel Om, Emily Finkel, and Alex Melaragno, Fehr & Peers

**Subject: Oxnard Local Road Safety Plan: State of the Current City Systems and Planning Documents Review**

*LA-3267*

## Existing Safety Efforts

Over the past several years, the City of Oxnard (City) has made investments in roadway safety through project implementation, grant applications, maintenance activities, and adoption of planning documents that identify priorities and future projects. Planning documents that have specific safety-related goals, policies, projects, and recommendations were reviewed to set the foundation for the LRSP. The planning documents include:

- Oxnard General Plan Circulation Element
- Bicycle and Pedestrian Facilities Master Plan (BPMP)
- Downtown Oxnard Vision Plan Charrette Report
- Oxnard Sidewalk Survey Report
- Oxnard Transportation Demand Management (TDM) Plan
- Capital Improvement Plan (CIP)
- Complete Streets Safety Assessment (CSSA)
- Downtown Strategic Plan
- Green Alleys Plan
- Oxnard Corridor Community Transportation Improvement Plan (OCCTIP)

City maintenance programs that are relevant to traffic safety were also reviewed to document safety considerations in routine City functions. The programs include the Streets Division of Public

Works, the Pavement Management System (PMS) Update, the City's Intelligent Transportation System (ITS) Master Plan, and the City's 311 Reporting System.

This summary organizes Oxnard's existing roadway safety efforts into the five categories of a Safe System, as defined by FHWA: safe roads, safe speeds, safe road users, post-crash care and safe vehicles.

Opportunity areas – specific locations where safety improvement opportunities have been identified through multiple prior planning efforts – are identified at the end of this memo. These opportunity areas will be included in the final Local Road Safety Plan.

## Safe Roads

The Safe Roads Element of the Safe System Approach includes the physical design of roadways, including the separation of users in time and space, and whether designs are accommodating to human mistakes and injury tolerance levels. Roadway design projects with a focus on safety enhancements are summarized here.

### Capital Improvement Program (CIP)

The City of Oxnard's 2021 CIP, *Our Assets, Our Safety, Our Future: 2021-2026 City of Oxnard Five Year Capital Improvement Program*, includes the following roadway safety projects:

**Completed or Under Construction (as of May 2022)**

- **Pedestrian Beacon Installation:** Completed in April 2020, new pedestrian crossing flashing beacons and signage along with ADA improvements and crosswalks were implemented in various locations throughout the City.
- **Rose Avenue & Gary Drive New Traffic Signal:** Completed in May 2020, the City installed a new traffic signal and pedestrian ADA improvements and crosswalks at the intersection of Rose Avenue & Gary Drive by Oxnard College.
- **Signal Improvements:** Funded and planned signal upgrade projects in the CIP consist of new signal heads, protected left turn phasing, bicycle detection, and LED lights at five intersections along Oxnard Boulevard and Saviers Road. Expected completion Winter 2022.
- **Sidewalks**: New sidewalks are under design for Rose Avenue from Auto Center Drive to Collins Street. Expected completion Fall 2022. New sidewalks are also planned for Ventura Blvd between Rose Ave and Balboa St. Expected completion is June 2023.
- **Active Transportation Improvements:** The funded active transportation projects in the CIP include Class II and III bicycle lanes, bicycle detection, and pedestrian curb extensions throughout the city. Completed in Winter 2021, new bicycle facility locations include C

Street from W. Gonzales Road to Hueneme Rd. Bicycle lanes are under design for Oxnard Boulevard from US-101 to Gonzales Road. Expected completion is December 2023.

- **Grade Separation:** The City plans to construct grade separation bridge over UPRR tracks, two new signals, bike lanes and sidewalks at Rice Avenue & Fifth Street. Expected completion Summer 2025.

**Additional Projects**

- 4th Street Mobility Improvements: widen sidewalks, upgrade streetlights, install bike facilities, and improve bus stop
- Adaptive traffic signals on Rose Avenue and Gonzales Road for 33 intersections
- Etting Road bike lane and sidewalks
- Hemlock Street curb extensions and pedestrian crossing beacons
- La Colonia bicycle boulevards and green alleys
- Traffic signal modernization at City's 164 signals

## Adopted Plans

The City's Circulation Element, BPMP, OCCTIP, Downtown Vision Plan, Green Alleys Plan, TDM Plan, CSSA, and Oxnard Vision Plan feature infrastructure recommendations that prioritize safer roadway design.

**Circulation Element:** The Circulation Element establishes a goal for safe bicycle and pedestrian circulation throughout the city. For example, the Circulation Element recommends closing gaps in bicycle and sidewalk connectivity and improving ADA compliance at curb ramps and crosswalks.

**Complete Streets Safety Assessment:** The Oxnard Complete Streets Safety Assessment includes a review of existing conditions, a walk audit, and recommendations to improve safety and accessibility for people walking and biking in Oxnard. The CSSA benchmarks key strengths, enhancement areas, and opportunity areas for the City's existing bicycle and pedestrian programs, policies, and practices. Recommendations include curb extension, high visibility crosswalks, sidewalk widening, increasing pedestrian crossing time, and conflict striping at intersections for bike lanes.

**Bicycle and Pedestrian Facilities Master Plan:** The BPMP provides recommendations for Class I, II, and III bicycle facilities throughout Oxnard, as well as ADA improvements, countdown timer pedestrian signal heads, and pedestrian refuge islands. The plan also defines priority bicycle and pedestrian projects for the City to implement as funding becomes available.

**Oxnard Corridor Community Transportation Improvement Plan:** The OCCTIP recommends infrastructure upgrades, such as shared bike lanes, sidewalks, new signals, roundabouts, and ADA improvements, at various locations throughout the city along with funding recommendations.

**Downtown Vision Plan and Downtown Strategic Plan:** The Downtown Vision Plan and Downtown Strategic Plan are important documents in Oxnard's Safe Roads efforts as they feature extensive community engagement and input. These plans identify and recommend opportunities for safer roadway infrastructure specifically in Downtown Oxnard, including complete streets concepts and safe bicycle connectivity in the Downtown core.

**Green Alleys Plan:** The Green Alleys Plan integrates Safe Roads concepts into Oxnard's network of alleyways. This Plan incorporates a shared street approach to alleys by reimagining them as places with pedestrian, bicycle, and community-serving opportunities. Safety improvements outlined in the Green Alleys Plan include signage, bicycle facilities, and pedestrian crossing enhancements, and priority locations include La Colonia, South Winds, and Downtown.

**Oxnard Vision Plan:** As a part of the Southern California Association of Governments HQTA pilot, the Oxnard Vision Plan includes Safe Roads goals of promoting safety, reducing collisions, and supporting multi-modal travel in Downtown Oxnard. Specific infrastructure recommendations in the Oxnard Vision Plan include bicycle facilities, curb extensions, pedestrian scramble crosswalks and other crossing enhancements, and lighting improvements.

**Accessible Sidewalk and Ramp Upgrades:** The 2015 Sidewalk Survey included an inventory of existing sidewalks, curb ramps, and traffic calming devices. The Sidewalk Survey also provides recommendations for high priority areas.

## Grant-Funded Projects

The City of Oxnard has received Active Transportation Program (ATP) and Highway Safety Improvement Program (HSIP) for roadway design projects.

**ATP Grant Funding:** In 2021, Oxnard received funding for a Safe Routes to Schools program and mobility improvements for the 4th Street corridor through the most recent ATP Cycle 5. The Safe Routes to Schools improvements include physical curb extensions, accessible curb ramps, high-visibility crosswalks, roadside signs, traffic pavement markings and striping, and rectangular rapid flashing beacons (RRFBs) at six elementary schools. The Safe Routes to Schools program also includes walkability assessment at 26 schools to identify infrastructure improvements. The mobility improvements for the 4th Street corridor include pedestrian crossing enhancements, bicycle facilities, street lighting, and modified traffic signals.

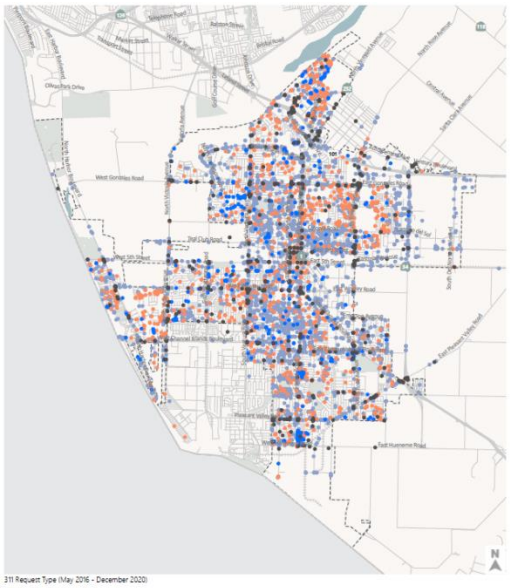
**HSIP Grant Funding:** In 2021, Oxnard received HSIP funding as part of the most recent HSIP Cycle 10 for signal improvements, streetlights, and accessible crossing facilities at ten intersections, as well as pedestrian crossing upgrades near Ramona Elementary School.

### Maintenance Programs

**Streets Division of Public Works:** The Streets Division of Public Works currently employs a reactive approach to repairs, under the philosophy that quickly addressing street maintenance issues avoids negative safety implications that may stem from disrepair. The division focuses on repairing inadequate structures back to their original, intended state. Although much of the Streets Division work is inherently related to safety, the division does not currently prioritize maintenance based on collision or other safety data, nor does it have in place a process for bundling safety improvement projects with maintenance projects for priority safety locations.

**Pavement Management System (PMS):** The PMS evaluates pavement conditions throughout the city and presents budget scenarios for maintaining or improving overall pavement condition. Recommendations range from light maintenance to full reconstruction, the latter of which presents opportunities for bundling maintenance with safety improvements, such as pedestrian crossing enhancements or bicycle lanes. However, this is currently not a feature of the PMS program.

**311 Reporting System:** The City began accepting non-emergency requests and reports through a 311 Reporting System in May 2016. Requests and reports cover a wide range of topics, such as potholes, overgrown landscape, faded street markings, and water waste and leaks, and are routed to the relevant department. Transportation safety-related requests made between May 2016 and December 2020 were reviewed to provide additional context for the collision data. The majority of transportation safety-related requests are concentrated in the central part of the city between Ventura Road and Oxnard Boulevard with the majority of requests related to potholes, signs, and roadway markings.



311 Request Type (May 2016 - December 2020)
- Enforcement Requests
- Roadway Infrastructure (potholes, signs, and markings)
- Streetlight Out
- Signal Issues

## Safe Speeds

The Safe Speeds element of the Safe System Approach focuses on infrastructure and policy changes that specifically target speed as a major factor in collisions and collision severity.

Speed is a major concern for active transportation safety in Oxnard, with the BPMP noting that 64% of bicycle collisions occur on the City's high-speed, high-volume arterial roadways. The City collects speed data and performs a speed limit review every five years, as identified in the CSSA, and as of May 2022, is in the process of conducting a speed survey .

Oxnard's adopted plans contain infrastructure and program recommendations that support Safe Speeds efforts. These include speed radar trailers (BPMP), lane narrowing on Oxnard Boulevard and A Street to encourage slower speeds (Downtown Vision Plan), and a neighborhood pace car to slow down speeders on residential roadways while children walk to school (Sidewalk Survey).

## Safe Road Users

The Safe Road Users element of the Safe System Approach addresses safety from a behavioral perspective by focusing on education, engagement, and enforcement.

### Education

The CSSA notes several ongoing Safe Road Users educational efforts, such as traffic safety education programs led by the Oxnard Police Department and coordination between City departments and school districts to identify safety needs. The BPMP and Sidewalk Survey include Safe Road User recommendations. The BPMP recommends "Share the Road" campaigns that include the distribution of educational flyers and the creation of a multi-modal access guide. The Sidewalk Survey recommends staff and agency training on street safety topics such as pedestrian design treatments, and open street events where educational materials about Safe Road Users concepts may be distributed.

### Enforcement

Enforcement measures, both traditional and innovative, to equitably serve the goal of Safe Road Users have been highlighted in Oxnard's BPMP and Sidewalk Survey. Innovative policies include targeted enforcement in high collision areas or areas with high active transportation volumes, as well as concentrated enforcement during the start of the school year. Coordination between City staff, the public, and the Police Department are also noted as innovative enforcement opportunities to serve the Safe Road Users element. On the more traditional side, the Sidewalk Survey includes recommendations for increased driver fines, speed enforcement in school zones, and speed radar trailers, which establish a nexus between the Safe Road Users and Safe Speeds elements.

### Grant-Funded Programs

The upcoming Safe Routes to Schools program, described under Safe Roads, also includes bicycle and pedestrian safety educational workshops, bicycle and pedestrian rodeos, and coordination with Oxnard Police Department to develop action plans for 26 schools, including the six schools receiving infrastructure improvements. The Oxnard Police Department also received Office of Traffic Safety (OTS) grant funding for educational outreach on bicycle and pedestrian safety and enforcement, safety items for distribution, and enforcement of bicycle and pedestrian safety violations. The grant funding also allocates funds to the Police Department to target DUIs with

sobriety checkpoints and educational campaigns (e.g. "Know Your Limit"), distracted driving, motorcycle safety, and traffic violations.

## Post-Crash Care

While much of the Safe System Approach centers on collision prevention, Post-Crash Care is an important element in reducing fatalities or life-changing complications when collisions do occur. Within road design, Post-Crash Care involves the balance of prioritizing access for active transportation modes while considering emergency vehicle access needs.

As a Post-Crash Care baseline, the CSSA notes that City staff review collision reports monthly, as well as whenever requests are made for infrastructure improvements. The Sidewalk Survey also recommends the City use collision data to monitor collision trends and collaborate with the Police Department, first responders, and health professionals to develop more efficient reporting and robust datasets to drive post-crash analysis. The City's ITS Master Plan includes a goal to improve public safety and incident response times by including investments, such as emergency vehicle pre-emption, as part of signal and infrastructure upgrades.

## Safe Vehicles

Some existing and emerging on-board vehicle technologies require investments in public infrastructure in order to function properly. For example, lane departure warning technology, common on newer vehicles, requires regular maintenance of roadway striping and the use of highly retroreflective materials to maximize effectiveness. The City's pavement management system and resurfacing program would support the effectiveness of this technology. Emerging Vehicle-to-Infrastructure (V2I) technologies will likely require integration with existing infrastructure, and the City's ITS Master Plan includes emergency vehicle pre-emption and transit signal priority investments for each phase of the plan.

In addition to technological and infrastructure investments, the City of Oxnard has made safety interventions that recognize the role particular vehicles play in safer roadways. In 2019, the City re-routed trucks away from Oxnard Boulevard in Downtown Oxnard based on concerns of narrow streets and tight turns.

## Opportunity Areas

Based on the planning documents review, fifteen opportunity areas were selected to form a baseline for priority safety improvements in the city. While all safety-related planning documents were reviewed, not all plans are represented in the final list of opportunity areas. Corridors and intersections that meet at least one of the following selection criteria were selected as opportunity areas:

- Mentioned in three or more plans
- Existing conditions were verified through field visits
- Majority of proposed improvements are related to safety
- Located outside of the Downtown Oxnard area to provide citywide geographic coverage as most other plans were focused on the central area of the City and the Oxnard Corridor

The opportunity areas were identified in their respective plans through data analysis, field visits, and community engagement. Most locations contain several distinct safety recommendations, and some components of those recommendations may have confirmed funding though the CIP.

The fifteen locations are listed below and the detailed Opportunity Areas Matrix is presented in the **Appendix**.

- Oxnard Boulevard from Esplanade Drive to Wooley Road
- C Street from Gonzales Road to Channel Islands Boulevard
- 5th Street from C Street to Rice Avenue
- B Street from 3rd Street to Wooley Road
- A Street from Colonia Road to Wooley Road
- Wooley Road from Harbor Boulevard to Rice Avenue
- Esplanade Drive from Vineyard Avenue to Oxnard Boulevard
- Mandalay Beach Road from Falkirk Avenue to Costa de Oro
- Saviers Road from Thomas Avenue to Yucca Street
- Oxnard Bouelvard from Wooley Road to Pleasant Valley Road
- Oxnard Boulevard & 1st Street
- Oxnard Boulevard & Colonia Road
- Pacifica High School & Gonzales Road
- Oxnard Boulevard & 5th Street/7th Street
- Wooley Road & E Street/C Street

# Appendix: Opportunity Areas Matrix

| Location | Type | 2030 General Plan | BPFMP | OCCTIP | HOTA/Oxnard Vision Plan | Downtown Strategic Plan | Downtown Vision Plan | Oxnard TDM Plan | Oxnard CSSA | Green Alleys Plan | Sidewalk Survey Report | Recommendations |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Oxnard Boulevard**<br>*Esplanade Dr to Wooley Rd* | Corridor | | ● | ● | ● | ● | ● | | | ● | | ▪ Bicycle Enhancements<br>▪ Signal Upgrades<br>▪ Pedestrian Crossing Enhancements<br>▪ Sidewalk Upgrades<br>▪ Lane Narrowing<br>▪ Lighting<br>▪ Green Alleys |
| ***C Street***<br>*Gonzales Rd to Channel Islands Blvd* | Corridor | | ● | | ● | ● | | | | ● | | ▪ Bicycle Enhancements<br>▪ Lane Narrowing<br>▪ Lighting<br>▪ Speed Limit Modification<br>▪ Pedestrian Crossing Enhancements<br>▪ Green Alleys |
| **5th Street**<br>*C St to Rice Ave* | Corridor | | ● | ● | ● | | | | | ● | | ▪ Pedestrian Crossing Enhancements<br>▪ Bicycle Enhancements<br>▪ Lane Narrowing<br>▪ Green Alleys |
| **B Street**<br>*3rd St to Wooley Rd* | Corridor | | | | ● | ● | | | | ● | ● | ▪ Bicycle Enhancements<br>▪ Lighting<br>▪ Pedestrian Crossing Enhancements<br>▪ Sidewalk Upgrades<br>▪ Green Alleys |
| **A Street**<br>*Colonia Rd to Wooley Rd* | Corridor | | | | ● | ● | ● | | | ● | | ▪ Bicycle Enhancements<br>▪ Lighting<br>▪ Pedestrian Crossing Enhancements<br>▪ Sidewalk Upgrades<br>▪ Green Alleys |
| **Oxnard Boulevard** & **1st** | Intersection | | | | | | | | ● | | | ▪ Protected Left Turns<br>▪ Pedestrian Crossing Enhancements<br>▪ Curb Extensions<br>▪ Lighting<br>▪ Upgraded Signage & Markings |
| **Wooley Road**<br>*Harbor Blvd to Rice Ave* | Corridor | | ● | | | | | | ● | ● | | ▪ Bicycle Enhancements<br>▪ Green Alleys |
| **Oxnard Boulevard** & **Colonia Road** | Intersection | | | | | | | | ● | | | ▪ Pedestrian Crossing Enhancements<br>▪ Curb Extensions<br>▪ Pavement Marking<br>▪ Slip Lane Closure<br>▪ Upgraded Signage & Markings<br>▪ Right Turn Restrictions |
| **Pacifica High School** & **Gonzales Road** | School | | | | | | | | ● | | | ▪ Sidewalk Upgrades<br>▪ Pedestrian Crossing Enhancements<br>▪ Curb Extensions<br>▪ Speed Feedback Signs<br>▪ Signalization<br>▪ Lane Narrowing<br>▪ Bicycle Enhancements |
| **Oxnard Boulevard** & **5th, 7th St** | Intersection | | | | | | | | ● | | | ▪ Protected Left Turns<br>▪ Pedestrian Crossing Enhancements<br>▪ Sidewalk Enhancements<br>▪ Curb Extensions<br>▪ Upgraded Signage & Markings |
| **Wooley Road** & **E Street, C Street** | Intersection | | | | | | | | ● | | | ▪ Sidewalk Upgrades<br>▪ Pedestrian Crossing Enhancements<br>▪ Curb Extensions<br>▪ Left Turn Restrictions<br>▪ Protected Left Turns |
| **Esplanade Drive**<br>*Vineyard Ave to Oxnard Blvd* | Corridor | | | | | | | | | | ● | ▪ Pedestrian Crossing Enhancements |
| **Mandalay Beach Road**<br>*Falkirk Ave to Costa de Oro* | Corridor | | | | | | | | | | ● | ▪ Pedestrian Crossing Enhancements |
| **Saviers Road**<br>*Thomas Ave to Yucca St* | Corridor | | | | | | | | | | ● | ▪ Pedestrian Crossing Enhancements<br>▪ Curb Extensions |
| **Oxnard Boulevard**<br>*Wooley Rd to Pleasant Valley Rd* | Corridor | | | ● | | | | | | | | ▪ Bicycle Enhancements<br>▪ Pedestrian Crossing Enhancements<br>▪ Sidewalk Upgrades<br>▪ Signalizations<br>▪ Road Diet |

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# APPENDIX C
# Collision Analysis Memo & Crossroads Data Management Plan

SPEED
LIMIT
35

# Memorandum

Date: January 6, 2022

To: Debbie O'Leary

From: Rachel Om, Emily Finkel, and Steve Brown

**Subject: Collision History and Data Collection/Assessment Memorandum**

*LA21-3267*

Chapter 2 of Caltrans' Local Roadway Safety Manual (LRSM) instructs safety practitioners to "consider a wide range of data sources to get an overall picture of the safety needs." Collision data and contextual data were collected and analyzed as part of this plan, as well as anecdotal input from City staff and community stakeholders.

This memorandum summarizes the results of a comprehensive collision analysis for the City of Oxnard, which will inform project prioritization and countermeasure selection for the City. This analysis reflects injury collisions that occurred on City of Oxnard roadways (excluding grade-separated facilities, such as US-101 and portions of SR-1) between 2016 and 2020 according to the Transportation Injury Mapping System (TIMS) and the City of Oxnard Record Management System (RMS) database as of August 23, 2021.

TIMS reports injury collisions from the Statewide Integrated Traffic Records System (SWITRS), and the City of Oxnard RMS includes injury and property damage only collisions that are reported to SWITRS. Both collision datasets were reviewed to create a comprehensive collision dataset for this analysis[1]. The final collision dataset is primarily comprised of collisions from the TIMS dataset because the collision dataset from the City's RMS was not fully geocoded. Collisions where someone was killed or severely injured (KSI) that were in the City's RMS, but not reported to TIMS due to data processing issues, were manually added to the TIMS dataset. To improve the collision reporting process, the City is implementing the Crossroads Software Collision Report Writer; details about this effort will be in the Crossroads data management plan.

[1] Collision data were not directly downloaded from SWITRS because TIMS geocodes all the collisions with sufficient location information in SWITRS.

*Collision Database Limitations*

In general, collision databases have been found to have certain reporting biases, including:

- Collisions involving people walking, on bicycles, or on motorcycles are less likely to be reported than collisions only involving people driving[2].
- Property damage only collisions are less likely to be reported[3].
- Younger victims are less likely to report collisions[3].
- Alcohol-involved collisions may be under-reported[4].

Race, income, immigration status, and English proficiency may also impact reporting, but there is limited research on these factors. In Oxnard, the majority of the population is Hispanic (73%) followed by Non-Hispanic White (13%), Asian (8%), and Black (2%)[5]. The median household income is $78,981 whereas the Oxnard-Thousand Oaks-Ventura metro area median household income is $92,236[6]. Approximately 34 percent of Oxnard residents are foreign-born[7], and 18 percent are not U.S. citizens[8].

*Summary of Trends*

With the above reporting biases in mind, this analysis identified several collision trends and risk factors in Oxnard, including:

- People walking and biking are more likely to be killed or severely injured in a collision. More than half of collisions involving a fatality involved someone walking or biking.
- Drugs or alcohol increased the likelihood that a collision will be more severe.
- Unsafe speeding accounted for nearly a quarter of all injury collisions
- Bicycle and pedestrian collisions primarily occurred during the PM peak period, and late at night, when visibility is limited and people may be traveling at higher speeds.[9]

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[2] Winters, M., Branion-Calles, M. (2017) *Cycling safety: Quantifying the underreporting of cycling incidents in Vancouver, British Columbia*. Journal of Transport & Health.

[3] Imprialou, M-I. and Quddus, M.A. (2017). *Crash data quality for road safety research: current state and future directions*. Accident Analysis and Prevention.

[4] Miller T.R., Gibson R., Zaloshnja E., Blincoe L.J., Kindelberger J., Strashny A., Zhang Y. Annals of Advances in Automotive Medicine/Annual Scientific Conference. Association for the Advancement of Automotive Medicine; Barrington, IL, USA: 2012. Underreporting of driver alcohol involvement in United States police and hospital records: Capture-recapture estimates.

[5] U.S. Census Bureau. (2019). *2019 American Community Survey 1-Year Estimates Table B03002*.

[6] U.S. Census Bureau. (2019). *2019 American Community Survey 1-Year Estimates Table B19001*.

[7] U.S. Census Bureau. (2019). *2015 - 2019 American Community Survey 5-Year Estimates Table B05006.*

[8] U.S. Census Bureau. (2019). *2015 – 2019 American Community Survey 5-Year Estimates Table C05001.*

[9] National Highway Traffic Safety Administration National Center for Statistics and Analysis (2007) *Passenger Vehicle Occupant Fatalities by Day and Night – A Contrast*. Traffic Safety Facts Research Note.

- Bicycle and pedestrian collisions that occurred in the middle of the night, such as between 3 AM – 6 AM, were more likely to result in a fatality or severe injury.
- Pedestrians crossing outside of a marked crossing accounted for over half of the pedestrian-involved collisions that resulted in a fatality or severe injury.
- Nearly 90 percent of collisions occurred within an intersection sphere of influence[10], and approximately 31 percent of those collisions occurred where a primary road intersects with a minor road.
- Nearly 70 percent of collisions that occurred at a signalized intersection were at an intersection without fully protected left turn phases.

The following sections present citywide collision trends, collision hot spots, and a systemic analysis that pairs contextual factors with collision attributes.

## Collision Landscape

From 2016 to 2020, there were 4,751 injury collisions of which 259 collisions (5%) with victims killed or severely injured (KSI, additional details in the green box). On average, 12 people were killed each year in Oxnard by traffic violence. **The number of injury collisions increased from 2016 to 2017 and 2018, then generally trended in 2020** (Figure 1). Travel patterns in 2020 shifted due to the COVID-19 pandemic as people were working and attending school remotely and are likely not representative of longer-term typical conditions. Travel patterns may continue to shift as people return to previous travel patterns or establish new travel patterns.

**Killed or Severely Injured in a Collision**

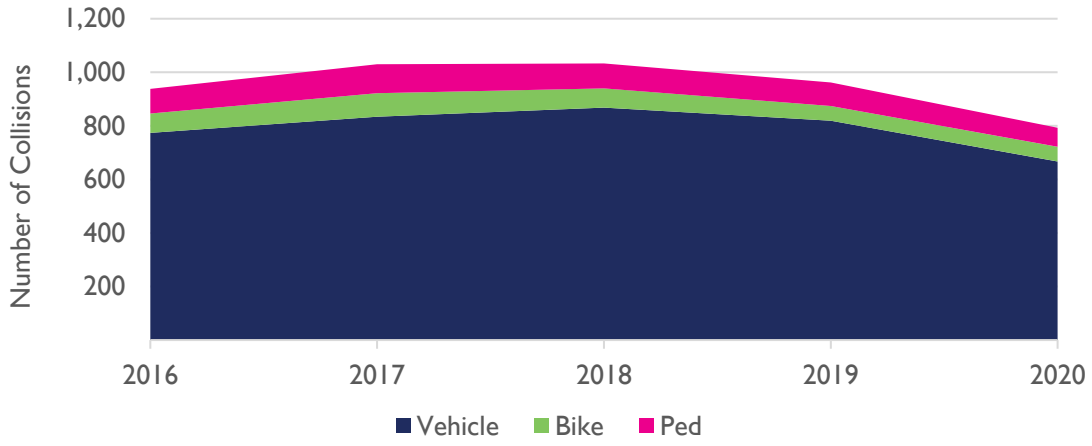
Severe injuries resulting from a traffic collision can result in a number of catastrophic impacts, including permanent disability, lost productivity and wages, and ongoing healthcare costs. These injuries can include:

- Broken or fractured bones
- Dislocated or distorted limbs
- Severe lacerations
- Severe burns
- Skull, spinal, chest or abdominal injuries
- Unconsciousness at or when taken from the collision scene

Throughout this plan, the acronym KSI is used to denote collisions where someone was killed or severely injured.

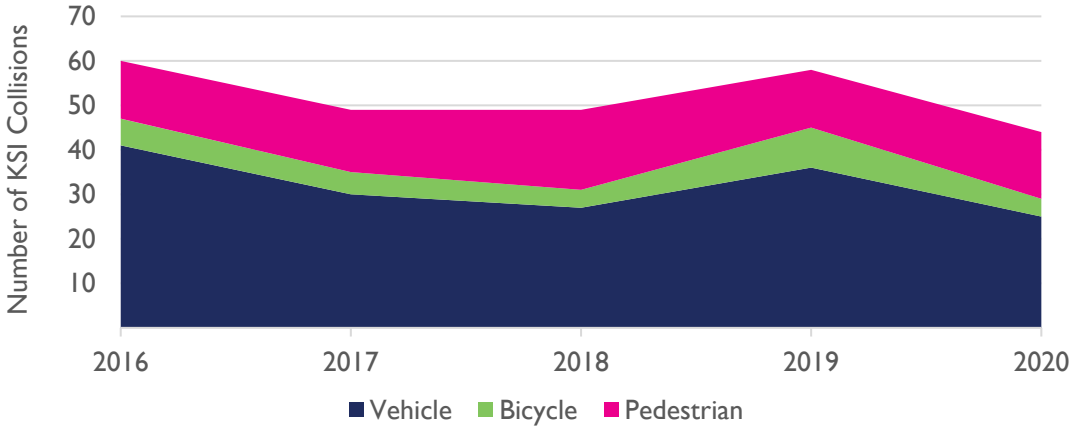
[10] The intersection area of influence was defined as a 50-foot radius around minor intersections and a 250-foot radius around major intersections.

**Figure 1 – Injury Collisions by Year by Mode (2016 – 2020)**




**From 2016 to 2019, the number of KSI collisions trended inversely to the number of injury collisions where KSI collisions decreased in 2017 and 2018 but increased in 2019** (Figure 2). KSI collisions followed the same pattern as total injury collisions with a decrease in 2020. Collisions involving a pedestrian are disproportionately represented in KSI collisions as these collisions make up a larger share of KSI collisions compared to total injury collisions. Similar to the five-year trend, KSI collisions accounted for 5% - 6% of total injury collisions each year.

**Figure 2 – KSI Collisions by Year by Mode (2016 – 2020)**

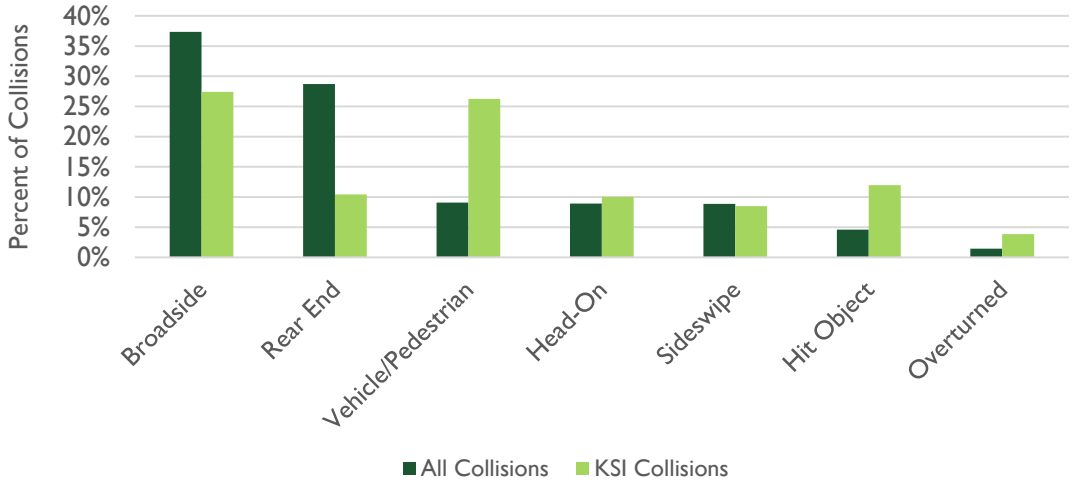


*Collision Characteristics*

The most common collision types in Oxnard were Broadside (37%), Rear End (29%), and Head-On (9%), Sideswipe (9%), and Vehicle/Pedestrian (9%) (

Figure 3). **For KSI collisions, Broadside collisions were most common (27%), followed by Vehicle/Pedestrian (26%) and Hit Object collisions (12%). This trend further illustrates the disproportionate share of KSI collisions involving pedestrians in Oxnard.** Hit Object collisions were also more likely to result in a KSI compared to other common collision types.

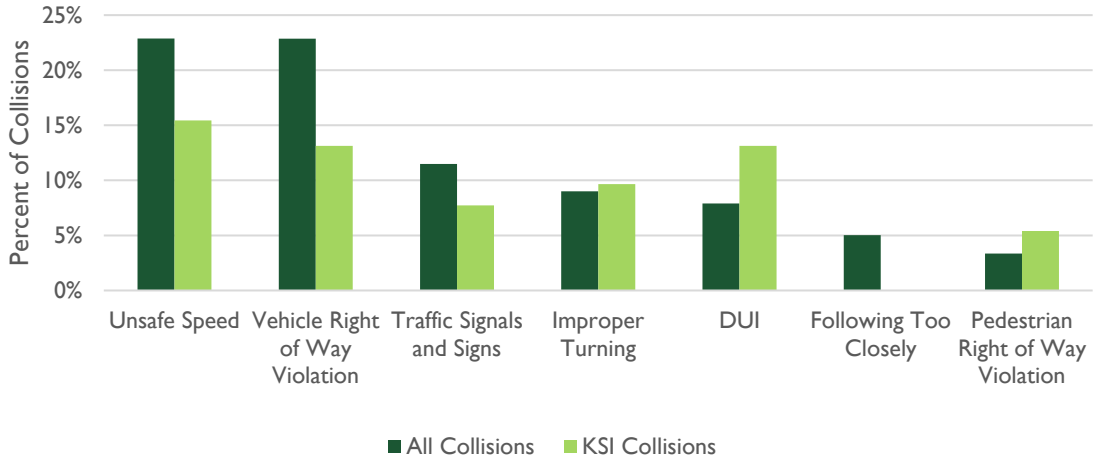
**Figure 3 – Injury Collisions by Collision Type (2016 – 2020)**



Collision reports note a Primary Collision Factor (PCF), which is the reporting officer's determination of the primary cause, or violation, of the collision. **In Oxnard, the most common violations were Unsafe Speed (23%), Vehicle Right of Way Violation (23%), and Traffic Signals and Signs (11%),** per Figure 4. The majority of Vehicle Right of Way violations included drivers not yielding after left turn or U-turn, drivers not yielding at stop sign, and drivers not yielding to oncoming traffic when entering or crossing the road from property or alley. The majority of Traffic Signals and Signs violations included drivers not stopping at line or stop bar.

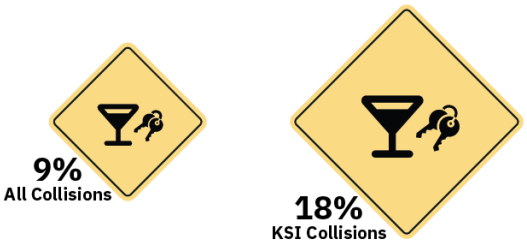
**For KSI collisions, the most common violations were Unsafe Speed (15%), Pedestrian Violation (14%), Driving/Bicycling Under the Influence (13%), and Vehicle Right of Way Violation (13%).** The Pedestrian Violation PCF indicates that the pedestrian violated a rule of the road, such as crossing on a red signal, as opposed to the Pedestrian Right of Way Violation PCF (4%), where the driver violates the pedestrian's right of way.

**Figure 4 – Injury Collisions by Violation (2016 – 2020)**




A driver under the influence of alcohol and/or drugs increases the likelihood of a collision resulting in a severe injury or a fatality (Figure 5). **While nine percent of all collisions involved drugs or alcohol, 18 percent of KSI collisions involved drugs or alcohol.**

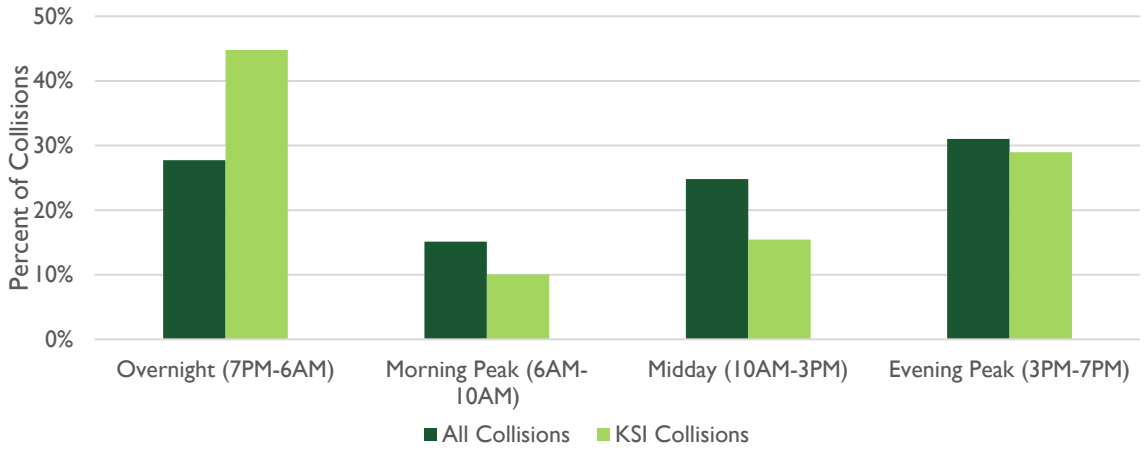
**Figure 5 – DUI Injury Collisions for All and KSI Collisions**



Studying the timing of collisions can provide context about the surrounding traffic and lighting conditions, which informs the selection of countermeasures. **The highest share of all collisions occurred between 3 PM and 7 PM, which is when many people are returning from work and school** (Figure 6). The number of collisions occurring between 3 PM and 7 PM may also be affected by seasonal changes, such as Daylight Savings Time, which can influence visibility as people's commutes shift from being before to after sunset.

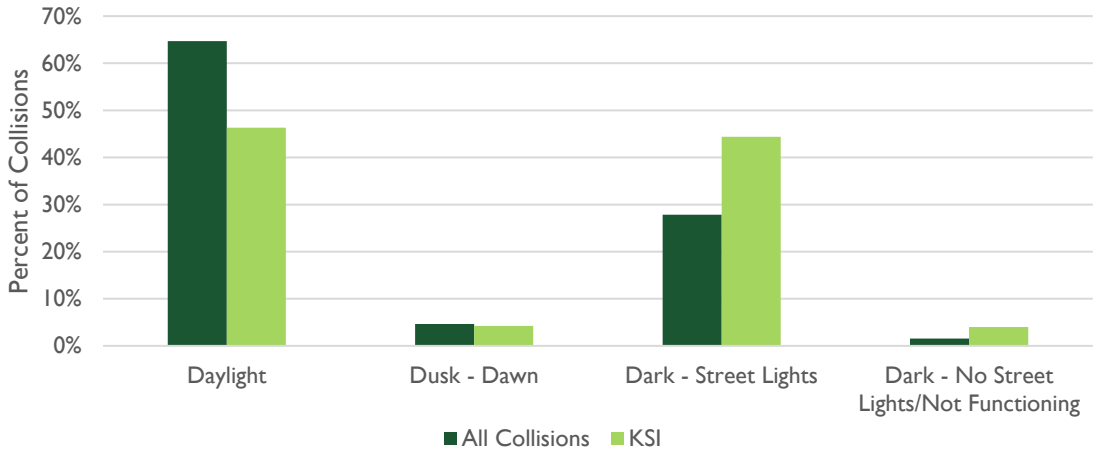
**The highest share of KSI collisions occurred between 7 PM and 6 AM, which may indicate there may be night-related issues, such as visibility and speeding when fewer cars are on the road.**

**Figure 6 – Injury Collisions by Time of Day (2016 – 2020)**




Roadway lighting conditions can influence the visibility of roadway users, especially pedestrians and bicyclists, and road infrastructure. **While 30 percent of all collisions occurred during nighttime, nighttime collisions accounted for 48 percent of KSI collisions** (Figure 7).

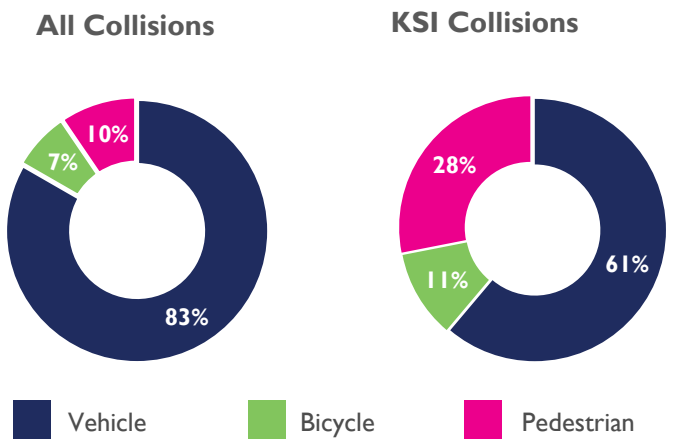
**Figure 7 – Injury Collisions by Lighting Conditions (2016 – 2020)**



*Collision Characteristics by Mode*

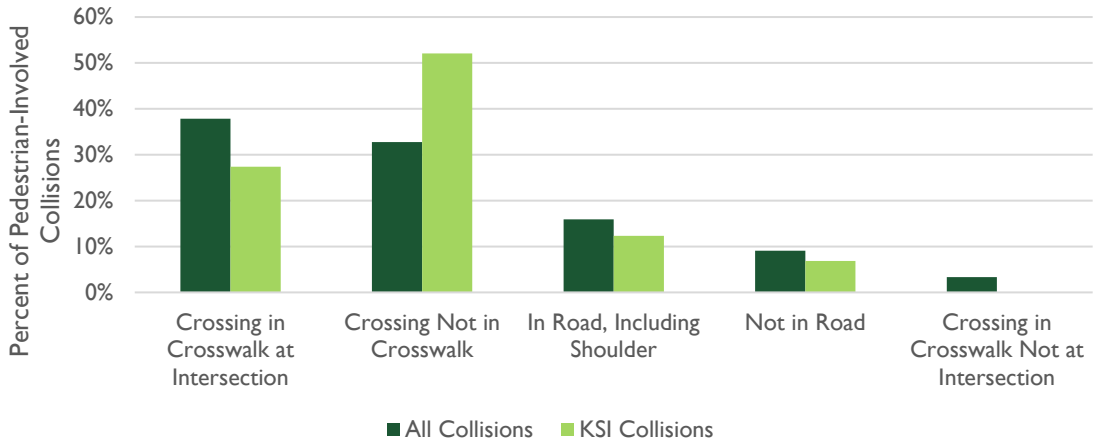
**People walking and biking were involved in 17 percent of total collisions but 39 percent of KSI collisions** (Figure 8). People walking were particularly over-represented in KSI collisions, as they were involved in ten percent of all collisions but 28 percent of KSI collisions. Additionally, 52 percent of the City's fatal collisions involved either a bicyclist or a pedestrian.

**Figure 8 – Injury Collisions by Mode (2016 – 2020)**



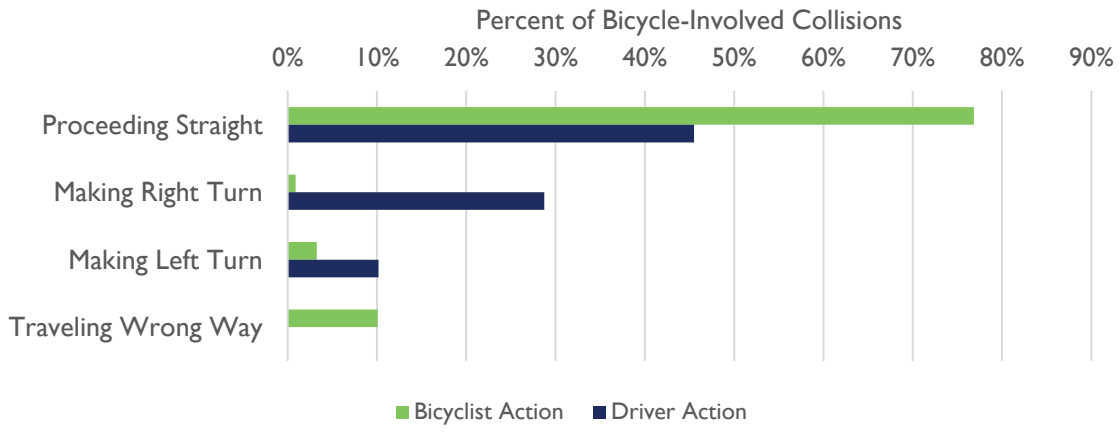

**A large share of injuries to people walking occurred when people were crossing in the crosswalk at an intersection (38%) or crossing not in a crosswalk (33%)**, per Figure 9. For KSI collisions, pedestrians crossing not in a crosswalk made up the largest share (52%) of pedestrian-involved KSI collisions. Collisions where people crossed the street outside of crosswalks and walked in the road may indicate that there are unmet pedestrian desire lines and could be evaluated to identify potential locations for new crosswalks and sidewalks.

**Figure 9 – Pedestrian Action Preceding Injury Collision (2016 – 2020)**



**In collisions involving someone biking, the majority of people biking were either proceeding straight (77%) or traveling the wrong way on the road (i.e. traveling against the flow of vehicular traffic; 10%) before the collision occurred** (Figure 10). **The majority of people driving were also proceeding straight (46%) followed by making either a right turn (29%) or left turn (10%).** Collisions involving a turning movement may indicate a need to increase drivers' awareness of bicyclists by increasing the visibility of bicyclists with signage and striping.

**Figure 10 – Movement Preceding Collision for Bicycle-Involved Injury Collisions (2016 – 2020)**

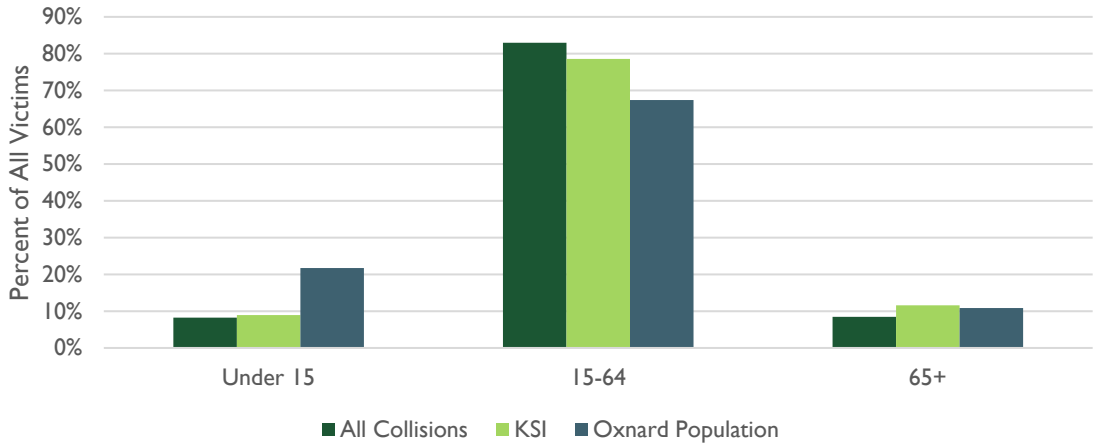



Appendix A presents detailed tables that summarize the top violations, crash types, time of day, and driver movement at fault for all collisions and KSI collisions for all injury collisions and by mode.

*Victim Profile*

**The collision data indicate that vulnerable age groups (under 15 and 65+ years of age) have not experienced a significantly disproportionate share of all collisions in Oxnard.** People under the age of 15 make up 22 percent of the City's population but represent less than ten percent of all injury and KSI collisions (Figure 11). People 65 years and older make up 11 percent of the City's population but represent 8 percent of all collisions and 12 percent of KSI collisions. People under the age of 15 or over the age of 65 are generally not part of the driving population and are walking, biking, or taking transit. Younger victims are less likely to report collisions, and collisions involving people walking or biking are less likely to be reported[11,12]. Therefore, safety improvements should still be considered with people in vulnerable age groups in mind.

**Figure 11 – Victims by Age Compared to Census Data (2016 – 2020)**

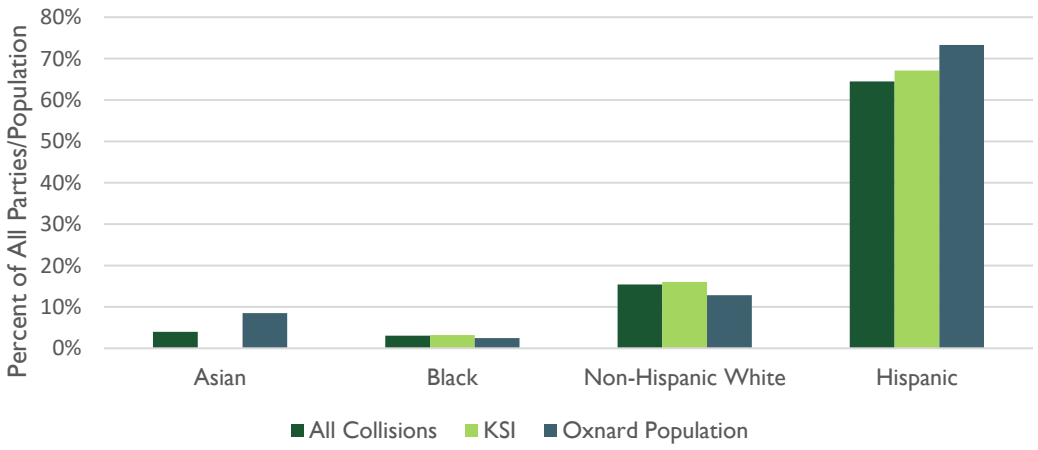



[11] Imprialou, M-I. and Quddus, M.A. (2017). *Crash data quality for road safety research: current state and future directions*. Accident Analysis and Prevention.

[12] Winters, M., Branion-Calles, M. (2017) *Cycling safety: Quantifying the underreporting of cycling incidents in Vancouver, British Columbia*. Journal of Transport & Health.

In collision reports, race is reported at the party level and determined at the discretion of the reporting officer. This means that if people of multiple races are present in a vehicle, only the driver's race will be reported. **The distribution of parties by race generally reflects the racial makeup of Oxnard** (Figure 12). Parties identified as Non-Hispanic White are slightly overrepresented in collisions as people identified as Non-Hispanic White account for 15 percent of parties in all collisions, 16 percent of parties in KSI collisions, and 13 percent of the population of Oxnard. Parties identified as Hispanic account for a smaller share of parties of all collisions (64%) and KSI collisions (67%) compared to the population of Oxnard (73%). Race, income, immigration status, and English proficiency may impact collision reporting, but there is limited research on these factors.

**Figure 12 – Parties by Race compared to Census Data (2016 – 2020)**



*Collisions by Neighborhood*

The City of Oxnard has 61 designated neighborhoods, and 97 percent of collisions occurred in one of these designated neighborhoods. Table 1 through Table 4 list the top five neighborhoods for all injury, KSI, bicycle-involved, and pedestrian-involved collisions. The highest share of all injury collisions (8%) and KSI collisions (7%) occurred in the Kamala Park neighborhood. The highest share of bicycle-involved (11%) and pedestrian-involved collisions (8%) also occurred in the Kamala Park neighborhood. **For each collision category, the top five neighborhoods are located around Downtown Oxnard and the surrounding central area of the city.** For all injury collisions, the top five neighborhoods cover ten percent of the city area but account for 25 percent of citywide collisions. In addition to Downtown Oxnard generating a lot of activity with the Oxnard Transit Center and commercial areas, the central area of Oxnard also has a denser roadway network with many alleys and minor roadways intersecting major roadways, such as Oxnard Boulevard, compared to other parts of the city. A full collision summary by neighborhood can be found in Appendix B.

**Table 1 – All Injury Collisions by Neighborhood (2016 – 2020)**

| Neighborhood | Percent of City Area | Total Injury Collisions | Percent of Total Collisions |
|---|---|---|---|
| Kamala Park | 2% | 364 | 8% |
| Five Points Northeast | 2% | 162 | 3% |
| La Colonia | 2% | 207 | 4% |
| Pacific Avenue Commercial Area | 3% | 268 | 6% |
| Wilson | 1% | 210 | 4% |

**Table 2 – KSI Collisions by Neighborhood (2016 – 2020)**

| Neighborhood | Percent of City Area | KSI Collisions | Percent of Total KSI Collisions |
|---|---|---|---|
| Kamala Park | 2% | 19 | 7% |
| Five Points Northeast | 2% | 15 | 6% |
| La Colonia | 2% | 12 | 5% |
| Pacific Avenue Commercial Area | 3% | 10 | 4% |
| Wilson | 1% | 10 | 4% |

**Table 3 – Bike Collisions by Neighborhood (2016 – 2020)**

| Neighborhood | Percent of City Area | Bike Collisions | Percent of Bike Collisions | KSI Bike Collisions | Percent of KSI Bike Collisions |
|---|---|---|---|---|---|
| Kamala Park | 2% | 38 | 11% | 3 | 11% |
| Pacific Avenue Commercial Area | 3% | 25 | 7% | 0 | 0% |
| Wilson | 1% | 22 | 6% | 2 | 7% |
| Sea Air | 1% | 18 | 5% | 3 | 11% |
| Five Points Northeast | 2% | 17 | 5% | 3 | 11% |

**Table 4 – Pedestrian Collisions by Neighborhood (2016 – 2020)**

| Neighborhood | Percent of City Area | Ped Collisions | Percent of Ped Collisions | KSI Ped Collisions | Percent of KSI Ped Collisions |
|---|---|---|---|---|---|
| Kamala Park | 2% | 38 | 8% | 6 | 8% |
| Wilson | 1% | 31 | 7% | 5 | 7% |
| La Colonia | 2% | 23 | 5% | 6 | 8% |
| Five Points Northeast | 2% | 20 | 4% | 6 | 8% |
| Hobson Park East | 1% | 20 | 4% | 2 | 3% |

## Hot Spot Analysis

We used a collision mapping process to identify the top intersections and corridors that account for a disproportionate share of collisions. In safety analyses, locations with a higher number of crashes are often referred to as "hot spots"[13]. The term "hot spot" is used throughout this report to differentiate the conventional, more reactive approach that looks at observed crash patterns from the more proactive systemic analysis approach. The top ten intersections were identified for all injury collisions, weighted collisions, and collisions per million entering vehicles. The top ten roadway segments were identified for all injury collisions, weighted collisions, and collisions per million vehicle miles traveled. Intersections and roadway segments with less than three collisions were omitted for this analysis.

[13] U.S. Department of Transportation Federal Highway Administration. (2018). *Guidebook on Identification of High Pedestrian Crash Locations.*

*Intersections*

To associate collisions to intersections, a set of non-overlapping areas of influence were generated based on a 50-foot radius around minor intersections and a 250-foot radius around major intersections[14]. Major intersections are defined as intersections where a primary road meets a primary, secondary, or minor road and where a secondary road meets a secondary or minor road.

### Total Injury Collisions

The ten intersections with the highest number of total injury collisions are at major intersections, which have relatively high traffic volumes and increased exposure (Table 5). Figure 13 illustrates the total injury collisions by intersection with the top ten intersections highlighted in blue. Appendix C summarizes the top ten intersections for six intersection classifications:

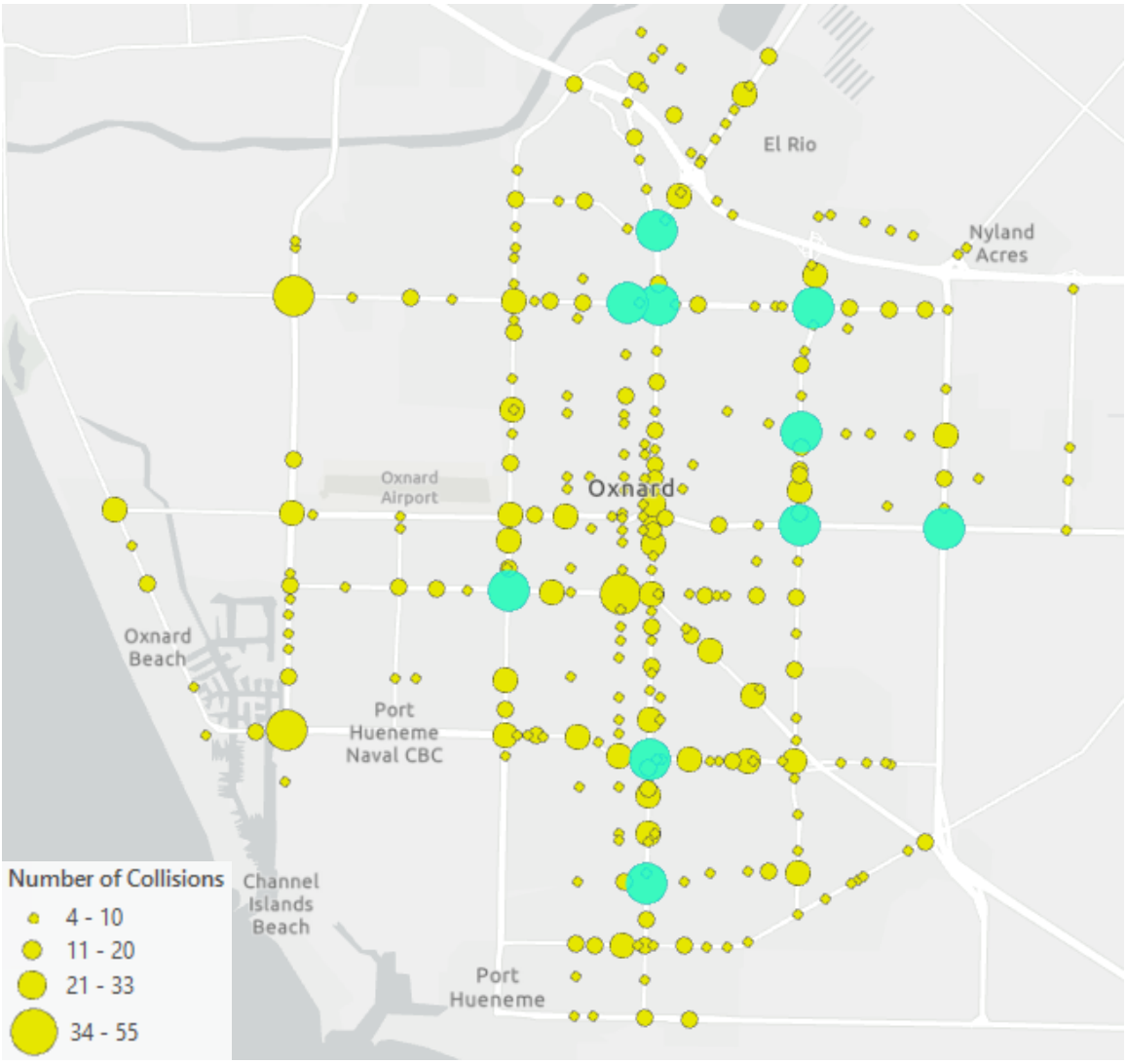
- Primary-Primary
- Primary-Secondary
- Primary-Minor
- Secondary-Secondary
- Secondary-Minor
- Minor-Minor

**Table 5 – Top Ten Intersections by Total Collisions (2016 – 2020)**

| Intersection Name | Intersection Classification | Total Injury Collisions | KSI Collisions |
|---|---|---|---|
| E Gonzales Rd & N Rose Ave | Primary-Secondary | 55 | 0 |
| Wooley Rd & Ventura Rd | Secondary-Secondary | 46 | 0 |
| W Bard Rd & Saviers Rd | Primary-Secondary | 45 | 2 |
| N Vineyard Ave & Oxnard Blvd | Primary-Primary | 43 | 1 |
| E Fifth St & S Rice Ave | Primary-Primary | 40 | 1 |
| E Fifth St & S Rose Ave | Primary-Secondary | 40 | 0 |
| N C St & W Gonzales Rd | Primary-Secondary | 39 | 1 |
| W Channel Islands Blvd & Saviers Rd | Primary-Primary | 38 | 0 |
| S Victoria Ave & W Channel Islands Blvd | Primary-Secondary | 37 | 2 |
| N Rose Ave & Camino Del Sol | Secondary-Secondary | 37 | 2 |

[14] The radius for minor intersections was determined by the length of centerline striping at stop-signs, and the radius for major intersections was determined by the length of the striping for left-turn turn pockets.

**Figure 13 – Intersections by Total Injury Collisions (2016 – 2020)**




Note: The top ten intersections with the highest number of injury collisions are highlighted in blue.

## Weighted Score

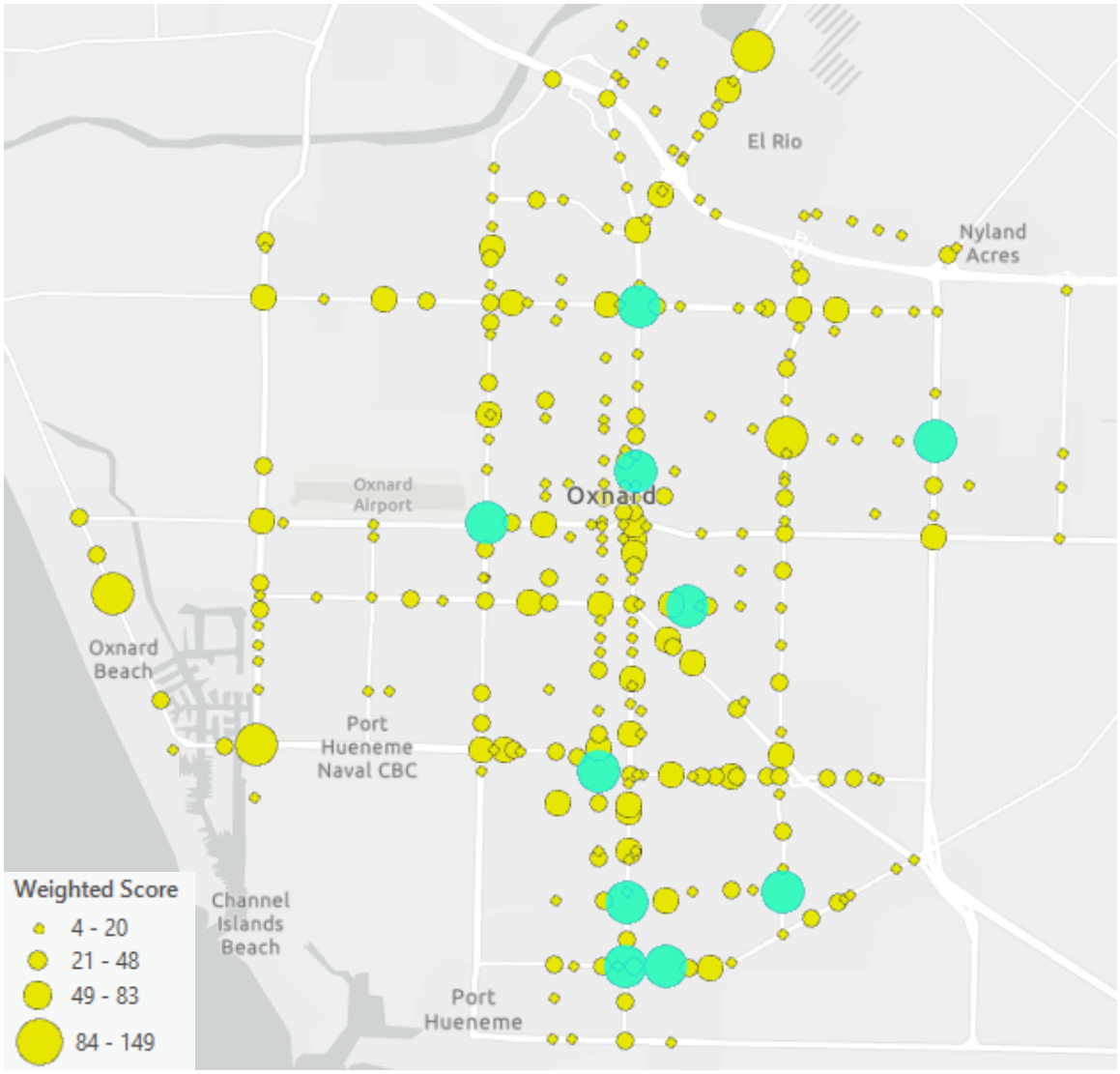
Collisions were weighted by severity: collisions where the highest degree of injury was a fatality or severe injury received a weight of 27. The weight of 27 for KSI collisions was calculated by comparing the average cost of a fatality or severe injury ($2.1 million) to the average cost of other visible injury, complaint of pain, and property damage only ($78.8 thousand) for a ratio of 27:1. The collision costs are found in the Caltrans Local Road Safety Manual Benefit/Cost Ratio Calculations[15]. Table 6 lists the top ten intersections by the total weighted score. Figure 14 illustrates the weighted score by intersection with the top ten intersections highlighted in blue.

**Table 6 – Top Ten Intersections by Total Weighted Score (2016 – 2020)**

| Intersection Name | Intersection Classification | Weighted Score | Total Injury Collisions | KSI Collisions |
|---|---|---|---|---|
| W Pleasant Valley Rd & Saviers Rd | Primary-Primary | 149 | 19 | 5 |
| S Ventura Rd & W Fifth St | Primary-Primary | 137 | 33 | 4 |
| S Rose Ave & E Bard Rd | Secondary-Secondary | 135 | 31 | 4 |
| E Wooley Rd & Commercial Ave | Secondary-Minor | 123 | 19 | 4 |
| W Channel Islands Blvd & S C St | Primary-Secondary | 110 | 32 | 3 |
| N Rice Ave & Camino Del Sol | Primary-Secondary | 104 | 26 | 3 |
| W Bard Rd & Saviers Rd | Primary-Secondary | 97 | 45 | 2 |
| N Oxnard Blvd & 1st St | Primary-Minor | 97 | 19 | 3 |
| Cypress Rd & E Pleasant Valley Rd | Primary-Minor | 95 | 17 | 3 |
| Thames River Dr & N Vineyard Ave | Primary-Minor | 93 | 15 | 3 |

[15] Caltrans. (2020). *Local Roadway Safety: A Manual for California's Local Road Owners*. https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/lrsm2020.pdf

**Figure 14 – Intersections by Total Weighted Score (2016 – 2020)**




Note: The top ten intersections with the highest weighted score are highlighted in blue.

## Collision Rates

In order to control the results for traffic volume (the number of collisions is naturally higher with more volume), we calculated a collision rate based upon the number of Collisions per Million Entering Vehicles (MEV) as follows:

$$\frac{C\ x\ 1{,}000{,}000}{V\ x\ 365\ x\ N}$$

Where:

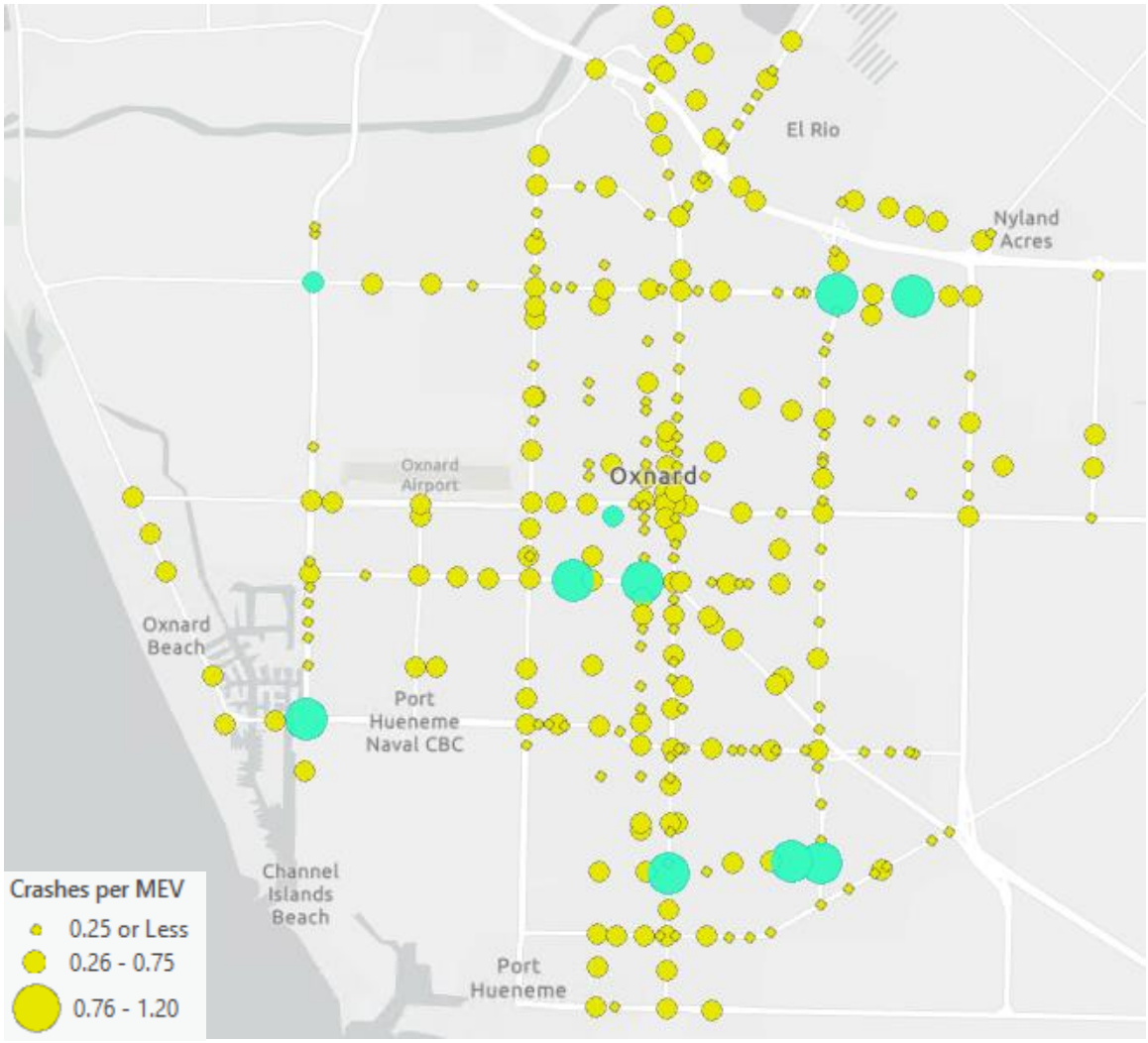
- C = Number of Collisions
- V = Average Daily Intersection Entering Volume, which was calculated by adding the AADT for segments at the intersection and dividing in half to remove the exiting volumes
- N = Number of Analysis Years (5 years for 2016 to 2020)

The following ten intersections have the highest collision rate normalized by traffic volumes (Table 7). Figure 15 illustrates the Collisions per MEV by intersection with the top ten intersections highlighted in blue.

**Table 7 – Top Ten Intersections by Collisions per Million Entering Vehicles (2016 – 2020)**

| Intersection Name | Intersection Classification | Collisions per MEV | Total Injury Collisions | KSI Collisions |
|---|---|---|---|---|
| W Bard Rd & Saviers Rd | Primary-Secondary | 1.20 | 45 | 2 |
| S Rose Ave & E Bard Rd | Secondary-Secondary | 0.87 | 31 | 4 |
| E Gonzales Rd & N Rose Ave | Primary-Secondary | 0.85 | 55 | 0 |
| Anchorage St & E Bard Rd | Secondary-Minor | 0.85 | 17 | 0 |
| Lombard St/Outlet Center Dr & E Gonzales Rd | Primary-Minor | 0.85 | 17 | 0 |
| W Wooley Rd & S J St | Secondary-Secondary | 0.84 | 29 | 1 |
| S Victoria Ave & W Channel Islands Blvd | Primary-Secondary | 0.83 | 37 | 2 |
| W Wooley Rd & S C St | Secondary-Secondary | 0.76 | 36 | 1 |
| W Gonzales Rd & N Victoria Ave | Primary-Primary | 0.74 | 35 | 1 |
| Pacific Ave & Ives Ave | Secondary-Minor | 0.73 | 8 | 0 |

**Figure 15 – Intersections by Collisions per Million Entering Vehicles (2016 – 2020)**




Note: The top ten intersections with the highest crashes per MEV are highlighted in blue.

*Segments*

To account for Oxnard's dense roadway network in identifying roadway segment hot spots, collisions that were more than 50 feet away from an intersection were matched to the nearest roadway segment. As a result, some collisions were double assigned to an intersection and a roadway segment.

The following ten roadway segments have the highest total number of collisions (Table 8). Figure 16 illustrates the total collisions with the top ten roadway segments highlighted in blue.

**Table 8 – Top Ten Roadway Segments by Total Collisions (2016 – 2020)**

| Road Name | From | To | Class | Total Injury Collisions | KSI Collisions |
|---|---|---|---|---|---|
| Saviers Rd | W Channel Islands Blvd | Alley (Near Laurel St) | Primary | 22 | 0 |
| N Rose Ave | E Gonzales Rd | Lockwood St | Secondary | 20 | 0 |
| N Vineyard Ave | W Esplanade Dr | Craig Dr | Primary | 18 | 0 |
| N Victoria Ave | Flax Pl | W Gonzales Rd | Primary | 16 | 2 |
| E Gonzales Rd | N Rose Ave | Alley (Near Sonata Dr) | Primary | 12 | 0 |
| N Rose Ave | Camino De La Luna | Camino Del Sol | Secondary | 12 | 0 |
| S Ventura Rd | N Ninth St | W Wooley Rd | Primary | 12 | 0 |
| N Rose Ave | E Gonzales Rd | Mc Grath Dr | Secondary | 11 | 0 |
| S Oxnard Blvd | E Date St | Midblock (Near Sunkist Cir) | Primary | 10 | 3 |
| N Oxnard Blvd | Citrus Grove Ln | Vineyard Ave | Primary | 10 | 2 |

**Figure 16 – Roadway Segments by Total Injury Collisions (2016 – 2020)**

Note: The top ten roadway segments with the highest number of injury collisions are highlighted in blue.

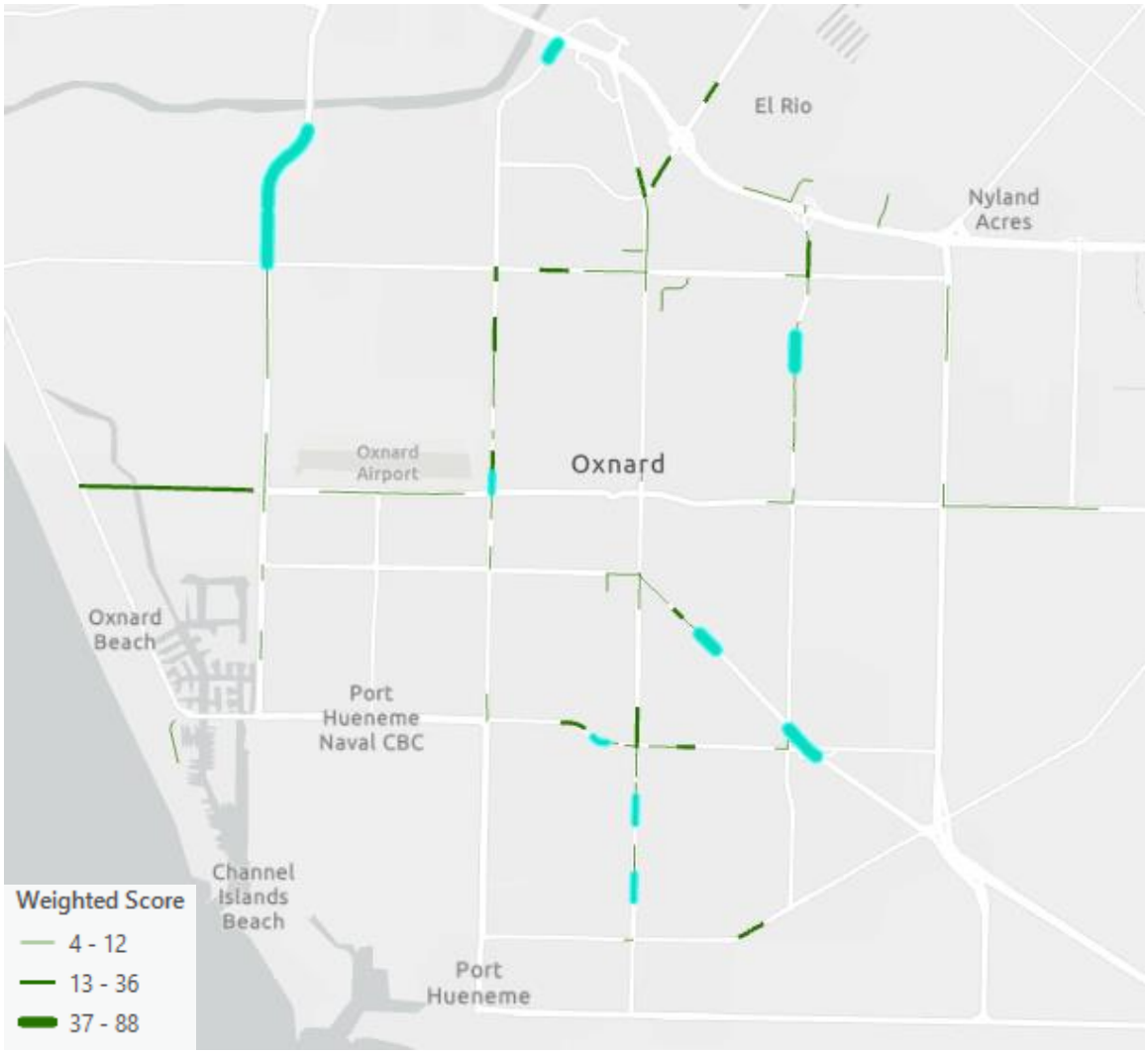
## Weighted Score

Consistent with the intersection analysis, collisions were weighted by severity for the roadway segment analysis with KSI collisions receiving a weight of 27 and other injury collisions receiving a weight of one. Table 9 lists the top ten roadway segments by the total number of weighted collisions. Figure 17 illustrates the weighted score with the top ten roadway segments highlighted in blue.

**Table 9 – Top Ten Roadway Segments by Weighted Score (2016 – 2020)**

| Road Name | From | To | Class | Weighted Score | Total Collisions | KSI Collisions |
|---|---|---|---|---|---|---|
| N Victoria Ave | Gum Tree St | City Boundary | Primary | 88 | 10 | 3 |
| N Victoria Ave | Flax Pl | W Gonzales Rd | Primary | 68 | 16 | 2 |
| S Oxnard Blvd | E Date St | Midblock (Near Sunkist Cir) | Primary | 62 | 10 | 2 |
| N Rose Ave | N Rose Ave & Camino De La Luna | Cesar Chavez Dr & N Rose Ave | Secondary | 61 | 9 | 2 |
| N Ventura Rd | Wagon Wheel Rd | Railroad Crossing | Secondary | 56 | 4 | 2 |
| S Oxnard Blvd | Rose Ave | Channel Island Blvd | Primary | 56 | 4 | 2 |
| Saviers Rd | E Yucca St | Plaza Driveway | Primary | 36 | 10 | 1 |
| Saviers Rd | W Bard Rd | Fashion Park Pl | Primary | 35 | 9 | 1 |
| S Ventura Rd | W Fifth St | Plaza Dwy | Primary | 33 | 7 | 1 |
| W Channel Islands Blvd | S C St | The Palms Apts Dwy | Primary | 33 | 7 | 1 |

**Figure 17 – Roadway Segments by Weighted Collisions (2016 – 2020)**




Note: The top ten roadway segments with the highest weighted score are highlighted in blue.

## Collisions per Million Vehicle Miles Traveled

The number of Collisions per Million Vehicle Miles Traveled (MVMT) was calculated to account for exposure. The Collisions per MVMT was calculated as follows:

$$\frac{C\ x\ 1{,}000{,}000}{V\ x\ L\ x\ 365\ x\ N}$$

Where:

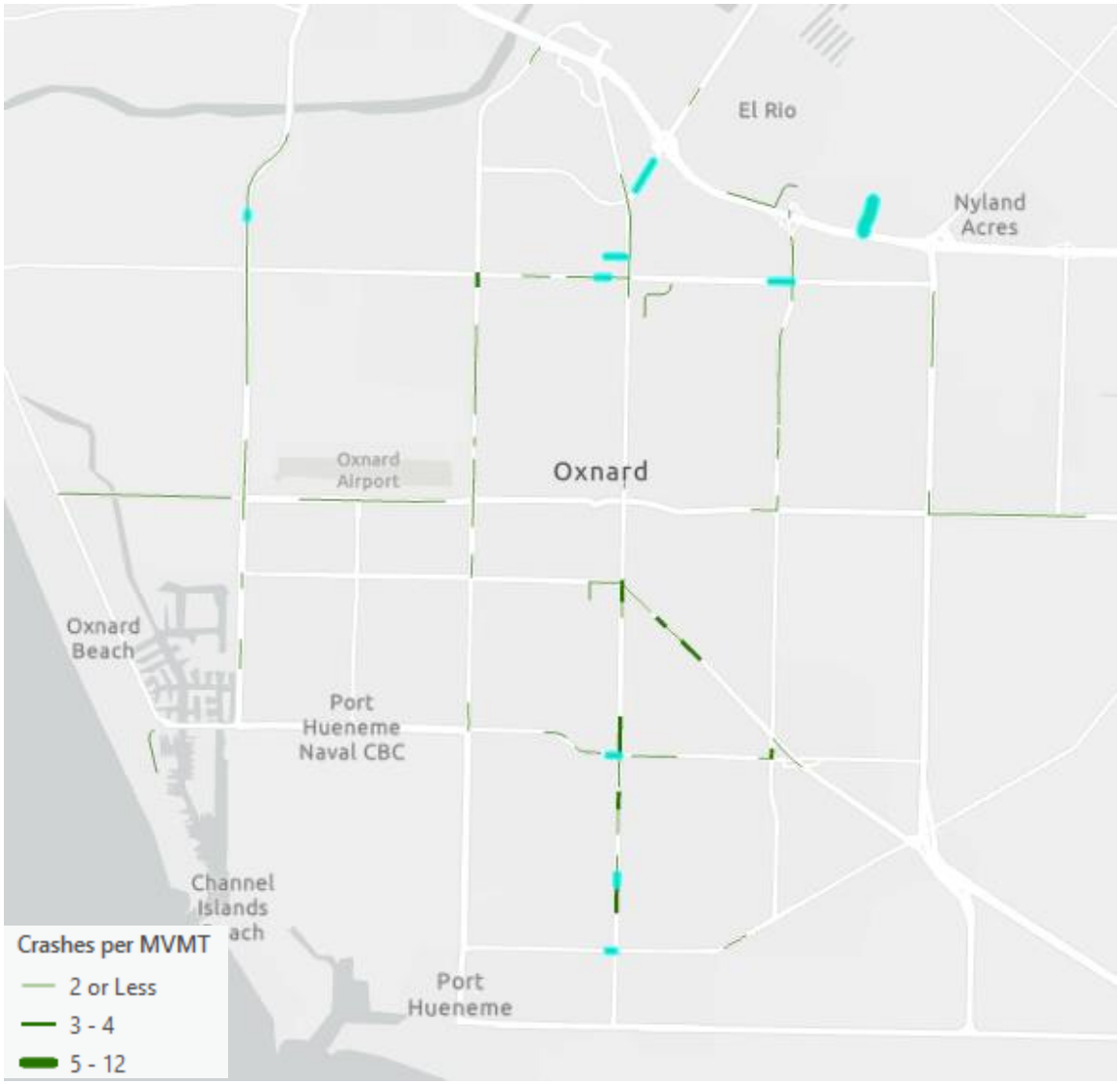
- C = Number of Collisions
- V = Segment AADT
- L = Length of Segment in Miles
- N = Number of Analysis Years (5 years for 2016 to 2020)

Table 10 lists the top ten roadway segments by the Collisions per MVMT. Figure 18 illustrates the weighted score with the top ten roadway segments highlighted in blue.

**Table 10 – Top Ten Roadway Segments by Collisions per Million Vehicle Miles Traveled (2016 – 2020)**

| Road Name | From | To | Class | Collisions per MVMT | Total Collisions | KSI Collisions |
|---|---|---|---|---|---|---|
| Paseo Mercado | Auto Center Dr | Ventura Bl | Minor | 12 | 5 | 0 |
| N Victoria Ave | Flax Pl | Gum Tree St | Primary | 4 | 8 | 0 |
| Citrus Grove Ln | Oxnard Bl | Blackberry Cir | Minor | 4 | 4 | 0 |
| N Vineyard Ave | W Esplanade Dr | Sb 101 On Ramp | Primary | 4 | 4 | 0 |
| E Gonzales Rd | N Rose Ave | Alley (Near Sonata Dr) | Primary | 3 | 12 | 0 |
| Saviers Rd | W Channel Islands Blvd | Alley (Near Laurel St) | Primary | 2 | 22 | 0 |
| N Vineyard Ave | W Esplanade Dr | Craig Dr | Primary | 2 | 18 | 0 |
| S Oxnard Blvd | E Date St | Midblock (Near Sunkist Cir) | Primary | 2 | 10 | 2 |
| Saviers Rd | W Bard Rd | Fashion Park Pl | Primary | 2 | 9 | 1 |
| Saviers Rd | Wolff St | E Wooley Rd & Oxnard Bl | Primary | 2 | 9 | 0 |

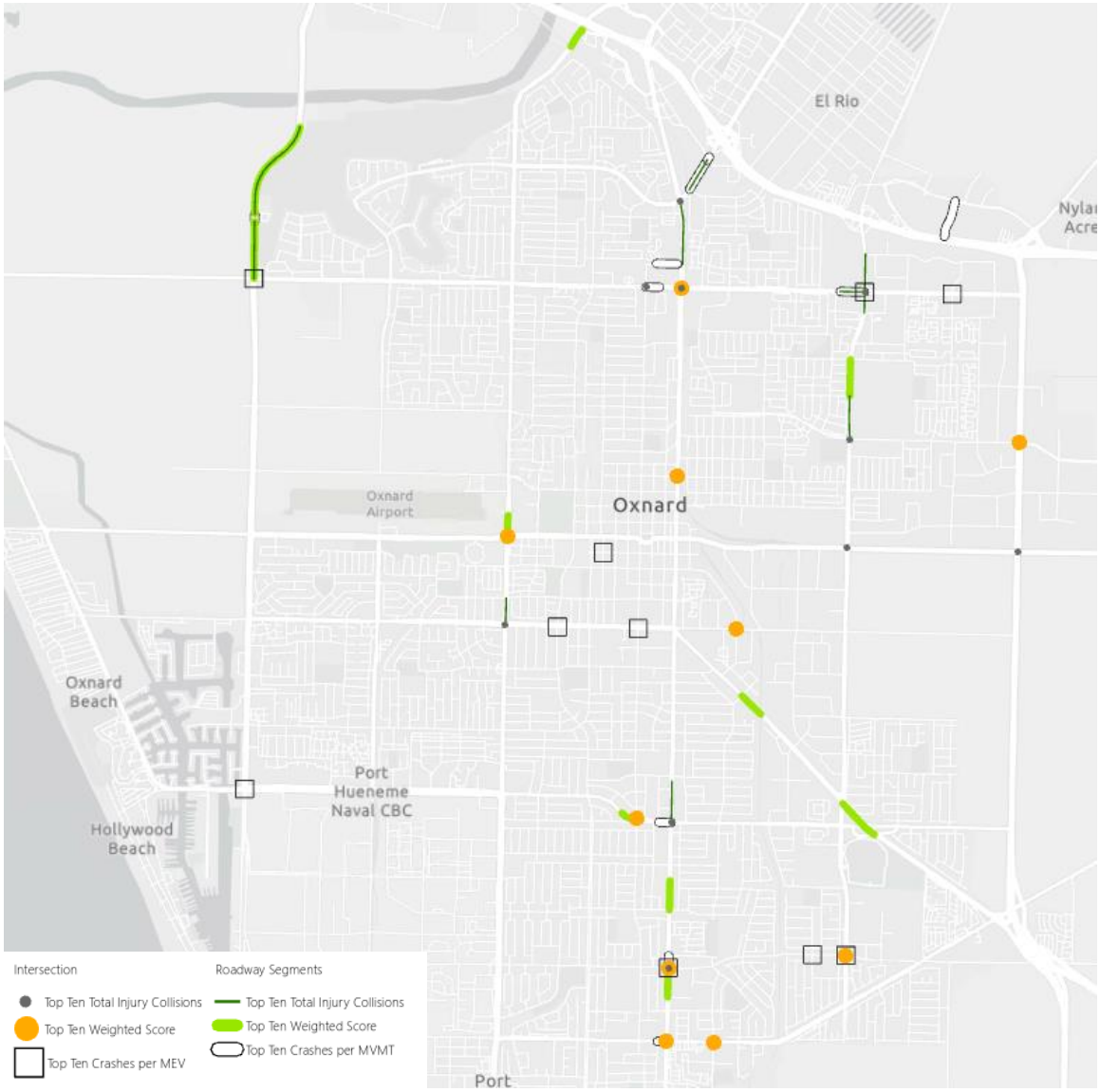
**Figure 18 – Roadway Segments by Collisions per Million Vehicle Miles Traveled (2016 – 2020)**




Note: The top ten roadway segments with the highest crashes per MVMT are highlighted in blue.

Figure 19 illustrates the top ten intersections and roadways for each collision metric. Several intersections, such as Oxnard Boulevard & Gonzales Road and Rose Avenue & Gonzales Road, and roadways, such as Ventura Road (north of Gonzales Road) and Gonzales Road (west of Rose Avenue) are reflected in more than one collision metric.

**Figure 19 – Top Ten Intersections and Roadways for Total Collisions, Weighted Collisions, and Collisions per MEV/MVMT**

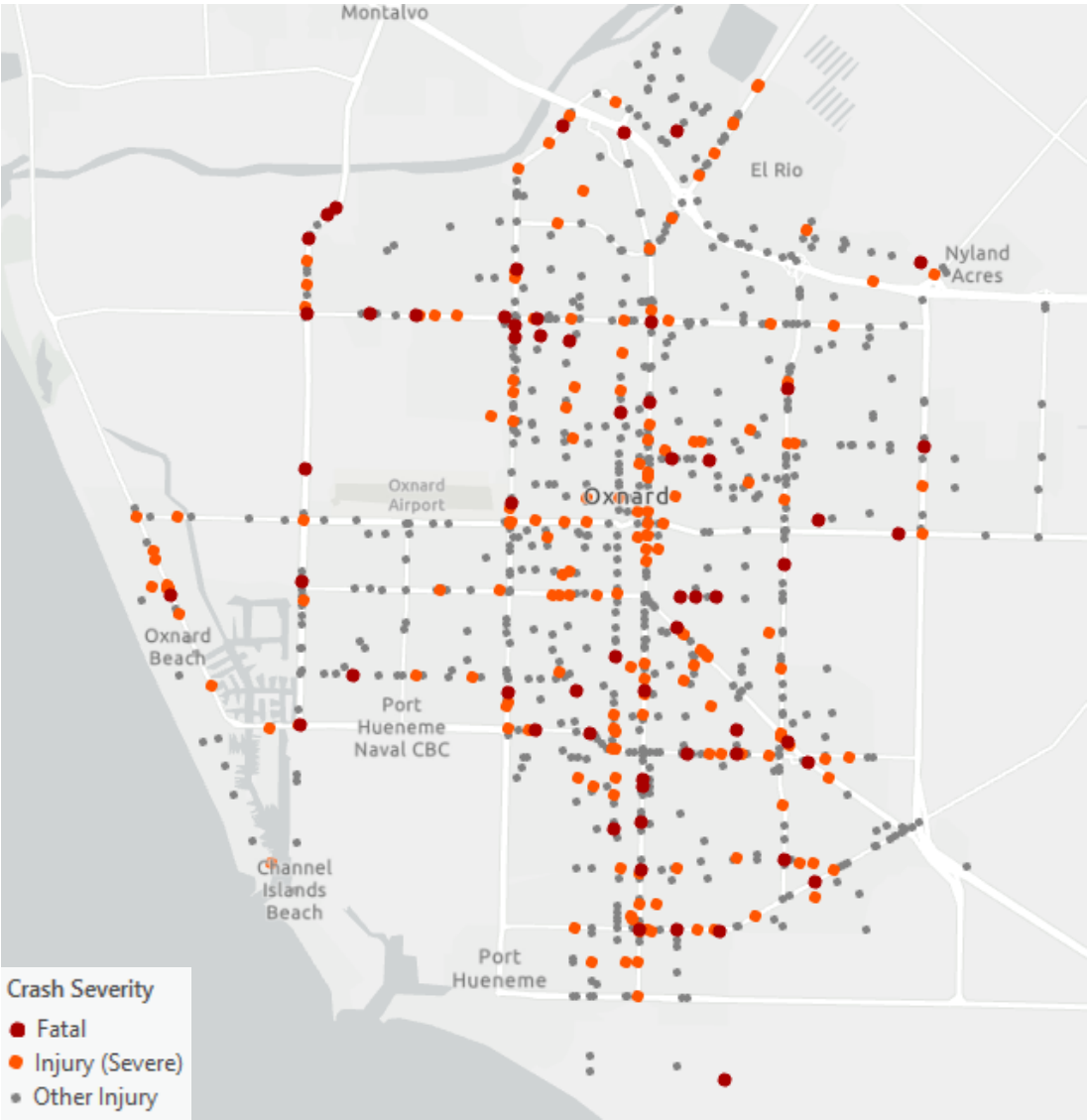


## Systemic Analysis

Systemic analysis is a proactive safety approach that evaluates an entire roadway network using a defined set of criteria. Systemic analysis looks at collision history on an aggregate basis to identify high-risk roadway characteristics in addition to looking at high collision locations.

By merging adjacent road, intersection, and land use features with collision data, relationships can be uncovered between contextual factors and the risk of frequent and severe collisions. This systemic process relied on a twofold approach to identify key safety issues and locations to prioritize hot spot analysis and development of collision types. Figure 20 illustrates the injury collisions by collision severity in Oxnard from 2016 to 2020.

**Figure 20 – Injury Collisions in Oxnard (2016 - 2020)**



*Contextual Data Overview and Methodology*

To better understand systemic collision patterns in Oxnard, contextual factors were analyzed in conjunction with collision characteristics. Contextual factors include roadway characteristics, roadway facilities, land use characteristics, and driver behavior. The area of influence for each contextual factor varied based on the level of anticipated activity each contextual factor would generate (e.g. a school has a much larger area of influence than a transit stop). Major intersections are defined as intersections that include a primary or secondary road. The contextual factors and their respective areas of influence are summarized in the table below.

| **Roadway Characteristics** | **Distance** |
|---|---|
| Number of Lanes | 50' |
| Posted Speed Limit | 50' |
| Roadway Classification:<br>• Primary<br>• Secondary<br>• Minor | 50' |
| Traffic Signal<br>• Fully Protected Left Turn Phases | 50' Minor Roadway<br>250' Major Roadway |
| Intersection Classification<br>• Major Intersection: includes a Primary or Secondary Road<br>• Minor Intersection: Minor-Minor | 50' Minor Roadway<br>250' Major Roadway |
| Intersection Area of Influence | 50' Minor Intersection<br>250' Major Intersection |
| Location Type<br>• Major Intersection<br>• Minor Intersection<br>• Midblock | 50' Minor Intersection<br>250' Major Intersection<br>250'+ Midblock |
| Average Annual Daily Traffic (AADT) | 50' |
| **Roadway Facilities** | **Distance** |
| Streetlights | 75' |
| Railroad Crossing | 150' |
| On-Street Bicycle Facility | 100' |
| Truck Route | 100' |
| Pavement Condition Index | 50' |
| **Land Use Characteristics** | **Distance** |
| Disadvantaged or Low-Income Community based on SB 535 or AB 1550 designation | Inside or within 100' of boundary |
| Schools | 1,000' |
| Parks | 1,000' |

| | |
|---|---|
| Bus stop | 500' |
| Transit Station | 1320' |
| Commercial | 1000' |
| **Driver Behavior** | **Distance** |
| Hard Braking Hot Spot<br>• Low<br>• Medium<br>• High | 100' |
| Harsh Acceleration Hot Spot<br>• Low<br>• Medium<br>• High | 100' |

Roadway characteristics (except for AADT), roadway facilities, and land use characteristics were provided by the City of Oxnard and the California Air Resources Board. AADT estimates for 2019 were obtained through StreetLight, a data platform that provides traffic count estimates and other mobility metrics using data from location-based services, such as mobile devices and GPS units. AADT estimates were obtained for 2019 as traffic conditions in 2020 and 2021 were not representative of typical conditions due to the COVID-19 pandemic. Locations with a relatively high number of hard braking or harsh acceleration instances were identified using Wejo, a data platform that provides driver behavior and speeds using data obtained from on-board vehicle sensors, including devices that are built into the vehicle that provide data to the vehicle manufacturer and devices that are installed by the vehicle owner, such as for monitoring fleet vehicles, and from insurance companies for use in monitoring driver behavior and providing insurance discounts/setting premiums. All data are anonymous and cannot be traced back to any individual roadway user. The dataset used in the hard braking and harsh acceleration analysis is based on approximately 192,000 observations citywide.

**Community Input Through 311 Requests**

The following transportation-related 311 requests from May 2016 to July 2021 were provided by the City of Oxnard:

- Pothole
- Sidewalk Repair
- Street Markings
- Street Signs
- Streetlight Out
- Traffic
    - General Issues
    - Enforcement Issues
    - Signal Issues

From May 2016 to July 2021, there were 9,325 transportation-related 311 requests. Key findings are summarized below with maps illustrating issues with noticeable trends:

- The majority of transportation-related 311 requests were for potholes, which were generally spread throughout the city. There was a concentration of requests along the north-south corridors of the City.
- Street sign, streetlight out, and general traffic issue requests were fairly evenly spread throughout the City.

Figure 21 illustrates sidewalk repair requests which are generally widespread throughout the City, with a concentration of requests:

- North of 5th Street, between Highway 1 and Patterson Road.
- South of 5th Street and north of Channel Islands Boulevard between Victoria Avenue and Ventura Road.
- South of 5th Street. and north of Oxnard Blvd between Rose Avenue and Highway 1.

**Figure 21 – Sidewalk Repair 311 Request Hot Spots (2016 - 2021)**

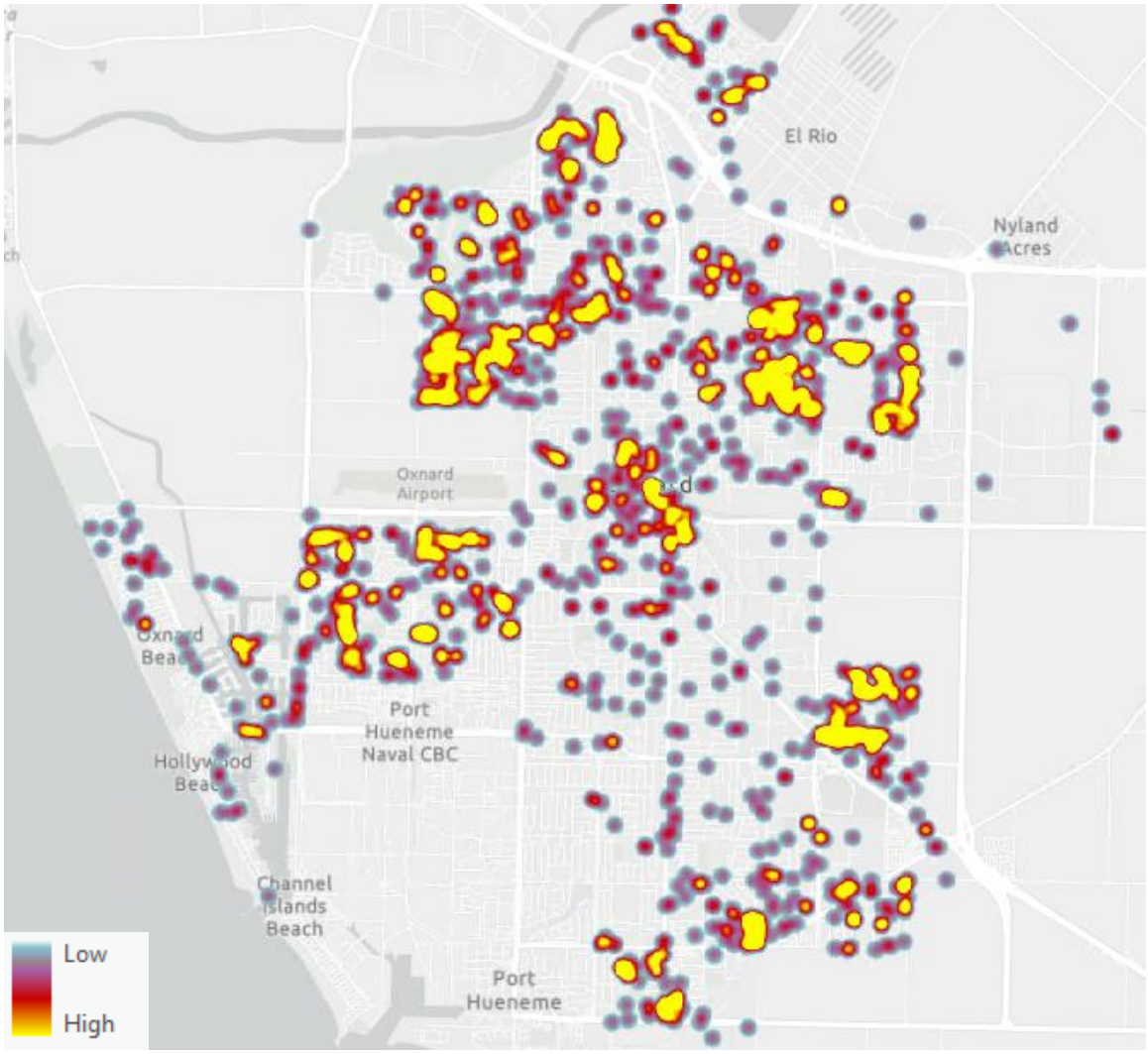
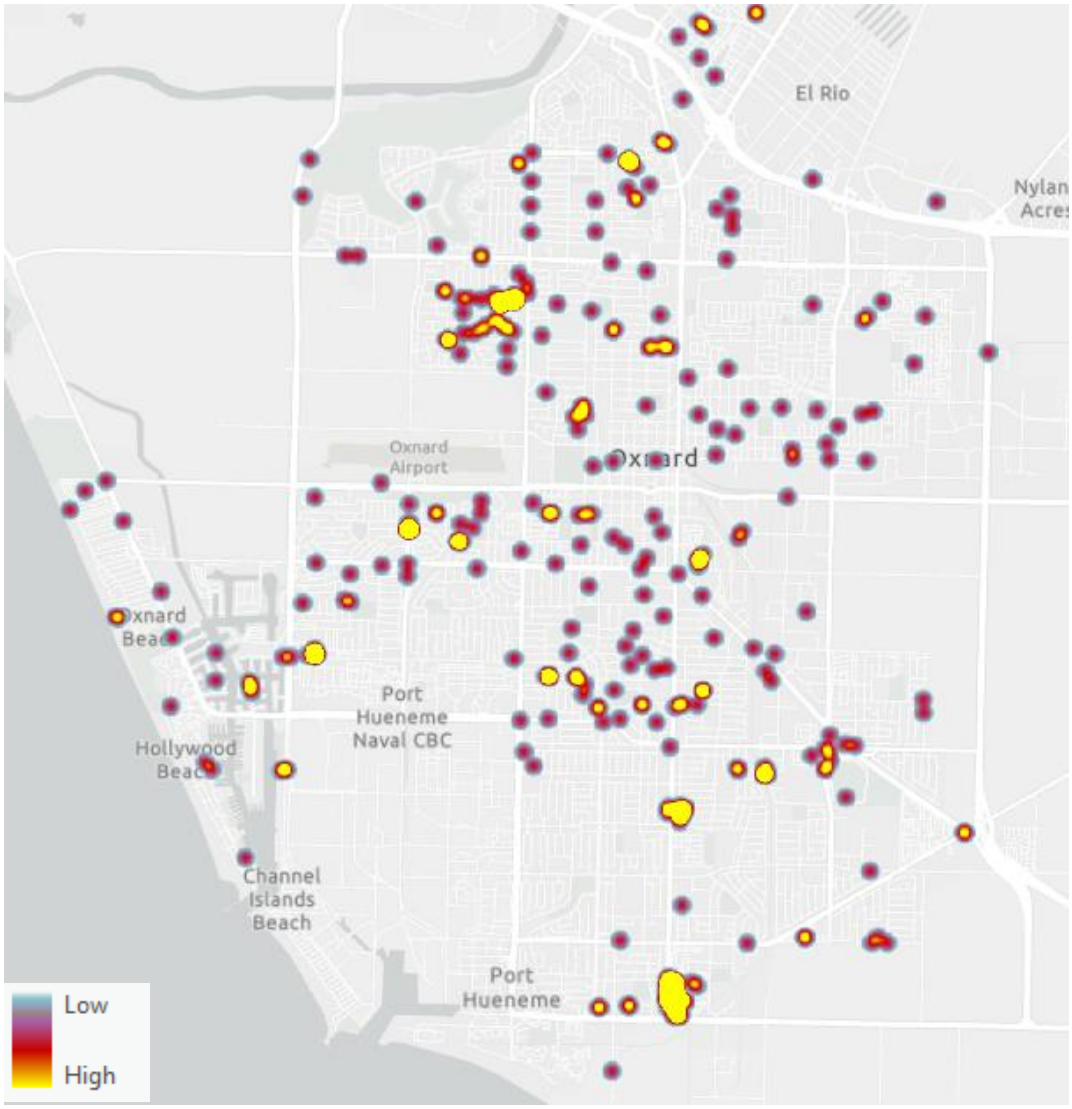


Figure 22 illustrates 311 requests for enforcement, which cover requests around:

- Illegal parking
- Unsafe passenger loading/unloading (e.g. around schools)
- Speeding
- Drivers not stopping at stop signs

There were a cluster of enforcement requests in the residential area southeast of the Gonzales Road & Ventura Road intersection. Many of these requests were around RVs parked for extended periods of time with several requests around speeding. Another cluster of enforcement requests along Saviers Road, south of Channel Islands Boulevard, and near Hueneme Road were around vehicles parked along yellow and red curbs.

**Figure 22 – Enforcement 311 Request Hot Spots (2016 - 2021)**



*Systemic Matrix*

Collision data were paired with contextual data in a series of systemic matrices. Outputs from the collision analysis were used to populate a set of matrices that have collision data in rows and contextual data in columns for collisions across the Oxnard roadway network. The matrices help identify combinations of factors that contributed to a high number of total collisions and KSI collisions. The identified combinations inform the development of collision profiles that will be paired with applicable countermeasures to be applied at locations that match the collision profile throughout the city. Matrices were created for each mode for total injury (Table 11) and KSI collisions (Table 12). The systemic matrices by mode for all injury collisions and KSI collisions can be found in Appendix D.

## Table 11 - Systemic Matrix: All Injury Collisions (2016 - 2020)

| Mode: | All Collisions | Roadway Type | | | | | | | | | | | | Location Type | | | | | Intersection Class | | | | | | Driver Behavior | | Land Use Characteristics | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Lanes: | 3 Lanes or Less | | | | 4 Lanes | | | | | 6+ Lanes | | | Signal | | Unsignalized Intersection | | Midblock | | | | | | | | | | | | | |
| | Speed: | 15-25 | 30-35 | 40-45 | 50-55 | 15-25 | 30-35 | 40-45 | 50-55 | 60-65 | 30-35 | 40-45 | 50-55 | Fully Protected Lefts | All Other Signals | Major | Minor | | Primary-Primary | Primary-Secondary | Primary-Minor | Secondary-Secondary | Secondary-Minor | Minor-Minor | Hard Braking Hot Spot | Harsh Acceleration Hot Spot | Disadvantaged or Low-Income Community | Near School | Near Park | Near Bus Stop | |
| Violation | Driving or Bicycling Under the Influence | 78 | 36 | 9 | 1 | 0 | 45 | 125 | 24 | 6 | 1 | 30 | 20 | 56 | 106 | 119 | 38 | 56 | 48 | 39 | 89 | 26 | 74 | 39 | 38 | 51 | 332 | 141 | 125 | 204 | 375 |
| | Unsafe Speed | 144 | 79 | 27 | 18 | 2 | 135 | 372 | 72 | 6 | 25 | 147 | 60 | 248 | 356 | 281 | 70 | 132 | 126 | 172 | 314 | 68 | 187 | 76 | 189 | 200 | 972 | 408 | 300 | 645 | 1,087 |
| | Improper Turning | 117 | 32 | 15 | 12 | 0 | 47 | 120 | 27 | 3 | 4 | 41 | 10 | 48 | 97 | 139 | 57 | 87 | 31 | 41 | 95 | 22 | 90 | 61 | 29 | 29 | 371 | 182 | 152 | 216 | 428 |
| | Vehicle Right of Way Violation | 186 | 118 | 22 | 11 | 0 | 149 | 394 | 59 | 0 | 9 | 109 | 29 | 73 | 425 | 395 | 126 | 67 | 60 | 151 | 330 | 101 | 238 | 138 | 106 | 74 | 988 | 475 | 345 | 602 | 1,086 |
| | Traffic Signals and Signs | 51 | 47 | 2 | 1 | 0 | 104 | 190 | 36 | 4 | 12 | 65 | 34 | 141 | 277 | 73 | 42 | 13 | 55 | 117 | 156 | 73 | 85 | 44 | 95 | 115 | 496 | 241 | 164 | 351 | 546 |
| Type | Head-On | 103 | 25 | 11 | 3 | 1 | 55 | 146 | 27 | 2 | 3 | 35 | 12 | 54 | 166 | 90 | 56 | 57 | 40 | 74 | 83 | 33 | 76 | 58 | 54 | 47 | 379 | 189 | 144 | 219 | 423 |
| | Sideswipe | 104 | 45 | 9 | 3 | 0 | 57 | 112 | 15 | 3 | 4 | 44 | 25 | 70 | 108 | 134 | 46 | 63 | 43 | 47 | 95 | 22 | 92 | 52 | 53 | 52 | 371 | 179 | 150 | 234 | 421 |
| | Rear End | 156 | 90 | 26 | 16 | 1 | 185 | 487 | 96 | 7 | 39 | 183 | 78 | 350 | 440 | 356 | 72 | 146 | 181 | 227 | 399 | 96 | 227 | 78 | 247 | 286 | 1,220 | 497 | 372 | 834 | 1,364 |
| | Broadside | 272 | 195 | 29 | 18 | 0 | 268 | 616 | 100 | 8 | 24 | 175 | 70 | 238 | 684 | 549 | 186 | 118 | 126 | 264 | 536 | 183 | 348 | 196 | 220 | 206 | 1,610 | 752 | 535 | 1,049 | 1,775 |
| | Vehicle/Pedestrian | 140 | 47 | 8 | 1 | 0 | 58 | 91 | 10 | 1 | 3 | 66 | 5 | 61 | 124 | 108 | 74 | 64 | 35 | 48 | 105 | 21 | 77 | 83 | 42 | 57 | 387 | 227 | 164 | 257 | 431 |
| Time of Day | mid-3 am | 37 | 19 | 2 | 0 | 1 | 21 | 48 | 8 | 1 | 2 | 21 | 7 | 25 | 50 | 45 | 18 | 29 | 22 | 21 | 32 | 14 | 27 | 18 | 25 | 22 | 138 | 65 | 56 | 87 | 167 |
| | 3 am - 6 am | 26 | 9 | 4 | 5 | 0 | 18 | 43 | 16 | 2 | 2 | 19 | 6 | 23 | 53 | 35 | 14 | 25 | 14 | 22 | 33 | 14 | 27 | 15 | 19 | 20 | 129 | 47 | 42 | 68 | 150 |
| | 6 am - 9 am | 105 | 61 | 8 | 10 | 0 | 75 | 194 | 31 | 1 | 8 | 68 | 27 | 96 | 207 | 159 | 63 | 64 | 52 | 95 | 136 | 49 | 128 | 63 | 84 | 74 | 522 | 265 | 190 | 350 | 589 |
| | 9 am - noon | 82 | 52 | 10 | 2 | 0 | 61 | 186 | 34 | 3 | 9 | 71 | 25 | 92 | 201 | 137 | 44 | 61 | 46 | 80 | 151 | 46 | 100 | 47 | 79 | 72 | 487 | 220 | 164 | 302 | 535 |
| | noon- 3 pm | 114 | 74 | 15 | 6 | 0 | 104 | 263 | 45 | 6 | 14 | 83 | 30 | 146 | 258 | 216 | 64 | 70 | 73 | 118 | 218 | 58 | 142 | 71 | 111 | 114 | 675 | 305 | 220 | 443 | 754 |
| | 3 pm - 6 pm | 226 | 85 | 26 | 12 | 1 | 164 | 365 | 77 | 2 | 21 | 135 | 41 | 193 | 356 | 348 | 121 | 137 | 109 | 140 | 328 | 70 | 231 | 132 | 145 | 159 | 1,045 | 482 | 376 | 671 | 1,155 |
| | 6 pm - 9 pm | 163 | 74 | 17 | 6 | 1 | 123 | 286 | 40 | 8 | 10 | 92 | 37 | 140 | 294 | 247 | 90 | 86 | 71 | 133 | 240 | 79 | 148 | 102 | 113 | 122 | 761 | 362 | 267 | 525 | 857 |
| | 9 pm - mid | 77 | 39 | 9 | 7 | 0 | 76 | 160 | 25 | 2 | 7 | 47 | 23 | 87 | 163 | 132 | 37 | 53 | 54 | 72 | 135 | 38 | 80 | 37 | 60 | 91 | 425 | 183 | 137 | 270 | 472 |
| Driver At Fault Movement | Proceeding Straight | 406 | 228 | 39 | 22 | 0 | 326 | 753 | 146 | 12 | 49 | 249 | 103 | 474 | 738 | 633 | 215 | 274 | 239 | 330 | 607 | 198 | 455 | 218 | 339 | 386 | 2,094 | 930 | 720 | 1,382 | 2,334 |
| | Making Right Turn | 55 | 13 | 5 | 1 | 0 | 28 | 59 | 7 | 2 | 3 | 44 | 11 | 42 | 65 | 68 | 36 | 17 | 23 | 39 | 60 | 9 | 39 | 38 | 38 | 40 | 189 | 101 | 68 | 142 | 228 |
| | Making Left Turn | 129 | 65 | 29 | 13 | 1 | 147 | 347 | 54 | 3 | 9 | 91 | 28 | 74 | 436 | 256 | 96 | 54 | 64 | 144 | 302 | 84 | 154 | 114 | 95 | 77 | 826 | 395 | 283 | 494 | 916 |
| Victim Age | Under 19 | 208 | 91 | 19 | 8 | 2 | 113 | 287 | 46 | 5 | 10 | 94 | 28 | 124 | 291 | 260 | 113 | 124 | 57 | 129 | 223 | 74 | 177 | 123 | 115 | 100 | 798 | 418 | 333 | 535 | 912 |
| | 60+ | 104 | 63 | 13 | 8 | 0 | 94 | 229 | 35 | 5 | 10 | 70 | 24 | 113 | 229 | 192 | 57 | 64 | 54 | 91 | 188 | 56 | 142 | 59 | 96 | 87 | 575 | 271 | 222 | 394 | 655 |
| TOTAL | | 845 | 421 | 95 | 49 | 3 | 652 | 1,567 | 279 | 25 | 74 | 543 | 197 | 812 | 1,604 | 1,342 | 462 | 531 | 448 | 692 | 1,292 | 372 | 897 | 496 | 647 | 682 | 4,246 | 1,967 | 1,476 | 2,747 | |
| | Share of roadway/intersections: | 79% | 4% | 2% | 2% | 0% | 2% | 8% | 2% | 0% | 0% | 1% | 0% | 21% | 79% | 16% | 84% | | | | | | | | | | | | | | |
| | Share of collisions: | 18% | 9% | 2% | 1% | 0% | 14% | 33% | 6% | 1% | 2% | 11% | 4% | 34% | 66% | 74% | 26% | | | | | | | | | | | | | | |
| | Collisions per mile: | 2.4326 | 22.58 | 9.892 | 7.27878 | N/A | 73.76 | 46.98 | 33.85 | 22.06 | 97.04 | 108 | 105.9 | | | | | | | | | | | | | | | | | | |

## Table 12 - Systemic Matrix: KSI Collisions (2016 - 2020)

| Mode: | KSI Collisions | Roadway Type | | | | | | | | | | | | Location Type | | | | | Intersection Class | | | | | | Driver Behavior | | Land Use Characteristics | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Lanes: | 3 Lanes or Less | | | | 4 Lanes | | | | | 6+ Lanes | | | Signal | | Unsignalized Intersection | | Midblock | | | | | | | | | | | | | |
| | Speed: | 15-25 | 30-35 | 40-45 | 50-55 | 15-25 | 30-35 | 40-45 | 50-55 | 60-65 | 30-35 | 40-45 | 50-55 | Fully Protected Lefts | All Other Signals | Major | Minor | | Primary-Primary | Primary-Secondary | Primary-Minor | Secondary-Secondary | Secondary-Minor | Minor-Minor | Hard Braking Hot Spot | Harsh Acceleration Hot Spot | Disadvantaged or Low-Income Community | Near School | Near Park | Near Bus Stop | |
| Violation | Driving or Bicycling Under the Influence | 6 | 2 | 1 | 0 | 0 | 4 | 13 | 4 | 1 | 0 | 2 | 1 | 0 | 10 | 12 | 4 | 8 | 1 | 4 | 9 | 2 | 6 | 4 | 1 | 0 | 31 | 10 | 13 | 16 | 34 |
| | Unsafe Speed | 13 | 0 | 2 | 0 | 0 | 5 | 14 | 3 | 0 | 0 | 1 | 2 | 5 | 11 | 10 | 3 | 11 | 5 | 3 | 9 | 0 | 9 | 3 | 4 | 4 | 36 | 12 | 13 | 19 | 40 |
| | Improper Turning | 7 | 1 | 1 | 1 | 0 | 2 | 8 | 4 | 1 | 0 | 0 | 0 | 1 | 6 | 9 | 1 | 8 | 1 | 4 | 5 | 0 | 6 | 1 | 0 | 1 | 21 | 11 | 10 | 11 | 25 |
| | Vehicle Right of Way Violation | 0 | 2 | 0 | 0 | 0 | 8 | 18 | 2 | 0 | 0 | 2 | 2 | 2 | 19 | 13 | 0 | 0 | 1 | 6 | 16 | 2 | 8 | 1 | 7 | 1 | 33 | 17 | 8 | 18 | 34 |
| | Pedestrian Violation | 5 | 6 | 0 | 0 | 0 | 10 | 10 | 0 | 1 | 1 | 2 | 1 | 2 | 11 | 14 | 4 | 5 | 3 | 3 | 8 | 3 | 1 | 0 | 1 | 3 | 34 | 18 | 15 | 20 | 36 |
| Type | Head-On | 6 | 2 | 1 | 0 | 0 | 6 | 8 | 2 | 0 | 0 | 1 | 0 | 1 | 8 | 9 | 2 | 6 | 0 | 5 | 5 | 1 | 7 | 2 | 1 | 1 | 22 | 8 | 10 | 13 | 26 |
| | Vehicle/Pedestrian | 18 | 9 | 2 | 0 | 0 | 12 | 15 | 0 | 1 | 1 | 8 | 2 | 7 | 16 | 23 | 13 | 9 | 2 | 2 | 5 | 0 | 8 | 1 | 6 | 7 | 67 | 28 | 23 | 40 | 68 |
| | Rear End | 1 | 0 | 1 | 1 | 0 | 7 | 10 | 3 | 1 | 0 | 2 | 1 | 5 | 10 | 7 | 1 | 4 | 5 | 4 | 8 | 2 | 3 | 1 | 3 | 4 | 26 | 13 | 8 | 18 | 27 |
| | Broadside | 6 | 2 | 0 | 1 | 0 | 11 | 37 | 5 | 0 | 1 | 5 | 3 | 5 | 34 | 26 | 3 | 3 | 6 | 8 | 33 | 6 | 11 | 4 | 12 | 2 | 65 | 34 | 18 | 35 | 71 |
| | Hit Object | 9 | 3 | 1 | 1 | 0 | 3 | 10 | 3 | 1 | 0 | 0 | 0 | 1 | 8 | 11 | 1 | 10 | 6 | 2 | 22 | 1 | 14 | 14 | 1 | 1 | 25 | 11 | 16 | 10 | 31 |
| Time of Day | mid-3 am | 2 | 0 | 0 | 0 | 0 | 6 | 8 | 0 | 0 | 0 | 4 | 1 | 2 | 7 | 9 | 0 | 3 | 3 | 1 | 8 | 1 | 5 | 0 | 3 | 2 | 16 | 9 | 10 | 9 | 21 |
| | 3 am - 6 am | 2 | 1 | 2 | 3 | 0 | 1 | 2 | 0 | 1 | 0 | 0 | 1 | 0 | 6 | 3 | 0 | 4 | 1 | 3 | 1 | 1 | 3 | 0 | 1 | 1 | 11 | 3 | 1 | 5 | 13 |
| | 6 am - 9 am | 3 | 3 | 1 | 0 | 0 | 3 | 7 | 1 | 0 | 0 | 2 | 1 | 3 | 7 | 5 | 3 | 3 | 3 | 4 | 4 | 0 | 4 | 3 | 3 | 1 | 21 | 12 | 3 | 16 | 21 |
| | 9 am - noon | 4 | 2 | 0 | 0 | 0 | 1 | 7 | 0 | 0 | 1 | 4 | 0 | 3 | 5 | 6 | 2 | 3 | 1 | 0 | 7 | 1 | 5 | 2 | 2 | 1 | 19 | 11 | 8 | 13 | 19 |
| | noon- 3 pm | 4 | 2 | 0 | 0 | 0 | 3 | 7 | 4 | 2 | 0 | 2 | 1 | 3 | 6 | 6 | 1 | 9 | 2 | 5 | 5 | 0 | 3 | 2 | 4 | 2 | 22 | 7 | 12 | 11 | 25 |
| | 3 pm - 6 pm | 16 | 3 | 0 | 0 | 0 | 9 | 23 | 3 | 0 | 0 | 2 | 0 | 1 | 17 | 23 | 7 | 8 | 2 | 4 | 17 | 2 | 15 | 8 | 2 | 0 | 52 | 27 | 21 | 24 | 56 |
| | 6 pm - 9 pm | 8 | 6 | 1 | 0 | 0 | 10 | 17 | 4 | 2 | 1 | 2 | 3 | 4 | 20 | 19 | 5 | 6 | 4 | 4 | 22 | 3 | 10 | 5 | 7 | 4 | 52 | 22 | 18 | 35 | 54 |
| | 9 pm - mid | 7 | 3 | 1 | 0 | 0 | 6 | 20 | 6 | 0 | 0 | 4 | 1 | 6 | 14 | 17 | 4 | 7 | 5 | 5 | 16 | 2 | 8 | 4 | 4 | 8 | 43 | 14 | 14 | 20 | 48 |
| Driver At Fault Movement | Proceeding Straight | 20 | 4 | 2 | 1 | 0 | 8 | 37 | 9 | 1 | 0 | 8 | 4 | 10 | 31 | 24 | 11 | 18 | 10 | 8 | 27 | 4 | 16 | 11 | 10 | 9 | 83 | 41 | 35 | 43 | 94 |
| | Making Right Turn | 1 | 0 | 1 | 0 | 0 | 1 | 5 | 0 | 1 | 0 | 0 | 0 | 1 | 3 | 5 | 0 | 0 | 1 | 1 | 2 | 1 | 4 | 0 | 1 | 1 | 9 | 3 | 2 | 7 | 9 |
| | Making Left Turn | 2 | 1 | 0 | 0 | 0 | 9 | 15 | 0 | 0 | 0 | 2 | 1 | 0 | 20 | 8 | 2 | 0 | 0 | 4 | 18 | 2 | 3 | 3 | 3 | 1 | 29 | 15 | 7 | 16 | 30 |
| Victim Age | Under 19 | 19 | 5 | 1 | 1 | 0 | 10 | 33 | 9 | 2 | 1 | 8 | 3 | 8 | 22 | 34 | 7 | 21 | 5 | 6 | 27 | 5 | 21 | 8 | 11 | 6 | 83 | 35 | 34 | 49 | 92 |
| | 60+ | 7 | 8 | 1 | 0 | 0 | 2 | 9 | 1 | 1 | 0 | 2 | 1 | 3 | 8 | 14 | 6 | 1 | 3 | 1 | 10 | 1 | 10 | 6 | 4 | 2 | 31 | 20 | 10 | 20 | 32 |
| TOTAL | | 46 | 20 | 5 | 3 | 0 | 39 | 93 | 18 | 5 | 2 | 20 | 8 | 22 | 84 | 88 | 22 | 43 | 21 | 26 | 81 | 11 | 53 | 24 | 27 | 19 | 237 | 106 | 88 | 133 | |
| | Share of roadway/intersections: | 79% | 4% | 2% | 2% | 0% | 2% | 8% | 2% | 0% | 0% | 1% | 0% | 21% | 79% | 16% | 84% | | | | | | | | | | | | | | |
| | Share of collisions: | 18% | 8% | 2% | 1% | 0% | 15% | 36% | 7% | 2% | 1% | 8% | 3% | 21% | 79% | 80% | 20% | | | | | | | | | | | | | | |
| | Collisions per mile: | 0.1324 | 1.073 | 0.521 | 0.44564 | N/A | 4.412 | 2.788 | 2.184 | 4.411 | 2.623 | 3.978 | 4.299 | | | | | | | | | | | | | | | | | | |

## Key Findings

Key findings for contextual factors, all injury collisions, KSI collisions, and by mode are summarized below:

### Contextual Factors

- Larger roadways typically have more activity and higher speed limits. In Oxnard, roadways with 4 lanes account for 12 percent of centerline miles but 53 percent of injury collisions occurred on these roadways. The majority of these collisions (33%) occurred on roadways with 4 lanes and 40 – 45 mph posted speed limit, which is also reflected for all collisions across the city.
- Injury collisions were concentrated in the central area of Oxnard, which has key primary roadways, such as Oxnard Boulevard and Saviers Road, and a relatively dense roadway network compared to other areas of the city. Primary roadways, which make up seven percent of centerline miles, accounted for 56 percent of collisions and the majority of intersection collisions occurred where primary roadways intersect with minor roadways and alleys, which were aggregated into the minor roadway category for this analysis.
- Signals with fully protected left turn phases reduce the amount of decision-making and potential conflict points at an intersection. The reduction in potential conflict points is reflected in the share of injury collisions that occur at signals with fully protected left turn phases (34%), which account for 22 percent of all signals, compared to the share of injury collisions that occur at signals without fully protected left turn phases (66%), which account for 78 percent of all signals in Oxnard.

### All Collisions

- The highest share of injury collisions occurred on roadways with four lanes and 40 – 45 mph posted speed limit (33%). The next highest share of collisions occurred on roadways with three lanes or less and 15 – 25 posted speed limit (18%).
- Many injury collisions occurred at major intersections, particularly Primary-Minor intersections.
- Signalized intersections with fully protected left-turn phases had fewer injury collisions when compared to signalized intersections without fully protected left-turn phases. The difference is especially pronounced for broadside collisions where 26 percent of broadside collisions occurred at signalized intersection with fully protected left-turn phase.
- Hard braking and harsh acceleration hot spots are most associated with injury collisions involving an unsafe speed violation or a rear end or broadside crash type.
- A quarter of all injury collisions occurred in the afternoon peak, from 3 PM to 6 PM, particularly at signals without fully protected left-turn phases and at major intersections. The highest share of hard braking and harsh acceleration instances also occurred during this time period, which is when people are traveling from school or work.

- Many injury collisions occurred in a disadvantaged or low-income community and near bus stops.

### KSI Collisions

Many of the trends observed for all injury collision were also observed for KSI collisions. There were several additional findings specific to KSI collisions:

- Although the highest share (36%) of KSI collisions occurred on roadways with four lanes and 40 – 45 mph posted speed limits, roadways with three lanes or less and 15 – 25 posted speed limit had a proportionally higher number of KSI collisions compared to the share of total collisions.
- The efficacy of signalized intersections with fully protected left-turn phases is even more pronounced for KSI collisions. There were nearly seven times more collisions at signalized intersections without fully protected left turn phases compared to signalized intersections with fully protected left turn phases.

### Vehicle Collisions

Since vehicle collisions make up a large share of all collisions, the trends observed for all collisions and KSI collisions were also observed for all and KSI vehicle collisions.

### Bicycle Collisions

- For broadside collisions that occurred at a signalized intersection, there were twice as many collisions that occurred at signalized intersections without protected left turn phases as there were at signalized intersections with fully protected left turn phases.
- Most injury collisions that occurred near schools occurred around school start and end times when students are traveling to and from school.
- The majority of injury collisions involving vulnerable populations (under 19 or 60+ years of age) occurred on roadways with three lanes and 15 – 25 mph posted speed limit or four lanes and 40 – 45 posted speed limit.
- The majority of drivers were either proceeding straight or making a right-turn before the collision occurred.

### Pedestrian Collisions

- While 18 percent of total injury collisions occurred on roadways with three lanes or less with 15 – 25 mph posted speed limit, 35 percent of pedestrian collisions occurred on roadways with three lanes or less with 15 – 25 mph posted speed limit.
- Many injury collisions occurred at primary-minor intersections (27%) and minor-minor intersections (25%).

- Many injury collisions involved a pedestrian right-of-way violation at signalized intersections without protected left-turn phases.
- Most pedestrian collisions occurred in the afternoon peak period and early evening between 3 PM and 9 PM (45%).
- Most pedestrian collisions involved pedestrians either crossing in the crosswalk at intersections without protected left-turn phases or crossing not in a crosswalk at unsignalized intersections or midblock.

# Appendix A: Top Collision Issues by Mode

The following tables summarize the top violation, type of collision, time of day, and driver movement at fault for all injury collisions and KSI collisions by mode. "Disproportionately KSI" indicates the top trend within that category that results in a severe injury or fatality most frequently. For comparison purposes, 5 percent of all injury collisions within the City resulted in a fatality or severe injury.

**Top Issues for All Modes**

| Category | Top Issue: All Injury Collisions | Percent of All Injury Collisions | Top Issue: KSI Collisions | Percent of KSI Collisions | Disproportionately KSI | Percent of Category that is KSI |
|---|---|---|---|---|---|---|
| **Violation** | Unsafe Speed | 23% | Unsafe Speed | 15% | Pedestrian Violation | 24% |
| **Type** | Broadside | 37% | Broadside | 27% | Vehicle/Ped | 16% |
| **Time of Day** | 3-6 pm | 24% | 3 – 6 pm | 22% | Midnight – 3 am | 13% |
| **Driver Movement at Fault** | Proceeding Straight | 67% | Proceeding Straight | 71% | N/A | N/A |

Note: Under 19 years of age are also disproportionately KSI.

**Top Issues for Vehicle-Only Collisions**

| Category | Top Issue: All Injury Collisions | Percent of All Injury Collisions | Top Issue: KSI Collisions | Percent of KSI Collisions | Disproportionately KSI | Percent of Category that is KSI |
|---|---|---|---|---|---|---|
| **Violation** | Unsafe Speed | 26% | DUI | 21% | DUI | 9% |
| **Type** | Broadside | 39% | Broadside | 37% | Hit Object | 15% |
| **Time of Day** | 3 – 6 pm | 25% | 3 – 6 pm; 6 - 9 pm | 22% | Midnight – 3 am | 11% |
| **Driver Movement at Fault** | Proceeding Straight | 69% | Proceeding Straight | 69% | N/A | N/A |

Note: Under 19 years of age are also disproportionately KSI.

### Top Issues for Bicycle-Involved Collisions

| Category | Top Issue: All Injury Collisions | Percent of All Injury Collisions | Top Issue: KSI Collisions | Percent of KSI Collisions | Disproportionately KSI | Percent of Category that is KSI |
|---|---|---|---|---|---|---|
| **Violation** | Wrong Side of Road | 37% | Wrong Side of Road | 21% | Improper Passing | 20% |
| **Type** | Broadside | 59% | Broadside | 39% | Rear End | 24% |
| **Time of Day** | 3 – 6 pm | 26% | 3 - 6 pm | 36% | 3 am – 6 am | 29% |
| **Driver Movement at Fault** | Proceeding Straight | 48% | Proceeding Straight | 75% | Proceeding Straight | 16% |

Note: Under 19 years of age and 60+ years of age are also disproportionately KSI.

### Top Issues for Pedestrian-Involved Collisions

| Category | Top Issue: All Injury Collisions | Percent of All Injury Collisions | Top Issue: KSI Collisions | Percent of KSI Collisions | Disproportionately KSI | Percent of Category that is KSI |
|---|---|---|---|---|---|---|
| **Violation** | Ped ROW Violation | 35% | Ped Violation | 49% | Pedestrian Violation | 25% |
| **Type** | Crossing in Crosswalk at Intersection | 38% | Crossing Not in Crosswalk | 52% | Crossing Not in Crosswalk | 26% |
| **Time of Day** | 6 – 9 pm | 24% | 9 pm - midnight | 25% | 3 am – 6 am | 38% |
| **Driver Movement at Fault** | Proceeding Straight | 49% | Proceeding Straight | 76% | Proceeding Straight | 15% |

Note: Under 19 years of age and 60+ years of age are also disproportionately KSI.

## Appendix B: Injury Collisions in Oxnard by Neighborhood

| Neighborhood | Total Collisions | Percent of Total Collisions | Bike Collisions | Percent of Bike Collisions | Ped Collisions | Percent of Ped Collisions | Vehicle Collisions | Percent of Vehicle Collisions | KSI Collisions | Percent of Total KSI Collisions | KSI Bike Collisions | Percent of KSI Bike Collisions | KSI Ped Collisions | Percent of KSI Ped Collisions | KSI Vehicle | Percent of KSI Vehicle Collisions | Weighted Collisions | Area (Sq Mi) | Share of City Area |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Auto Center | 62 | 1% | 2 | 1% | 2 | 0% | 58 | 1% | 4 | 2% | 0 | 0% | 1 | 1% | 3 | 2% | 166 | 0.35 | 1% |
| Bartolo Square North | 22 | 0% | 1 | 0% | 2 | 0% | 19 | 0% | 1 | 0% | 0 | 0% | 0 | 0% | 1 | 1% | 48 | 0.21 | 1% |
| Bartolo Square South | 90 | 2% | 6 | 2% | 9 | 2% | 75 | 2% | 7 | 3% | 0 | 0% | 3 | 4% | 4 | 3% | 272 | 0.19 | 1% |
| Blackstock North | 36 | 1% | 4 | 1% | 9 | 2% | 23 | 1% | 3 | 1% | 0 | 0% | 2 | 3% | 1 | 1% | 114 | 0.23 | 1% |
| Blackstock South | 31 | 1% | 5 | 1% | 3 | 1% | 23 | 1% | 2 | 1% | 1 | 4% | 0 | 0% | 1 | 1% | 83 | 0.28 | 1% |
| Bryce Canyon North | 98 | 2% | 5 | 1% | 14 | 3% | 79 | 2% | 7 | 3% | 1 | 4% | 4 | 5% | 2 | 1% | 280 | 0.27 | 1% |
| Bryce Canyon South | 97 | 2% | 12 | 4% | 19 | 4% | 66 | 2% | 4 | 2% | 1 | 4% | 2 | 3% | 1 | 1% | 201 | 0.17 | 1% |
| Cabrillo | 51 | 1% | 3 | 1% | 4 | 1% | 44 | 1% | 5 | 2% | 0 | 0% | 3 | 4% | 2 | 1% | 181 | 0.57 | 2% |
| Cal-Gisler | 138 | 3% | 4 | 1% | 17 | 4% | 117 | 3% | 7 | 3% | 0 | 0% | 3 | 4% | 4 | 3% | 320 | 0.45 | 2% |
| Carriage Square | 113 | 2% | 13 | 4% | 15 | 3% | 85 | 2% | 8 | 3% | 2 | 7% | 5 | 7% | 1 | 1% | 321 | 0.46 | 2% |
| Channel Islands | 79 | 2% | 7 | 2% | 4 | 1% | 68 | 2% | 2 | 1% | 0 | 0% | 0 | 0% | 2 | 1% | 131 | 0.76 | 3% |
| College Estates | 83 | 2% | 8 | 2% | 5 | 1% | 70 | 2% | 6 | 2% | 0 | 0% | 0 | 0% | 6 | 4% | 239 | 0.31 | 1% |
| College Park | 29 | 1% | 1 | 0% | 4 | 1% | 24 | 1% | 2 | 1% | 0 | 0% | 0 | 0% | 2 | 1% | 81 | 0.42 | 1% |
| Cypress | 24 | 1% | 2 | 1% | 5 | 1% | 17 | 0% | 3 | 1% | 0 | 0% | 1 | 1% | 2 | 1% | 102 | 0.32 | 1% |
| Diamond Bar | 3 | 0% | 0 | 0% | 1 | 0% | 2 | 0% | 2 | 1% | 0 | 0% | 0 | 0% | 2 | 1% | 55 | 0.11 | 0% |
| East Village | 58 | 1% | 1 | 0% | 8 | 2% | 49 | 1% | 1 | 0% | 0 | 0% | 0 | 0% | 1 | 1% | 84 | 0.63 | 2% |
| El Rio | 61 | 1% | 0 | 0% | 5 | 1% | 56 | 1% | 1 | 0% | 0 | 0% | 0 | 0% | 1 | 1% | 87 | 0.91 | 3% |
| El Rio West | 52 | 1% | 1 | 0% | 8 | 2% | 43 | 1% | 4 | 2% | 0 | 0% | 3 | 4% | 1 | 1% | 156 | 0.16 | 1% |
| Five Points Northeast | 162 | 3% | 17 | 5% | 20 | 4% | 125 | 3% | 15 | 6% | 3 | 11% | 6 | 8% | 6 | 4% | 552 | 0.46 | 2% |
| Fremont North | 39 | 1% | 3 | 1% | 5 | 1% | 31 | 1% | 2 | 1% | 1 | 4% | 0 | 0% | 1 | 1% | 91 | 0.30 | 1% |
| Fremont South | 30 | 1% | 1 | 0% | 7 | 2% | 22 | 1% | 1 | 0% | 0 | 0% | 1 | 1% | 0 | 0% | 56 | 0.27 | 1% |
| Golf Course | 29 | 1% | 2 | 1% | 2 | 0% | 26 | 1% | 0 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 29 | 0.41 | 1% |
| Hobson Park East | 174 | 4% | 15 | 4% | 20 | 4% | 139 | 4% | 7 | 3% | 1 | 4% | 2 | 3% | 4 | 3% | 356 | 0.34 | 1% |
| Hobson Park West | 29 | 1% | 3 | 1% | 8 | 2% | 18 | 0% | 2 | 1% | 0 | 0% | 1 | 1% | 1 | 1% | 81 | 0.18 | 1% |
| Hollywood By The Sea | 41 | 1% | 3 | 1% | 2 | 0% | 36 | 1% | 3 | 1% | 0 | 0% | 0 | 0% | 3 | 2% | 119 | 0.68 | 2% |
| Kamala Park | 364 | 8% | 38 | 11% | 38 | 8% | 289 | 7% | 19 | 7% | 3 | 11% | 6 | 8% | 10 | 6% | 858 | 0.64 | 2% |
| La Colonia | 207 | 4% | 12 | 4% | 23 | 5% | 172 | 4% | 12 | 5% | 1 | 4% | 6 | 8% | 5 | 3% | 519 | 0.51 | 2% |
| Lemonwood Eastmont | 36 | 1% | 1 | 0% | 4 | 1% | 31 | 1% | 0 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 36 | 0.41 | 1% |

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Injury Collisions in Oxnard by Neighborhood (2016-2020)

| Neighborhood | Total Collisions | Percent of Total Collisions | Bike Collisions | Percent of Bike Collisions | Ped Collisions | Percent of Ped Collisions | Vehicle Collisions | Percent of Vehicle Collisions | KSI Collisions | Percent of Total KSI Collisions | KSI Bike Collisions | Percent of KSI Bike Collisions | KSI Ped Collisions | Percent of KSI Ped Collisions | KSI Vehicle | Percent of KSI Vehicle Collisions | Weighted Collisions | Area (Sq Mi) | Share of City Area |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mar Vista | 3 | 0% | 0 | 0% | 0 | 0% | 3 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 3 | 0.12 | 0% |
| Marina West | 51 | 1% | 2 | 1% | 1 | 0% | 48 | 1% | 1 | 0% | 0 | 0% | 0 | 0% | 1 | 1% | 77 | 0.50 | 2% |
| Nyeland Acres | 6 | 0% | 0 | 0% | 0 | 0% | 6 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 6 | 0.24 | 1% |
| Orchard | 126 | 3% | 8 | 2% | 9 | 2% | 109 | 3% | 2 | 1% | 0 | 0% | 0 | 0% | 2 | 1% | 178 | 0.30 | 1% |
| Ormond Beach Commercial Area | 16 | 0% | 1 | 0% | 2 | 0% | 13 | 0% | 1 | 0% | 0 | 0% | 0 | 0% | 1 | 1% | 42 | 2.78 | 9% |
| Oxnard Dunes | 11 | 0% | 0 | 0% | 0 | 0% | 11 | 0% | 2 | 1% | 0 | 0% | 0 | 0% | 2 | 1% | 63 | 0.32 | 1% |
| Oxnard Pacific | 3 | 0% | 0 | 0% | 1 | 0% | 2 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 3 | 0.10 | 0% |
| Oxnard Shores | 62 | 1% | 2 | 1% | 1 | 0% | 59 | 1% | 8 | 3% | 1 | 4% | 0 | 0% | 7 | 4% | 270 | 0.56 | 2% |
| Pacific Avenue Commercial Area | 268 | 6% | 25 | 7% | 10 | 2% | 233 | 6% | 10 | 4% | 0 | 0% | 4 | 5% | 6 | 4% | 528 | 0.99 | 3% |
| Pleasant Valley Estates | 54 | 1% | 3 | 1% | 8 | 2% | 43 | 1% | 8 | 3% | 1 | 4% | 2 | 3% | 5 | 3% | 262 | 0.31 | 1% |
| Pleasant Valley Village | 67 | 1% | 9 | 3% | 4 | 1% | 54 | 1% | 6 | 2% | 0 | 0% | 0 | 0% | 6 | 4% | 223 | 0.22 | 1% |
| Redwood | 25 | 1% | 0 | 0% | 2 | 0% | 23 | 1% | 2 | 1% | 0 | 0% | 0 | 0% | 2 | 1% | 77 | 0.23 | 1% |
| Rice Avenue Commercial Area | 227 | 5% | 7 | 2% | 7 | 2% | 213 | 5% | 9 | 3% | 0 | 0% | 1 | 1% | 8 | 5% | 461 | 2.78 | 9% |
| Rio Lindo | 185 | 4% | 17 | 5% | 15 | 3% | 154 | 4% | 3 | 1% | 0 | 0% | 1 | 1% | 2 | 1% | 263 | 0.61 | 2% |
| Riverpark | 110 | 2% | 7 | 2% | 10 | 2% | 93 | 2% | 5 | 2% | 0 | 0% | 0 | 0% | 5 | 3% | 240 | 0.95 | 3% |
| Rose Park | 14 | 0% | 2 | 1% | 5 | 1% | 7 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 14 | 0.21 | 1% |
| Sea Air | 178 | 4% | 18 | 5% | 10 | 2% | 150 | 4% | 6 | 2% | 3 | 11% | 1 | 1% | 2 | 1% | 334 | 0.38 | 1% |
| Sea View Estates | 94 | 2% | 3 | 1% | 3 | 1% | 88 | 2% | 2 | 1% | 0 | 0% | 0 | 0% | 2 | 1% | 146 | 0.39 | 1% |
| Sierra Linda | 46 | 1% | 2 | 1% | 5 | 1% | 39 | 1% | 3 | 1% | 2 | 7% | 0 | 0% | 1 | 1% | 124 | 0.33 | 1% |
| Silver Strand | 1 | 0% | 0 | 0% | 0 | 0% | 1 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 1 | 0.21 | 1% |
| South Bank | 85 | 2% | 5 | 1% | 5 | 1% | 75 | 2% | 5 | 2% | 0 | 0% | 2 | 3% | 3 | 2% | 215 | 0.51 | 2% |
| Southwinds | 106 | 2% | 7 | 2% | 15 | 3% | 84 | 2% | 7 | 3% | 1 | 4% | 2 | 3% | 4 | 3% | 288 | 0.25 | 1% |
| Teal Club | 36 | 1% | 0 | 0% | 2 | 0% | 34 | 1% | 2 | 1% | 0 | 0% | 0 | 0% | 2 | 1% | 88 | 0.28 | 1% |
| Terrace Estates | 41 | 1% | 3 | 1% | 2 | 0% | 36 | 1% | 3 | 1% | 1 | 4% | 1 | 1% | 1 | 1% | 119 | 0.22 | 1% |
| Tierra Vista | 15 | 0% | 1 | 0% | 3 | 1% | 11 | 0% | 1 | 0% | 0 | 0% | 0 | 0% | 1 | 1% | 41 | 0.24 | 1% |
| Via Marina | 39 | 1% | 3 | 1% | 3 | 1% | 33 | 1% | 2 | 1% | 1 | 4% | 0 | 0% | 1 | 1% | 91 | 0.47 | 2% |
| Victoria Estates | 82 | 2% | 3 | 1% | 4 | 1% | 75 | 2% | 8 | 3% | 1 | 4% | 0 | 0% | 7 | 4% | 290 | 0.66 | 2% |
| Villa Capri | 5 | 0% | 0 | 0% | 2 | 0% | 3 | 0% | 1 | 0% | 0 | 0% | 1 | 1% | 0 | 0% | 31 | 0.04 | 0% |
| Wagon Wheel | 35 | 1% | 0 | 0% | 2 | 0% | 33 | 1% | 2 | 1% | 0 | 0% | 0 | 0% | 2 | 1% | 87 | 0.12 | 0% |
| West Village | 119 | 3% | 10 | 3% | 10 | 2% | 99 | 2% | 3 | 1% | 0 | 0% | 0 | 0% | 3 | 2% | 197 | 0.79 | 3% |
| Wilson | 210 | 4% | 22 | 6% | 31 | 7% | 159 | 4% | 10 | 4% | 2 | 7% | 5 | 7% | 4 | 3% | 470 | 0.43 | 1% |

Appendix B:
Injury Collisions in Oxnard by Neighborhood (2016-2020)

| Neighborhood | Total Collisions | Percent of Total Collisions | Bike Collisions | Percent of Bike Collisions | Ped Collisions | Percent of Ped Collisions | Vehicle Collisions | Percent of Vehicle Collisions | KSI Collisions | Percent of Total KSI Collisions | KSI Bike Collisions | Percent of KSI Bike Collisions | KSI Ped Collisions | Percent of KSI Ped Collisions | KSI Vehicle | Percent of KSI Vehicle Collisions | Weighted Collisions | Area (Sq Mi) | Share of City Area |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Windsor North River Ridge | 72 | 2% | 6 | 2% | 6 | 1% | 60 | 2% | 7 | 3% | 0 | 0% | 0 | 0% | 7 | 4% | 254 | 0.53 | 2% |
| Outside Of A Neighborhood | 121 | 3% | 6 | 2% | 11 | 2% | 104 | 3% | 10 | 4% | 1 | 4% | 4 | 5% | 5 | 3% | 381 | 1.86 | 6% |
| Total | 4751 | 100% | 342 | 100% | 452 | 100% | 3962 | 100% | 259 | 100% | 28 | 100% | 73 | 100% | 159 | 100% | 11485 | 29.97 | 100% |

# Appendix C: Top Ten Intersections for Total Injury Collisions by Intersection Classification

**Top Ten Intersections by Total Injury Collisions: Primary-Primary Intersections**

| Intersection Name | Injury Collisions | | | KSI | | | Weighted Total Score | Crashes per MEV |
|---|---|---|---|---|---|---|---|---|
| | Total | Bike | Ped | Total | Bike | Ped | | |
| E Gonzales Rd & N Oxnard Blvd | 49 | 6 | 4 | 2 | 1 | 0 | 101 | 0.48 |
| N Vineyard Ave & Oxnard Blvd | 43 | 3 | 3 | 1 | 0 | 1 | 69 | 0.61 |
| E Fifth St & S Rice Ave | 40 | 0 | 1 | 1 | 0 | 0 | 66 | 0.57 |
| W Channel Islands Blvd & Saviers Rd | 38 | 2 | 5 | 0 | 0 | 0 | 38 | 0.46 |
| W Gonzales Rd & N Victoria Ave | 35 | 0 | 1 | 1 | 0 | 0 | 61 | 0.74 |
| S Ventura Rd & W Fifth St | 33 | 2 | 6 | 4 | 2 | 1 | 137 | 0.32 |
| E Fifth St & S Oxnard Blvd | 30 | 1 | 5 | 1 | 0 | 0 | 56 | 0.34 |
| S Ventura Rd & W Channel Islands Blvd | 25 | 1 | 3 | 1 | 0 | 0 | 51 | 0.40 |
| W Gonzales Rd & N Ventura Rd | 24 | 1 | 4 | 0 | 0 | 0 | 24 | 0.46 |
| W Fifth St & S Victoria Ave | 24 | 2 | 1 | 1 | 0 | 0 | 50 | 0.34 |

**Top Ten Intersections by Total Injury Collisions: Primary-Secondary Intersections**

| Intersection Name | Injury Collisions | | | KSI | | | Weighted Total Score | Crashes per MEV |
|---|---|---|---|---|---|---|---|---|
| | Total | Bike | Ped | Total | Bike | Ped | | |
| E Gonzales Rd & N Rose Ave | 55 | 4 | 8 | 0 | 0 | 0 | 55 | 0.85 |
| W Bard Rd & Saviers Rd | 45 | 4 | 7 | 2 | 0 | 1 | 97 | 1.20 |
| E Fifth St & S Rose Ave | 40 | 2 | 1 | 0 | 0 | 0 | 40 | 0.51 |
| N C St & W Gonzales Rd | 39 | 3 | 4 | 1 | 0 | 0 | 65 | 0.63 |
| S Victoria Ave & W Channel Islands Blvd | 37 | 3 | 0 | 2 | 0 | 0 | 89 | 0.83 |
| E Wooley Rd & Saviers Rd & Oxnard Bl | 33 | 1 | 2 | 0 | 0 | 0 | 33 | 0.44 |
| W Channel Islands Blvd & S C St | 32 | 1 | 4 | 3 | 0 | 0 | 110 | 0.51 |
| S Rose Ave & E Channel Islands Blvd | 30 | 6 | 3 | 0 | 0 | 0 | 30 | 0.41 |
| S J St & W Channel Islands Blvd | 26 | 2 | 0 | 0 | 0 | 0 | 26 | 0.46 |
| N Rice Ave & Camino Del Sol | 26 | 0 | 0 | 3 | 0 | 0 | 104 | 0.38 |

**Top Ten Intersections by Total Injury Collisions: Primary-Minor Intersections**

| Intersection Name | Injury Collisions | | | KSI | | | Weighted Total Score | Crashes per MEV |
|---|---|---|---|---|---|---|---|---|
| | Total | Bike | Ped | Total | Bike | Ped | | |
| Laurel St & Saviers Rd | 31 | 4 | 7 | 1 | 0 | 1 | 57 | 0.69 |
| N Vineyard Ave & W Esplanade Dr | 30 | 1 | 1 | 1 | 0 | 0 | 56 | 0.66 |
| S Oxnard Blvd & E Seventh St | 29 | 3 | 3 | 1 | 0 | 0 | 55 | 0.43 |
| S Oxnard Blvd & E Date St | 28 | 2 | 2 | 2 | 0 | 0 | 80 | 0.71 |
| Bryce Canyon Ave & Saviers Rd | 27 | 4 | 5 | 2 | 0 | 2 | 79 | 0.56 |
| W Seventh St & S Ventura Rd | 27 | 1 | 1 | 0 | 0 | 0 | 27 | 0.32 |
| Gisler Ave & E Channel Islands Blvd | 26 | 1 | 2 | 1 | 0 | 1 | 52 | 0.45 |
| Statham Blvd & E Channel Islands Blvd | 24 | 1 | 0 | 2 | 0 | 0 | 76 | 0.45 |
| E Yucca St & Saviers Rd | 22 | 3 | 6 | 2 | 0 | 1 | 74 | 0.46 |
| S Oxnard Blvd & Statham Blvd | 21 | 1 | 0 | 0 | 0 | 0 | 21 | 0.59 |

**Top Ten Intersections by Total Injury Collisions: Secondary-Secondary Intersections**

| Intersection Name | Injury Collisions | | | KSI | | | Weighted Total Score | Crashes per MEV |
|---|---|---|---|---|---|---|---|---|
| | Total | Bike | Ped | Total | Bike | Ped | | |
| Wooley Rd & Ventura Rd | 46 | 5 | 2 | 0 | 0 | 0 | 46 | 0.56 |
| N Rose Ave & Camino Del Sol | 37 | 2 | 0 | 2 | 0 | 0 | 89 | 0.49 |
| W Wooley Rd & S C St | 36 | 2 | 3 | 1 | 1 | 0 | 62 | 0.76 |
| S Rose Ave & E Bard Rd | 31 | 1 | 1 | 4 | 1 | 0 | 135 | 0.87 |
| W Wooley Rd & S J St | 29 | 2 | 3 | 1 | 1 | 0 | 55 | 0.84 |
| S H St & Hobson Way | 26 | 0 | 1 | 1 | 0 | 0 | 52 | 0.61 |
| S Rose Ave & E Third St | 21 | 5 | 1 | 1 | 1 | 0 | 47 | 0.26 |
| E Wooley Rd & Pacific Ave | 13 | 2 | 1 | 0 | 0 | 0 | 13 | 0.36 |
| S Patterson Rd & W Wooley Rd | 13 | 0 | 0 | 0 | 0 | 0 | 13 | 0.34 |
| E Wooley Rd & S Rose Ave | 13 | 0 | 0 | 0 | 0 | 0 | 13 | 0.21 |

**Top Ten Intersections by Total Injury Collisions: Secondary-Minor Intersections**

| Intersection Name | Injury Collisions | | | KSI | | | Weighted Total Score | Crashes per MEV |
|---|---|---|---|---|---|---|---|---|
| | Total | Bike | Ped | Total | Bike | Ped | | |
| Lockwood St & N Rose Ave | 24 | 1 | 2 | 0 | 0 | 0 | 24 | 0.45 |
| E Wooley Rd & Commercial Ave | 19 | 0 | 2 | 4 | 0 | 2 | 123 | 0.50 |
| Rose Ave & E 1st St | 18 | 0 | 1 | 0 | 0 | 0 | 18 | 0.23 |
| Anchorage St & E Bard Rd | 17 | 1 | 2 | 0 | 0 | 0 | 17 | 0.85 |
| W Wooley Rd & Novato Dr | 16 | 0 | 0 | 1 | 0 | 0 | 42 | 0.47 |
| Cesar Chavez Dr & N Rose Ave | 15 | 2 | 0 | 1 | 0 | 0 | 41 | 0.25 |
| N Rose Ave & Santa Lucia Ave | 13 | 0 | 0 | 0 | 0 | 0 | 13 | 0.17 |
| N C St & Roderick Ave | 12 | 0 | 0 | 0 | 0 | 0 | 12 | 0.42 |
| Eastman Ave & S Rose Ave | 12 | 2 | 1 | 0 | 0 | 0 | 12 | 0.18 |
| N Rose Ave & San Gorgonio Ave | 12 | 0 | 0 | 0 | 0 | 0 | 12 | 0.15 |

**Top Ten Intersections by Total Injury Collisions: Minor-Minor Intersections**

| Intersection Name | Injury Collisions | | | KSI | | | Weighted Total Score | Crashes per MEV |
|---|---|---|---|---|---|---|---|---|
| | Total | Bike | Ped | Total | Bike | Ped | | |
| Ventura Blvd & Balboa St | 7 | 0 | 0 | 0 | 0 | 0 | 7 | 0.45 |
| N A St & Magnolia Ave | 6 | 0 | 2 | 1 | 0 | 1 | 32 | 0.60 |
| Samuel Ave & E Yucca St | 6 | 3 | 0 | 0 | 0 | 0 | 6 | 0.55 |
| Ventura Blvd & Cortez St | 6 | 0 | 0 | 0 | 0 | 0 | 6 | 0.35 |
| E First St & N Roosevelt Ave | 5 | 0 | 0 | 0 | 0 | 0 | 5 | 0.61 |
| Ninth St & S H St | 5 | 0 | 1 | 1 | 0 | 0 | 31 | 0.55 |
| E Iris St & San Marino St | 5 | 0 | 0 | 0 | 0 | 0 | 5 | 0.50 |
| Ninth St & Ventura Service Rd | 5 | 0 | 0 | 0 | 0 | 0 | 5 | 0.42 |
| S F St & W Sixth St | 4 | 2 | 1 | 0 | 0 | 0 | 4 | 0.73 |
| Town Center Dr & Portico Way | 4 | 0 | 1 | 0 | 0 | 0 | 4 | 0.31 |

# Appendix D: Systemic Matrices

| Mode: | Vehicle Collisions | Roadway Type | | | | | | | | | | | | Location Type | | | | | Intersection Class | | | | | | Driver Behavior | | Land Use Characteristics | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Lanes: | 3 Lanes or Less | | | | 4 Lanes | | | | | 6+ Lanes | | | Signal | | Unsignalized Intersection | | Midblock | | | | | | | | | | | | | |
| | Speed: | 15-25 | 30-35 | 40-45 | 50-55 | 15-25 | 30-35 | 40-45 | 50-55 | 60-65 | 30-35 | 40-45 | 50-55 | Fully Protected Lefts | All Other Signals | Major | Minor | | Primary-Primary | Primary-Secondary | Primary-Minor | Secondary-Secondary | Secondary-Minor | Minor-Minor | Hard Braking Hot Spot | Harsh Acceleration Hot Spot | Disadvantaged or Low-Income Community | Near School | Near Park | Near Bus Stop | |
| Violation | Driving or Bicycling Under the Influence | 75 | 36 | 9 | 1 | 0 | 44 | 125 | 23 | 6 | 1 | 29 | 20 | 55 | 104 | 118 | 37 | 55 | 47 | 39 | 88 | 25 | 73 | 38 | 38 | 51 | 326 | 139 | 123 | 202 | 369 |
| | Unsafe Speed | 123 | 76 | 25 | 17 | 2 | 132 | 364 | 71 | 5 | 25 | 144 | 58 | 244 | 348 | 273 | 57 | 121 | 123 | 170 | 305 | 68 | 181 | 63 | 185 | 197 | 932 | 389 | 285 | 627 | 1,043 |
| | Improper Turning | 100 | 29 | 13 | 11 | 0 | 45 | 109 | 26 | 3 | 4 | 36 | 10 | 45 | 85 | 121 | 50 | 85 | 29 | 37 | 81 | 22 | 78 | 53 | 28 | 26 | 332 | 162 | 137 | 190 | 386 |
| | Vehicle Right of Way Violation | 160 | 112 | 21 | 11 | 0 | 137 | 379 | 59 | 0 | 6 | 104 | 27 | 64 | 401 | 377 | 113 | 61 | 55 | 142 | 309 | 99 | 226 | 123 | 101 | 69 | 923 | 430 | 311 | 562 | 1,016 |
| | Traffic Signals and Signs | 39 | 41 | 2 | 1 | 0 | 95 | 181 | 34 | 4 | 12 | 50 | 34 | 127 | 258 | 65 | 33 | 10 | 53 | 110 | 141 | 68 | 76 | 32 | 89 | 103 | 453 | 216 | 141 | 317 | 493 |
| Type | Head-On | 95 | 21 | 11 | 3 | 1 | 52 | 133 | 26 | 2 | 3 | 32 | 11 | 48 | 155 | 82 | 53 | 52 | 37 | 68 | 78 | 31 | 67 | 54 | 50 | 43 | 348 | 171 | 129 | 199 | 390 |
| | Sideswipe | 77 | 37 | 7 | 2 | 0 | 50 | 99 | 14 | 3 | 3 | 41 | 25 | 65 | 93 | 111 | 34 | 56 | 39 | 42 | 83 | 19 | 73 | 40 | 50 | 49 | 314 | 145 | 122 | 200 | 359 |
| | Rear End | 150 | 90 | 25 | 16 | 1 | 182 | 478 | 94 | 6 | 38 | 181 | 75 | 344 | 434 | 350 | 67 | 141 | 177 | 224 | 393 | 94 | 224 | 73 | 242 | 279 | 1,196 | 488 | 365 | 819 | 1,336 |
| | Broadside | 221 | 174 | 27 | 17 | 0 | 238 | 537 | 99 | 8 | 20 | 147 | 65 | 207 | 616 | 484 | 156 | 90 | 116 | 237 | 467 | 166 | 310 | 162 | 201 | 181 | 1,414 | 653 | 464 | 915 | 1,553 |
| | Hit Object | 40 | 10 | 10 | 5 | 1 | 18 | 75 | 17 | 3 | 1 | 30 | 3 | 24 | 48 | 67 | 19 | 55 | 0 | 2 | 0 | 0 | 2 | 1 | 15 | 16 | 171 | 79 | 72 | 92 | 213 |
| Time of Day | mid-3 am | 28 | 17 | 2 | 0 | 1 | 16 | 43 | 8 | 1 | 2 | 17 | 7 | 22 | 39 | 41 | 15 | 25 | 21 | 17 | 24 | 13 | 23 | 15 | 22 | 18 | 116 | 54 | 49 | 73 | 142 |
| | 3 am - 6 am | 23 | 9 | 2 | 5 | 0 | 15 | 40 | 16 | 1 | 2 | 16 | 5 | 21 | 47 | 30 | 14 | 23 | 14 | 19 | 27 | 14 | 23 | 15 | 19 | 18 | 117 | 42 | 38 | 57 | 135 |
| | 6 am - 9 am | 64 | 48 | 6 | 10 | 0 | 63 | 169 | 28 | 1 | 8 | 57 | 26 | 86 | 176 | 132 | 38 | 48 | 45 | 83 | 118 | 43 | 103 | 38 | 77 | 65 | 433 | 204 | 139 | 287 | 480 |
| | 9 am - noon | 63 | 43 | 10 | 2 | 0 | 49 | 156 | 33 | 3 | 7 | 59 | 24 | 76 | 174 | 114 | 34 | 51 | 39 | 65 | 128 | 41 | 85 | 35 | 68 | 61 | 410 | 177 | 132 | 247 | 449 |
| | noon- 3 pm | 88 | 61 | 14 | 6 | 0 | 92 | 236 | 45 | 5 | 12 | 69 | 28 | 130 | 229 | 188 | 53 | 57 | 66 | 102 | 191 | 54 | 124 | 58 | 102 | 98 | 590 | 256 | 182 | 385 | 657 |
| | 3 pm - 6 pm | 160 | 64 | 25 | 12 | 1 | 146 | 319 | 71 | 2 | 20 | 114 | 39 | 169 | 303 | 304 | 86 | 111 | 95 | 120 | 290 | 62 | 194 | 93 | 131 | 139 | 874 | 391 | 305 | 565 | 973 |
| | 6 pm - 9 pm | 113 | 58 | 13 | 5 | 1 | 95 | 237 | 36 | 7 | 7 | 73 | 33 | 115 | 249 | 192 | 62 | 60 | 59 | 116 | 193 | 63 | 118 | 68 | 96 | 103 | 600 | 276 | 209 | 414 | 678 |
| | 9 pm - mid | 62 | 33 | 7 | 5 | 0 | 64 | 136 | 25 | 2 | 6 | 31 | 20 | 73 | 139 | 109 | 27 | 43 | 45 | 68 | 105 | 34 | 67 | 27 | 48 | 74 | 347 | 146 | 113 | 227 | 391 |
| Driver At Fault Movement | Proceeding Straight | 347 | 209 | 35 | 21 | 0 | 310 | 723 | 144 | 12 | 46 | 240 | 99 | 457 | 707 | 590 | 179 | 253 | 228 | 322 | 582 | 188 | 419 | 178 | 325 | 369 | 1,962 | 858 | 654 | 1,297 | 2,186 |
| | Making Right Turn | 37 | 9 | 4 | 1 | 0 | 16 | 41 | 5 | 0 | 2 | 26 | 9 | 25 | 38 | 50 | 25 | 13 | 14 | 21 | 39 | 6 | 29 | 26 | 24 | 23 | 120 | 63 | 44 | 88 | 151 |
| | Making Left Turn | 112 | 58 | 26 | 13 | 1 | 130 | 326 | 52 | 3 | 9 | 79 | 28 | 70 | 383 | 248 | 84 | 52 | 62 | 132 | 270 | 79 | 143 | 99 | 90 | 70 | 756 | 347 | 255 | 449 | 837 |
| Victim Age | Under 19 | 124 | 67 | 17 | 6 | 2 | 96 | 230 | 41 | 4 | 10 | 68 | 25 | 104 | 238 | 193 | 73 | 82 | 49 | 102 | 174 | 64 | 135 | 77 | 99 | 90 | 605 | 286 | 233 | 404 | 690 |
| | 60+ | 74 | 42 | 11 | 8 | 0 | 77 | 202 | 33 | 4 | 7 | 56 | 22 | 95 | 195 | 156 | 36 | 55 | 46 | 76 | 165 | 48 | 110 | 36 | 81 | 73 | 466 | 207 | 174 | 323 | 537 |
| TOTAL | | 613 | 340 | 82 | 46 | 3 | 548 | 1,354 | 264 | 22 | 65 | 440 | 183 | 700 | 1,373 | 1,128 | 338 | 423 | 390 | 600 | 1,089 | 326 | 749 | 358 | 571 | 582 | 3,538 | 1,574 | 1,187 | 2,278 | |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Share of roadway/intersections: | 79% | 4% | 2% | 2% | 0% | 2% | 8% | 2% | 0% | 0% | 1% | 0% | 21% | 79% | 16% | 84% |
| Share of collisions: | 15% | 9% | 2% | 1% | 0% | 14% | 34% | 7% | 1% | 2% | 11% | 5% | 34% | 66% | 77% | 23% |
| Collisions per mile: | 1.7647 | 18.24 | 8.538 | 6.83314 | N/A | 61.99 | 40.6 | 32.03 | 19.41 | 85.24 | 87.52 | 98.33 | | | | |

| Mode: | Vehicle KSI Collisions | Roadway Type | | | | | | | | | | | | Location Type | | | | | Intersection Class | | | | | | Driver Behavior | | Land Use Characteristics | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Lanes: | 3 Lanes or Less | | | | 4 Lanes | | | | | 6+ Lanes | | | Signal | | Unsignalized Intersection | | Midblock | | | | | | | | | | | | | |
| | Speed: | 15-25 | 30-35 | 40-45 | 50-55 | 15-25 | 30-35 | 40-45 | 50-55 | 60-65 | 30-35 | 40-45 | 50-55 | Fully Protected Lefts | All Other Signals | Major | Minor | | Primary-Primary | Primary-Secondary | Primary-Minor | Secondary-Secondary | Secondary-Minor | Minor-Minor | Hard Braking Hot Spot | Harsh Acceleration Hot Spot | Disadvantaged or Low-Income Community | Near School | Near Park | Near Bus Stop | |
| Violation | Driving or Bicycling Under the Influence | 5 | 2 | 1 | 0 | 0 | 4 | 13 | 4 | 1 | 0 | 2 | 1 | 0 | 10 | 12 | 3 | 8 | 1 | 4 | 9 | 2 | 6 | 3 | 1 | 0 | 30 | 10 | 13 | 15 | 33 |
| | Unsafe Speed | 8 | 0 | 1 | 0 | 0 | 4 | 13 | 3 | 0 | 0 | 1 | 2 | 5 | 9 | 10 | 0 | 8 | 5 | 3 | 8 | 0 | 8 | 0 | 4 | 4 | 28 | 11 | 11 | 18 | 32 |
| | Improper Turning | 4 | 1 | 0 | 1 | 0 | 1 | 7 | 4 | 1 | 0 | 0 | 0 | 1 | 5 | 4 | 1 | 8 | 1 | 4 | 3 | 0 | 2 | 1 | 0 | 1 | 15 | 9 | 8 | 9 | 19 |
| | Vehicle Right of Way Violation | 0 | 1 | 0 | 0 | 0 | 7 | 18 | 2 | 0 | 0 | 1 | 2 | 1 | 19 | 11 | 0 | 0 | 0 | 6 | 16 | 2 | 6 | 1 | 6 | 1 | 30 | 15 | 6 | 16 | 31 |
| | Traffic Signals and Signs | 0 | 0 | 0 | 0 | 0 | 2 | 10 | 2 | 0 | 1 | 3 | 1 | 3 | 12 | 2 | 0 | 2 | 3 | 3 | 8 | 2 | 1 | 0 | 7 | 3 | 17 | 9 | 6 | 12 | 19 |
| Type | Head-On | 5 | 2 | 1 | 0 | 0 | 5 | 6 | 2 | 0 | 0 | 1 | 0 | 1 | 6 | 8 | 2 | 5 | 0 | 4 | 5 | 0 | 6 | 2 | 1 | 1 | 18 | 7 | 7 | 11 | 22 |
| | Sideswipe | 0 | 1 | 0 | 0 | 0 | 0 | 7 | 2 | 2 | 0 | 1 | 1 | 2 | 4 | 4 | 0 | 4 | 2 | 2 | 3 | 0 | 3 | 0 | 2 | 3 | 13 | 3 | 5 | 9 | 14 |
| | Rear End | 1 | 0 | 0 | 1 | 0 | 5 | 10 | 2 | 0 | 0 | 2 | 1 | 5 | 7 | 6 | 1 | 3 | 5 | 3 | 7 | 1 | 2 | 1 | 3 | 2 | 21 | 12 | 6 | 15 | 22 |
| | Broadside | 3 | 1 | 0 | 1 | 0 | 9 | 31 | 5 | 0 | 1 | 4 | 3 | 3 | 31 | 20 | 1 | 3 | 5 | 7 | 30 | 4 | 7 | 2 | 11 | 2 | 53 | 27 | 14 | 29 | 58 |
| | Hit Object | 9 | 3 | 1 | 1 | 0 | 3 | 10 | 3 | 1 | 0 | 0 | 0 | 1 | 8 | 11 | 1 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 25 | 11 | 16 | 10 | 31 |
| Time of Day | mid-3 am | 1 | 0 | 0 | 0 | 0 | 5 | 6 | 0 | 0 | 0 | 2 | 1 | 1 | 4 | 7 | 0 | 3 | 2 | 1 | 6 | 1 | 2 | 0 | 2 | 0 | 11 | 7 | 9 | 6 | 15 |
| | 3 am - 6 am | 1 | 1 | 0 | 3 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 1 | 0 | 3 | 1 | 1 | 0 | 1 | 2 | 0 | 1 | 0 | 6 | 2 | 1 | 1 | 8 |
| | 6 am - 9 am | 0 | 1 | 0 | 0 | 0 | 2 | 7 | 1 | 0 | 0 | 1 | 1 | 3 | 6 | 2 | 0 | 2 | 3 | 4 | 2 | 0 | 2 | 0 | 3 | 1 | 13 | 8 | 0 | 11 | 13 |
| | 9 am - noon | 1 | 0 | 0 | 0 | 0 | 1 | 5 | 0 | 0 | 1 | 2 | 0 | 1 | 5 | 3 | 0 | 1 | 0 | 0 | 7 | 0 | 2 | 0 | 1 | 1 | 10 | 7 | 4 | 7 | 10 |
| | noon- 3 pm | 2 | 0 | 0 | 0 | 0 | 1 | 5 | 4 | 2 | 0 | 1 | 0 | 1 | 4 | 3 | 0 | 7 | 0 | 3 | 4 | 0 | 1 | 0 | 2 | 1 | 12 | 4 | 9 | 4 | 15 |
| | 3 pm - 6 pm | 6 | 1 | 0 | 0 | 0 | 6 | 17 | 2 | 0 | 0 | 2 | 0 | 1 | 11 | 14 | 2 | 6 | 2 | 4 | 11 | 1 | 7 | 3 | 1 | 0 | 31 | 15 | 10 | 15 | 34 |
| | 6 pm - 9 pm | 5 | 1 | 1 | 0 | 0 | 5 | 13 | 4 | 1 | 0 | 1 | 3 | 2 | 15 | 10 | 3 | 4 | 2 | 4 | 14 | 1 | 6 | 3 | 6 | 2 | 32 | 10 | 11 | 20 | 34 |
| | 9 pm - mid | 5 | 3 | 1 | 0 | 0 | 1 | 10 | 6 | 0 | 0 | 1 | 1 | 4 | 8 | 10 | 1 | 5 | 4 | 4 | 7 | 1 | 6 | 1 | 3 | 5 | 24 | 9 | 9 | 15 | 28 |
| Driver At Fault Movement | Proceeding Straight | 12 | 2 | 0 | 1 | 0 | 7 | 33 | 9 | 1 | 0 | 4 | 3 | 6 | 27 | 18 | 5 | 16 | 7 | 8 | 24 | 2 | 10 | 5 | 7 | 5 | 62 | 33 | 30 | 34 | 72 |
| | Making Right Turn | 0 | 0 | 1 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 4 | 0 | 0 | 0 | 0 | 2 | 1 | 3 | 0 | 0 | 0 | 6 | 3 | 2 | 5 | 6 |
| | Making Left Turn | 1 | 1 | 0 | 0 | 0 | 8 | 14 | 0 | 0 | 0 | 1 | 1 | 0 | 17 | 8 | 1 | 0 | 0 | 4 | 15 | 2 | 3 | 2 | 3 | 0 | 25 | 11 | 5 | 13 | 26 |
| Victim Age | Under 19 | 6 | 2 | 1 | 1 | 0 | 6 | 21 | 8 | 1 | 1 | 3 | 3 | 6 | 16 | 18 | 0 | 13 | 4 | 4 | 18 | 3 | 11 | 0 | 10 | 5 | 46 | 15 | 18 | 30 | 53 |
| | 60+ | 3 | 0 | 0 | 0 | 0 | 1 | 7 | 1 | 0 | 0 | 2 | 0 | 2 | 4 | 5 | 2 | 1 | 2 | 0 | 6 | 1 | 2 | 2 | 3 | 0 | 13 | 10 | 2 | 8 | 14 |
| TOTAL | | 21 | 7 | 2 | 3 | 0 | 22 | 67 | 17 | 3 | 1 | 10 | 6 | 13 | 59 | 50 | 6 | 31 | 14 | 21 | 52 | 6 | 28 | 7 | 20 | 10 | 140 | 63 | 54 | 79 | |
| | Share of roadway/intersections: | 79% | 4% | 2% | 2% | 0% | 2% | 8% | 2% | 0% | 0% | 1% | 0% | 21% | 79% | 16% | 84% | | | | | | | | | | | | | | |
| | Share of collisions: | 13% | 4% | 1% | 2% | 0% | 14% | 42% | 11% | 2% | 1% | 6% | 4% | 18% | 82% | 89% | 11% | | | | | | | | | | | | | | |
| | Collisions per mile: | 0.0605 | 0.375 | 0.208 | 0.44564 | N/A | 2.489 | 2.009 | 2.063 | 2.647 | 1.311 | 1.989 | 3.224 | | | | | | | | | | | | | | | | | | |

| Mode: | Bicycle Collisions | Roadway Type | | | | | | | | | | | | Location Type | | | | | Intersection Class | | | | | | Driver Behavior | | Land Use Characteristics | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Lanes: | 3 Lanes or Less | | | | 4 Lanes | | | | | 6+ Lanes | | | Signal | | Unsignalized Intersection | | Midblock | | | | | | | | | | | | | |
| | Speed: | 15-25 | 30-35 | 40-45 | 50-55 | 15-25 | 30-35 | 40-45 | 50-55 | 60-65 | 30-35 | 40-45 | 50-55 | Fully Protected Lefts | All Other Signals | Major | Minor | | Primary-Primary | Primary-Secondary | Primary-Minor | Secondary-Secondary | Secondary-Minor | Minor-Minor | Hard Braking Hot Spot | Harsh Acceleration Hot Spot | Disadvantaged or Low-Income Community | Near School | Near Park | Near Bus Stop | |
| Violation | Wrong Side of Road | 21 | 14 | 2 | 0 | 0 | 15 | 53 | 5 | 0 | 3 | 13 | 2 | 23 | 34 | 41 | 11 | 19 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 17 | 117 | 55 | 41 | 80 | 128 |
| | Unsafe Speed | 6 | 0 | 0 | 1 | 0 | 3 | 5 | 1 | 0 | 0 | 1 | 2 | 4 | 4 | 3 | 5 | 3 | 3 | 1 | 7 | 0 | 0 | 5 | 4 | 3 | 18 | 8 | 5 | 8 | 19 |
| | Improper Turning | 9 | 3 | 1 | 1 | 0 | 0 | 8 | 1 | 0 | 0 | 5 | 0 | 2 | 8 | 15 | 2 | 1 | 1 | 2 | 11 | 0 | 10 | 3 | 1 | 3 | 26 | 13 | 8 | 20 | 28 |
| | Vehicle Right of Way Violation | 20 | 6 | 1 | 0 | 0 | 11 | 11 | 0 | 0 | 3 | 5 | 2 | 7 | 22 | 16 | 8 | 6 | 4 | 7 | 20 | 2 | 10 | 10 | 5 | 5 | 56 | 34 | 28 | 36 | 59 |
| | Traffic Signals and Signs | 7 | 6 | 0 | 0 | 0 | 8 | 7 | 2 | 0 | 0 | 14 | 0 | 12 | 18 | 7 | 5 | 2 | 0 | 7 | 14 | 5 | 9 | 7 | 5 | 11 | 36 | 20 | 20 | 28 | 44 |
| Type | Head-On | 4 | 3 | 0 | 0 | 0 | 2 | 10 | 0 | 0 | 0 | 3 | 1 | 5 | 7 | 8 | 1 | 2 | 2 | 4 | 4 | 2 | 8 | 1 | 3 | 3 | 21 | 13 | 12 | 15 | 23 |
| | Sideswipe | 16 | 3 | 2 | 1 | 0 | 6 | 6 | 0 | 0 | 1 | 2 | 0 | 3 | 10 | 13 | 6 | 5 | 2 | 4 | 7 | 2 | 11 | 6 | 2 | 1 | 33 | 18 | 17 | 22 | 37 |
| | Rear End | 3 | 0 | 1 | 0 | 0 | 3 | 7 | 2 | 1 | 1 | 2 | 1 | 4 | 5 | 5 | 2 | 5 | 2 | 2 | 5 | 2 | 3 | 2 | 3 | 6 | 17 | 7 | 4 | 12 | 21 |
| | Broadside | 43 | 20 | 2 | 1 | 0 | 26 | 73 | 1 | 0 | 4 | 28 | 5 | 31 | 63 | 59 | 25 | 25 | 9 | 25 | 64 | 16 | 36 | 29 | 18 | 25 | 180 | 88 | 62 | 123 | 203 |
| | Vehicle/Pedestrian | 8 | 6 | 0 | 0 | 0 | 3 | 8 | 7 | 0 | 0 | 13 | 0 | 13 | 15 | 12 | 2 | 3 | 6 | 9 | 13 | 2 | 8 | 4 | 8 | 12 | 41 | 25 | 16 | 23 | 45 |
| Time of Day | mid-3 am | 3 | 1 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 1 | 0 | 2 | 3 | 2 | 1 | 0 | 1 | 2 | 3 | 0 | 1 | 1 | 2 | 3 | 6 | 5 | 3 | 4 | 8 |
| | 3 am - 6 am | 1 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 1 | 0 | 2 | 0 | 1 | 3 | 3 | 0 | 0 | 0 | 2 | 2 | 0 | 3 | 0 | 0 | 2 | 6 | 2 | 2 | 6 | 7 |
| | 6 am - 9 am | 8 | 6 | 0 | 0 | 0 | 3 | 14 | 0 | 0 | 0 | 3 | 1 | 3 | 13 | 10 | 6 | 3 | 2 | 4 | 6 | 5 | 9 | 6 | 2 | 3 | 30 | 15 | 12 | 18 | 35 |
| | 9 am - noon | 5 | 4 | 0 | 0 | 0 | 10 | 21 | 1 | 0 | 1 | 9 | 1 | 10 | 20 | 16 | 1 | 5 | 4 | 10 | 19 | 2 | 10 | 3 | 7 | 7 | 47 | 28 | 14 | 29 | 52 |
| | noon- 3 pm | 15 | 7 | 0 | 0 | 0 | 4 | 13 | 0 | 0 | 2 | 7 | 1 | 7 | 13 | 15 | 4 | 10 | 2 | 8 | 14 | 3 | 7 | 5 | 4 | 5 | 41 | 24 | 20 | 30 | 49 |
| | 3 pm - 6 pm | 24 | 10 | 1 | 0 | 0 | 7 | 30 | 5 | 0 | 1 | 10 | 0 | 14 | 30 | 23 | 11 | 10 | 3 | 13 | 23 | 6 | 19 | 14 | 8 | 12 | 83 | 40 | 33 | 54 | 88 |
| | 6 pm - 9 pm | 17 | 4 | 2 | 1 | 0 | 10 | 24 | 4 | 0 | 1 | 10 | 2 | 15 | 16 | 24 | 11 | 9 | 6 | 8 | 19 | 7 | 15 | 11 | 6 | 11 | 65 | 31 | 22 | 45 | 75 |
| | 9 pm - mid | 2 | 1 | 1 | 1 | 0 | 5 | 7 | 0 | 0 | 1 | 3 | 2 | 5 | 6 | 7 | 2 | 3 | 2 | 1 | 11 | 2 | 2 | 2 | 6 | 6 | 22 | 10 | 8 | 15 | 23 |
| Driver At Fault Movement | Proceeding Straight | 13 | 3 | 0 | 1 | 0 | 6 | 5 | 2 | 0 | 2 | 4 | 2 | 9 | 8 | 9 | 7 | 5 | 5 | 3 | 7 | 3 | 8 | 7 | 7 | 8 | 37 | 16 | 13 | 22 | 38 |
| | Making Right Turn | 4 | 1 | 1 | 0 | 0 | 3 | 7 | 1 | 1 | 0 | 7 | 1 | 5 | 10 | 9 | 1 | 1 | 2 | 6 | 11 | 3 | 2 | 1 | 3 | 6 | 22 | 8 | 6 | 16 | 26 |
| | Making Left Turn | 1 | 2 | 1 | 0 | 0 | 3 | 6 | 0 | 0 | 0 | 3 | 0 | 2 | 11 | 1 | 0 | 2 | 0 | 3 | 7 | 1 | 1 | 2 | 0 | 1 | 15 | 8 | 5 | 10 | 16 |
| Victim Age | Under 19 | 20 | 11 | 0 | 1 | 0 | 8 | 26 | 4 | 0 | 0 | 10 | 1 | 8 | 27 | 28 | 9 | 9 | 1 | 13 | 23 | 5 | 18 | 13 | 6 | 4 | 70 | 49 | 39 | 47 | 81 |
| | 60+ | 10 | 6 | 0 | 0 | 0 | 6 | 10 | 1 | 1 | 2 | 6 | 0 | 7 | 13 | 10 | 8 | 4 | 0 | 8 | 8 | 5 | 9 | 8 | 2 | 5 | 38 | 21 | 16 | 23 | 42 |
| TOTAL | | 76 | 33 | 5 | 2 | 0 | 42 | 112 | 10 | 1 | 6 | 48 | 7 | 58 | 106 | 101 | 37 | 40 | 21 | 48 | 99 | 25 | 67 | 43 | 36 | 50 | 304 | 159 | 115 | 204 | |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Share of roadway/intersections: | 79% | 4% | 2% | 2% | 0% | 2% | 8% | 2% | 0% | 0% | 1% | 0% | 21% | 79% | 16% | 84% |
| Share of collisions: | 22% | 10% | 1% | 1% | 0% | 12% | 33% | 3% | 0% | 2% | 14% | 2% | 35% | 65% | 73% | 27% |
| Collisions per mile: | 0.2188 | 1.77 | 0.521 | 0.29709 | N/A | 4.751 | 3.358 | 1.213 | 0.882 | 7.868 | 9.547 | 3.761 | | | | |

| Mode: | Bicycle KSI Collisions | Roadway Type | | | | | | | | | | | | Location Type | | | | | Intersection Class | | | | | | Driver Behavior | | Land Use Characteristics | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Lanes: | 3 Lanes or Less | | | | 4 Lanes | | | | | 6+ Lanes | | | Signal | | Unsignalized Intersection | | Midblock | | | | | | | | | | | | | |
| | Speed: | 15-25 | 30-35 | 40-45 | 50-55 | 15-25 | 30-35 | 40-45 | 50-55 | 60-65 | 30-35 | 40-45 | 50-55 | Fully Protected Lefts | All Other Signals | Major | Minor | | Primary-Primary | Primary-Secondary | Primary-Minor | Secondary-Secondary | Secondary-Minor | Minor-Minor | Hard Braking Hot Spot | Harsh Acceleration Hot Spot | Disadvantaged or Low-Income Community | Near School | Near Park | Near Bus Stop | |
| Violation | Wrong Side of Road | 2 | 0 | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 1 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 2 | 3 | 4 | 6 |
| | Unsafe Speed | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 2 | 1 | 1 | 0 | 2 |
| | Improper Turning | 2 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 0 | 4 | 1 | 1 | 2 | 4 |
| | Vehicle Right of Way Violation | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 2 | 0 | 1 | 0 | 3 | 2 | 2 | 2 | 3 |
| | Traffic Signals and Signs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 |
| Type | Head-On | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 3 | 0 | 2 | 2 | 3 |
| | Sideswipe | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 3 | 1 | 1 | 1 | 3 |
| | Rear End | 0 | 0 | 1 | 0 | 0 | 2 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 3 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 2 | 5 | 1 | 2 | 3 | 5 |
| | Broadside | 2 | 1 | 0 | 0 | 0 | 2 | 5 | 0 | 0 | 0 | 1 | 0 | 2 | 2 | 6 | 1 | 0 | 1 | 0 | 3 | 2 | 4 | 1 | 1 | 0 | 10 | 5 | 3 | 5 | 11 |
| | Vehicle/Pedestrian | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 3 | 0 | 1 | 1 | 0 | 3 | 0 | 0 | 0 | 1 | 1 | 3 | 1 | 5 | 2 | 0 | 2 | 5 |
| Time of Day | mid-3 am | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 2 | 1 | 0 | 0 | 2 |
| | 3 am - 6 am | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 2 | 0 | 0 | 2 | 2 |
| | 6 am - 9 am | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 9 am - noon | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 2 | 0 | 2 | 0 | 2 | 1 | 0 | 1 | 0 | 0 | 1 | 2 | 1 | 1 | 0 | 5 | 1 | 1 | 3 | 5 |
| | noon- 3 pm | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 1 | 2 | 3 |
| | 3 pm - 6 pm | 4 | 0 | 0 | 0 | 0 | 2 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 6 | 1 | 1 | 0 | 0 | 3 | 1 | 4 | 1 | 1 | 0 | 9 | 5 | 4 | 3 | 10 |
| | 6 pm - 9 pm | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 3 | 3 | 0 | 2 | 3 |
| | 9 pm - mid | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 1 | 2 |
| Driver At Fault Movement | Proceeding Straight | 2 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 3 | 0 | 3 | 1 | 1 | 1 | 0 | 2 | 0 | 0 | 2 | 1 | 1 | 2 | 2 | 5 | 3 | 0 | 3 | 6 |
| | Making Right Turn | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 2 | 0 | 0 | 1 | 2 |
| | Making Left Turn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Victim Age | Under 19 | 2 | 0 | 0 | 0 | 0 | 2 | 4 | 1 | 0 | 0 | 1 | 0 | 1 | 2 | 5 | 1 | 1 | 0 | 1 | 2 | 2 | 3 | 1 | 1 | 0 | 10 | 4 | 4 | 1 | 10 |
| | 60+ | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 2 | 1 | 0 | 0 | 1 | 0 | 0 | 2 | 1 | 0 | 1 | 4 | 2 | 1 | 3 | 4 |
| TOTAL | | 7 | 2 | 1 | 0 | 0 | 5 | 7 | 1 | 1 | 0 | 4 | 0 | 5 | 7 | 12 | 3 | 1 | 4 | 2 | 5 | 4 | 9 | 3 | 4 | 3 | 27 | 10 | 8 | 13 | |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Share of roadway/intersections: | 79% | 4% | 2% | 2% | 0% | 2% | 8% | 2% | 0% | 0% | 1% | 0% | 21% | 79% | 16% | 84% |
| Share of collisions: | 25% | 7% | 4% | 0% | 0% | 18% | 25% | 4% | 4% | 0% | 14% | 0% | 42% | 58% | 80% | 20% |
| Collisions per mile: | 0.0202 | 0.107 | 0.104 | 0 | N/A | 0.566 | 0.21 | 0.121 | 0.882 | 0 | 0.796 | 0 | | | | |

| Mode: | Pedestrian Collisions | Roadway Type | | | | | | | | | | | | Location Type | | | | | Intersection Class | | | | | | Driver Behavior | | Land Use Characteristics | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Lanes: | 3 Lanes or Less | | | | 4 Lanes | | | | | 6+ Lanes | | | Signal | | Unsignalized Intersection | | Midblock | | | | | | | | | | | | | |
| | Speed: | 15-25 | 30-35 | 40-45 | 50-55 | 15-25 | 30-35 | 40-45 | 50-55 | 60-65 | 30-35 | 40-45 | 50-55 | Fully Protected Lefts | All Other Signals | Major | Minor | | Primary-Primary | Primary-Secondary | Primary-Minor | Secondary-Secondary | Secondary-Minor | Minor-Minor | Hard Braking Hot Spot | Harsh Acceleration Hot Spot | Disadvantaged or Low-Income Community | Near School | Near Park | Near Bus Stop | |
| Violation | Pedestrian Right of Way Violation | 40 | 22 | 4 | 0 | 0 | 28 | 36 | 2 | 0 | 2 | 21 | 1 | 15 | 69 | 39 | 27 | 7 | 1 | 0 | 0 | 0 | 1 | 1 | 0 | 18 | 139 | 97 | 65 | 104 | 157 |
| | Pedestrian Violation | 46 | 16 | 0 | 1 | 0 | 21 | 37 | 1 | 1 | 1 | 17 | 3 | 21 | 33 | 41 | 18 | 31 | 0 | 1 | 2 | 0 | 6 | 8 | 0 | 18 | 134 | 72 | 57 | 90 | 144 |
| | Other Improper Driving | 11 | 1 | 0 | 0 | 0 | 4 | 5 | 1 | 0 | 0 | 9 | 3 | 10 | 3 | 8 | 6 | 7 | 1 | 2 | 3 | 0 | 2 | 5 | 8 | 10 | 29 | 11 | 5 | 21 | 34 |
| | Unsafe Speed | 15 | 3 | 2 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 2 | 0 | 0 | 4 | 5 | 8 | 8 | 1 | 2 | 1 | 0 | 2 | 5 | 0 | 0 | 22 | 11 | 10 | 10 | 25 |
| | Unsafe Starting or Backing | 13 | 2 | 0 | 0 | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 4 | 5 | 8 | 2 | 0 | 1 | 0 | 0 | 5 | 0 | 0 | 18 | 9 | 11 | 9 | 19 |
| Type | Head-On | 4 | 1 | 0 | 0 | 0 | 2 | 3 | 1 | 0 | 0 | 0 | 0 | 1 | 5 | 0 | 2 | 3 | 1 | 3 | 1 | 0 | 1 | 3 | 1 | 1 | 11 | 5 | 4 | 5 | 11 |
| | Sideswipe | 11 | 5 | 0 | 0 | 0 | 1 | 6 | 1 | 0 | 0 | 1 | 0 | 2 | 5 | 10 | 6 | 2 | 2 | 1 | 5 | 1 | 8 | 6 | 1 | 2 | 24 | 16 | 11 | 12 | 25 |
| | Rear End | 3 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 2 | 2 | 1 | 2 | 3 | 0 | 2 | 1 | 1 | 0 | 1 | 3 | 2 | 1 | 7 | 2 | 4 | 3 | 8 |
| | Broadside | 8 | 1 | 0 | 0 | 0 | 4 | 6 | 0 | 0 | 0 | 1 | 0 | 0 | 6 | 6 | 5 | 3 | 1 | 2 | 6 | 1 | 2 | 5 | 1 | 0 | 16 | 12 | 9 | 12 | 20 |
| | Vehicle/Pedestrian | 128 | 40 | 8 | 1 | 0 | 56 | 82 | 2 | 1 | 3 | 53 | 5 | 48 | 108 | 94 | 71 | 59 | 29 | 38 | 92 | 19 | 67 | 78 | 34 | 45 | 341 | 199 | 146 | 230 | 380 |
| Time of Day | mid-3 am | 6 | 1 | 0 | 0 | 0 | 3 | 4 | 0 | 0 | 0 | 3 | 0 | 1 | 8 | 2 | 2 | 4 | 0 | 2 | 5 | 1 | 3 | 2 | 1 | 1 | 16 | 6 | 4 | 10 | 17 |
| | 3 am - 6 am | 2 | 0 | 1 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 1 | 1 | 1 | 3 | 2 | 0 | 2 | 0 | 1 | 4 | 0 | 1 | 0 | 0 | 0 | 6 | 3 | 2 | 5 | 8 |
| | 6 am - 9 am | 33 | 7 | 2 | 0 | 0 | 9 | 11 | 3 | 0 | 0 | 8 | 0 | 7 | 18 | 17 | 19 | 13 | 5 | 8 | 12 | 1 | 16 | 19 | 5 | 6 | 59 | 46 | 39 | 45 | 74 |
| | 9 am - noon | 14 | 5 | 0 | 0 | 0 | 4 | 10 | 0 | 0 | 1 | 3 | 0 | 6 | 8 | 9 | 9 | 5 | 3 | 7 | 4 | 3 | 6 | 9 | 4 | 4 | 32 | 17 | 19 | 27 | 37 |
| | noon- 3 pm | 11 | 6 | 1 | 0 | 0 | 9 | 14 | 0 | 0 | 0 | 7 | 1 | 9 | 17 | 13 | 7 | 3 | 5 | 9 | 13 | 1 | 11 | 8 | 5 | 11 | 45 | 25 | 19 | 28 | 49 |
| | 3 pm - 6 pm | 42 | 11 | 0 | 0 | 0 | 11 | 16 | 1 | 0 | 0 | 12 | 2 | 10 | 24 | 21 | 24 | 16 | 11 | 7 | 16 | 2 | 18 | 25 | 6 | 8 | 88 | 52 | 38 | 53 | 95 |
| | 6 pm - 9 pm | 33 | 12 | 2 | 0 | 0 | 18 | 25 | 0 | 1 | 2 | 9 | 2 | 10 | 29 | 31 | 17 | 17 | 6 | 9 | 28 | 9 | 15 | 23 | 11 | 8 | 96 | 55 | 36 | 66 | 104 |
| | 9 pm - mid | 13 | 5 | 1 | 1 | 0 | 7 | 17 | 0 | 0 | 0 | 13 | 1 | 9 | 18 | 16 | 8 | 7 | 7 | 3 | 19 | 2 | 11 | 8 | 6 | 11 | 56 | 27 | 16 | 28 | 58 |
| Pedestrian Action | Crossing in Crosswalk at Intersection | 41 | 17 | 2 | 0 | 0 | 35 | 40 | 2 | 0 | 2 | 30 | 2 | 25 | 82 | 32 | 29 | 3 | 17 | 21 | 49 | 14 | 34 | 35 | 19 | 25 | 153 | 97 | 66 | 115 | 171 |
| | Crossing in Crosswalk Not at Intersectio | 3 | 0 | 0 | 0 | 0 | 2 | 5 | 0 | 0 | 0 | 4 | 1 | 5 | 4 | 3 | 0 | 3 | 2 | 3 | 4 | 0 | 3 | 0 | 4 | 2 | 12 | 9 | 6 | 12 | 15 |
| | Crossing Not in Crosswalk | 71 | 18 | 2 | 1 | 0 | 14 | 27 | 1 | 1 | 1 | 9 | 2 | 9 | 14 | 50 | 32 | 43 | 6 | 10 | 25 | 3 | 27 | 34 | 8 | 9 | 138 | 76 | 61 | 79 | 148 |
| | In Road | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 33 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Not In Road | 13 | 4 | 1 | 0 | 0 | 5 | 10 | 1 | 0 | 0 | 5 | 2 | 7 | 7 | 10 | 10 | 7 | 4 | 9 | 5 | 1 | 6 | 10 | 5 | 6 | 35 | 18 | 14 | 23 | 41 |
| Driver At Fault Movement | Proceeding Straight | 46 | 16 | 4 | 0 | 0 | 10 | 25 | 0 | 0 | 1 | 5 | 2 | 8 | 23 | 34 | 29 | 68 | 6 | 5 | 18 | 7 | 28 | 33 | 7 | 9 | 95 | 56 | 53 | 63 | 110 |
| | Making Right Turn | 14 | 3 | 0 | 0 | 0 | 9 | 11 | 1 | 0 | 1 | 11 | 1 | 12 | 17 | 9 | 10 | 3 | 7 | 12 | 10 | 0 | 8 | 11 | 11 | 11 | 47 | 30 | 18 | 38 | 51 |
| | Making Left Turn | 16 | 5 | 2 | 0 | 0 | 14 | 15 | 2 | 0 | 0 | 10 | 0 | 2 | 43 | 7 | 12 | 0 | 2 | 9 | 26 | 4 | 10 | 13 | 5 | 6 | 55 | 41 | 23 | 36 | 64 |
| Victim Age | Under 19 | 64 | 13 | 2 | 1 | 0 | 10 | 31 | 1 | 1 | 0 | 16 | 2 | 12 | 27 | 39 | 31 | 33 | 7 | 15 | 26 | 5 | 24 | 33 | 10 | 6 | 124 | 83 | 62 | 84 | 142 |
| | 60+ | 20 | 15 | 2 | 0 | 0 | 12 | 16 | 1 | 0 | 1 | 9 | 2 | 11 | 23 | 26 | 13 | 5 | 8 | 8 | 16 | 3 | 23 | 15 | 13 | 9 | 72 | 45 | 32 | 49 | 78 |
| TOTAL | | 156 | 48 | 8 | 1 | 0 | 65 | 101 | 5 | 1 | 3 | 56 | 7 | 54 | 128 | 115 | 87 | 68 | 37 | 47 | 105 | 21 | 82 | 95 | 40 | 50 | 407 | 237 | 176 | 267 | |
| | | 347.4 | 18.6 | 9.6 | 6.7 | 0.0 | 8.8 | 33.4 | 8.2 | 1.1 | 0.8 | 5.0 | 1.9 | 36 | 135 | 643 | 3340 | | | | | | | | | | | | | | |
| Share of roadway/intersections: | | 79% | 4% | 2% | 2% | 0% | 2% | 8% | 2% | 0% | 0% | 1% | 0% | 21% | 79% | 16% | 84% | | | | | | | | | | | | | | |
| Share of collisions: | | 35% | 11% | 2% | 0% | 0% | 14% | 22% | 1% | 0% | 1% | 12% | 2% | 30% | 70% | 57% | 43% | | | | | | | | | | | | | | |
| Collisions per mile: | | 0.4491 | 2.574 | 0.833 | 0.14855 | N/A | 7.353 | 3.028 | 0.607 | 0.882 | 3.934 | 11.14 | 3.761 | | | | | | | | | | | | | | | | | | |

| Mode: | Pedestrian KSI Collisions | Roadway Type | | | | | | | | | | | | Location Type | | | | | Intersection Class | | | | | | Driver Behavior | | Land Use Characteristics | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Lanes: | 3 Lanes or Less | | | | 4 Lanes | | | | | 6+ Lanes | | | Signal | | Unsignalized Intersection | | Midblock | | | | | | | | | | | | | |
| | Speed: | 15-25 | 30-35 | 40-45 | 50-55 | 15-25 | 30-35 | 40-45 | 50-55 | 60-65 | 30-35 | 40-45 | 50-55 | Fully Protected Lefts | All Other Signals | Major | Minor | | Primary-Primary | Primary-Secondary | Primary-Minor | Secondary-Secondary | Secondary-Minor | Minor-Minor | Hard Braking Hot Spot | Harsh Acceleration Hot Spot | Disadvantaged or Low-Income Community | Near School | Near Park | Near Bus Stop | |
| Violation | Pedestrian Right of Way Violation | 4 | 2 | 1 | 0 | 0 | 1 | 4 | 0 | 0 | 0 | 2 | 0 | 1 | 4 | 6 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | 14 | 8 | 5 | 9 | 14 |
| | Pedestrian Violation | 5 | 6 | 0 | 0 | 0 | 10 | 10 | 0 | 1 | 1 | 2 | 1 | 2 | 11 | 14 | 4 | 5 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 3 | 34 | 18 | 15 | 20 | 36 |
| | Other Improper Driving | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 3 | 1 | 0 | 3 | 3 |
| | Unsafe Speed | 4 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 1 | 1 | 6 |
| | Improper Turning | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 1 | 0 | 2 |
| Type | Head-On | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 2 | 0 | 2 |
| | Sideswipe | 0 | 2 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 2 | 0 | 3 | 0 | 0 | 0 | 4 | 4 | 1 | 2 | 5 |
| | Overturned | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| | Broadside | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 | 2 | 1 | 1 | 2 |
| | Vehicle/Pedestrian | 16 | 9 | 2 | 0 | 0 | 12 | 15 | 0 | 1 | 1 | 5 | 2 | 4 | 16 | 22 | 12 | 9 | 3 | 2 | 22 | 1 | 13 | 13 | 3 | 6 | 62 | 26 | 23 | 38 | 63 |
| Time of Day | mid-3 am | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 1 | 3 | 1 | 1 | 3 | 4 |
| | 3 am - 6 am | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 3 | 1 | 0 | 2 | 3 |
| | 6 am - 9 am | 2 | 2 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 3 | 2 | 1 | 0 | 0 | 2 | 0 | 2 | 2 | 0 | 0 | 7 | 4 | 3 | 5 | 7 |
| | 9 am - noon | 2 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 2 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 4 | 3 | 3 | 3 | 4 |
| | noon- 3 pm | 2 | 1 | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 1 | 1 | 2 | 2 | 1 | 2 | 1 | 2 | 1 | 0 | 1 | 2 | 1 | 1 | 8 | 3 | 3 | 5 | 8 |
| | 3 pm - 6 pm | 6 | 2 | 0 | 0 | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 3 | 4 | 1 | 0 | 0 | 3 | 0 | 4 | 4 | 0 | 0 | 12 | 7 | 7 | 6 | 12 |
| | 6 pm - 9 pm | 3 | 5 | 0 | 0 | 0 | 4 | 2 | 0 | 1 | 1 | 1 | 0 | 1 | 4 | 8 | 2 | 2 | 1 | 0 | 7 | 1 | 4 | 2 | 1 | 1 | 17 | 9 | 7 | 13 | 17 |
| | 9 pm - mid | 2 | 0 | 0 | 0 | 0 | 4 | 9 | 0 | 0 | 0 | 3 | 0 | 2 | 4 | 7 | 3 | 2 | 1 | 1 | 8 | 0 | 2 | 3 | 1 | 3 | 17 | 5 | 3 | 4 | 18 |
| Pedestrian Action | Crossing in Crosswalk at Intersection | 4 | 1 | 0 | 0 | 0 | 6 | 5 | 0 | 0 | 0 | 4 | 0 | 2 | 10 | 5 | 3 | 0 | 2 | 1 | 11 | 0 | 3 | 3 | 1 | 3 | 20 | 11 | 8 | 14 | 20 |
| | Crossing in Crosswalk Not at Intersectio | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Crossing Not in Crosswalk | 12 | 7 | 0 | 0 | 0 | 5 | 8 | 0 | 1 | 1 | 2 | 2 | 2 | 4 | 17 | 6 | 9 | 1 | 2 | 9 | 1 | 9 | 6 | 2 | 3 | 36 | 16 | 14 | 18 | 38 |
| | In Road | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Not In Road | 0 | 2 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 1 | 1 | 0 | 1 | 0 | 0 | 2 | 2 | 0 | 0 | 5 | 2 | 1 | 4 | 5 |
| Driver At Fault Movement | Proceeding Straight | 6 | 2 | 2 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 1 | 1 | 1 | 3 | 5 | 5 | 11 | 1 | 0 | 3 | 0 | 5 | 5 | 1 | 2 | 16 | 5 | 5 | 6 | 16 |
| | Making Right Turn | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 1 |
| | Making Left Turn | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 3 | 0 | 1 | 0 | 0 | 0 | 3 | 0 | 0 | 1 | 0 | 1 | 4 | 4 | 2 | 3 | 4 |
| Victim Age | Under 19 | 11 | 3 | 0 | 0 | 0 | 3 | 8 | 0 | 1 | 0 | 4 | 0 | 1 | 5 | 11 | 6 | 7 | 1 | 2 | 7 | 0 | 7 | 7 | 0 | 1 | 28 | 16 | 13 | 18 | 30 |
| | 60+ | 3 | 6 | 1 | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 1 | 1 | 3 | 7 | 3 | 0 | 1 | 0 | 4 | 0 | 6 | 3 | 1 | 1 | 14 | 8 | 7 | 9 | 14 |
| TOTAL | | 18 | 11 | 2 | 0 | 0 | 13 | 19 | 0 | 1 | 1 | 6 | 2 | 4 | 19 | 26 | 13 | 11 | 3 | 4 | 24 | 1 | 16 | 14 | 3 | 6 | 71 | 33 | 27 | 41 | |
| | | 347.4 | 18.6 | 9.6 | 6.7 | 0.0 | 8.8 | 33.4 | 8.2 | 1.1 | 0.8 | 5.0 | 1.9 | 36 | 135 | 643 | 3340 | | | | | | | | | | | | | | |
| Share of roadway/intersections: | | 79% | 4% | 2% | 2% | 0% | 2% | 8% | 2% | 0% | 0% | 1% | 0% | 21% | 79% | 16% | 84% | | | | | | | | | | | | | | |
| Share of collisions: | | 25% | 15% | 3% | 0% | 0% | 18% | 26% | 0% | 1% | 1% | 8% | 3% | 17% | 83% | 67% | 33% | | | | | | | | | | | | | | |
| Collisions per mile: | | 0.0518 | 0.59 | 0.208 | 0 | N/A | 1.471 | 0.57 | 0 | 0.882 | 1.311 | 1.193 | 1.075 | | | | | | | | | | | | | | | | | | |

FEHR PEERS

# Memorandum

Date: February 17, 2022

To: Debbie O'Leary

From: Rachel Om, Emily Finkel, Steve Brown, and Marshall Ballard

**Subject: City of Oxnard Crossroads and Collision Data Management Plan**

*LA21-3267*

Reliable collision data are essential for local agency safety practitioners to identify locations with an existing roadway safety problem, locations that are susceptible to future roadway crashes, and potentially effective countermeasures.[1] The purpose of the City of Oxnard Crossroads and Collision Data Management Plan, developed through the Oxnard Local Road Safety Plan, is to support ongoing City processes to ensure collision data are accurate and shared across departments for ongoing safety analysis that informs roadway safety improvements throughout the city.

The Fehr & Peers team facilitated discussions with the City of Oxnard Police traffic sergeant, Public Works staff, Information Technology staff, and Crossroads representatives to understand the City's current collision data workflow, challenges with maintaining and sharing collision data, and next steps for the City's collision data workflow. Conversations occurred May 2021, June 2021, and October 2021. The findings and recommendations of this plan reflect the status of managing Oxnard collision data as of October 2021.

## Existing Collision Data Workflow

The Oxnard Police Department (OPD) maintains the City's collision data in a record management system (RMS), which is a comprehensive database that also include other records related to police operations, such as citations and arrests. OPD also maintains the City's collision data in Crossroads Software, which provides reporting and analytics for traffic collisions and citations. The intent of using Crossroads was to facilitate data sharing with the Public Works Department for roadway safety analysis and project development. However, discrepancies between the RMS and Crossroads database led to concerns about data quality. Therefore, this section documents the existing collision

[1] Caltrans. (2020). *Local Roadway Safety: A Manual for California's Local Road Owners*. https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/lrsm2020.pdf

data workflow to identify pain points and opportunities for improved coordination. This is intended to ensure the identified pain points are addressed in the next steps for the City's collision data workflow.

## Recording Collision Data

Officers can record collision data either at a crash site or at the police station. At a crash site, an officer can input collision data in their vehicle's mobile data terminal (MDT). However, most officers take notes at a crash site then input the collision report into the RMS upon returning to the station. After an officer submits a collision report, investigating officers will review the report and either follow up with the officer to correct errors or fill in missing information and finalize the data in the RMS.

## Sharing Collision Data

Given the personal identifiable information in the collision data and other records, access to the RMS is limited to OPD staff. When the Oxnard Public Works Department needs collision data, Public Works staff submit a request to OPD to receive collision reports for specific locations and time periods.

### *Crossroads Software*

Prior to Fall 2020, OPD would send PDF copies of collision reports to LexisNexis, a third-party vendor, to manually enter collision data into OPD's Crossroads database. OPD found this workflow resulted in data entry errors and duplicate entries and decided to manage their Crossroads database internally in Fall 2020. When OPD started to directly manage their Crossroads database, the collision records in Crossroads and the RMS were not consistent because OPD staff were learning how to run the built-in verification processes in Crossroads, such as street name, primary collision factor, and vehicle code verification. OPD staff have been coordinating with Crossroads staff to learn how to manage their Crossroads database and as of October 2021, OPD has verified that collision data for 2019 and 2020 are consistent and verified between their Crossroads database and RMS. As a next step, OPD is working to import the last ten years of collision data from their RMS to Crossroads to provide the Public Works department access to historical collision data to support traffic safety analysis.

### *Submitting Collision Data to SWITRS*

OPD sends collision reports to the California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS). OPD has coordinated with the City's IT department to program an automated daily script that queries the RMS for new collision reports and saves the PDF reports in a folder. The City's Records Management department then prints and mails the collision records to SWITRS on a regular basis.

Through the LRSP, Fehr & Peers compared collision data from 2016 to 2020 in the RMS to collision data for the same period downloaded from the Transportation Injury Mapping System (TIMS), which is a data platform by the UC Berkeley Safe Transportation Research and Education Center (SafeTREC) with geocoded injury collisions from SWITRS. Fehr & Peers identified injury collisions in the RMS that were not in the TIMS database. OPD reviewed the discrepancies and found that the additional collision records in RMS had not been sent to SWITRS because those collision records did not follow the naming convention that would enable those records to be queried by the daily automated script.

## New Collision Data Workflow

Ventura County received grant funding to manage a multi-jurisdictional contract with Crossroads that provides participating jurisdictions in Ventura County access to the Crossroads Software collision report writer and analytics platform. The contract includes ongoing maintenance and support from Crossroads for at least five years and on-site training at Ventura County offices. By participating in this contract, OPD would be able to directly input collision data into Crossroads rather than importing from RMS. Oxnard Public Works staff would also be able to directly access collision data rather than submitting requests for each collision query. OPD requested local funding to participate in the County's contract and is working on establishing the necessary infrastructure and processes for a new collision data workflow.

### Recording Collision Data

Officers can continue to record collision data either at a crash site or at the police station. The Crossroads collision report writer has an interface that mirrors a hard copy report and can be used on a desktop computer, MDT, or mobile device (iPhone, Android, and tablet). The collision report writer design and multi-device compatibility provide an improved and more reliable experience for officers recording collision data at a crash site.

The collision report writer also includes built-in validation that must be run before a report can be submitted. Validation includes ensuring the report is completed and flagging conflicting information. The collision report writer also includes a review process for investigating officers to review, comment, request changes, and approve reports within the application.

### Sharing Collision Data

Collision data in Crossroads can be exported into the RMS so that OPD can have their operations data in one location for internal record keeping. This is an automated process that is set up according to an agency's preferences.

To share collision data with Public Works, OPD is working with Crossroads staff to set up a mirror database that will query the OPD Crossroads database daily so that Oxnard Public Works staff will have access to the most recent collision data. The firewall protections for the OPD network prevent

external departments to have direct access to any OPD data. Therefore, the mirror database queries the OPD collision database and extracts collision data without the personal identifiable information. This allows Public Works staff to access collision data from a Public Works network version of Crossroads on their computers.

*Submitting Collision Data to SWITRS*

In addition to accepting physical collision reports, CHP also accepts electronic collision reports from local agencies. Under the Ventura County Crossroads contract, OPD can transition their submission process from mailing physical collision reports to setting up an automated electronic submission to CHP in Crossroads.

## Recommendations

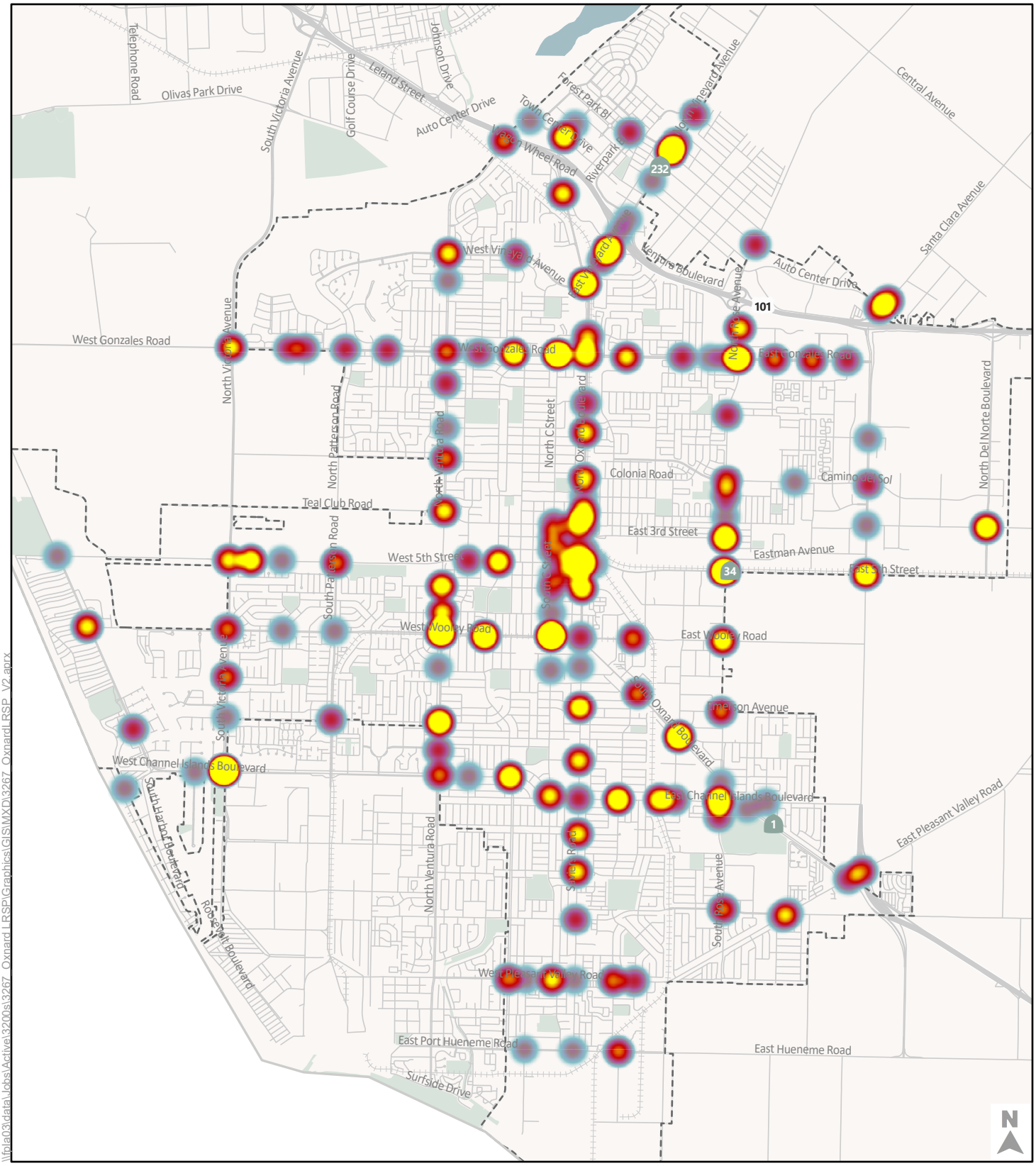
The following near-term and long-term recommendations consider the learning curve with setting up a new collision workflow. The near-term recommendations are applicable for the next one to two years of setting up and establishing a workflow, and the long-term recommendations are applicable to the remaining time of the Ventura County contract and beyond the contract timeframe.

*Near-Term Recommendations*

- Designate a collision data champion in OPD who will coordinate with Crossroads, Oxnard IT, Oxnard Public Works, and CHP to document workflows and set up a mirror database.
- OPD, IT, and Public Works staff attend on-site trainings offered by Crossroads staff at Ventura County offices.
- OPD uses the Crossroads collision report writer to send collision data to SWITRS. However, if OPD continues to send collision data from RMS via the automated script, implement a verification process to ensure consistency in the report naming convention.
- OPD and IT establish a verification process to confirm that all collision data in Crossroads are accurately exported to the RMS. The verification process could include reviewing a summary of one week of Crossroads and RMS data, such as the number of collisions, number of collisions involving someone killed or severely injured, and number of collisions by crash type. The purpose of this verification process is to ensure the data pipeline is functional.

*Long-Term Recommendations*

- Identify a funding source to continue using the Crossroads collision report writer after the Ventura County contract expires.
- Continue the verification process to ensure that all collision data in Crossroads is accurately exported to the RMS, Public Works, and CHP.
- Evaluate the costs associated with maintaining the new workflow.
- Coordinate a working group with the County and other users of the County's Crossroads contract to establish a path to sustained funding and use of the process and software.




This map includes the following violations:
21453(a) - Driver not stopping at line on red signal
21453(c) - Driver not stopping at red arrow signal

Number of Red Light Violation Injury Collisions

Low

High

Oxnard Local Road Safety Plan
Red Light Violation Injury Collisions (2016 - 2020)

**Oxnard Local Road Safety Plan**

**Red Light Violation* Injury Collisions (2016 - 2020)**

| Intersection | Number of Injury Collisions |
|---|---|
| CHANNEL ISLANDS BL & VICTORIA AV | 16 |
| WOOLEY RD & C ST | 13 |
| GONZALES RD & C ST | 11 |
| 5TH ST & ROSE AV | 10 |
| GONZALES RD & ROSE AV | 10 |
| VINEYARD AV & FOREST PARK BL | 10 |
| WOOLEY RD & VENTURA RD | 10 |
| ESPLANADE DR & VINEYARD AV | 8 |
| STATHAM BL & OXNARD BL | 8 |
| VINEYARD AV & OXNARD BL | 8 |
| HEMLOCK ST & VENTURA RD | 7 |
| ROSE AV & 3RD ST | 7 |
| ROSE AV & CHANNEL ISLANDS BL | 7 |
| WOOLEY RD & J ST | 7 |
| 5TH ST & OXNARD BL | 7 |
| 5TH ST & RICE AV | 6 |
| 7TH ST & OXNARD BL | 5 |
| OXNARD BL & 1ST ST | 5 |
| SAVIERS RD & ELM ST | 5 |
| VENTURA RD & 7TH ST | 5 |
| 5TH ST & SOUTHHAMPTON PL | 5 |
| 5TH ST & A ST | 4 |
| 9TH ST & VENTURA RD | 4 |
| C ST & CHANNEL ISLANDS BL | 4 |
| C ST & PLEASANT VALLEY RD | 4 |
| OXNARD BL & CITRUS GROVE LN | 4 |
| SAVIERS RD & YUCCA ST | 4 |

*The following red light violations are included:

21453(a) - Driver not stopping at line on red signal

21453(c) - Driver not stopping at red arrow signal

# APPENDIX D

# Annual Traffic Safety Report Template

**City of Oxnard**
**Annual Traffic Safety Report**
**Report Year: 2020**
**Collision Data: 2016 - 2020**

| Safety Projects Summary | | | | | |
|---|---|---|---|---|---|
| Number of Completed Safety Projects | | | | Number of Funded Safety Projects | |
| 2 | 0 | 2 | 3 | 5 | 1 |
| Engineering | Engagement | Education | Enforcement | Infrastructure | Program |

**Completed Projects: Number of Countermeasures Implemented**

| *Type* | *Location* | *Date* | *Description* |
|---|---|---|---|
| Engineering | Citywide | Apr-20 | Pedestrian crossing flashing beacons, signage, ADA improvements, and crosswalks |
| Engineering | Rose Ave & Gary Dr | May-20 | New traffic signal and pedestrian ADA improvements and crosswalks |
| Education | Citywide | 2020 | Oxnard Police Department conducted bicycle and pedestrian education citywide |
| Education | Citywide | 2020 | Oxnard Police Department continued their "Know Your Limit" campaign at restaurants and bars |
| Enforcement | Citywide | 2020 | Oxnard Police Department continued their "Choose Your Ride" campaign at restaurants and bars |
| Enforcement | Citywide | 2020 | Oxnard Police Department conducted sobriety checkpoints |
| Enforcement | Schools | 2020 | Oxnard Police Department enforced speed limits around school zones |

**Future Projects: Funding Secured for Future Countermeasures**

| *Type* | *Source* | *Amount* | *Timeline* | *Description* |
|---|---|---|---|---|
| Infrastructure | HSIP | | Dec-22 | Signal hardware upgrades, protected left turn phasing, accessible ped signals, and intersection lighting at 7 signals |
| Infrastructure | CIP | | Dec-22 | New signal heads, protected left turn phasing, bicycle detection, accessible pedestrian signals and LED lights at five intersections along Oxnard Bl and Saviers Rd |
| Infrastructure | | | Jun-23 | New sidewalks for Ventura Bl between Rose Ave and Balboa St |
| Infrastructure | | | Dec-23 | Bicycle lanes for Oxnard Bl from US-101 to Gonzales Rd |
| Infrastructure | | | Aug-25 | Grade separation bridge over UPRR tracks, two new signals, bike lanes, and sidewalks at Rice Ave & 5th St |
| Program | ATP | $2m | May-22 | Safe Routes to School: infrastructure projects at 6 schools and non-infrastructure analysis and programming at 26 schools |

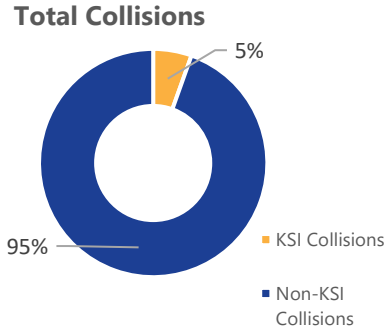
*Note: This Annual Traffic Safety Report is an example of how the Annual Report can be filled out.*

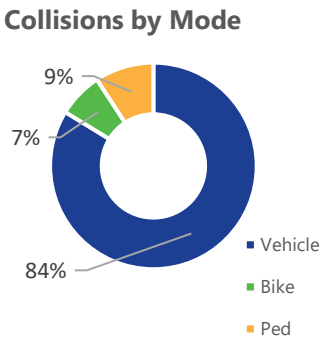
## Collision Summary

### Citywide

*Citywide Collision Trends by Mode and Age*

| | Total | | KSI | | Age: Under 19 or 65+ | |
|---|---|---|---|---|---|---|
| *Collision Type* | *Count* | *% of Total* | Count | *% of KSI* | *Count* | *% of Age* |
| All Injury Collisions | 4751 | - | 259 | - | 2201 | - |
| Bicycle Collisions | 335 | 7% | 21 | 8% | 120 | 5% |
| Pedestrian Collisions | 438 | 9% | 59 | 23% | 225 | 10% |




*Key Collison Factors*

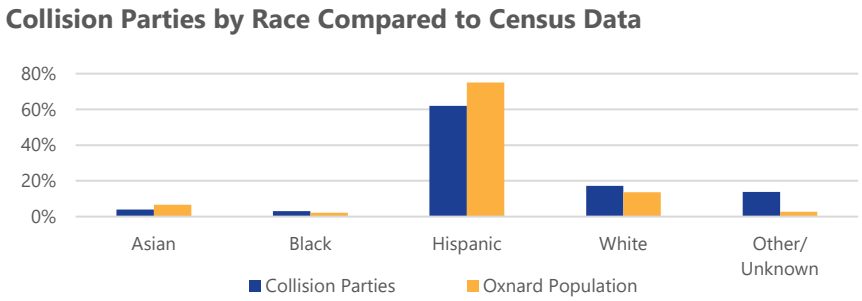
| | Total | | KSI | |
|---|---|---|---|---|
| *Violations* | *Count* | *% of Total* | *Count* | *% of KSI* |
| DUI | 375 | 8% | 34 | 13% |
| Unsafe Speed | 1087 | 23% | 40 | 15% |

| | Total | | KSI | |
|---|---|---|---|---|
| *Time of Day* | *Count* | *% of Total* | *Count* | *% of KSI* |
| Night | 1410 | 30% | 126 | 49% |
| Day | 3074 | 65% | 120 | 46% |

| | Total | | KSI | |
|---|---|---|---|---|
| *Crash Types* | *Count* | *% of Total* | *Count* | *% of KSI* |
| Broadside | 1775 | 37% | 71 | 27% |
| Hit Object | 218 | 5% | 31 | 12% |

*Collision Parties by Race Compared to Census Data*

| | Collision Parties | | Oxnard Population | |
|---|---|---|---|---|
| *Race* | *Count* | *Percent* | *Count* | *Percent* |
| Asian | 440 | 4% | 13,643 | 7% |
| Black | 331 | 3% | 4,345 | 2% |
| Hispanic | 6,824 | 62% | 156,000 | 75% |
| White | 1,886 | 17% | 28,278 | 14% |
| Other/ Unknown | 1,518 | 14% | 5,456 | 3% |
| Total | 10,999 | | 207,722 | |




*Note: This Annual Traffic Safety Report is an example of how the Annual Report can be filled out.*

## Emphasis Areas

### 1 Ventura Rd from 5th St to Wooley Rd

| | | Total | | KSI | |
|---|---|---|---|---|---|
| | | Count | % of Total | Count | % of KSI |
| Collision Type | All Injury Collisions | 132 | - | 6 | - |
| | Bicycle Collisions | 12 | 9% | 2 | 33% |
| | Pedestrian Collisions | 11 | 8% | 2 | 33% |
| Key Collision Factors | Unsafe Speed Viol. | 37 | 28% | 0 | 0% |
| | Vehicle ROW Viol. | 22 | 17% | 1 | 17% |
| | Broadside Collisions | 46 | 35% | 0 | 0% |
| | Rear End Collisions | 48 | 36% | 0 | 0% |
| | Night Collisions | 42 | 32% | 3 | 50% |

### 2 Gonzales Rd from Victoria Ave to Rose Ave

| | | Total | | KSI | |
|---|---|---|---|---|---|
| | | Count | % of Total | Count | % of KSI |
| Collision Type | All Injury Collisions | 344 | - | 15 | - |
| | Bicycle Collisions | 30 | 9% | 3 | 20% |
| | Pedestrian Collisions | 31 | 9% | 2 | 13% |
| Key Collision Factors | Rear End Collisions | 141 | 41% | 2 | 13% |
| | Broadside Collisions | 101 | 29% | 6 | 40% |
| | Hit Object Collisions | 17 | 5% | 2 | 13% |
| | Night Collisions | 105 | 31% | 8 | 53% |

### 3 Wooley Rd from Donlon Ave to Pacific Ave

| | | Total | | KSI | |
|---|---|---|---|---|---|
| | | Count | % of Total | Count | % of KSI |
| Collision Type | All Injury Collisions | 49 | - | 7 | - |
| | Bicycle Collisions | 5 | 10% | 2 | 29% |
| | Pedestrian Collisions | 4 | 8% | 3 | 43% |
| Key Collision Factors | Vehicle ROW Viol. | 16 | 33% | 1 | 14% |
| | Unsafe Speed Viol. | 7 | 14% | 1 | 14% |
| | Broadside Collisions | 24 | 49% | 2 | 29% |
| | Night Collisions | 14 | 29% | 3 | 43% |

### 4 Saviers Rd from Laurel St to Pleasant Valley Rd

| | | Total | | KSI | |
|---|---|---|---|---|---|
| | | Count | % of Total | Count | % of KSI |
| Collision Type | All Injury Collisions | 257 | - | 15 | - |
| | Bicycle Collisions | 25 | 10% | 1 | 7% |
| | Pedestrian Collisions | 38 | 15% | 6 | 40% |
| Key Collision Factors | Rear End Collisions | 79 | 31% | 4 | 27% |
| | Broadside Collisions | 92 | 36% | 4 | 27% |

### 5 Bard Road from Saviers Road to Pleasant Valley Road

| | | Total | | KSI | |
|---|---|---|---|---|---|
| | | Count | % of Total | Count | % of KSI |
| Collision Type | All Injury Collisions | 130 | - | 11 | - |
| | Bicycle Collisions | 8 | 6% | 2 | 18% |
| | Pedestrian Collisions | 11 | 8% | 1 | 9% |
| Key Collision Factors | Vehicle ROW Viol. | 54 | 42% | 4 | 36% |
| | Broadside Collisions | 71 | 55% | 7 | 64% |
| | Night Collisions | 27 | 21% | 3 | 27% |

*Note: This Annual Traffic Safety Report is an example of how the Annual Report can be filled out.*

## Before/After Studies

| Project 1 | New Signal at Rose Ave & Gary Dr | | | |
|---|---|---|---|---|
| Study Area | Rose Ave & Gary Dr (250') | | | |
| | *Before* | *After* | *Change* | *% Change* |
| *Year* | *2019* | *2020* | | |
| Total Collisions | 0 | 1 | 1 | |
| KSI Collisions | 0 | 0 | 0 | |
| 85th Percentile Speed | | | 0 | |

| Program 1 | | | | |
|---|---|---|---|---|
| Study Area | | | | |
| | *Before* | *After* | *Change* | *% Change* |
| *Year* | | | | |
| Total Collisions | | | 0 | |
| KSI Collisions | | | 0 | |
| 85th Percentile Speed | | | 0 | |

| Project 2 | | | | |
|---|---|---|---|---|
| Study Area | | | | |
| | *Before* | *After* | *Change* | *% Change* |
| *Year* | | | | |
| Total Collisions | | | 0 | |
| KSI Collisions | | | 0 | |
| 85th Percentile Speed | | | 0 | |

| Program 2 | | | | |
|---|---|---|---|---|
| Study Area | | | | |
| | *Before* | *After* | *Change* | *% Change* |
| *Year* | | | | |
| Total Collisions | | | 0 | |
| KSI Collisions | | | 0 | |
| 85th Percentile Speed | | | 0 | |

## Speeds and Speed Limit Compliance

**1**

Number of Segments with Posted Speed Reduction

| *Street* | *From* | *To* | *Before* | *After* | *Change* |
|---|---|---|---|---|---|
| Bard Rd | Saviers Rd | Pleasant Valley Rd | 35 | 30 | -5 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

*Note: The Speeds and Speed Limit Compliance section is filled in as an example for this Annual Traffic Safety Report Template*



*Note: This Annual Traffic Safety Report is an example of how the Annual Report can be filled out.*

Oxnard LOCAL ROAD SAFETY PLAN

**Public Works Department**

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280

CITY OF OXNARD CALIFORNIA

September 6, 2022

Steve Novotny, District Local Area Engineer
Caltrans Local Assistance, District 7
100 South Main Street
Los Angeles, CA 90012

Subject: City of Oxnard's Local Roadway Safety Plan Certification

Dear Mr. Novotny,

The City understands that in order to apply for Cycle 11 local Highway Safety Improvement Program (HSIP) grant funds, an agency must have completed their Local Roadway Safety Plan (LRSP) or an equivalent. The LRSP must be updated and validated at least every five years, is data driven and facilitates a comprehensive approach to addressing road safety.

In March 2020 and January 2021, the City received two cycles of HSIP grant funding to develop the LRSP. In April 2021, the City contracted with Fehr & Peers to draft the report. Their work included reviewing the state of the current City systems and planning documents, crash history data collection and assessment, development of countermeasures and implementation program, and detailed concept designs culminating in a final comprehensive LRSP.

In August 2022 Fehr & Peers delivered the final draft report, which staff certifies as complete. The City understands that Caltrans strongly recommends that the LRSP and its updates be approved by the agency's Board or Council. Therefore, the LRSP is scheduled to go before the City of Oxnard City Council for their adoption later this calendar year.

You may direct any questions to Kumar Neppalli at 805-385-8206, kumar.neppalli@oxnard.org or Debbie O'Leary at 805-200-5283, Debbie.oleary@oxnard.org.

Sincerely,

Michael L. Wolfe, P.E.
Public Works Director

cc: Tatiana Arnaout, City Engineer
Kumar Neppalli, Transportation Services Manager
Debbie O'Leary, Transportation Planner

# CALTRANS REQUIRED LOCAL ROADWAY SAFETY PLAN

City Council
January 17, 2023

Tatiana Arnaout, PE
City Engineer

Rachel Om, AICP
Fehr & Peers

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION

That the City Council:

1. Receive a presentation and comment on the Local Roadway Safety Plan and
2. Adopt the Caltrans Required Local Roadway Safety Plan as final.

## Local Roadway Safety Plan Background

Caltrans has a **Strategic Highway Safety Plan** (SHSP) that identifies ways to **reduce traffic fatalities and serious injuries** on all public roads. It addresses the 4Es of traffic safety: Engineering, Enforcement, Education, and Emergency Services.

While the SHSP is a statewide approach, in 2022 Caltrans required local agencies to develop a **Local Roadway Safety Plan (LRSP)** to identify **roadway safety enhancements on a local level**, which ultimately contributes to the success of the statewide SHSP.

## What is a Local Road Safety Plan?

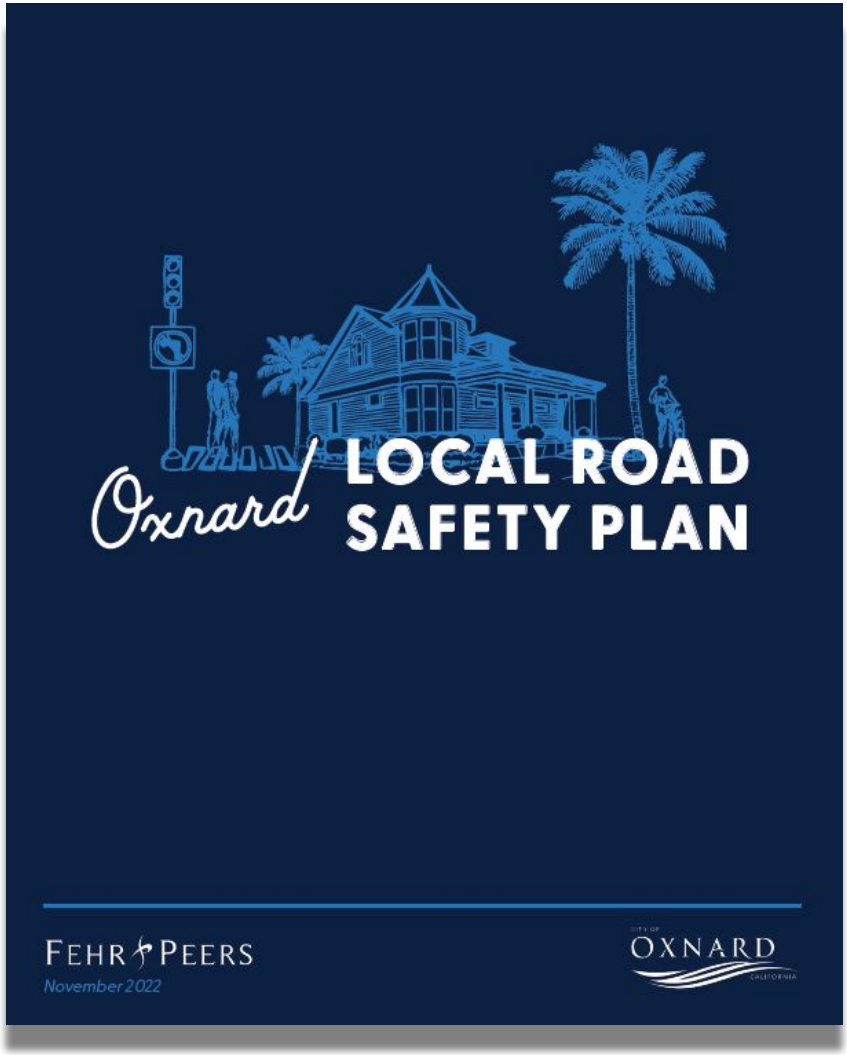
1. **Data-driven framework** to identify and **prioritize** roadway safety **enhancements**

1. Incorporates a **proactive approach** to address safety

1. **Requirement** for Caltrans' Highway Safety Improvement Program, which provides **grant funding**

# CHAPTER 1 - INTRODUCTION

- First comprehensive safety plan
- Builds on existing and upcoming roadway safety projects, specific plans, and programs, including:
  - 5-Year CIP
  - City Specific Plans
  - Education and Enforcement
- Incorporates Safe System Approach



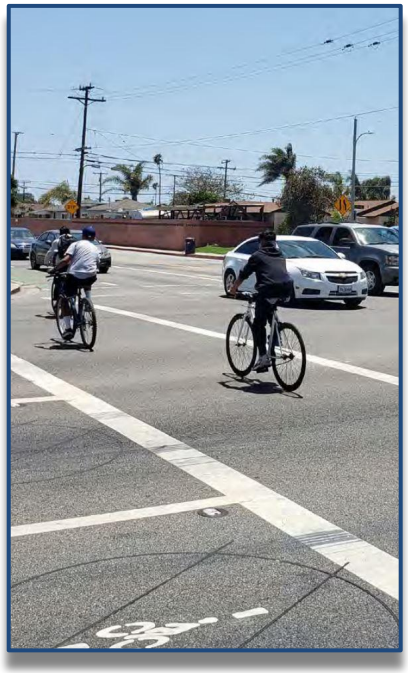
## What is the Safe System Approach?

## The Local Road Safety Plan Process

| Safety Partners | Safety Analysis | Emphasis Areas | Safety Strategies |
|---|---|---|---|
| 1 | 2 | 3 | 4 |
| Provide input on safety items and act as safety champions | Look for collision patterns: where, how, and when | Identify types of locations with most collisions and severe collisions | Identify safety enhancements proven to be effective for the types of crashes at priority locations |

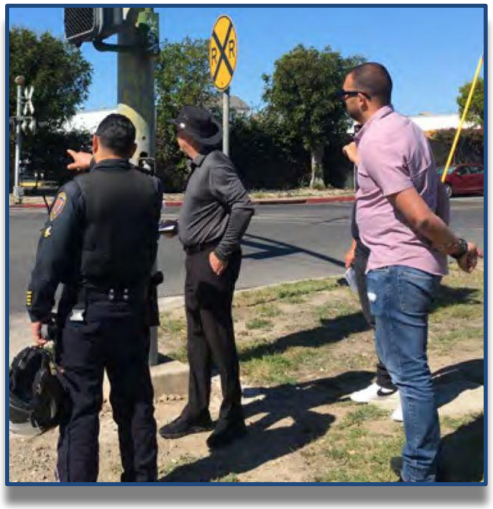
## Vision Statement for the LRSP

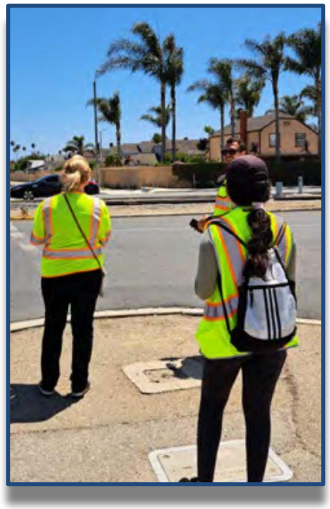
"Oxnard will have an equitable, sustainable, and multimodal transportation system where people of all ages, abilities, and backgrounds can travel safely throughout the city."



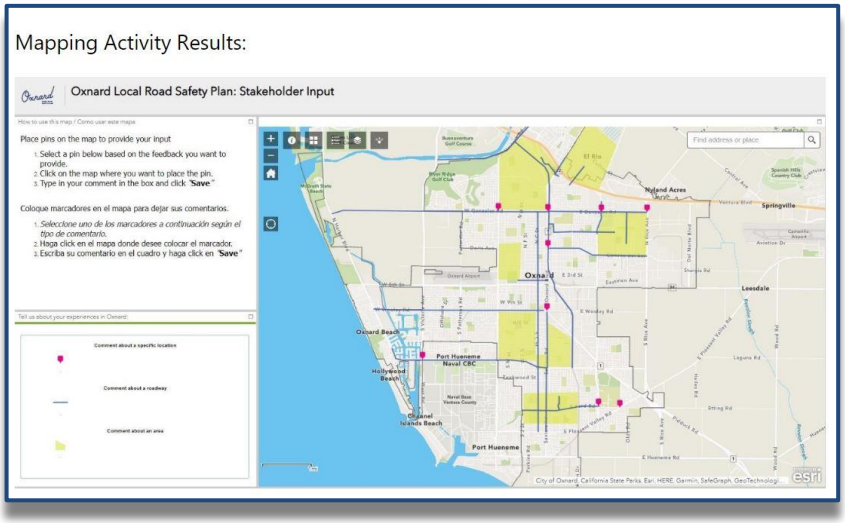
# CHAPTER 3 - SAFETY PARTNERS

- Oxnard Public Works
- Oxnard Police Department
- Oxnard Fire Department
- Oxnard College
- Oxnard School District
- Oxnard Union High School District
- Rio School District
- Gold Coast Transit District
- Ventura County Transportation Commission





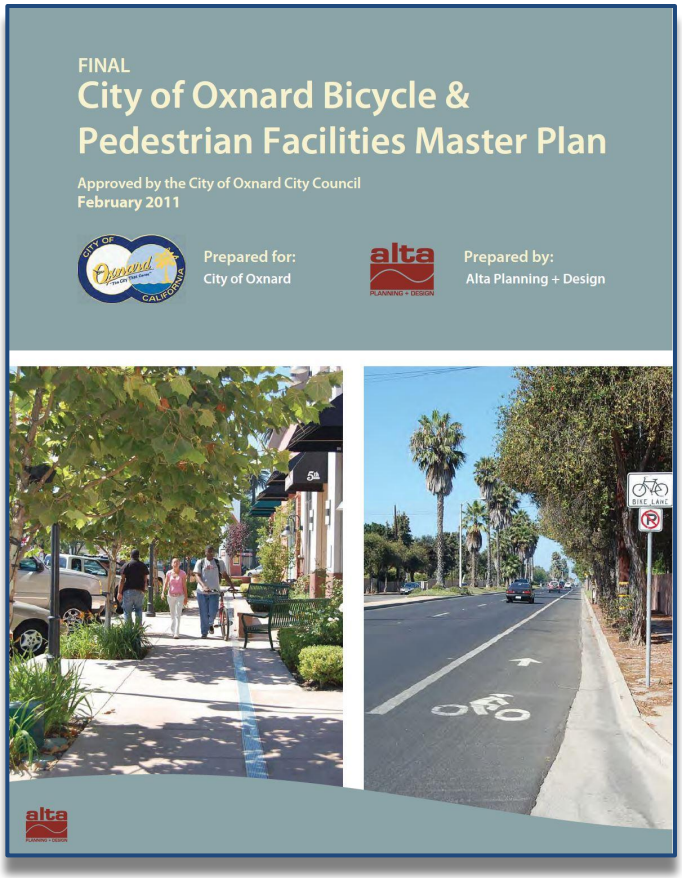
Mapping Activity Results:



# Existing Efforts

Planning documents that have specific safety-related goals, policies, projects, and recommendations were reviewed to set the foundation for the LRSP. The planning documents include:

- Bicycle and Pedestrian Facilities Master Plan (BPMP)
- Capital Improvement Plan 2021 – 2026 (CIP)
- Complete Streets Safety Assessment (CSSA)
- Downtown Oxnard Vision Plan Charrette Report
- Downtown Strategic Plan
- Green Alleys Plan
- Oxnard Corridor Community Transportation Improvement Plan (OCCTIP)
- Oxnard General Plan Circulation Element
- Oxnard Sidewalk Survey Report
- Oxnard Transportation Demand Management (TDM) Plan



# Safety Analysis

This analysis reflects injury collisions that occurred on City of Oxnard roadways between 2016 and 2020 according to the Transportation Injury Mapping System (TIMS) and the City of Oxnard Record Management System (RMS) database as of August 2021 (excluding grade-separated facilities, such as US-101 and portions of SR-1). Collisions resulting only in property damage are not included in this analysis.

To better understand systemic collision patterns in Oxnard, contextual factors were analyzed in conjunction with collision characteristics. Contextual factors include:

- Roadway attributes, such as number of lanes, posted speed limit and classification
- Roadway facilities, such as traffic signals, streetlights, and on-street bicycle facilities
- Nearby land uses, such as communities with a disadvantaged or low-income community designation, schools, parks, and transit.
- Driver behavior, such as hard braking or acceleration activity

Additional details of the contextual factors and systemic analysis are documented in a Collision History and Data Collection/Assessment memorandum, found in Appendix C. During the development of the LRSP, the City was also updating their collision reporting and data management process by implementing the Crossroads Software Collision Report Writer. Details about this effort are in the Crossroads Data Management Plan, found in Appendix C.

## Key Takeaways

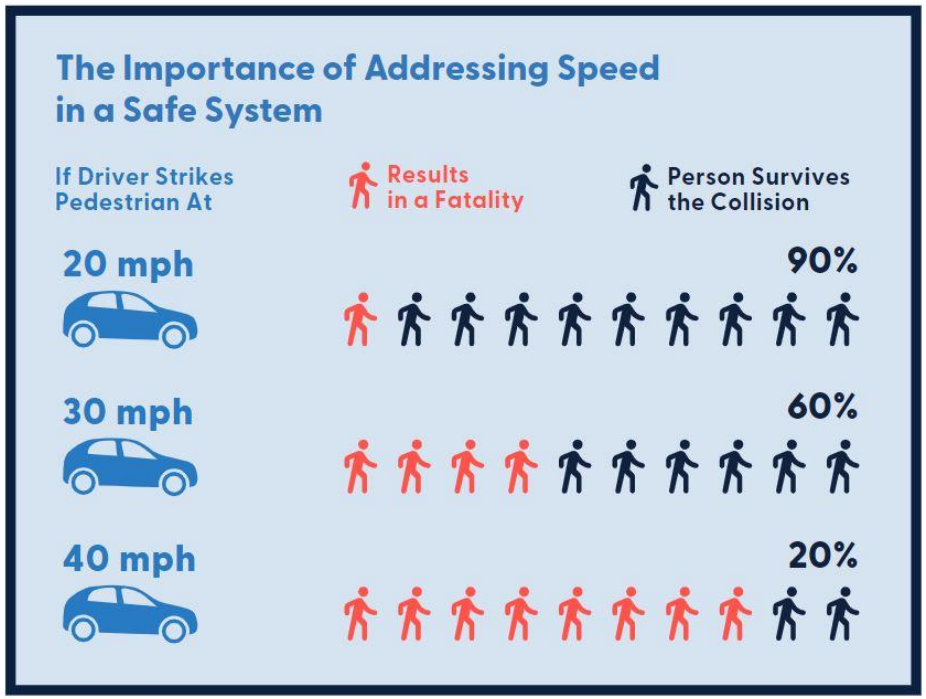
**People walking and biking are more likely to be killed or severely injured in a collision. More than half of fatal collisions involved someone walking or biking.**

**Unsafe speed violations accounted for nearly a quarter of all injury collisions.**

**Bicycle and pedestrian collisions primarily occurred during the PM peak period and late at night, when visibility is limited and people may be traveling at higher speeds.[18]**

**Pedestrians crossing outside of a marked crossing accounted for over half of severe and fatal pedestrian-involved collisions.**

**Nearly 90 percent of collisions occurred within an intersection sphere of influence.[19]**



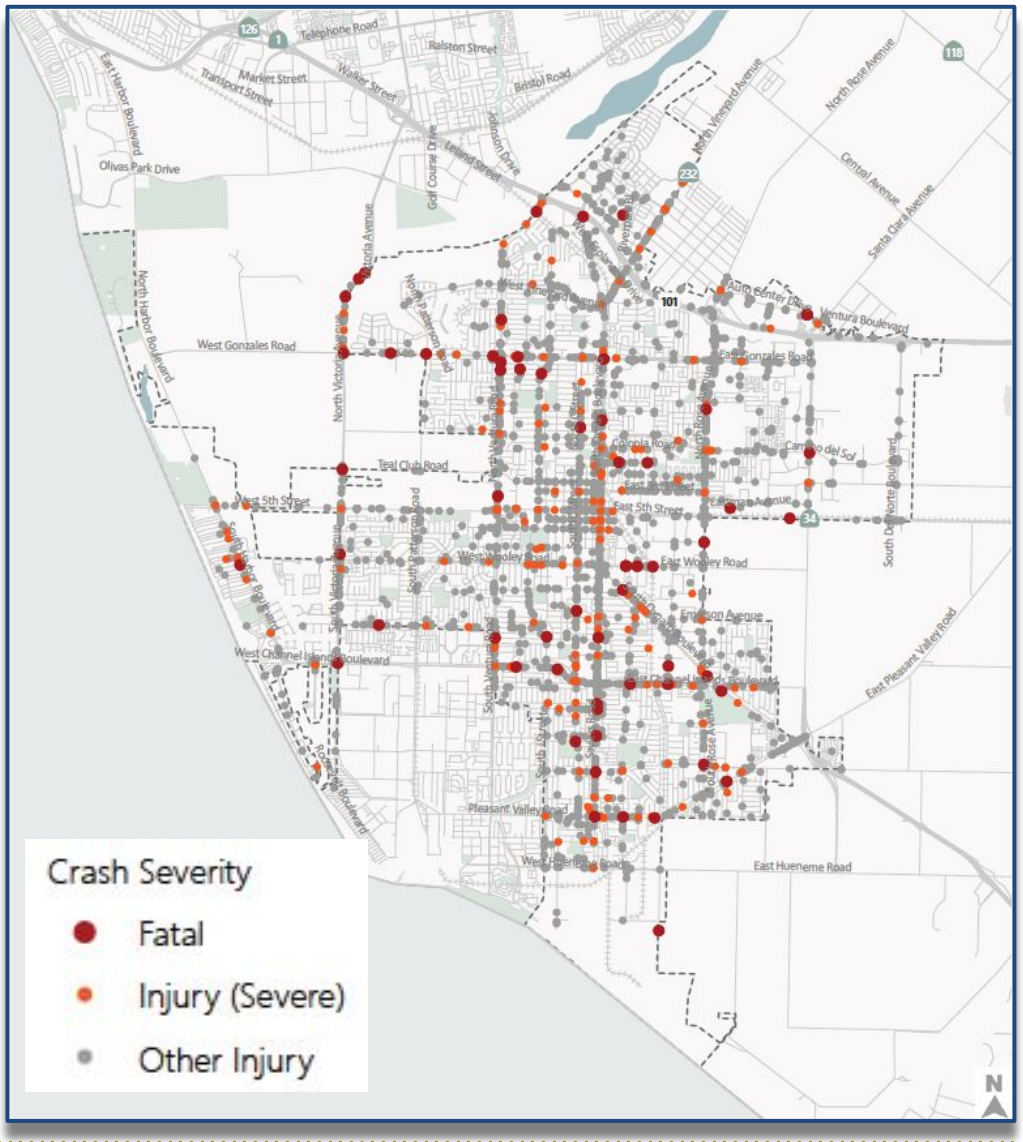
# CHAPTER 5 - SAFETY ANALYSIS

## Collision Profiles:

1. Unsafe Speed Collisions Along Roadways with 4 – 5 Lanes
2. Broadside Collisions at Signals without Fully Protected Left Turns
3. Driving Under the Influence of Drugs or Alcohol at Primary Roadway Intersections
4. Nighttime Collisions on 4 - 5 Lane Roadways
5. Hit Object Collisions at Major Intersections
6. Pedestrian or Bicycle-Involved Collisions on Roadways with 2 - 3 Lanes and ≤ 25 mph Posted Speed Limit
7. Pedestrian or Bicycle-Involved Collisions at Major Unsignalized Intersections
8. Bicycle-Involved Collisions with Vehicles Proceeding Straight at Signals
9. Pedestrian-Involved Collisions on Roadways with 4 - 5 Lanes and 30 - 45 mph Speed Limit
10. Pedestrian-Involved Collisions Midblock Along Primary Roadways

## Recurring Locations

- Signalized intersections
- Downtown Oxnard
- Residential and minor roads for collisions involving pedestrians and cyclists



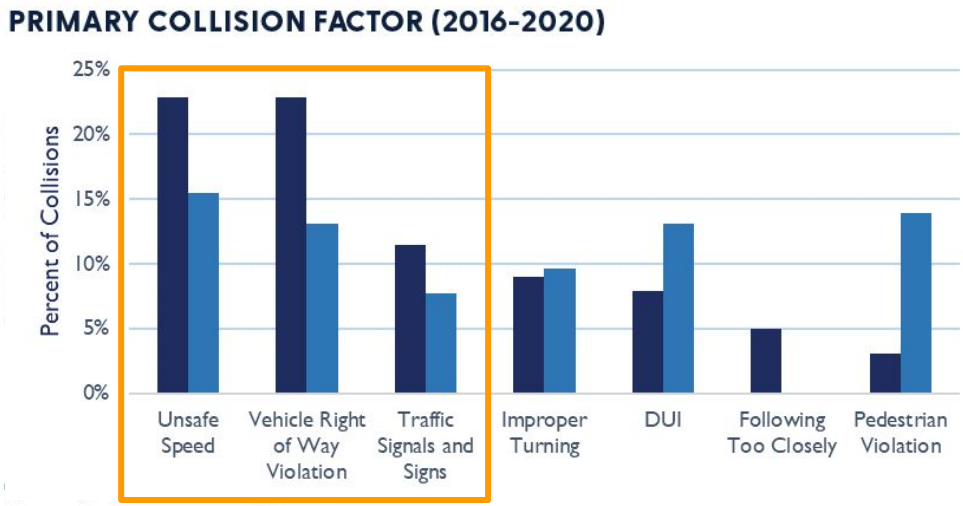
## All Injury Collisions

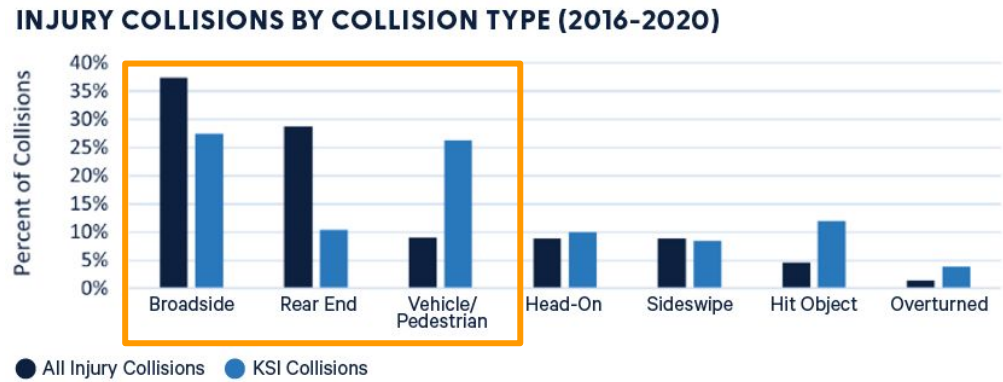
### Top Violations

- Unsafe Speed
- Vehicle Right of Way
- Traffic Signals and Signs

### Top Crash Types

- Broadside
- Rear End
- Vehicle/Pedestrian



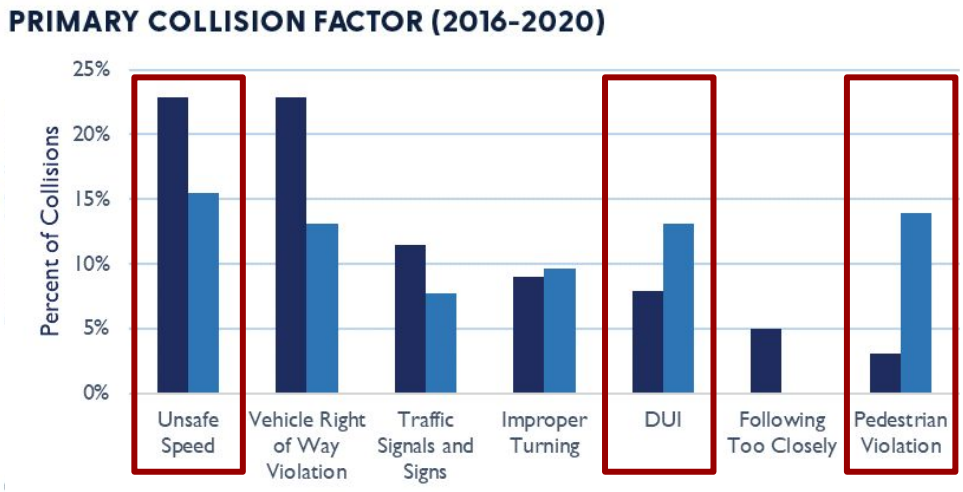
## Killed or Severely Injured (KSI) Collisions

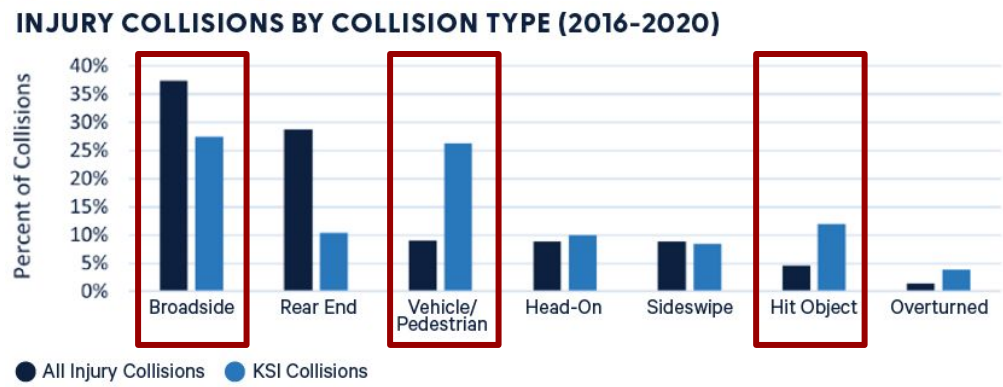
### Top Violations

- Unsafe Speed
- DUI
- Pedestrian Violation

### Top Crash Types

- Broadside
- Vehicle/Pedestrian
- Hit Object



# CHAPTER 6 - COUNTERMEASURES TOOL-BOX

## Programmatic Countermeasures:

- Safe Road Users: Education** Awareness**
- Safe Routes to School*
- Safe Vehicles
- Post-crash care

### SAFE ROAD USERS

**Education & Public Awareness Campaigns Targeted at Speeding, Driving Under the Influence, and Increasing Awareness of Bicycles and Pedestrians**

**EMPHASIS AREAS**

Speeding

**Profile 1:** Unsafe speed collisions along roadways with 4-5 lanes

Driving Under the Influence

**Profile 3:** Driving under the influence of drugs or alcohol at primary roadway intersections

Awareness of Bicycles and Pedestrians

**Profile 6:** Pedestrian or bicycle-involved collisions on roadways with 3 lanes or less with 15 - 25 mph posted speed limit

**Profile 7:** Pedestrian or bicycle-involved collisions at major unsignalized intersections

**Profile 8:** Bicycle-involved collisions with vehicles proceeding straight at signals

**Profile 9:** Pedestrian-involved collisions on roadways with 4 – 5 lanes and 30 – 45 mph speed limit

**Profile 10:** Pedestrian-involved collisions midblock along primary roadways

**LEAD AGENCY**

Oxnard Public Works

Oxnard Police Department

**PARTNER AGENCIES**

**TIMELINE**

ONGOING

**EFFECTIVENESS**

★★★ CTW Rating

Mass Media Campaigns on DUI

**DESCRIPTION**

Coordinate with the City's Communications Department to use the City's existing social media accounts to establish an ongoing public education campaign focused on safe and responsible driving, discouraging drinking and driving, and increasing awareness of pedestrians and bicyclists. Campaigns could also involve collaborating with local radio stations to disseminate safety messages in English, Spanish, and Mixteco. Additionally, campaigns could collaborate with community-based organizations and direct service providers to vulnerable populations.

The SCAG Go Human campaign and the OTS Go Safely California campaign both have free resources for local agencies to use in implementing public awareness campaigns.

The Oxnard Police Department has two ongoing programs to address DUIs:

» Know Your Limit: Oxnard police officers partner with bars and restaurants to talk to patrons about drinking and driving and offer a free breathalyzer test.

» Choose Your Ride: Oxnard police officers have a patrol vehicle with half of the vehicle decorated as a police car and the other half decorated as a taxi as part of a campaign to discourage driving under the influence.

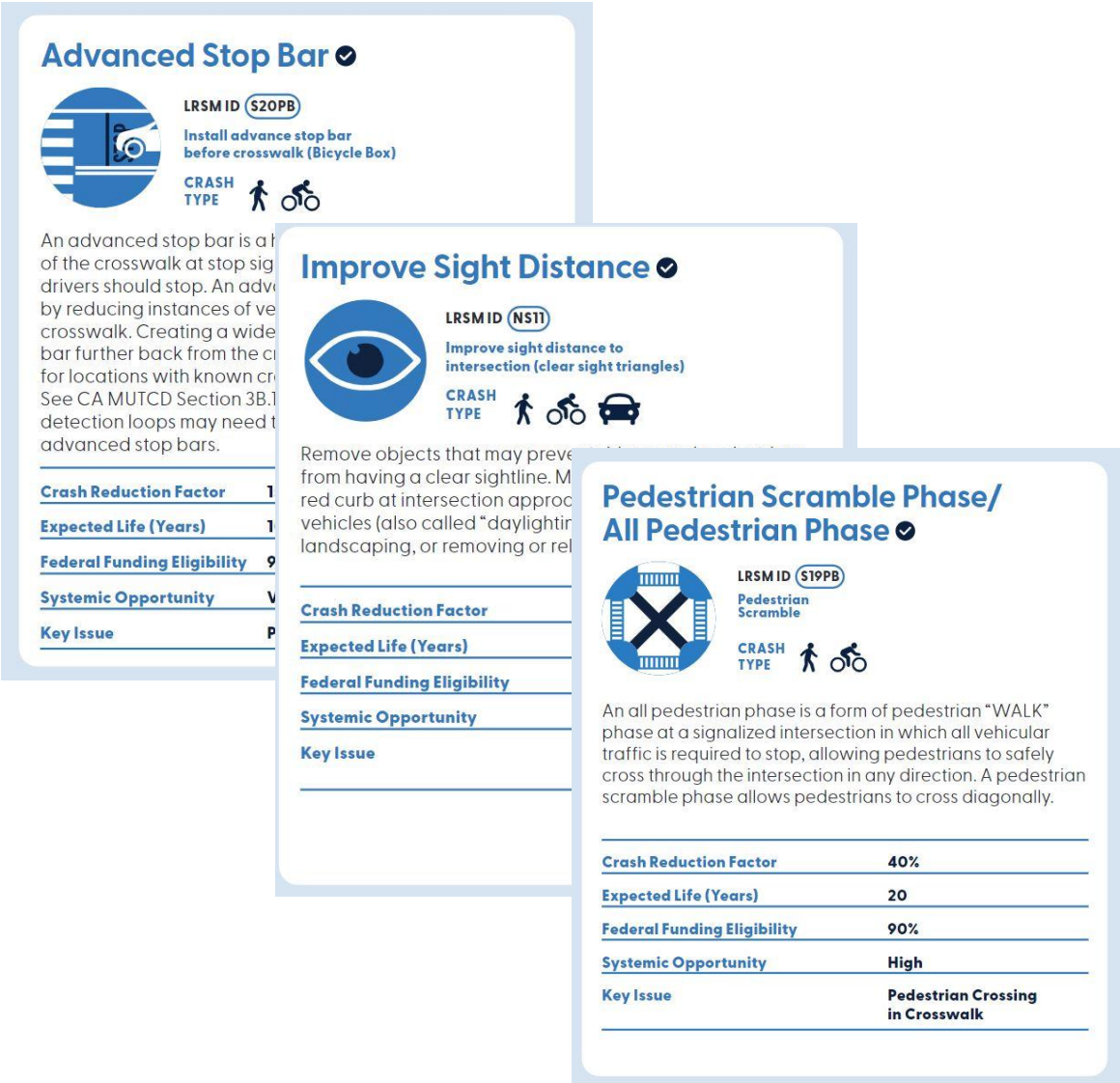
**City's Safe Routes to School Plan underway*

***Oxnard Police Department offers education events throughout the year*

# CHAPTER 6 - COUNTERMEASURES TOOL-BOX

## Engineering Countermeasures:

- Control
- Geometric
- Lighting
- Operation*
- Pedestrian & Bicycle*
- Signal Modifications*
- ITS*



### Advanced Stop Bar

LRSM ID S20PB

Install advance stop bar before crosswalk (Bicycle Box)

CRASH TYPE

An advanced stop bar is a h
of the crosswalk at stop sig
drivers should stop. An adv
by reducing instances of ve
crosswalk. Creating a wide
bar further back from the cr
for locations with known cr
See CA MUTCD Section 3B.1
detection loops may need t
advanced stop bars.

| | |
|---|---|
| Crash Reduction Factor | 1 |
| Expected Life (Years) | 1 |
| Federal Funding Eligibility | 9 |
| Systemic Opportunity | V |
| Key Issue | P |

### Improve Sight Distance

LRSM ID NS11

Improve sight distance to intersection (clear sight triangles)

CRASH TYPE

Remove objects that may preve
from having a clear sightline. M
red curb at intersection approc
vehicles (also called "daylightir
landscaping, or removing or rel

| | |
|---|---|
| Crash Reduction Factor | |
| Expected Life (Years) | |
| Federal Funding Eligibility | |
| Systemic Opportunity | |
| Key Issue | |

### Pedestrian Scramble Phase/ All Pedestrian Phase

LRSM ID S19PB

Pedestrian Scramble

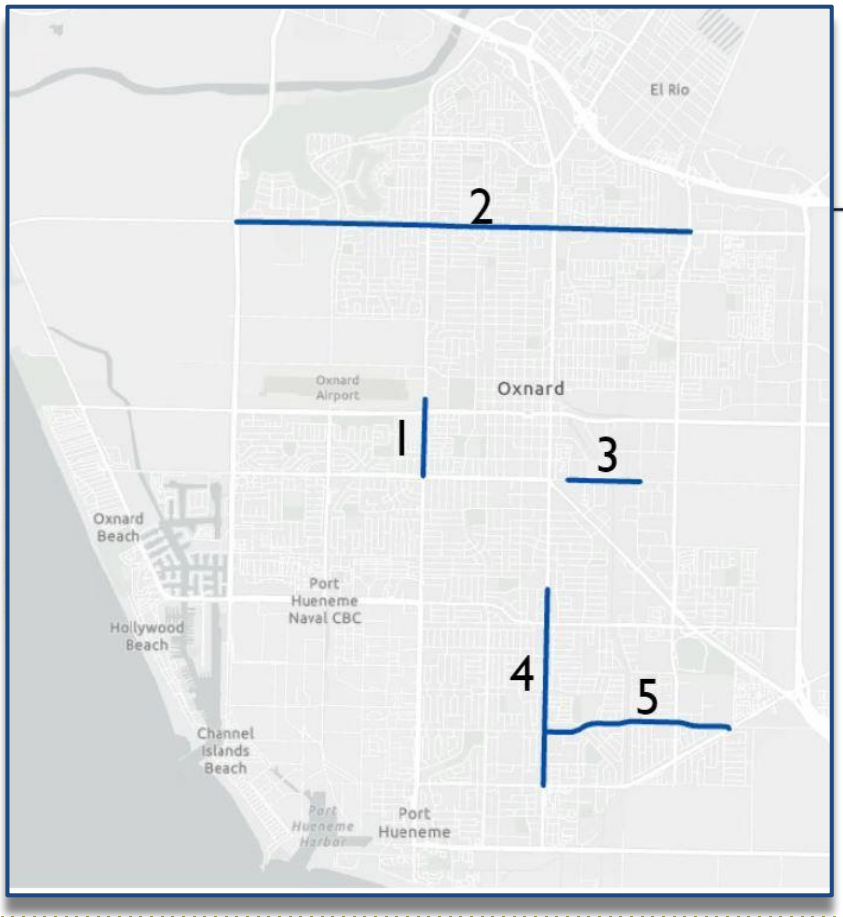
CRASH TYPE

An all pedestrian phase is a form of pedestrian "WALK" phase at a signalized intersection in which all vehicular traffic is required to stop, allowing pedestrians to safely cross through the intersection in any direction. A pedestrian scramble phase allows pedestrians to cross diagonally.

| | |
|---|---|
| Crash Reduction Factor | 40% |
| Expected Life (Years) | 20 |
| Federal Funding Eligibility | 90% |
| Systemic Opportunity | High |
| Key Issue | Pedestrian Crossing in Crosswalk |

**City has started implementation*

# Emphasis Areas & Strategies




## Hot Spot Corridors:

1. * Ventura Road from 5th Street to Wooley Road
2. Gonzales Road from Victoria Avenue to Rose Avenue
3. Wooley Road from Factory Lane to Pacific Avenue
4. Saviers Road from Laurel Street to Pleasant Valley Road
5. * Bard Road from Saviers Road to Pleasant Valley Road

*City recently submitted grant applications for the 2022 Highway Safety Improvement Program

Safety Recommendations for Hot Spot Corridor 2

# Gonzales Road

*from Victoria Avenue to Rose Avenue*

## KEY STATISTICS

**344** TOTAL COLLISIONS

- 31 Pedestrian-Involved Collisions
- 30 Bicycle-Involved Collisions

**15** KSI COLLISIONS

- 2 Pedestrian-Involved KSI Collisions
- 3 Bicycle-Involved KSI Collisions

## CURRENT ROADWAY CHARACTERISTICS

| | |
|---|---|
| General Plan Classification | Primary |
| Number of Lanes | Victoria Ave to C St: 4 lanes<br>C St to Rose Ave: 5 – 6 lanes |
| Posted Speed | 45 mph |
| AADT | Victoria Ave to Ventura Rd: 14,000 – 16,000<br>Ventura Rd to Indiana Dr: 20,000 – 30,000<br>Indiana Dr to Rose Ave: 40,000 |
| Bike Facilities | Class II Bike lane |
| Railroad Crossing | At Oxnard Blvd |

## CURRENT LAND USE CHARACTERISTICS

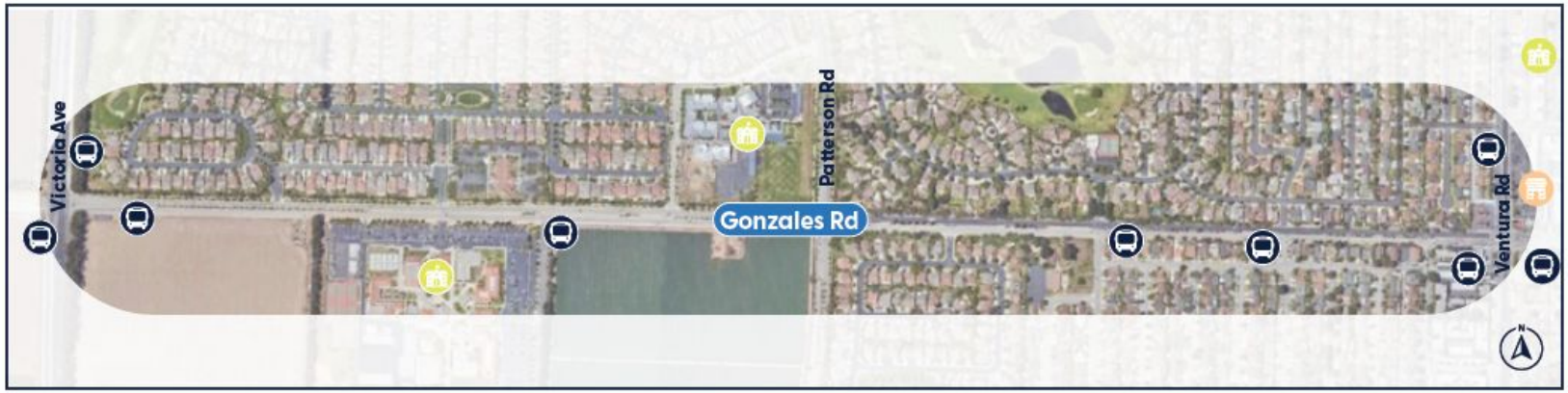
- X Schools
- X Transit
- X Disadvantaged Community
  - X SB 375
  - X AB 1550
  - X Justice40

## KEY TRENDS

- Approximately a third of collisions occurred at night and were primarily rear end (34%) or broadside (27%) collisions
- 96 percent of collisions occurred at an intersection and majority were either a rear end collision (41%) or broadside collision (28%)
- Broadside collisions at intersections were nearly evenly split between intersections with (53%) and without (47%) fully protected left turns
- Broadside collisions at minor stop-controlled intersections
- Hit object collisions between Merion Way and Patterson Road
- Pedestrian crossing at minor stop-controlled intersections

Retail
Schools
Transit Stops
Parks

**Gonzales Road from Victoria Avenue to Ventura Road**




**Gonzales Road from Lantana St to Rose Avenue**

## Gonzales Road Recommendations

- Enhance pedestrian visibility

  High-visibility crosswalks with advance stop bar* and Leading Pedestrian Intervals*
- Reduce conflict points

  Fully protect left turns at signals*
- Improve signal visibility

  Retroreflective backplates*

## Gonzales Road Recent & Upcoming Projects

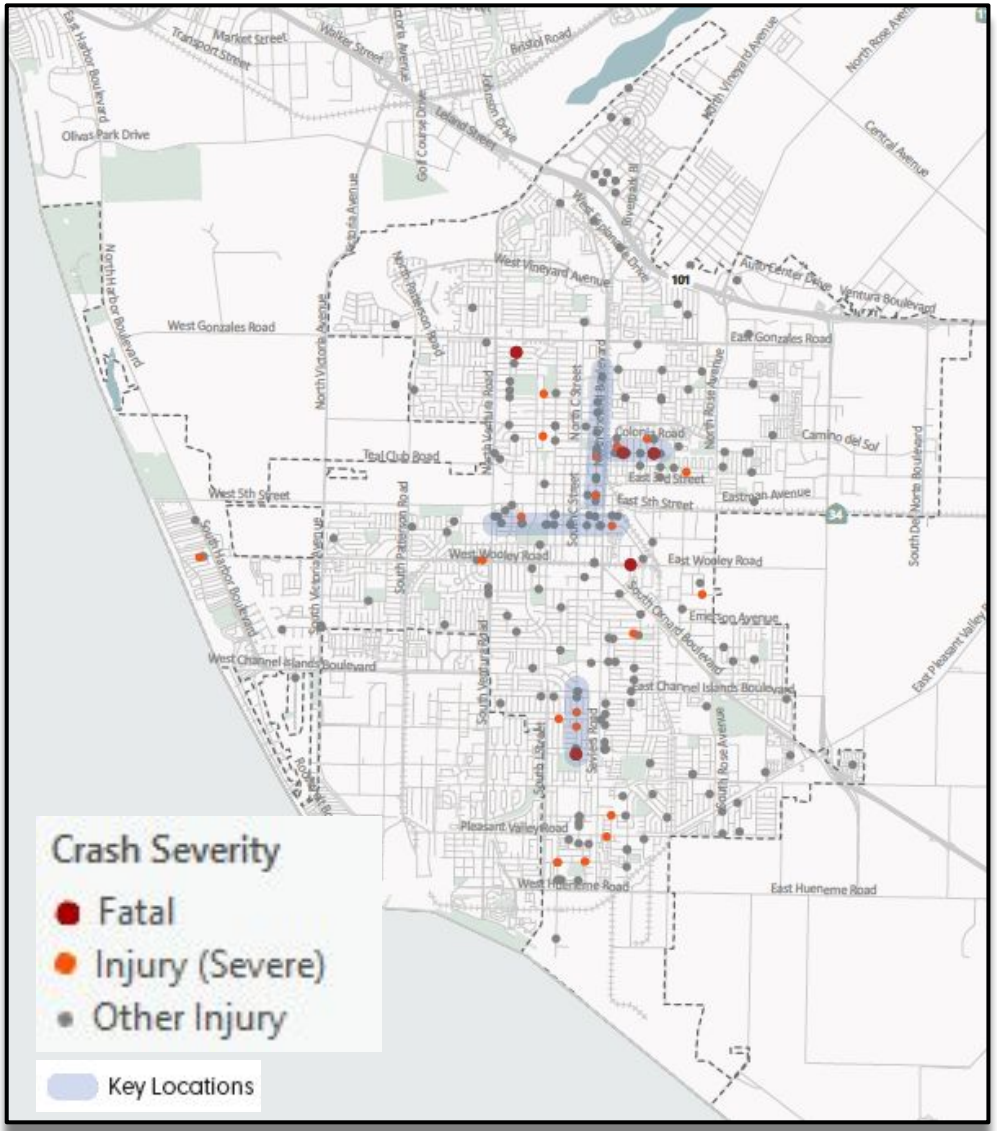
- Add buffer area to existing bike lane
- Optimize signal timing
- Pavement resurfacing
- Video detection at signalized intersections

**City has started implementation*

Pedestrian and Bicycle Collisions
2-3 Lanes, 25 mph or less

**Trends**

- Accounts for nearly one third of bicyclist or pedestrian involved collisions
- Half involved someone under 19 or over 60 years old
- Most nighttime collisions at intersections
- Wide residential roads



# CHAPTER 7 - EMPHASIS AREAS & STRATEGIES

<u>Pedestrian and Bicycle Collisions</u>
<u>2-3 Lanes, 25 mph or less</u>

## Recommendations

- Increase visibility
- Raised Pedestrian Crossing
- Traffic Calming
- Bike Boulevards
- Neighborhood traffic circles
- Speed humps
- Access control
- Flashing Beacons*
- Curb Extensions*

**City has started implementation*

**How can Oxnard implement and maintain a culture of transportation safety?**

1. Incorporate safety strategies into existing City programs:
    - Roadway Design and Operational Standards
    - Street and Traffic Signal Maintenance
    - Capital Improvement Program
2. Partnerships:
    - City departments
    - Local transit agencies
    - Community groups
    - Schools

**How can Oxnard implement and maintain a culture of transportation safety?**

3. Enhance staff and fiscal resources to sustain efforts:
   - Internal Safety Champion
   - Enhanced coordination with City Departments
   - Research and prepare for grant opportunities
   - Evaluate progress over time

# NEXT STEPS

**Currently**, Public Works has started work on easier-to-implement countermeasures:

- Retroreflective traffic signal backplates
- Fully protected left-turns at signalized intersections
- Leading pedestrian interval time
- High visibility crosswalks with advance stop bar
- Curb extensions

# NEXT STEPS

**After adoption**, Public Works will:

- Continue to roll-out easier-to-implement improvements
- Identify potential locations for appropriate safety countermeasures
- Recommend to the City Council "ready-to-go" projects for the 2024 HSIP grant cycle
- Review complex and high-cost projects for outer-year HISP grant cycles, other transportation grant opportunities, and for inclusion in future CIP documents.

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# QUESTIONS

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.2**

**DATE:** January 17, 2023

**TO:** City Council

**FROM:** Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org
Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

**SUBJECT:** Resolution Approving Increase to the Fire Department's Total Allocated Positions. (15 minutes)

## RECOMMENDATION

That the City Council Approve and Adopt a Resolution to Amend Resolution No. 15,593 Authorizing Full-Time Equivalent Positions Pursuant to Chapter 4 of the City Personnel Rules and Regulations.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/fTVcvbq0DPw

## BACKGROUND

The Fire Department is planning on a firefighter recruit academy to begin February 20, 2023. The department has evaluated our current and anticipated needs for staffing. Based on this analysis, the department believes there are benefits in hiring additional employees above the current five vacancies. The Fire Department is requesting the addition of 20 Limited Term (LTE) positions. The department is requesting 14 of those positions be funded through FY23-24. The additional six LTE's will be funded through Feb 2026, contingent upon the notification of the award of Federal Emergency Management Agency (FEMA) Staffing for Adequate Emergency Response (SAFER) grant. Council previously approved applying for and accepting the SAFER grant on February 15, 2022.

## DISCUSSION

The temporary increase in LTE's will allow the department to avoid an academy in the 23-24 fiscal year. This represents a significant cost savings for the city. The projected cost of an academy in 2023-24 would have been $1.3 million. This future savings is offset by the $670,000 increased costs to hold a larger academy this year. Additional benefits of the increase in LTE's is that it will reduce the operational impact on our staff, as the department invests an incredible amount of time and energy to train our new firefighters. The process from the beginning of recruit academy to the end of their probationary period is almost 17 months. The increase in LTE's is also expected to reduce the Fire Department's overtime costs as extra employees will be able to cover vacancies in daily staffing from annual/sick/injury leave and training.

Currently, the department has 5 vacancies (1 captain, 2 engineers and 2 firefighters). The department is anticipating up to six separations of service through retirement and resignation in the next 12 months. The award of the SAFER grant necessitates the need to add six LTE's to establish a second paramedic squad. Currently, FEMA is anticipating SAFER grant award notifications to be released sometime in January. Departments not receiving a SAFER award received declination notices the week of December 5, 2022.

Therefore, the department feels strongly that we will receive a SAFER award in early January 2023. The current vacancies, anticipated retirements/resignations, and the expected SAFER grant award create a combined need for 17 new firefighters.

The department is planning on starting the academy with 25 recruits - contingent upon notification of the award of a SAFER grant. We historically have a 25% attrition rate in the academy, so we anticipate graduating 20 recruits. Upon completion of the 18 week recruit academy, the department would move to fill all vacant positions and establish a second paramedic squad. The estimated 3 additional firefighters can be utilized to cover absences to reduce overtime department costs and be available to fill any additional unforeseen retirements/resignations through June 2024.

At the conclusion of the SAFER grant period of performance, council will have the option of maintaining the additional positions and converting the six LTE positions into Full-Time Equivalent (FTE) positions. However, there is no obligation under the grant to maintain those positions after the period of performance.

**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**

| Approximate Breakdown of Costs | Expanded Academy Budget | Adopted Budget | Proposed Change |
|---|---|---|---|
| Materials and Supplies | 800,000 | 530,000 | 270,000 |
| Recruit Personnel | 660,000 | 440,000 | 220,000 |
| Cadre Personnel | 550,000 | 370,000 | 180,000 |
| Grant Eligible Recruit Costs | (160,000) | (160,000) | |
| **Total Estimated Academy Cost** | **$1,850,000** | **$1,180,000** | **$670,000** |

If the additional LTE personnel are approved by the Council, the Fire Department plan to return to Council in February and request the additional costs be funded by ARPA.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Steve Naveau, Human Resources Director, Alexander Hamilton, Fire Chief*

**ATTACHMENTS**

1. Fire Department Position Control Resolution
2. Position Allocation PPT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,593 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS. Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification: and

WHEREAS, the City Council has reviewed the revisions and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE. the City Council of the City of Oxnard resolves to amend Resolution No. 15,593 with the following changes to the adopted FY 22/23 position allocations as specified, subject to approval of a budget appropriation for the revised allocation:

| Department | Title | Adopted 22/23 | Proposed Change | New Allocation |
|---|---|---|---|---|
| Fire | Firefighter Limited Term ( Feb. 2023 - Feb. 2026 ) | 0 | 6 | 6 |
| | Firefighter Limited Term ( Feb. 2023 - 06/30/2024 ) | 0 | 14 | 14 |
| GRAND TOTAL | | 0 | 20 | 20 |

PASSED AND ADOPTED this 17th day of January 2023, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

# FIRE DEPARTMENT
# Increasing Total Allocated Positions

Alexander Hamilton, Fire Chief

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION

That the City Council Approve and Adopt a Resolution to Amend Resolution No. 15,593 Authorizing Full-Time Equivalent Positions Pursuant to Chapter 4 of the City Personnel Rules and Regulations.

## FY 22/23 Academy Staffing Needs

- Currently there are five vacancies
- Anticipating an additional six separations through resignation or retirement
- Further anticipating a SAFER grant to add six positions for a period of three years. Positions will be used to enhance paramedic services to city residents
- Therefore the department is requesting 20 Limited Term positions

## FY 22/23 Academy Staffing Needs

- Adding 20 LTE positions will allow the department to forgo an academy in FY23/24
- A larger academy will reduce the operational of training new firefighters
- Additional LTE's is expected to reduce overtime costs as the extra personnel will cover vacancies in daily staffing

# FISCAL IMPACT

| Approximate Breakdown of Costs | Expanded Academy Budget | Adopted Budget | Proposed Change |
|---|---|---|---|
| Materials and Supplies | 800,000 | 530,000 | 270,000 |
| Recruit Personnel | 660,000 | 440,000 | 220,000 |
| Cadre Personnel | 550,000 | 370,000 | 180,000 |
| Grant Eligible Recruit Costs | (160,000) | (160,000) | |
| **Total Estimated Academy Cost** | **$1,850,000** | **$1,180,000** | **$670,000** |

If the additional LTE personnel are approved by the Council, the Fire Department plan to return to Council in February and request the additional costs be funded by ARPA.

CITY OF
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# QUESTIONS?

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.3**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Downtown Oxnard Improvement Association Annual Update. (10 minutes)

## RECOMMENDATION

That the City Council receive and file the 2021-22 Fiscal Year Annual Update and presentation on the Downtown Oxnard Improvement Association.

(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/Hs00IKxBxT0

## BACKGROUND

In May 2001, the City Council of the City of Oxnard established the downtown property-based business improvement district named the Oxnard Downtown Management District. Owners of real property within the district boundaries are assessed based on the size of their parcel, building square footage, and sidewalk frontage. The district encompasses forty city blocks in size and has been renewed four times. It is currently authorized until July 2024.

In 2019, the organization that administers the funds collected from these assessments began the transition to become a 501(c)(3) Public Benefit Nonprofit Corporation, governed by elected volunteer Officers and Board of Directors incorporated as the Downtown Oxnard Improvement Association.

On June 1, 2021, the City of Oxnard entered into a Management and Disbursement Agreement ("Agreement") with the Downtown Oxnard Improvement Association, a California nonprofit public benefit corporation. The City of Oxnard serves as the pass-through agency to collect the assessments, holds a seat on the Board of Directors, and works closely with this organization to enhance and revitalize our downtown.

The five-year Management District Plan was adopted concurrently with the renewal of the business improvement district and allocated the budget among four program areas. While day-to-day operations are handled by the Executive Director and the Administrative Assistant, the volunteer Board of Directors provides guidance and oversight.

Fiscal year 2021-22 was the second year that operated under a larger board comprised of a variety of stakeholders including property owners, developers, non-profits, and interested community members. This larger board facilitated the four-committee structure to achieve more tangible objectives.

Board of Directors:
1. Chairman, Steve Huber, Retired Commander of Naval Base Ventura County

2. Vice Chair and Civil Sidewalks Committee Chair, Osbaldo Lopez, Casa Lopez

3. Secretary, Emilio Ramirez, Housing Director

4. Treasurer, Kimberly Recharte, Gold Coast Insurance

5. District Identity & Placemaking Committee Chair, Gary Blum, Oxnard Downtowners

6. Land Use Committee Chair, Matt Mansi, Aldersgate Investments

7. Clayton Coates, Ventura County Rescue Mission

8. Lorenzo Castillo, Exit Castillo Realty

9. Luis Hernandez, Many Mansions

10. Tiffany Lopez, Lopez Family Trust

11. Victor Melchor, Woodstock Farina Pizza

12. Alfredo Plascencia, Lazer Media

Over $540,000 was collected through property-based assessments and these assessments were used to fund "special benefits", defined in the California State Constitution as "benefits over and above the general benefits conferred on real property located in the district boundaries or to the public at large." The Downtown Oxnard Improvement Association delivered services across four major program areas.

Fiscal Year 2021-22 provided the Downtown Oxnard Improvement Association and its four committees with the opportunity to respond to recovery from the historic pandemic. As businesses reopened, foot traffic increased and special events returned bringing thousands of visitors to our downtown. The District Identity and Placemaking Committee played an important role in promoting new and existing businesses and special events through its social media channels while also producing its own events such as the Summer Car Show. The Civil Sidewalks Committee worked closely with contracted agencies and City staff to maintain our public spaces to a high standard of cleanliness. The administrative team increased its outreach efforts increasing the number of site visits and providing more opportunities for merchants and property owners to network and provide feedback. And finally, the Land Use Committee began planning for a developer's forum to promote the updated form-based code for the downtown and highlighting recently approved projects.The following is a summary of the budget that was allocated to each program area along with the committee chairs, a brief description of the areas of focus, and a list of the major accomplishments over the last year.

*Civil Sidewalks (Committee Chair: Osbaldo Lopez) Budget: $311,000*

The purpose of the Civil Sidewalks Committee is to assure that the property within the district boundaries is "Clean and Safe". The budget allocation of fifty-eight percent reflects that maintaining an environment that fosters business and community activation in the downtown is a priority. The Civil Sidewalks Committee oversees the contract with District Maintenance Services to provide daily cleaning of public spaces. Their services include sidewalk sweeping, steam cleaning, maintaining sidewalk planters, graffiti abatement and visitor assistance.

In collaboration with the Oxnard Police Department, the committee also oversees the contract with Professional Security Consultants, the security guard service that patrols the area within the district boundaries daily. Their services include truck and bike patrols, reporting suspicious activity, assisting with traffic control, visitor assistance, managing vagrancy issues, and reporting street light outages.

City Sidewalks Accomplishments include:

1. Coordinated volunteer cleanup events in four "hot spots" including the Social Security building, Carnegie Art Museum, Meta Street, and the former Plaza Laundromat

2. Created and posted signs with "Park Rules" at Plaza Park to aid enforcement of the Quality-of-Life Ordinance, which

outlawed camping and public storage of personal property at specified parks

3. Met with staff from Environmental Resources, City Corps, Parks, Streets, and Homeless Services in an effort to improve coordination of services

4. Launched an outreach and prevention program to combat illegal dumping and littering in trash enclosure areas

5. Met with Police Task Force and the Homeless Coordinator in response to an increase in vagrancy issues following the expiration of the 3-year program of enhanced police patrols

6. Reported illegal camping in public parking lots leading to the towing of cars with expired plates

7. District Maintenance Services Clean Team:

   a) Four-person crew deployed daily for cleaning from 7 am – 3:30 pm

   b) 4,579 forty-five-gallon bags of litter picked up (approximately 88,374 pounds)

   c) 133 full City blocks of sidewalk pressure washed

   d) 1,434 graffiti incidents abated

   e) 3,413 illegal stickers & posters removed

   f) 291 outreach contacts with homeless

   g) 97 abandoned shopping carts retrieved

   h) 218 incidents of bio-waste cleaned up

   i) 579 reports to Oxnard 311 for illegal dumping, graffiti, and damaged public property

   j) Ninety visitor directions and recommendations provided

8. Professional Security Consultants District Safety:

   a) Daily patrols by truck and bike 7 am to 11 pm Sunday through Thursday and 7 am – 2 am Friday and Saturday

   b) 1,174 calls for service responded to

   c) 1,192 liquor offenses reported

   d) 1,567 loitering incidents

   e) 248 graffiti incidents reported for abatement

*District Identity and Placemaking (Committee Chair: Gary Blum) Budget: $68,300*

The purpose of this committee is to enhance downtown Oxnard's brand, improve public perception, and to position the downtown area within the district boundaries as a regional business and cultural attraction. The committee accomplishes this by marketing and promoting positive activities and events in downtown.

District Identity and Placemaking accomplishments include:

1. Extended agreement with the Downtowners for Social Media management

2. 6,676 Instagram followers, a fifty-two percent increase

3. 113,135 Instagram accounts reached

4. 7,514 Facebook page likes, a twelve percent increase in page likes

5. 192,054 Facebook accounts reached, an increase of 116%

6. Created over 220 social media posts and stories

7. 23,936 website visits and 42,352 page views

8. Sponsored downtown arts organizations including Teatro de las Americas, Open Door Studios, and OPAC with financial support for cultural events

9. Hosted art exhibitions by Elibet Valencia, Oxnard College, and the 34th Parallel Collective attracting over 250 guests

10. Collaborated with Oxnard College on installation of street pole banners honoring graduates, bringing increased visitors to downtown

11. Provided logistics planning and permit assistance to event organizers for Fiestas Patrias and the Halloween Haunt in the Park helping to produce well-organized, incident-free events attracting over 5,000 attendees

12. Commissioned new utility box art wrap at Oxnard Transit Center featuring photos taken by foster youth

13. The committee held a 4-hour strategic planning session with OPAC and Visit Oxnard

14. Produced successful Summer Car Show attracting over 300 paid car entries, 5,000 attendees, and grossed over $8,300 to benefit downtown beautification

15. Transformed the vacant lot behind Centennial Plaza, known as "the petting zoo", into a pop-up vendor marketplace as part of the car show

16. Invested $35,000 in holiday street décor on lamp posts along the core retail areas including Centennial Plaza, Plaza Park, A Street, Fifth and 7th Streets

17. Began first phase of revitalizing 162 sidewalk planters and have completed thirty-three percent

*Administration (Board Chair: Steve Huber) Budget: $157,607*

Oversees staff and administration, corporate finances, contracts, insurance, budget preparation, fund development, board agendas, advocacy, outreach, bylaws and policies, government and community relations, and Board elections.

Administration accomplishments include:

1. Adopted an organizational manual to guide day-to-day policies

2. Hired and trained administrative support staff

3. Utilized charitable status to establish a new Veterans Memorial Fund with an initial contribution of $5,000

4. Expanded board from eleven to fourteen members

5. Conducted twenty-four outreach campaigns, met with over 200 merchants in-store to provide information about the downtown area, offer business support, and receive feedback

6. Assisted eleven district property owners with permit issues and management concerns

7. Continued partnership with Oxnard Union High School District, providing mentorship to two groups of interns from the Media Arts Academy

8. Engaged Cal Lutheran University Business School for a market research project to support fund development efforts

*Land Use (Committee Chair: Matt Mansi) No Budget Allocation*

The purpose of the Land Use Committee is to research and advocate on issues including parking, transportation, mobility, planning, zoning, regional public transportation, review of new developments, outdoor dining, merchant mix, and business recruitment.

Although the Land Use Committee has no budget allocation, it plays an integral part in the mission of the Downtown Oxnard Improvement Association given the need to increase housing density within the boundaries of the district and its immediate trade area, thereby providing a customer base for downtown businesses. Every economic study emphasizes the need for more market-rate housing in order to drive demand for retail and facilitate business attraction.

Land Use accomplishments include:

1. Held two meetings with City to plan and collaborate on 2023 Downtown Development Forum

2. The Board of Directors voted to oversee all "temporary-use"' permitted events

3. Compiled data research on the of the Oxnard Transit Center

4. Updated online business attraction package

5. New business openings include: Pipiripau, Downtown Café, Julian's Aguachiles, Lashez N Lookz, Assecuse Salon, Downtown Beauty Lounge, The Beauty Center

The Downtown Oxnard Improvement Association anticipates an increase in revenues as new projects are completed and development agreements are approved stemming from the City's negotiations through the Surplus Land Act process. This will allow the Downtown Oxnard Improvement Association to allocate funds to the Land Use Committee and increase funding for marketing, special events, and other downtown amenities.

While much remains to be done to revitalize downtown, Downtown Oxnard Improvement Association's incorporation as a nonprofit, the larger board with increased stakeholder representation, the four-committee structure, and its continued partnership with the City of Oxnard will assist in moving things forward to achieve the vision of a thriving and vibrant downtown.

**STRATEGIC PRIORITIES**

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

**FINANCIAL IMPACT**

There is no financial impact associated with this report.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Emilio Ramirez, Housing Director*

**ATTACHMENTS**

1. 2022 DOIA Annual Report Draft 12.21.22
2. DOIA Annual Report Presentation

# 2022 FISCAL YEAR ANNUAL REPORT

## INTRODUCTION

The Oxnard Downtown Management District (ODMD) is a property-based business improvement district, established in 2001, encompassing 40 city blocks. Owners of real property within the ODMD are assessed based on their total parcel size, building square footage, and sidewalk frontage. Government use and non-profit owned-and-occupied properties are exempted from the building portion of the assessment.

The total assessment collected is approximately $502,000 annually. The aggregated revenues are used to fund "special benefits," defined in the California State Constitution as "benefits over and above the general benefits conferred on real property located in the District or to the public at large." The model is similar to mall management company funded with common area maintenance fees.

The Downtown Oxnard Improvement Association (DOIA), a 501c3 nonprofit organization, administers the ODMD assessment to deliver services across four major program areas:

1) Civil Sidewalks
2) District Identity & Placemaking
3) Administration
4) Land Use

Budget and resources are allocated according to the 5-year Management District Plan adopted with the District Renewal to support these functional areas. Management of day-to-day operations is executed by professional staff under the governance of the agency's volunteer Board of Directors, organized into oversight committees to assure efficient delivery of the programs.

## 2022 BOARD OF DIRECTORS

- Steve Huber, Chairman
- Ozzie Lopez, Vice Chair
- Clayton Coates, Treasurer
- Vyto Adomatis, Secretary
- Gary Blum
- Lorenzo Castillo
- Luis Hernandez
- Tiffiany Lopez
- Matt Mansi
- Victor Melchor
- Alfredo Plascencia
- Kimberly Recharte
- Doug Spondello

## CIVIL SIDEWALKS

**Committee Chair: Ozzie Lopez**

**Meetings held the 1st Wednesday of month.**

Civil Sidewalks' mission is to assure that Downtown is "Clean & Safe." The 58% direct budget allocation (not including admin staff time) reflects the importance in maintaining an environment that supports business and community activity. To accomplish its mission, the Civil Sidewalks Committee oversees a contract with District Maintenance Services (DMS), which deploys provides daily cleaning of the public space. Additionally, in partnership with the Oxnard Police Department, the Committee shares oversight of Professional Security Consultants (PSC), the contract security guard service patrolling the District.

DMS services include sidewalk sweeping, steam cleaning, sidewalk planter maintenance, graffiti abatement, visitor assistance. PSC services include daily truck and bike patrols, observe and report suspicious activity, traffic control assistance, visitor assistance, homeless issues management, street light outage reports.

**CIVIL SIDEWALKS HIGHLIGHTS**

- **DMS Clean Team:**
  - DMS deploys a 4-person crew for daily on-the-ground cleaning from 7 am – 3:30 pm
  - 4,579 45-gal. bags of litter picked up (approx. 88,374 lbs.)
  - 133 full City blocks of sidewalk pressure washed
  - 1,434 graffiti incidents abated
  - 3,413 illegal stickers & posters removed
  - 291 outreach contacts with homeless
  - 97 abandoned shopping carts retrieved
  - 218 incidents of bio-waste cleaned up
  - 579 reports to Oxnard 311 for illegal dumping, graffiti, and damaged public property
  - 90 visitor directions/recommendations provided

- **PSC District Safety:**
  - PSC patrols by truck and bike 7 am to 11 pm Sun – Thurs, and 7 am – 2 am Fri & Sat
  - 1,174 calls for service responded to
  - 1,192 liquor offenses reported
  - 1,567 loitering incidents
  - 248 graffiti incidents reported for abatement

**Staff and Committee:**

- Coordinated four volunteer cleanup events in high-maintenance “hot spots” at the Social Security building, Carnegie, Meta Street, and the former Plaza Laundromat
- Created and posted “Parks Rules” signs at Plaza Park to aid enforcement of 2019 Quality of Life Ordinance, which outlawed camping and public storage of personal property
- Engaged meeting participation from City Environmental Resources, City Corps, Parks, Streets, and Homeless Services with the goal of improving coordination of services
- Launched a prevention and outreach program to combat the incidence of illegal dumping and trash enclosure messes (currently in negotiations to procure a routine cleaning service)
- Held meetings with Police Command and the Homeless response team in response to an increase in transient issues after the expiration of the 3-year program of enhanced OPD patrols
- Reported illegal camping in public parking lots leading to the towing of cars with expired plates

**DISTRICT IDENTITY & PLACEMAKING (DIPM)**

**Committee Chair: Gary Blum**

**Meetings held the 4th Thursday of month**

The main goal is to promote a positive image of the District that engages the community and visitors. Committee projects include: district branding, public relations, newsletters, special events production and sponsorship, website development, Social Media management, pole banners, sidewalk planters, holiday decorations, walking maps, brochures, pedestrian signage, management of news racks, etc.

**DISTRICT IDENTITY & PLACEMAKING HIGHLIGHTS**

- Extended agreement with the Downtowners for Social Media management
- 6,676 Instagram Followers, an increase of 2,286 (+52%)
- 113,135 Instagram Accounts Reached (+228%)

- 7,514 Facebook Page Likes, an increase of 820 (+12%)
- 192,054 FB Accounts Reached (+116%)
- Created over 220 Social Media Posts and Stories
- 23,936 Website Visits and 42,352 Page Views
- Sponsored Downtown arts organizations – Teatro de las Americas, Open Door Studios, and OPAC with financial support for cultural events
- Hosted Art Exhibitions by Elibet Valencia, Oxnard College, and the 34th Parallel Collective attracting over 250 guests
- Collaborated with Oxnard College on installation of street pole banners honoring graduates, bringing increased visitors to the District
- Provided logistics planning and permit assistance to event organizers for Fiestas Patrias and the Halloween Haunt in the Park helping to produce well-organized, incident-free events attracting over 5,000 attendees
- Commissioned a new utility box art wrap at Transit Center featuring photos taken by foster youth
- The committee held a 4-hour strategic planning session with OPAC and Visit Oxnard
- Produced a successful Summer Car Show attracting over 300 paid car entries, 5,000 attendees, grossing over $8,300 to benefit Downtown beautification
- Transformed the vacant lot known as “the petting zoo” into a pop-up vendor marketplace as part of the Car Show
- Invested $35,000 in District Holiday street décor on lamp posts along the core retail areas including Centennial Plaza, Plaza Park, A Street, Fifth and 7th Streets
- Began first phase of revitalizing 162 sidewalk planters; 33% to completion

**ADMINISTRATION**

**Board Chair: Steve Huber**

**Executive Committee Meetings held 1st Thursday of month**

**Board of Directors Meetings held the 2nd Thursday of month**

Oversees staff and district administration, corporate finances, contracts, insurance, budget preparation, fund development, Board agendas, advocacy, outreach, bylaws and policies, government and community relations, and Board elections.

**ADMINISTRATION HIGHLIGHTS:**

- Adopted an Organizational Manual to guide day-to-day policies
- Hired and trained administrative support staff
- Leveraged charitable status to establish a new Veterans Memorial Fund with an initial contribution of $5,000
- Expanded Board from 11 to 14 members
- Conducted 24 outreach campaigns, met with over 200 merchants in-store to provide district info, offer business support, and receive feedback
- Assisted 11 district property owners with permit issues and management concerns
- Continued partnership with Oxnard High Union School District, providing mentorship to two groups of interns from the Media Arts Academy
- Engaged Cal Lutheran University Business School for a market research project to support fund development efforts

**LAND USE**

**Committee Chair: Matt Mansi**

**Meetings held on as-needed basis**

Studies and advocates on issues including parking, transportation, mobility, planning, zoning, link to Metro Rail Station, review of new developments, outdoor dining, merchant mix and business recruitment.

Although the Land Use Committee has no budget allocation, it plays an integral part in the DOIA mission given the fundamental need to increase housing density within the District and its immediate trade area. Every economic study conducted on the area has called out for more market-rate housing in order to drive demand for retail, which in turn facilitates business attraction.

**LAND USE HIGHLIGHTS**

- Held 2 meetings with City to plan and collaborate on 2023 Downtown Development Forum
- DOIA Board voted to oversee all “temporary-use”’-permitted events within the District
- Compiled data research on the Oxnard Transit Center use
- Updated online Business Attraction package with
- New business openings include: Pipiripau, Downtown Café, Julian’s Aguachilles, Lashez N Lookz, Assecuse Salon, Downtown Beauty Lounge, The Beauty Center

In summary, 2022 was a year of accelerated economic recovery from the historic pandemic. Foot traffic was boosted with the reopening of business as well as the return of special events. The DOIA did its part in promoting the District through its media channels and events production.

The DOIA anticipates additional gains in 2023 with some of the currently permitted development projects to begin construction (the Navigation Center and Many Mansions’ Central Terrace Apartments have already commenced). Additionally, the Surplus Property process, which the City initiated in 2022 is expected to conclude in the first quarter of 2023, which will contribute to more new development projects. The DOIA will be a full partner with the City in advocating for qualify projects, new business attraction, and public space improvements.

# DOWNTOWN OXNARD IMPROVEMENT ASSOCIATION ANNUAL REPORT FOR FISCAL YEAR 2021-22

Emilio Ramirez, Director
Housing Department

City Council
January 17, 2023

CITY OF OXNARD CALIFORNIA

# BACKGROUND

1. City Council established Oxnard Downtown Management District, a 40-block property based business improvement district
2. District is Authorized until July 2024
3. Five year Management District Plan adopted with budget allocations
4. 2019 - ODMD became a public benefit nonprofit known as Downtown Oxnard Improvement Association
5. June 2021, City signs Management and Disbursement Agreement with DOIA

# ROLES

1. Executive Director, Abel Magaña, oversees day-to-day operations
2. City serves as the pass-through agency which levies the assessments for the District, holds seat on the board, and works closely with organization
3. Board of Directors provides guidance and oversight and staffs committees

# BOARD OF DIRECTORS

The Board of Directors is comprised of a variety of stakeholders including property owners, merchants, non-profits, and interested community members.

- Chairman, Steve Huber
- Secretary, Emilio Ramirez
- Vice Chair and Civil Sidewalks Chair, Osbaldo Lopez
- Treasurer, Kimberly Recharte
- District Identity & Placemaking Chair, Gary Blum
- Land Use Chair, Matt Mansi
- Clayton Coates
- Luis Hernandez
- Victor Melchor
- Lorenzo Castillo
- Tiffany Lopez
- Alfredo Plascencia

# DOWNTOWN OXNARD MANAGEMENT & DISBURSMENT AGREEMENT

1. On June 1, 2021 City of Oxnard entered into Agreement with Downtown Oxnard Improvement Association
2. The purpose of the agreement is to establish the contractual relationship between the City and the DOIA, and each of the parties' responsibilities
3. Section 4.7.1 requires DOIA to prepare Annual Report, Annual Work Plan and Budget

# BUDGET AND PROGRAM AREAS

Over $540,000 collected through property-based assessments – used to fund “special benefits” in the District. Special benefits defined by California State Constitution as “benefits over and above the general benefits conferred on real property located in the District or to the public at large.”

Program Areas

1. Organization Administration
2. District Identity and Placemaking
3. Civil Sidewalks
4. Land Use

# CIVIL SIDEWALKS

Accomplishments:

1. Coordinated volunteer cleanup events in four hot spots
2. Created and posted signs with “Park Rules” at Plaza Park
3. Met with Environmental Resources, City Corps, Parks, Streets, and Homeless Services to improve coordination of services
4. Launched an outreach and prevention program to combat illegal dumping and littering in trash enclosure areas
5. Currently in negotiations to procure a routine cleaning service
6. Met with Police Task Force and the Homeless Coordinator in response to an increase in vagrancy issues
7. Reported illegal camping in public parking lots

# CIVIL SIDEWALKS

Committee Chair – Osbaldo Lopez

Budget Allocation – $311,000

Purpose – to assure that the District is “clean and safe”. Oversee contracts with District Maintenance Services and Professional Security Consultants

# CIVIL SIDEWALKS DISTRICT MANAGEMENT SERVICES CLEAN TEAM

District Management Services Clean Team

1. 4-person crew deployed daily from 7am – 3:30pm
2. 4,579 45-gallon bags of litter picked up
3. 133 full City blocks of sidewalk pressure washed
4. 1,434 graffiti incidents abated
5. 3,413 illegal stickers & posters removed
6. 291 outreach contacts with homeless
7. 97 abandoned shopping carts retrieved
8. 218 incidents of bio-waste cleaned up
9. 90 visitor directions and recommendations provided

# CIVIL SIDEWALKS PROFESSIONAL SECURITY CONSULTANTS

Professional Security Consultants

1. Daily patrols by truck and bike
2. 7am to 11pm Sunday – Thursday and 7am – 2am Friday & Saturday
3. 1,174 calls for service responded to
4. 1,192 liquor offenses reported
5. 1,567 loitering incidents
6. 248 graffiti incidents reported for abatement

# DISTRICT IDENTITY AND PLACEMAKING

Committee Chair – Gary Blum

Budget Allocation of $68,300

Purpose: To enhance downtown Oxnard's brand, improve public perception, position the District as a regional business and cultural attraction.

# DISTRICT IDENTITY AND PLACEMAKING

Accomplishments:

1. Extended social media agreement with the Downtowners
2. 6,676 Instagram followers, a 52%  increase
3. 7,514 Facebook page likes, a12% increase
4. Created over 220 social media posts and stories
5. Financially sponsored Downtown arts and culture events
6. Hosted art exhibitions by Elibet Valencia, Oxnard College, and the 34th Parallel Collective
7. Collaborated with Oxnard College installing street pole banners
8. Commissioned new utility box art wrap at Oxnard Transit Center featuring photos taken by foster youth

# ADMINISTRATION

Board Chair – Steve Huber

Budget Allocation of $157,607

Purpose: Oversees staff and District administration, corporate finances, contracts, insurance, budget preparation, fund development, Board agendas and elections, advocacy, outreach, bylaws and policies, and government and community relations.

# ADMINISTRATION

Accomplishments:

1. Adopted an Organizational Manual
2. Hired and trained administrative support staff
3. Establish a Veterans Memorial Fund of $5,000
4. Expanded Board from 11 to 14 members
5. Conducted 24 outreach campaigns, met with over 200 merchants in-store to provide district information, offer business support, and receive feedback
6. Assisted 11 district property owners with permit issues
7. Partnered with Oxnard Union High School District
8. Engaged Cal Lutheran University Business School for a market research project to support fund development efforts

# LAND USE

Committee Chair – Matt Mansi

Budget Allocation of $0

Purpose: To research and advocate on issues including parking, transportation, mobility, planning, zoning, regional public transportation, review of new developments, outdoor dining, merchant mix, and business recruitment.

# LAND USE

Accomplishments:

1. Held 2 meetings with City to plan and collaborate on 2023 Downtown Development Forum
2. DOIA Board voted to oversee all “temporary-use”’-permitted events within the District
3. Compiled data research on Oxnard Transit Center use
4. Updated online Business Attraction package
5. New business openings include: Pipiripau; Downtown Café; Julian’s Aguachiles; Lashez N Lookz; Assecuse Salon; Downtown Beauty Lounge; The Beauty Center

# RECOMMENDATION

That the City Council receive and file the 2021-22 Fiscal Year Annual Update and presentation on the Downtown Oxnard Improvement Association.

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.4**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Planning and Zoning Permit No. 22-600-02 (Pre-Application); Pre-Application Review of the Rio Del Valle Campus Expansion Master Plan, Located at 3100 North Rose Avenue (APN: 144-0-110-445; -220; -055; & -590). Project Name: Rio Del Valle Campus Expansion Master Plan. (45 minutes)

## RECOMMENDATION

That the City Council review and provide preliminary comments on a pre-application for a master plan to expand the Rio Del Valle school campus, including the required annexation, general plan amendment, pre-zoning, greenbelt amendment, expanded school uses, and bus storage and maintenance facility.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/OehiE2-Fybs

## BACKGROUND

Executive Summary
The Rio School District (RSD) proposes to expand the size of the Rio Del Valle Campus from 20.2 acres to 41.3 acres by utilizing land that is currently active farm land. As proposed, the expanded campus would include a new Transportation and Bus Maintenance and Parking facility and new educational facilities. The RSD documents indicate that the buildout of the RDV Campus Master Plan could occur over approximately 5 years, however, the primary focus is on the development of the new Transportation and Bus Maintenance and Parking facility, which is the primary component of Phase 1 of the Project. Although the existing school and active agricultural land are currently in the County, as part of this proposal, RSD would be required to have these properties annexed into the City of Oxnard and would require multiple entitlements and environmental review for the proposal. Despite staff raising multiple concerns (letters attached) with the proposal since 2020 the RSD acquired the subject expansion areas and has completed a Draft Environmental Impact Report (EIR). This report outlines several topic areas for Council to consider when making their individual comments concerning the proposal.

Pre-Application Process
The pre-application process allows City Council members an opportunity to make individual comments concerning a future development project. Comments provided by the City Council on a pre-application do not constitute a decision or endorsement of the proposal. In accordance with State Law, no formal direction or decision making will take place until such time as a formal application has been filed and has undergone appropriate environmental review and evaluation for consistency with adopted City plans and policies and public notice has been provided. The Council's preliminary comments may help inform the applicant's decision to proceed through the entitlement process.

Project Background
City staff learned of the Rio School District's (RSD) proposed expansion in late 2020, and at the time voiced multiple concerns regarding the proposal, and recommended against continued land acquisition until the district had coordinated with both the City of Oxnard and other jurisdictions and agencies. However, the RSD continued to proceed forward. On March 17, 2021, the RSD made a presentation to Ventura Local Agency Formation Commission (LAFCo) regarding a

potential Maintenance Operations and Transportation facility, and Annexation or extension of City of Oxnard services to property adjacent to the Rio Del Valle (RDV) Middle School. City staff provided a comment letter, again raising multiple concerns, including the need for the project to be contiguous with City limits, availability of water, extension of City services and potential for growth-inducing impacts, and the property location within Save Our Open Space and Agricultural Resources (SOAR). The complete comment letter has been provided in Attachment 3, of this report. As a follow-up to the meeting, LAFCo staff provided the school district with an analysis of the two available options that would allow for the project to proceed (Attachment 4). The two options outlined the process for moving forward under the County of Ventura's jurisdiction with an Out of Agency Service Agreement from the City of Oxnard vs Annexation to the City of Oxnard. Based on follow up discussions with the County of Ventura, LAFCo, and the City of Oxnard, the RSD is moving forward with the second option, as the first option may not have allowed for the Transportation facility.

Subsequent to the LAFCo meeting on March 17, 2021, the RSD made a request to the County of Ventura Planning Commission for a General Plan Conformity Determination pursuant to Public Resources Code Section 21151.2 and Government Code Section 65402, related to the acquisition of the northern expansion area. Public Resources Code Section 21151.2 and Government Code Section 65402 requires that no property acquisition occur until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. As the property is located within the County, the County Planning Commission reviewed the request at their April 15, 2021 Planning Commission meeting. City staff again provided comments (Attachment 5) noting concerns with the proposed acquisition, as it related to inconsistency with Oxnard's policies and regulations. The County Planning Commission adopted a resolution finding the proposed project inconsistent with the Ventura County General Plan and non-coastal zoning ordinance. However, the RSD proceeded with the acquisition of the northern property in late 2021.

This year, the RSD began the environmental process for the project after declaring itself the Lead Agency, with the release of a Notice of Preparation of an Environmental Impact Report for the Rio del Valle Middle School Campus Expansion Master Plan project. The Notice of Preparation (NOP) comment period ran from June 7, 2022 to July 6, 2022. City Staff, again submitted a comment letter, during the comment period, noting concerns with the completeness of the project description, lack of support in the analysis provided, and availability of utilities (water and wastewater). Following the close of the public comment period on the NOP, the RSD then released the Draft Environmental Impact Report (EIR) on October 7, 2022, for the required 45-day public review period. City Staff, again submitted a comment letter (Attachment 6), during the comment period, noting many of the same concerns previously expressed to the RSD, including compliance with City policies and regulation and availability of utilities (water and wastewater).

**ANALYSIS/DISCUSSION:**

Project Description

RSD indicates that the proposed project includes the expansion of the RDV campus located at 3100 Rose Avenue in unincorporated County of Ventura. The existing campus consists of the 20.2-acre main campus. The RSD is proposing to incorporate 10 acres of active agricultural lands (a portion of APN 144-0-110-225) to the north of the main campus buildings and add approximately 11.1-acres to the south (a portion of APN 144-0-110-590). The northern expansion area would be used for the RSD Agricultural Learning Program, with an outdoor lecture area and a small, paved pathway. The District proposes to develop the southern portion with new educational facilities and a Transportation and Bus Maintenance and Parking facility, resulting in an approximately 41.3-acre campus (Project Site).

The Master Plan includes phased improvements to the RDV campus, northern expansion area, and development of approximately 11.1-acres to the south of the existing campus. Although RSD documents indicate that the buildout of the RDV Campus Master Plan could occur over approximately 5 years, the primary focus is on the development of the new Transportation and Bus Maintenance and Parking facility, which is the primary component of Phase 1 of the Project. This new facility is required due to the RSD's previous surplus and sale of its previous maintenance and parking facility on Vineyard Avenue. As a result of the RSD sale of the prior location, the district does not currently have an approved bus parking location.

In addition to the Transportation facility, the proposed project includes options for: new classrooms, library and media center, multi–purposed building, student bus turnout, recreational facilities including a 320-meter track, flag football field, four basketball courts, baseball field, softball field, physical education (P.E.) and lunch play field, four sand volleyball courts, two soccer fields, jogging path, an athletic restroom/storage building, and up to ten tennis courts and/or

pickleball courts.

The Draft EIR mentions the expansion of joint uses, including use of the site by the John F. Flynn Community Clinic and Sheriff's Department. The Draft EIR does not fully discuss or analyze the expansion of these uses, and therefore it is unclear if these are existing uses proposed to be expanded, new uses, or relocated uses. The project proposes a significant increase in the amount of parking, which may be needed to accommodate these uses.

Below is a comparison of the existing 20.2 acre campus and the proposed 41.3 acres campus RDV configuration.

| | **Existing Configuration** | **Proposed Configuration** |
|---|---|---|
| Student Capacity | 1,116 | 1,366 |
| District Staffing | 70 | 95 |
| Total Classrooms | 39 | 49 |
| Permanent Square Footage | 81,024 | 115,482 |
| Portable Square Footage | 7,071 | 11,535 |
| Total Building Square Footage | 88,095 | 127,017 |
| Parking Spaces | 90 (84 standard and 6 accessible) | 379 (339 standard, 16 accessible, and 24 bus) |

**EXISTING LAND USES & ENTITLEMENTS**

The 41.3-acre project site is currently comprised of three areas: The existing campus consists of the 20.2-acre main campus (APN 144-0-110-445), 10 acres of active agricultural lands (a portion of APN 144-0-110-225) to the north of the main campus buildings, approximately 11.1-acres of active agricultural lands to the south (a portion of APN 144-0-110-590). An existing potentially historic occupied residence is located on the southerly portion of the project site. Infrastructure and utilities are currently provided to the existing campus, however, none are provided on the northern and southern expansion areas (see Attachment 1).

The 41.3-acre area is currently located within the County of Ventura. The following table summarizes the land uses and zoning designation of the site and adjacent properties:

| **Location** | **General Plan** | **Zoning** | **Land Use** |
|---|---|---|---|
| Project Site (County) | <u>Existing Campus</u><br>School (City)<br>Very Low Density Residential (County)<br><br><u>Northern Expansion</u><br>N/A (City)<br>Agricultural (County)<br><br><u>Southern Expansion</u><br>N/A(City)<br>Agricultural (County) | <u>Existing Campus</u><br>RE-20,000<br>(Rural Exclusive, County)<br>(County)<br><br><u>Northern Expansion</u><br>AE-40<br>(Agricultural Exclusive, County)<br>(County)<br><br><u>Southern Expansion</u><br>AE-40<br>(Agricultural Exclusive, County)<br>(County) | <u>Existing Campus</u><br>RDV Middle School<br><br><u>Northern Expansion</u><br>Active Agricultural Farm<br><br><u>Southern Expansion</u><br>Active Agricultural Farm |

| | | | |
|---|---|---|---|
| North (County) | Agricultural | AE-40 (Agricultural Exclusive, County) | Active Agricultural Farm |
| South (City) | Commercial Regional | Rose Santa Clara Specific Plan | Car Dealerships |
| East (County) | Agricultural | AE-40 (Agricultural Exclusive, County) | Active Agricultural Farm |
| West (County) | Low Density Residential | RE-10,000 (Rural Exclusive, County) | Single Family Residential |

**PRE-APPLICATION PROPOSAL**

As noted above, the Project includes the expansion of the existing RDV campus and the construction of a Transportation and Bus Maintenance and Parking facility. While the construction of new educational school facilities, generally fall under the jurisdiction of the State, this project will require a series of approvals from the City, as well as other adjacent agencies. City of Oxnard entitlements required for the proposed development to proceed include, at a minimum:

- General Plan Amendment (to change the City Urban Restriction Boundary, SOAR land designation, Sphere of Influence, land use designation)
- Pre-zoning the property
- Tentative Tract Map and/or Lot Line Adjustment
- Oxnard-Camarillo Greenbelt Modification
- Special Use Permit (SUP) for the School pursuant to the C-R zone requirements*.
- Special Use Permit or Development Design Review Permit for the proposed District Transportation and Bus Parking facilities (The final permit type will be determined by the requested pre-zoning Zoning Designation).

**based on discussions with the RSD team they assert a SUP is not required for the development.*

Environmental analysis pursuant to the California Environmental Quality Act will also be required. In addition to the City of Oxnard, approvals are needed from other local agencies, including, the County of Ventura, City of Camarillo, Ventura Local Agency Formation Commission (LAFCo), and the Calleguas Municipal Water District (CMWD). Upon annexation, the *RSD has stated that they, to the extent applicable, may elect to exercise its authority to overrule local zoning regulations and the need for any subsequent entitlements and use permits, subject to Government Code Section 53094.*

**ITEMS FOR CONSIDERATION**

The City Staff has reviewed the pre-application request, as well as environmental documents released by the RSD. A summary of issues for consideration with this pre-application follows:

<u>Save Open Space and Agricultural Resources/Greenbelt Amendment</u>

- The Northern and Southern expansion areas are covered by the voter approved City of Oxnard Save Open Space and Agricultural Resources ordinance (Attachment 7). The ordinance established and adopted an urban growth boundary line identified as the Oxnard City Urban Restriction Boundary (CURB). As it relates to this project, under the current ordinance, the City Council may amend the CURB to include land contemplated for construction of public potable water facilities, public schools, public parks or other government facilities, or to include any development project that has obtained as of the effective date of the initiative a vested right pursuant

to state or local law, but only to the minimum amount of land reasonably necessary to accommodate said uses. Projects or components of a project that do not meet this provision shall be subject to a vote of the people.

- The Northern and Southern expansion areas are within the Oxnard/Camarillo Greenbelt. Approval by both the City of Camarillo and County of Ventura will be required to amend the agreement (Attachment 8).

2030 General Plan Consistency

- The RSD is proposing to designate the Project site land use as School. However, the School designation does not allow for bus storage and maintenance facilities. The Oxnard City Code only allows Bus Storage and Maintenance in the M-1 (Light Manufacturing Zone) and M-2 (Heavy Manufacturing Zone). These designations generally correlate with the Light and Heavy Industrial land use designations in the 2030 General Plan. The 2030 General Plan also includes the Public/Semi-Public designation which allows for Private, quasi-public, and public buildings and facilities owned by the City, County, State, Federal agencies, or other organizations that serve the general public such as a civic center, flood control channels, rail lines, community college, museum, performing arts center, community center, city yard, library, fire station, public school and /or district support facility, private and parochial school, cemetery, or Hospital. As a RSD support facility, the bus storage and maintenance facility could potentially be found in compliance with the Public/Semi-Public land use designation.

Environmental Considerations

- An Environmental Impact Report (EIR) will be required for processing of this development project. While the RSD has prepared an EIR, City Staff has numerous concerns regarding the adequacy of the Draft EIR. Some of the primary concerns include insufficient analysis of utility and traffic impacts, inconsistency with proposed land uses, insufficient mitigation of Agricultural and Cultural Resources impacts, and incomplete project description. Unless these issues and the other issues raised in the City's Draft EIR comment letter are addressed, City Staff does not recommend relying on the RSD Draft EIR.

Fiscal Impact

- Due to the potential impact of the extension of City services onsite and offsite, as a result of the annexation request, Staff requests the RSD prepare a fiscal analysis to analyze the potential "growth inducing impacts" resulting from the extension of City services beyond the current boundary.

Water Resources

- Since the project proposes to be annexed into the City of Oxnard, the existing campus and the proposed expansion (including the proposed agricultural field) shall use City water. The District shall account for all available water allocations ready to be transferred to the City to cover the existing and proposed school expansion areas consistent with the City Oxnard Municipal Code Article VI. Any transfers that need to occur for other projects shall occur outside the Campus Expansion Master Plan.
- Per the Urban Water Management Plan (UWMP), the City plans a 45% reduction in groundwater pumping by 2040, meaning the City will need to secure other water resources in the future. New projects not accounted for in the UWMP will cause an increase in the water projection requirements. Even if this project can allocate more groundwater rights to the City, adding more unaccounted projects will require the City to expend more resources in the future.

Public Infrastructure

- The project will be required to upgrade all sewer, water, and storm drain systems to ensure that all infrastructure has been designed to meet City capacity standards in compliance with all City Codes. Downstream sewer upgrades may be required.
- Development of this area is not in the City sewer demand projections. New projects outside the planned service area must be analyzed to ensure capacity for treatment and operational requirements of the Oxnard Wastewater Treatment Plant (OWTP). The EIR shall analyze how the school expansion will impact the City's collection system, specifically, how it will remove existing sewer capacity downstream. Thereby taking available sewer discharge capacity from future development areas already within the City limits.
- The project will be required to transfer all on-site water allocation credits and comply with the City's water neutrality policy. The project will be required to evaluate total water supply and projected need and ensure sufficient water is available to meet projected demand.

**STRATEGIC PRIORITIES**

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

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

**FINANCIAL IMPACT**

No fiscal impacts are associated with review of this Pre-Application.

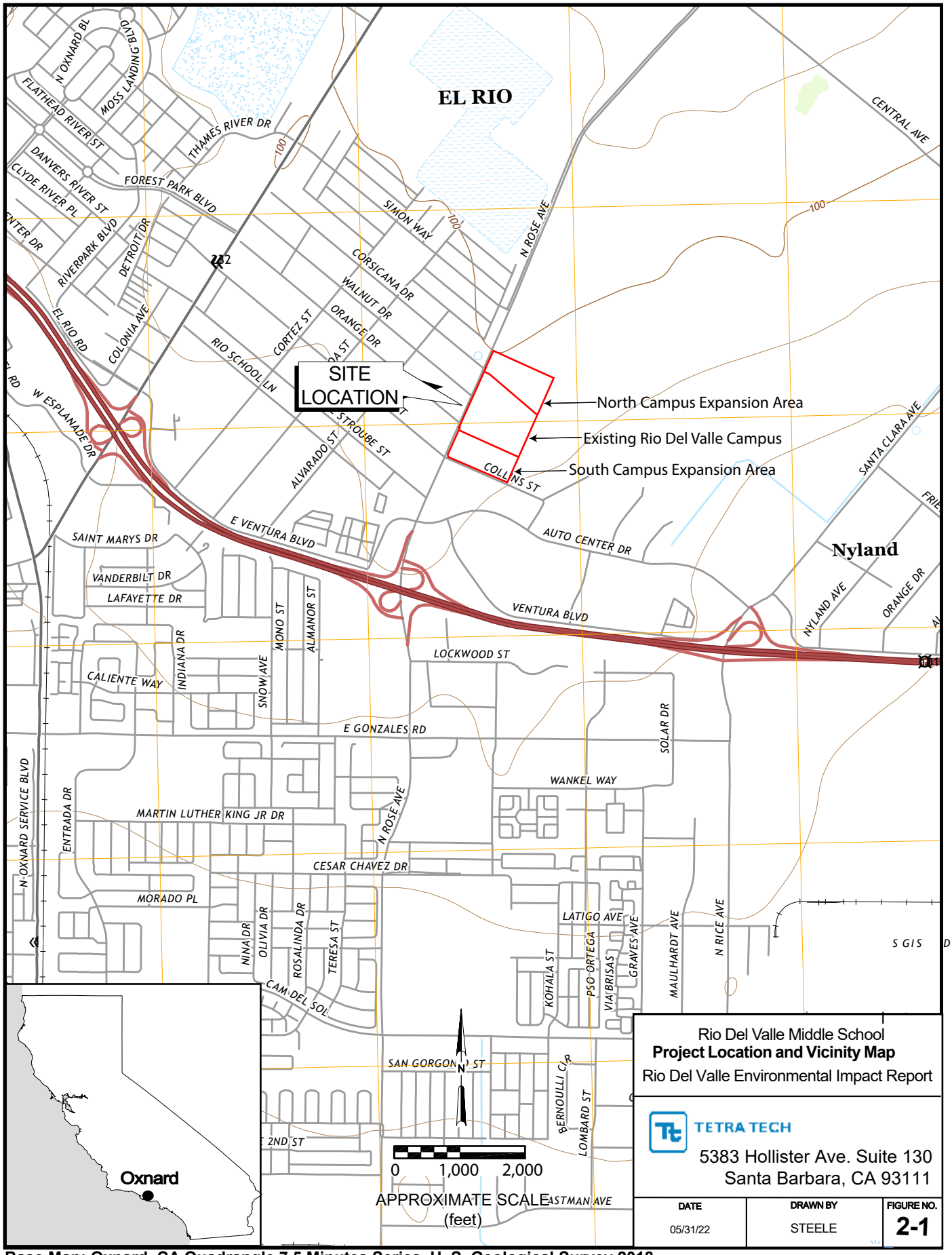
**COMMITTEE OUTCOME**

This item did not originate in Committee. This item is a pre-application pursuant to City Council Resolution No. 10,851. The purpose of the pre-application review process is to identify land use, design, environmental, infrastructure, public service and policy issues that may be of significant concern to the City Council. The purpose of this policy is to afford an early opportunity to inform the City Council and allow individual Council comments early in the planning process.

*Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager*

**ATTACHMENTS**

1. Location and Aerial Map
2. Conceptural Master Site Plan
3. Rio Del Valle LAFCo Letter (3-16-21)
4. LAFCo letter to RSD (3-31-21)
5. Rio Del Valle VC PC Letter (4-14-21)
6. City of Oxnard Comments on RDV Draft EIR (11-21-22)
7. Save Open Space and Agricultural Resources Ordinance
8. Oxnard_Camarillo Greenbelt Agreement
9. RSD Expansion CC Presentation
10. 6207 2022-12 General Plan and Zoning Designation Letter to City_FINAL
11. 2023-01-17 RDV CC Applicant Presentation_FINAL




**Base Map: Oxnard, CA Quadrangle 7.5 Minutes Series, U. S. Geological Survey 2018**

## Legend

- Project Boundary
- Existing Mature Oak Trees

N
W E
S

0 200 400 800 Feet

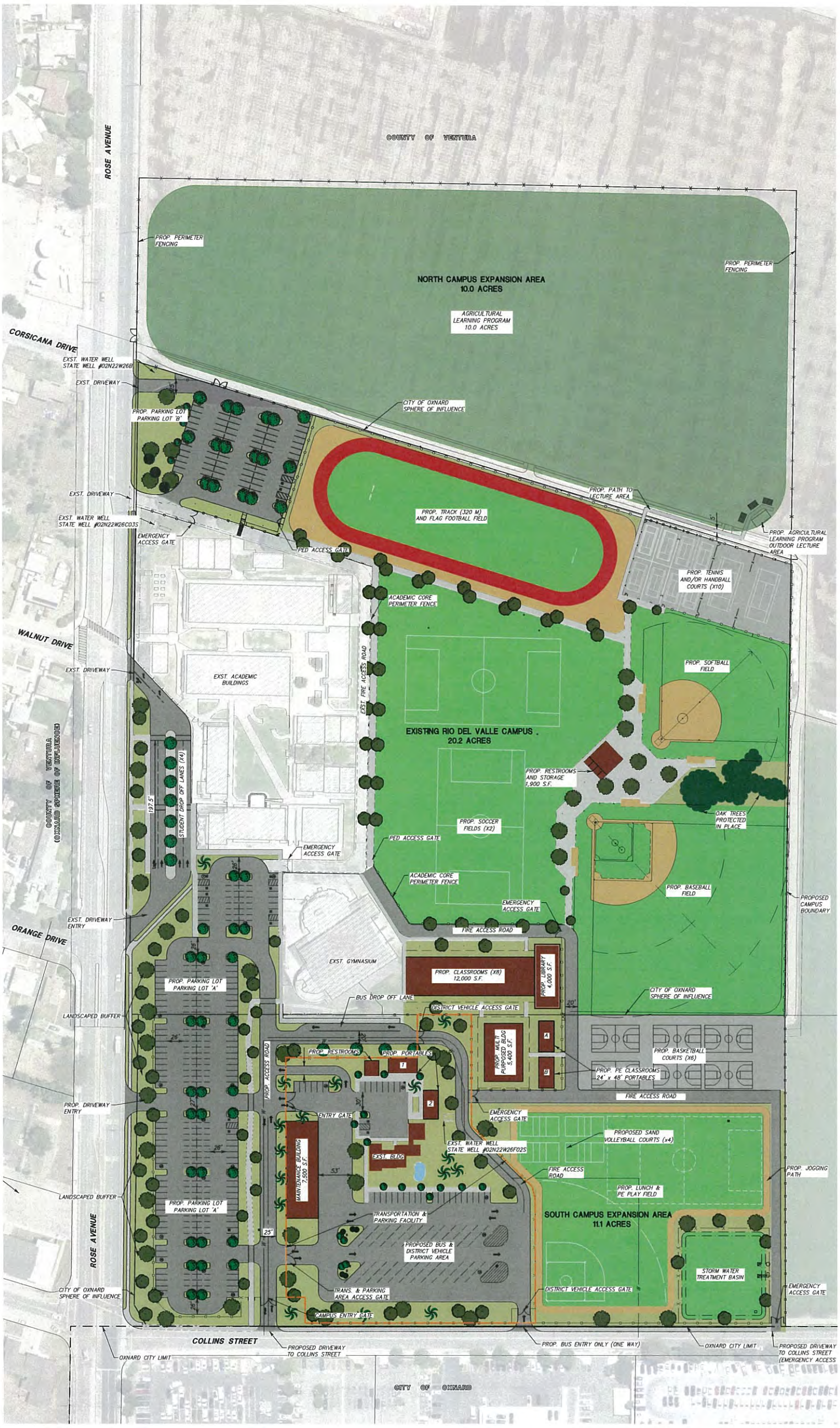
*Data Sources: ESRI, Ventura County, Tetra Tech*
*Background: ESRI World Imagery Service*

Rio Del Valle Middle School

**Current and Surrounding Land Uses, Ventura County, California**
Rio Del Valle Environmental Impact Report

TETRA TECH
5383 Hollister Ave. Suite 130
Santa Barbara, CA 93111

| DATE | DRAWN BY | MAP NO. | FIGURE |
|---|---|---|---|
| 05/31/2022 | BURSON/ STEELE | 10911 | **2-2** |




## LAND USE DATA

**OVERALL CAMPUS EXPANSION SUMMARY**

| | |
|---|---|
| EXISTING RIO DEL VALLE MIDDLE SCHOOL SITE | 20.2 ACRES |
| NORTH CAMPUS EXPANSION AREA | 10.0 ACRES |
| SOUTH CAMPUS EXPANSION AREA | 11.1 ACRES |
| TOTAL AREA: | 41.3 ACRES |

**PROPOSED BUILDINGS/STRUCTURES**

| | |
|---|---|
| ACADEMIC & INSTRUCTIONAL BUILDINGS | |
| CLASSROOMS (x8) | 12,000 S.F. |
| LIBRARY & MEDIA CENTER | 4,000 S.F. |
| MULTI PURPOSED BUILDING | 5,400 S.F. |
| PHYSICAL EDUCATION CLASS 'A' | 1,152 S.F. |
| PHYSICAL EDUCATION CLASS 'B' | 1,152 S.F. |
| MAINTENANCE & OPERATIONS BUILDINGS: | |
| MAINTENANCE BUILDING | 7,500 S.F. |
| EXISTING BUILDING | ±3,130 S.F. |
| PORTABLE #1 | 1,080 S.F. |
| PORTABLE #2 | 1,080 S.F. |
| RESTROOMS | 528 S.F. |
| ATHLETIC BUILDINGS | |
| RESTROOMS/STORAGE BUILDING | 1,900 S.F. |
| TOTAL BUILDING AREA PROPOSED: | 37,192 S.F. |
| EXISTING/RE-PURPOSED STRUCTURES: | ±3,130 S.F. |
| GRAND TOTAL: | 38,922 S.F. |

**PROPOSED FIELDS/ATHLETIC FACILITIES**

320 METER TRACK
FLAG FOOTBALL FIELD
BASEBALL FIELDS (x2)
SOFTBALL FIELD
P.E. & LUNCH PLAY FIELD
SAND VOLLEYBALL COURTS (x4)
OUTDOOR BASKETBALL COURTS (x6)
TENNIS COURTS AND/OR HANDBALL COURTS (x10)
SOCCER FIELDS (x2 to 3)
400 METER JOGGING PATH

NOTE: IRRIGATION & FARMWORKER PATHS CURRENTLY IN OPERATION

## PARKING DATA

**PARKING LOT 'A'**

| | |
|---|---|
| STANDARD PARKING SPACES: | 214 SPACES |
| ACCESSIBLE PARKING SPACES: | 10 SPACES |

**PARKING LOT 'B'**

| | |
|---|---|
| STANDARD PARKING SPACES: | 91 SPACES |
| ACCESSIBLE PARKING SPACES: | 4 SPACES |

**TRANSPORTATION & PARKING FACILITY**

| | |
|---|---|
| STANDARD PARKING SPACES: | 34 SPACES |
| BUS PARKING SPACES: | 24 SPACES |
| ACCESSIBLE PARKING SPACES: | 2 SPACES |

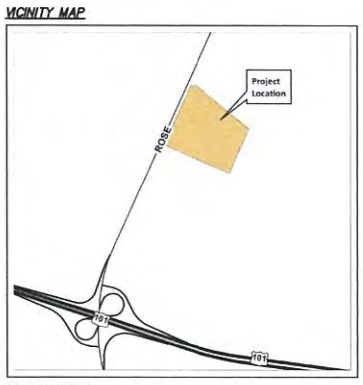
**PARKING SUMMARY**

| | |
|---|---|
| STANDARD PARKING SPACES: | 339 SPACES |
| BUS PARKING SPACES: | 24 SPACES |
| ACCESSIBLE PARKING SPACES: | 16 SPACES |

**LEGEND**

- CITY OF OXNARD CITY LIMITS
- CITY OF OXNARD SPHERE OF INFLUENCE
- TRANSPORTATION & PARKING AREA
- FUTURE INSTRUCTIONAL/ATHLETIC EXPANSION AREA
- AGRICULTURAL LEARNING PROGRAM AREA

**VICINITY MAP**




SCALE: NOT TO SCALE

60' 30' 0' 60' 120'
GRAPHIC SCALE: 1"=60'

| REVISION | DATE |
|---|---|
| NORTH AREA REVS. | 06-21 |
| DESIGN DETAILS | 08-21 |
| RE-DESIGN | 03-22 |
| PRE-APP SUB. | 07-22 |
| RE-DESIGN | 09-22 |

CLIENT: RIO SCHOOL DISTRICT

ENGINEER & LAND USE PLANNER: JENSEN DESIGN & SURVEY, INC.
1672 DONLON STREET
VENTURA, CALIF 93003
PHONE 805/654-6977
FAX 805/654-6979
www.jdscivil.com

Rio Del Valle Middle School
**Conceptual Master Plan**
Rio Del Valle Environmental Impact Report

TETRA TECH
5383 Hollister Ave., Suite 130
Santa Barbara, CA 93111

| TC NO | DATE | DRAWN BY | MAP NO | FIGURE |
|---|---|---|---|---|
| 41561 | 10/03/22 | STEELE | | 2-3 |

Source: *Sheet 1 - Rio Del Valle Middle School School Expansion Conceptual Master Plan.* Jensen Design & Survey, Inc. 10/3/22

PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030

CITY OF OXNARD CALIFORNIA

March 16, 2021

Ventura Local Agency Formation Commission
% Kai Luoma, Executive Officer
801 South Victoria Avenue, Suite 301
Ventura, CA 93003

**RE: Presentation from Rio School District - Development of Transportation Facility / School Expansion at Rio Del Valle Middle School (Agenda Item 12)**

Honorable LAFCo Commissioners:

On March 17, 2021, the Ventura Local Agency Formation Commission (LAFCo) will receive a presentation from the Rio School District (RSD) regarding a potential Maintenance, Operations and Transportation (MOT) facility, and Annexation or extension of City of Oxnard services to property adjacent to the Rio Del Valle Middle School (3100 North Rose Avenue).

While the RSD has been considering the proposal for multiple years, they have not submitted any permit applications to the City of Oxnard to begin a public review of their proposal or associated environmental review. As such, the RSD's proposal has not yet been reviewed by the City of Oxnard City Council or other advisory bodies.

However, upon learning about the proposal, City of Oxnard staff conducted a preliminary review of the RSD's proposal, and staff identified a number of large issues that must be addressed and permit entitlements that must be secured before City staff could recommend that the project should be Annexed into the City. The RSD has been provided a detailed list of concerns, but these are the top concerns the City staff have identified about the proposal:

1. The project area should be contiguous with the existing City limits to potentially facilitate Annexation.
2. Determine available water quality and quantity that could be brought into the City and provide associated documentation. The lands in question are currently not connected to the State Water Project.
3. Extension of City services onsite and offsite would have to be evaluated. A fiscal analysis would be needed. Additionally, "growth inducing impacts" would need to be analyzed as part of environmental review.
4. The property has a SOAR designation. The City believes a vote of the people will be needed to modify the SOAR boundaries.

City of Oxnard staff will participate in LAFCO's March 17 meeting.

Sincerely,

Scott Kolwitz
Planning & Environmental Services Manager

cc: Joel Kirschenstein, Rio School District Representative (via email)
Ashley Golden, Assistant City Manager (via email)
Vyto Adomaitis, Community Development Director (via email)
Ken Rozell, Chief Assistant City Attorney (via email)

VENTURA LOCAL AGENCY FORMATION COMMISSION
801 S. VICTORIA AVENUE, SUITE 301 ● VENTURA, CA 93003
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WWW.VENTURA.LAFCO.CA.GOV

March 31, 2021

John Puglisi, Ph.D.
Superintendent
Rio School District

SENT VIA ELECTRONIC MAIL

Subject: Proposed transportation facility and expansion of Rio Del Valle Middle School

Dear Superintendent Puglisi:

It was a pleasure meeting you and your team at the virtual LAFCo meeting of March 17th. The information that you provided to the Commission and the discussion that followed was very helpful to the Commissioners and staff in understanding the school district's development plans. As you know, at the close of the item, the Commission directed LAFCo staff to provide the school district with an analysis of the two available options that would allow for the City of Oxnard to provide one or more services to the proposed developments. These options are discussed below and have been reviewed by LAFCo Legal Counsel.

**Purpose of LAFCo**

LAFCos were created in each of the state's 58 counties by the State Legislature for the purposes of discouraging urban sprawl, preserving open-space and prime agricultural lands, encouraging the efficient provision of government services, and encouraging the orderly formation and development of local agencies (Govt. Code § 56301). To this end, LAFCos, which function as state agencies, were given exclusive jurisdiction to determine the jurisdictional boundary and service area of all cities and special districts in the state. The Ventura LAFCo exercises its jurisdiction over the 10 cities and 50 special districts located in Ventura County.

**Project Description**

The Rio School District provides kindergarten through 8th grade education to the unincorporated communities of El Rio and Nyeland Acres and portions of the City of Oxnard. The school district plans to develop a bus transportation facility on three acres of unincorporated agricultural land adjacent to the Rio Del Valle Middle School, beginning later this year. The transportation facility includes parking for 24 buses and 26 standard vehicles. It includes approximately 10,000 square feet of offices, a warehouse, and bathrooms. A bus wash would be included, and limited bus repairs will occur at the site. The plan also includes development of additional classroom facilities on the current middle school campus. The

school district has future plans (beyond five years) to expand the middle school to include an additional seven acres of agricultural land.

As explained in the materials submitted by the school district, water service may be provided to the developments via either a new service[1] or an extended service[2] from the City of Oxnard. Sewer service would be provided via a new or extended service from the City. Pursuant to Govt. Code Section 56133, a city may provide new or extended services outside its jurisdictional boundary only if it first receives written approval from LAFCo (Ventura LAFCo refers to these agreements as out of agency service agreements, or OASAs). Therefore, as proposed, it appears that LAFCo approval of an OASA for water and/or sewer service between the City and the school district would be required. Though not currently proposed, a second option for the proposed developments to receive City services would be through annexation to the City, which would also require LAFCo approval. Both of these options are discussed below.

The discussion below is not intended to constitute a comprehensive analysis of all the laws, policies, and factors that LAFCo would consider when evaluating a request for an OASA or annexation. Instead, it generally outlines the regulatory framework and local requirements that LAFCo would consider for a project of this nature. Many of the constraints described below are established and controlled by agencies other than LAFCo; however, they affect LAFCo's ability to approve an OASA or annexation.

**Out of Agency Service Agreement (OASA) from the City of Oxnard**

This scenario assumes that both the proposed transportation facility and middle school expansion would be developed in unincorporated county area. Division 5 of the Ventura LAFCo Commissioner's Handbook (Handbook) contains the Commission's policies for OASAs (the Handbook is a compendium of the Commission's adopted policies and is available on the Ventura LAFCo website by clicking here). These policies generally provide that OASAs are to be approved after project entitlements have been approved and no more than one year before the issuance of building permits for the development that is to be served. Because the school expansion would occur several years following development of the transportation facility, for LAFCo purposes they would be considered two separate development projects subject to two separate OASAs. In order for LAFCo to consider and/or approve such an agreement(s), the following would need to occur:

[1] Commissioner's Handbook Section 5.1.1.3.a. - "New service: New service consists of service that a governmental entity is not currently providing or is not currently authorized to provide. For example, the installation of a new water meter or sewer connection constitutes a new service, but replacement of an existing connection that does not exceed the service capacity of the existing connection does not constitute a new service."

[2] Commissioner's Handbook Section 5.1.1.3.b. – "Extended service: Extended service is an increase in the level of service of an existing service, not the geographic expansion of services or the physical extension of a pipeline or similar link. A service is an extended service if it is provided at a level above and beyond the baseline of service a governmental entity is otherwise authorized to provide. For example, the increase in the diameter of an existing water pipe constitutes an extended service."

1.a. Land use approvals required: Section 5.1.3.2 of the Handbook provides, in relevant part, that "[n]o application for out of agency service involving the provision of service to a proposed…development project should be accepted before the associated…land use entitlement is approved by the agency with jurisdiction over the project."

Based on the information provided, it appears to be the school district's position that pursuant to Government Code Section 53094(b), it can render the otherwise applicable zoning ordinance inapplicable to the proposed transportation facility. However, it is the opinion of LAFCo Legal Counsel that Section 53094(b) does not provide the school district with such authority[3] (if the school district believes it derives this authority from other than 53094(b), please provide said authority for further consideration). Therefore, it appears that the County of Ventura would be the agency with land use authority over the transportation facility and the State Architect would appear to have authority over the approval of the school's expansion. Approval from these entities would be necessary before an application for an OASA is submitted to LAFCo for either the transportation facility or school expansion.

1.b. Agreement to provide service(s): Part of the approval process for the transportation facility and school expansion would include an agreement or contract with the City of Oxnard to provide new or extended water and/or sewer service. It is this agreement/contract that would be subject to LAFCo approval. Providing said service is a discretionary decision on the part of City and would be subject to whatever requirements are imposed by the City, such as those indicated in the City's March 16, 2021 letter to the Commission.

1.c. Guidelines for Orderly Development: The Guidelines have been adopted by the County of Ventura, all cities in the county, and LAFCo. The Guidelines contain policies that generally provide that urban development should occur only in cities or within unincorporated existing communities as defined by the County General Plan. The proposed development projects are located in neither. The transportation facility and school expansion would likely be considered urban development under the Guidelines. Consistency with the Guidelines will be a factor in the consideration of the County, the City, and LAFCo.

1.d. Camarillo-Oxnard Greenbelt Agreement: The site for the proposed transportation facility and school expansion are within the Camarillo-Oxnard Greenbelt. Pursuant to the greenbelt agreement, the cities of Camarillo and Oxnard and the County of Ventura

[3] Section 53904(b) states that the authority of a school district to render an otherwise applicable zoning ordinance inapplicable cannot be exercised "when the proposed use of the property by the school district is for nonclassroom facilities, including, but not limit to, warehouses, administrative buildings, and automotive storage and repair buildings." The proposed transportation facility consists of nonclassroom facilities and uses, including a warehouse, office, bus wash, and other related buildings. Therefore, it appears that the school district does not have authority to render inapplicable a local zoning ordinance for development of the transportation facility.

"agree to a policy of non-annexation, non-development and retention of open space uses for the territory" included in the greenbelt. LAFCo has endorsed the greenbelt agreement and consistency with it would be a factor in LAFCo's review of the OASA application (Handbook section 5.1.5.d). The transportation facility and school facility are not considered open space uses and, therefore, would be inconsistent with the greenbelt agreement. Therefore, in order for the developments to proceed, the greenbelt agreement would need to be amended by all parties (the County and the cities of Camarillo and Oxnard).

1.e. City of Oxnard Urban Restriction Boundary (CURB): The site for the proposed transportation facility and school expansion is located outside the Oxnard CURB, as established by the City's Save Open Space and Agricultural Resources (SOAR) ordinance. City policies generally limit services and urbanized uses of land to within the CURB. Regarding the proposed developments, according to the City's March 16 letter, "[t]he City believes a vote of the people will be needed to modify the SOAR boundaries."

1.f. City of Oxnard Sphere of Influence: The sites for the proposed transportation facility and school expansion are located outside the City's sphere of influence. Pursuant to Govt. Code section 56133(c), LAFCo "may authorize a city or district to provide new or extended services outside its jurisdictional boundary and sphere of influence to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory…" Absent such a threat in the affected territory[4], LAFCo has no authority to approve the service and the city would have no authority to provide the service. Therefore, in order for LAFCo to approve an OASA for a new or extended service from the City that accommodates development of either the transportation facility or school expansion, LAFCo must first approve an amendment to the City sphere of influence to include the site. The following LAFCo policies, among others, would apply to the proposed sphere of influence amendment:

- Handbook Section 4.2.1 provides in relevant part, "sphere of influence boundaries should coincide with, or cover lesser area than, voter approved growth boundaries." To satisfy this policy, the City's CURB would need to be amended to include the site before the sphere is amended (see number 1.e. above).
- Handbook Section 4.3.2.1 lists several criteria that must be met in order to amend a sphere of influence that would likely lead to the conversion of prime agricultural land to other uses, including, but not limited to:

[4] At the March 17 LAFCo meeting, it was suggested that overcrowding in the school district represents a threat to public health or safety in the affected territory under 56133(c). Regarding OASAs, Govt. Code Section 56015 defines "affected territory" as "any territory to which services are proposed to be provided pursuant to sections 56133…" In this case, the affected territory is agricultural land and, therefore, cannot be experiencing a public health or safety threat of overcrowding.

a. "The territory is likely to be developed within 5 years and has been designated for non-agricultural or open space use by the applicable general and specific plans." Though the transportation facility is planned for development within five years, the site of both the transportation facility and school expansion is designated by both the County and City general plans as agricultural. For this criterion to be met, it appears the land use designation in the applicable general plan would need to be amended.
d. "The territory is not within an area subject to a Greenbelt Agreement adopted by a city and the County of Ventura." This policy continues that LAFCo will not approve the sphere of influence amendment unless all parties to the agreements amend the agreement to exclude the affected territory (see number 1.d. about the Camarillo-Oxnard Greenbelt Agreement).
e. "The use or proposed use of the territory involved is consistent with local plans and policies." As noted, the proposed uses would not be consistent with County, City, and LAFCo plans and policies.

- Handbook Section 4.3.3 lists a number of additional factors that apply to sphere of influence amendments specifically for schools. We encourage the school district to review these policies before an application to amend the City sphere of influence is submitted.

1.g. Annexation to the Calleguas Municipal Water District (Calleguas) and the Metropolitan Water District of Southern California (Metropolitan): Calleguas is a wholesale water supplier to the City of Oxnard and is a member agency of Metropolitan. According to Calleguas' staff, it is the policy of both Calleguas and Metropolitan that water may be supplied to only territory located within their respective boundaries. They will not enter into OASAs. The site of both the transportation facility and school expansion are outside the jurisdictional boundaries of these agencies. Therefore, in order for the City to provide water service to the proposed developments via an OASA, the sites must be annexed to both Calleguas and Metropolitan.

Please also see Handbook Section 5.1.10 which lists criteria to be considered for the approval of an OASA for a school (these would not apply to an OASA for the transportation facility).

**Annexation to the City of Oxnard**

The second scenario that the Commission asked staff to analyze is annexation to the City of Oxnard. Annexation would allow for the City to provide a full range of urban services to the facilities. The location of the developments, as proposed, are not contiguous with the City boundaries and, therefore, could not be annexed alone. However, annexation may be possible if the proposed developments are relocated or additional territory is included in an annexation proposal to provide contiguity.

This scenario assumes that both the proposed transportation facility and middle school expansion would be developed within the City. However, because the school expansion would occur several years following development of the transportation facility, for LAFCo purposes they would be considered separate development projects subject to two separate annexations.

2.a. Land use approvals required: Division 3 of the Handbook contains the Commission's policies that apply to changes of organization, including annexations. Handbook section 3.1.6 provides that unless exceptional circumstances exist, "no application for a change of organization [including annexation]…will be accepted until all discretionary approvals for any pending application for land use entitlements…pertaining to the subject territory are granted." Under this scenario, the City of Oxnard would be the agency with land use authority over the transportation facility and the State Architect would appear to have authority over the approval of the school's expansion. Approval from these entities would be necessary before an application for an annexation is submitted to LAFCo for either the transportation facility or school expansion. In addition to approval of the necessary entitlements, the City would be required to prezone the site consistent with the proposed uses (Govt. Code § 56375(a)(7)) and amend its general plan designation accordingly.

2.b. Camarillo-Oxnard Greenbelt Agreement: As noted under number 1.d. above, pursuant to the greenbelt agreement, the Cities of Camarillo and Oxnard and the County of Ventura "agree to a policy of non-annexation, non-development and retention of open space uses for the territory" included in the greenbelt. LAFCo has endorsed the greenbelt agreement and Handbook section 3.2.4.4 provides that, unless exceptional circumstances exist, LAFCo will not approve a proposal from a city that is in conflict with any greenbelt agreement. Therefore, in order for the annexations to proceed, the greenbelt agreement would need to be amended by all parties (the County and the cities of Camarillo and Oxnard).

2.c. City of Oxnard Urban Restriction Boundary (CURB): Handbook section 3.2.4.2 provides that, unless exceptional circumstances exist, "[f]or cities that have enacted ordinances that require voter approval for the extension of services or for changing general plan designations, LAFCo will not approve a proposal unless it is consistent with such ordinances and voter approval has first been granted." As discussed under number 1.e. above, the City believes a vote of the people will be necessary pursuant to the City's SOAR ordinance.

2.d. City of Oxnard Sphere of Influence: As noted, the site for the proposed transportation facility and school expansion are located outside the City's sphere of influence. LAFCo law requires that annexations be consistent with applicable spheres of influence (Govt. Code § 56375.5). Therefore, the City sphere of influence would need to be amended as part of the annexation, as discussed under number 1.f. above.

2.e. Annexation to Calleguas and Metropolitan: Annexation to the City would also require annexation to Calleguas and Metropolitan, as discussed above under number 1.g.

2.f. Property Tax Sharing Agreement: Pursuant to section 99.b. of the Revenue and Taxation Code, LAFCo cannot accept for filing a city annexation proposal unless a property tax sharing agreement has been executed between the county and the subject city. The master tax sharing agreement between the County and the City of Oxnard was terminated in 2018. Therefore, either a new master tax sharing agreement or an agreement for the proposed annexations would need to be in place in order for LAFCo to accept an application for filing.

**Conclusion**

In order for the City of Oxnard to provide new or extended services to the proposed transportation facility and school expansion, LAFCo approval of either an OASA or annexation would be required. As explained above, both options would require a variety of actions from the County, the City of Oxnard, and the City of Camarillo before LAFCo can consider and/or approve either an OASA or annexation.

Again, thank you for participating in the March 17th LAFCo meeting. Please do not hesitate to contact me should you have any questions.

Sincerely,

Kai Luoma
Executive Officer
Ventura LAFCo

c: Ventura LAFCo Commissioners
Scott Kowlitz, City of Oxnard, Planning and Environmental Services
Dave Ward, County of Ventura, Resource Management Agency
Dan Drugan, Calleguas Municipal Water District

PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030

CITY OF OXNARD CALIFORNIA

April 14, 2021

County of Ventura Planning Commission
% Owen Deutsch, Project Planner
800 South Victoria Avenue
Ventura, CA 93009

**RE: Rio School District - General Plan and Non-Coastal Zoning Ordinance Consistency Analysis (Agenda Item 6)**

Honorable Planning Commissioners:

The City of Oxnard has been made aware that the County of Ventura Planning Commission is being asked to review the Rio School District's proposed Rio Del Valle 10-acre property acquisition and to determine if it is consistent with the County's General Plan and Non-Coastal Zoning Ordinance pursuant to Public Resources Code Section 21151.2 and Government Code Section 65402.

The City of Oxnard staff is not providing any comments relative to the proposal's consistency or inconsistency with the County of Ventura's policies and regulations; however, the City of Oxnard staff has found the Rio School District's proposal to be inconsistent with Oxnard's policies and regulations as specified in the attached letter previously shared with the Ventura Local Agency Formation Commission at their meeting of March 17, 2021.

Sincerely,

Scott Kolwitz
Planning & Environmental Services Manager

Attachment: City of Oxnard Letter to LAFCo dated March 16, 2021

cc: Joel Kirschenstein, Rio School District Representative (via email)
Ashley Golden, Assistant City Manager (via email)
Vyto Adomaitis, Community Development Director (via email)
Ken Rozell, Chief Assistant City Attorney (via email)

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030

CITY OF OXNARD CALIFORNIA

Monday, November 21, 2022

Wael Saleh, C.P.A., M.B.A.
Assistant Superintendent, Chief Business Official
Rio School District
1800 Solar Drive
Oxnard, CA 93030

Subject: *City of Oxnard Comments on Draft Environmental Impact Report*
Project Name: *Rio del Valle Middle School Existing Campus Expansion Master Plan County of Ventura, California SCH# 2022060117*, Northeast of Rose Avenue and Collins Street (APN 144-0-110-445; -225; & -590)

Dear Mr. Saleh:

The City of Oxnard (City) has received and conducted a review of the Draft Environmental Impact Report for the proposed new Rio Del Valle Middle School Existing Campus Expansion Master Plan (Project). This letter provides the City's comments on the Draft Environmental Impact Report (Draft EIR).

The City has three global comments on the Draft EIR, two notable items of concern, and additional detailed comments on the Draft EIR.

Global Comments

1. The Draft EIR incorrectly includes the proposed district transportation and bus maintenance and parking facility, as part of the school, and assumes compliance with applicable General Plan and Zoning policies and regulations. The proposed District Transportation and Bus Maintenance and Parking facility is not a Public School and cannot be considered as part of the adjacent school, and therefore is not consistent with the proposed General Plan land use designation (School) or the proposed Zoning (C-R). Per the City of Oxnard 2030 General Plan, the School designation is for "*for campuses of the elementary and secondary public school districts that serve Oxnard.*". Also, the C-R zoning designation only allows for *"Public schools-elementary, junior high, high school and college."*this does not allow for a District wide Transportation and Bus Maintenance and Parking facility. As a result, the conflicts, this would result in significant impacts, in

multiple impact areas including, but not limited to, Aesthetics, Agriculture and Forestry Resources, and Land Use Planning.

2. The Draft EIR continues to indicate that it is the District's position that pursuant to Government Code Section 53094(b), it can overrule City of Oxnard zoning authority as it relates to the proposed district transportation and bus maintenance and parking facility. However, Section 53094(b) does not apply to the district's transportation and bus maintenance and parking facility. Therefore, the City of Oxnard has approval authority over the transportation facility. As, noted in comment No. 1 above, the proposed zoning and land use designations do not permit the proposed transportation facility, and therefore the Project must be revised to request the appropriate general plan and zoning Designation.

3. While each impact area's significance threshold states that "the impacts used in this analysis are consistent with Appendix G of the CEQA Guidelines and the 2017 City of Oxnard CEQA Guidelines". Many of the significance thresholds from the 2017 City of Oxnard CEQA Guidelines[1] are not included or analyzed, therefore this statement is incorrect. Each section must be revised to include the appropriate significance threshold in order to be used by the City of Oxnard for the purposes of CEQA compliance.

<u>The City offers the following detailed comments to the Rio del Valle Middle School Expansion Draft EIR:</u>

**<u>2.4 Project Description</u>**

Paragraph 5 on page 2-9, mentions the expansion of joint uses, including use of the site by the John F. Flynn Community Clinic and Sheriff's Department, however the Draft EIR fails to analyze the expansion of these uses or provide justification that these uses are not being expanded. These joint uses are not a school use, nor are they consistent with typical school uses. Additionally, the project proposes a significant increase in the amount of parking to accommodate these uses, as there is a proposed approximately 300 percent increase in the amount of parking, despite only 35 percent increase in staffing levels (70 staff to 95 staff). The proposed or potential expansion of these uses must be further discussed and analyzed in the Draft EIR.

Paragraph 4 on page 2-9, indicates that partial work will begin, prior to obtaining all related entitlement for work under this proposed project. No work should occur for any portion of this project, until all required permits or approvals have been obtained to avoid unanalyzed impacts due to the inability to obtain one or more of the required permits or approval, which would result in necessary changes to the project and project description.

Table 2-4. Conceptual Site Plan Summary fails to include any of the proposed improvements to the northern campus expansion area. This table must be revised to include those improvements.

[1] https://www.oxnard.org/city-department/community-development/planning/ceqa/

Also, as the site plan includes the existing campus, however this table only includes only partial information. Table should be updated to include Existing areas to provide a complete site plan summary.

Utility Improvements (Sewer and Water)
The Draft EIR states that the sewer and water connections are proposed as part of Phase II, however these improvements will be required as part of the annexation and required to serve any new or expanded facilities constructed as part of Phase I. This is also inconsistent with the analysis and discussion provided in section 3.18 Utilities and Service Systems. Therefore, the Draft EIR must be revised to include this work as part of Phase I.

**2.5 Required Permits and Approvals**
Table 2.5 on page 2-18, fails to include and adequately discuss all of the required City of Oxnard entitlements necessary for this project to move forward. As previously communicated to the District this includes the following discretionary approvals:

- General Plan Amendment (to change the City Urban Restriction Boundary, SOAR land designation, Sphere of Influence, land use designation)
- Pre-zoning the property
- Tentative Tract Map and / or Lot Line Adjustment
- Special Use Permit for the School pursuant to the C-R zone requirements. Special Use Permit or Development Design Review Permit for the proposed District Transportation and Bus Parking facilities (The final permit type will be determined by the requested pre-zoning Zoning Designation).

On page 2-19, the District states they will be requesting General Plan Designation of School and Zoning designation of Community Reserve (C-R). The proposed District Transportation and Bus Maintenance and Parking facility is not a Public School and cannot be considered as part of the adjacent school, and therefore is not consistent with the proposed General Plan land use designation (School) or the proposed Zoning (C-R). Per the City of Oxnard 2030 General Plan, the School designation is for "for campuses of the elementary and secondary public school districts that serve Oxnard.". Also, the C-R zoning designation only allows for "Public schools-elementary, junior high, high school and college."this does not allow for a District wide Transportation and Bus Maintenance and Parking facility.

On page 2-19, the district indicates that this project would be exempt from the City of Oxnard Save Open Space and Agricultural Resources (SOAR) Ordinance, however this determination is to be made by the City of Oxnard City Council. To date the City of Oxnard City Council has not made that determination, therefore this assumption is inaccurate. This section must be revised to clarify this determination is subject to City Council approval.

The Project Description must include a description of each of the requested General Plan Land Uses and Zoning Designations, Greenbelt Modifications, Sphere of Influence/CURB adjustments, and the proposed development associated with each.

**3.0 Environmental Analysis**

3.1 Aesthetics

The environmental document must include an analysis of the visual impacts of the District Transportation and Bus Maintenance and Parking facilities. Paragraph 2 of Section 3.1.2.3, claims that there would be no significant impacts to the views of the Oxnard-Camarillo Greenbelt, however this section fails to analyze the fact that the proposed project would eliminate views of the Oxnard-Camarillo Greenbelt, from Rose Avenue adjacent to the project site. As indicated in the project description, the Project proposes to remove these areas from the Greenbelt, and block views with the development of the new School and District Transportation and Bus Parking facilities.

Paragraph 4 of Page 3-10, states that the proposed project would be consistent with the General Plan and Zoning, with the proposed GPA, Pre-Zone, and Annexation, however this is incorrect. The proposed District Transportation and Bus Maintenance and Parking facility is not a Public School and cannot be considered as part of the adjacent school, and therefore is not consistent with the proposed General Plan land use designation (School) or the proposed Zoning (C-R). Per the City of Oxnard 2030 General Plan, the School designation is for "*for campuses of the elementary and secondary public school districts that serve Oxnard.*". Also, the C-R zoning designation only allows for *"Public schools-elementary, junior high, high school and college."*, this does not allow for a District wide Transportation and Bus Maintenance and Parking facility. As a result, the conflicts would result in a significant impact.

Paragraph 4 of Page 3-11, The Draft EIR relies on significant landscaping for the screening of the parking and transportation facility in the discussion and provided photosims, however no details are provided on the quantity and the spacing of the landscaping. The Draft EIR must be revised to provide sufficient evidence that the proposed landscaping will be adequate. This should include a complete landscape plan and tree spacing requirements.

3.2 Agricultural and Forest Resources

The Draft EIR states in section 3.2.2.3 Project impacts that the proposed project would not convert any of the northern campus to non-agricultural use, however the proposed project includes a request to change the a General Plan designation from Agriculture to School, as well as the construction of classroom facilities (outdoor lecture area). The Draft EIR fails to analyze the long-term impacts to the northern campus expansion area that will result from the land use and zone change. The land use and zone change will result in the loss of protections for this agricultural land, as it will allow for the development of alternative non agricultural uses. Additionally, with the growth-inducing impacts related to the land use and zone changes, roadway improvements and the extension of public services, it can be reasonably foreseen that this Project will potentially result in the loss of this agricultural land. As this area is to be used

for school purposes, not for the purpose of agriculture, the new classroom area must be included in all calculations of the Agricultural areas to be lost. Revise impact analysis to include this area.

The Draft EIR fails to appropriately mitigate the loss of the agricultural land. The proposed Mitigation (AG-1) does nothing to mitigate the physical loss of the over ten acres of agricultural land or the land use change to the over ten acre northern expansion area. Pursuant to CEQA guidelines section 15370, mitigation may take the form of avoidance, minimization, restoration, preservation, or compensation, including through permanent protection of such resources in the form of conservation easements. The proposed mitigation is insufficient and inconsistent with CEQA guidelines. The use of Agricultural Conversion mitigation fee or Purchase of Agricultural Conservation Easements, are not identified, discussed, or analyzed in the Draft EIR. As these are both a common and appropriate means of mitigating the loss of prime farmland, the Draft EIR must be revised to include appropriate mitigation including but not limited to an Agricultural Conversion mitigation fee or Purchase of Agricultural Conservation Easements. The fee or easement, compensating for the impact by replacing or providing substitute resources or environments, which qualifies as mitigation under CEQA. CEQA Guidelines Section 15126.4, requires that a EIR describe feasible mitigation measures which could minimize significant adverse impacts. As the project proposes to convert the Land use designations for both the northern and southern expansion areas, from agricultural to school or other non-agricultural use, CEQA requires that any proposed mitigation must mitigate for the loss of both areas. Appropriate mitigation must be determined in consultation with appropriate lead and/or responsible agencies, including the City of Oxnard.

3.3 Air Quality

The Air Quality report provided in Appendix B, fails to include the proposed transportation facility. The Air Quality report must be updated to include the proposed bus facility as one of the proposed uses. School and Parking Lot, are not representative of the proposed transportation facility. Also, the Air Quality report fails to account for the entire project. The project includes the northern expansion area as well as improvement to the existing campus, however the analysis fails to include and analyze the impacts associated with these improvements. Therefore, the analysis provided in the air quality analysis is incomplete, and must be revised to analyze the whole of the project.

Paragraph 4 of Page 3-41, states *"Operation of the proposed project is not expected to create objectionable odors since its primary function is to provide educational services."*. This fails to acknowledge or account for the impacts associated with the proposed transportation facility. This section must be revised to account for the transportation facility which is a significant portion of this project.

Given the inaccurate and incomplete information, appropriate mitigation measures cannot be determined. Therefore, this section must be revised and appropriate mitigation measures considered. Subsequently, the revised Draft EIR must be recirculated for review of the analysis and mitigation measures.

2.5 Cultural Resources

Paragraph 2 of Section 3.5.2.3, states "*the RVD buildings and infrastructure and a residential building constructed between 1947 and 1967. These resources are unrecorded and have not been evaluated for significance eligibility as historical resources under CEQA.*". This section relies on a Mitigation CUI - 1, to analyze whether the construction of this project would have a significant impact. The level of impact cannot be adequately determined without first identifying the significance of these resources. This deferred mitigation is not appropriate or permissible under CEQA, pursuant to CEQA Sections 15126.4(a)(1)(B) and 15126.4(b). The Draft EIR fails to identify why it is impractical or infeasible to provide the historical assessment and mitigation at this time. The historical assessment of these properties must be completed as part of the Draft EIR, so that adequate mitigation can be determined and applied to the Project. Additionally, the deferral of this mitigation to prior construction would fail to analyze any potential short-term or long-term impacts associated with the proposed land use change.

3.6 Energy

Paragraph 4 under Long-Term Energy Use states "*Actual vehicle fuel use comparisons for the current facilities, including the RDV Middle School and the District Transportation and Parking Facility, are not possible, as data for such calculations are not available. Instead, this evaluation considers current and projected transportation modes to infer potential energy use changes.*". In order to support these conclusions this information must be provided. The current assumptions, including "*The remaining 24 bus trips serving the rest of the RSD should at least not increase due to the new facility location and may in fact decrease because the new facility is more centrally located within the RSD.*", are unsubstantiated and therefore cannot be relied on for determining whether or not the proposed project would have a significant impact on energy use. The Draft EIR, must at a minimum provide a comparison of the daily bus travel distance from the existing facility vs. daily bus travel from the proposed transportation facility.

Additionally, this section states there will be a total of 30 bus trips, six for RDV and 24 for the other school, however only 24 buses are identified in the project description. Lastly, the analysis fails to account for the expansion in the number of buses currently serving the district. As this project will accommodate the future expansion the Draft EIR must analyze the impacts associated with the project increase (14 buses to 24 buses).

3.8 Greenhouse Gas Emissions

The Draft EIR incorrectly refers to the Appendix C, in the project impacts section, however that is the Cultural Resources study. The Air Quality report provided in Appendix B, fails to include the proposed transportation facility. The Air Quality report must be updated to include the proposed bus facility as one of the proposed uses. School and Parking Lot, are not representative of the proposed transportation facility. Also, the Air Quality report fails to account for the entire project. The project includes the northern expansion area as well as improvement to the existing campus, however the analysis fails to include and analyze the impacts associated with these improvements. Therefore, the analysis provided in the air quality analysis is incomplete, and must be revised to analyze the whole of the project.

3.9 Hazards and Hazardous Materials

The significance thresholds used are not consistent with the 2017 City of Oxnard CEQA Threshold, as many are missing and not analyzed. The threshold can be found at https://www.oxnard.org/wp-content/uploads/2017/06/CEQA-Guidelines-Color.pdf.

Section 3.9.2.3 of the Draft EIR states *"Potential hazardous materials use and storage at the proposed Site in the past from agriculture practices is discussed in Section 3.9.1.1, is evaluated further below, and is mitigated with the implementation of Mitigation Measure HAZ-1."* However, this mitigation measure is not related to the previous agricultural uses. Appropriate mitigation must be provided to address the prior contamination associated with the agricultural uses. The environmental document must include further discussion of the proposed storage, use, and disposal of materials associated with the bus facility, such as fuel storage, storage of oils, paints, used parts, or other materials typically associated with automotive maintenance. Also, the report states that no remediation action is required so long as the northerly parcel is used for agricultural purposes. However, as improvements may be required on this site, the analysis must address if any further action would be required to allow for the improvements. The Draft EIR must also include further analysis of the Project's compliance with City and County emergency plans.

Due to the incomplete analysis provided, this section must be revised and the Draft EIR recirculated to allow for adequate public review.

3.11 Land Use and Planning

The Draft EIR incorrectly includes the proposed district transportation and bus maintenance and parking facility, as part of the school, and assumes compliance with applicable General Plan and Zoning policies and regulations. The proposed District Transportation and Bus Maintenance and Parking facility is not a Public School and cannot be considered as part of the adjacent school, and therefore is not consistent with the proposed General Plan land use designation (School) or the proposed Zoning (C-R). Per the City of Oxnard 2030 General Plan, the School designation is for "for campuses of the elementary and secondary public school districts that serve Oxnard.". Also, the C-R zoning designation only allows for "Public schools-elementary, junior high, high school and college."this does not allow for a District wide Transportation and Bus Maintenance and Parking facility. As a result, the conflicts, this would result in significant impacts, in multiple impact areas.

3.13 Noise

The Draft EIR identifies the Project as having a less than significant impact; however, no studies have been prepared. A noise study is required for this Project. The noise assumptions based on the increase in ADT, fails to acknowledge the significant number of bus trips which are substantially louder than standard vehicles. The study and environmental document analysis must consider the noise and vibrations associated with the construction of the whole of the Project and all associated operations, including increased bus traffic and maintenance activities and equipment. Therefore, the Draft EIR fails to analyze the possible impacts associated with the operation of the District Transportation and Bus Parking and Maintenance facility. The analysis

must consider the noise impact on all adjacent properties including the school and classroom facilities.

3.14 Population and Housing
The Draft EIR discussion only discusses potential growth inducing impacts associated with roadway improvement and the school use. However, the whole of the Project must be analyzed by the environmental document. As a result, in addition to the use and road improvements, the "growth inducing impacts" associated with the extension of the utilities, the general plan amendment and associated pre- zoning, the changes to the City Urban Restriction Boundary, the changes to the SOAR land designation, the green belt amendments, and changes to the City Sphere of Influence must be analyzed in the Draft EIR.

3.16 Transportation
The Project will be required to comply with the City's adopted Bicycle and Pedestrian Master Plan, which identifies a Class II bike line along Rose Avenue.

**5.3.2 Alternatives Considered and Rejected**
Pursuant to CEQA a EIR must "describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives."

The Draft EIR fails to provide justification or reasoning for not analyzing any alternative locations for either the school expansion or the proposed transportation facilities. As these are exclusive uses, in that they have and can continue to operate separately, CEQA requires that the Draft EIR provide reasoning for concluding no feasible alternative locations exist for each component (the school expansions and the transportation facility).

The alternative sites analysis must consider sites other than those listed in the 2030 General Plan, which were intended for new schools. As the proposed project requires annexation, general plan amendments, and pre-zoning, among other permits, the requirement for these permits would not solely be sufficient for determining a site's feasibility. The Draft EIR also fails to acknowledge alternative locations for the proposed Transportation facility. No justification was provided for not analyzing alternative transportation facilities. The Draft EIR states that six buses serve this school; however, that is only 25 percent of the proposed twenty-four buses. This statement fails to provide any analysis or conclusion to state why this means no other alternative locations are feasible.

**The City offers the following comments to the Rio del Valle Middle School Expansion Draft EIR Utilities and Traffic Analysis and Studies:**

Water Resources
Since the project proposes to be annexed into the City of Oxnard, the existing campus and the proposed expansion (including the proposed agricultural field) shall use City water. The District shall account for all available water allocations ready to be transferred to the City to cover the

existing and proposed school expansion areas consistent with the City Oxnard Municipal Code Article VI. Any transfers that need to occur for other projects shall occur outside the Campus Expansion Master Plan.

Per the Urban Water Management Plan (UWMP), the City plans a 45% reduction in groundwater pumping by 2040, meaning the City will need to secure other water resources in the future. New projects not accounted for in the UWMP will cause an increase in the water projection requirements. Even if this project can allocate more groundwater rights to the City, adding more unaccounted projects will require the City to expend more resources in the future.

Jensen 2022b Water Technical Memorandum:

1. The School District shall complete the water transfer for the Rio Urbana Project and update the memo with the available remaining water allocations. References to the Rio Urbana Project shall be removed from the technical memorandum.
2. Available water allocation to be transferred shall account for the pumping reduction as required by Fox Canyon Groundwater Management Agency and the City of Oxnard 2022 Urban Water Management Plan. Provide and explain the number before and after the applied reduction(s).
3. Per the 2022 UWMP, the City is required to reduce groundwater extractions by 45% by 2040. Explain how the proposed water allocation is supposed to address this reduction.
4. The campus, existing and proposed, shall use city water. All water services shall connect to the City's water system.
5. All water wells shall be decommissioned/destroyed unless directed otherwise by the City.
6. The School District shall dedicate all water rights on the property of the existing and proposed campus expansion to the City.

Wastewater

New projects outside the planned service area can push the treatment and operational requirements of the Oxnard Wastewater Treatment Plant (OWTP) beyond the estimated projection. The EIR shall analyze how the school expansion will impact the City's collection system, specifically, how it will remove existing sewer capacity downstream. Thereby taking available sewer discharge capacity from future development areas already within the City limits.

Sewer Preliminary Investigation

1. The method of sewer generation rate calculations must be deemed acceptable by the City of Oxnard Public Works Department.
2. Explain if the project's sewer generation, 4766 GPD, includes the existing and proposed expansion or just the expansion.
3. Show in the memo how the peak flow of 0.018 CFS is calculated.
4. Quantify and explain the overall sewer discharge impact that could potentially take away excess capacity for planned development downstream within the City limits.
5. The report will need to be screened by the Public Works Department once quantities in the preliminary sewer study are found to be acceptable.

Stormwater Comments

The project will drain to the Rose-Santa Clara Specific Plan and will impact the existing drainage system. The assumption that the project is permitted to release 1.1 CFS/acre is not supported without examining the previous hydrology report. The analysis shall encompass the entire school site and existing and expansion areas. The project may need to detain more than 1.1 CFS/acre to match what is permitted by the pre-determined downstream hydraulic grade line and capacity.

On the Water Quality Design, the calculations worksheet step 1-11 shall account for the entire project area (11.1 acres) when used with the weighted composite C runoff coefficient of 0.446. Using the composite value of 0.446 with A-retain is not correct since the C-value for A-retain is 0.95. As proposed, the area of stormwater infiltration is severely undersized.

Traffic Study Comments

1. The Rose Ave and Collins St. traffic signal is currently being operated and maintained by the County of Ventura. Revise the report to show the traffic signal at the intersection as within the County's jurisdiction.
2. Exhibits on the report incorrectly show intersection No. 8 as Ventura Blvd & Auto Center Drive. Revise the report to show intersection No. 8 as Auto Center Dr & Collins St.
3. Traffic growth from the data collection year (2021) to full capacity year (2029-2030 SY) shall be incorporated in the analysis. Traffic growth factor for the City of Oxnard shall be 1.2%.
4. Accident analysis at the intersection of Auto Center Drive and Collins St. shall be included in the report. Project shall mitigate the impact of added school traffic at the intersection. Copy of Collision report is included in this memorandum.
5. Since the project is part of a General Plan Amendment, traffic study shall be analyzed with the following scenarios:
    a. Existing (roadway counts reflecting all completed and occupied construction projects to date).
    b. Existing, plus approved (projects which have been approved by the City but are not yet occupied), plus pending (projects for which applications have been filed and are currently being processed, but have not yet received final approval).
    c. Existing, plus approved, plus pending, plus project (the subject proposed project, not yet finally approved by the City)
    d. Year 2030
    e. Year 2030 plus project
6. Analyze intersections within the City of Oxnard's jurisdiction and intersections proposed to be annexed to the City of Oxnard using the City's traffic study methodology and traffic impact thresholds.
7. Remove the text "County of Ventura" from the report's cover page.
8. Since annexation to the City of Oxnard is requested by the project, revise the project description to show as such.
9. Revise the project description to indicate the most recent site plan, if any. Revision shall include description of proposed agresses/ingresses to and from the project site.

10. To improve traffic circulation of the project, traffic study shall evaluate and include a recommendation of providing a deceleration lane on all proposed and existing ingresses to the school site along Rose Ave. The deceleration lane could serve as a buffer for traffic that backs-up to the intersection during drop-offs and pick-up period.
11. The traffic study shall evaluate if the existing right of way and road width of Collins St.'s project frontage can accommodate the school traffic, both passenger cars and school buses, with parking provisions on both sides of the street. Final cross section of Collins St. shall be consistent with City of Oxnard Standard Plate No. 100; Minor Residential.
12. Traffic study shall develop a recommendation on how to eliminate the current student drop-off problems along the northbound shoulder of Rose Ave, south of the existing northerly school boundary.
13. Traffic study shall evaluate the existing condition of the sidepath along the westerly side of Rose Ave, between Auto Center Drive and Collins St. and propose a safe route to school improvements.
14. Clarify in the study report when the proposed Rose Ave Bike Lane project will be implemented and completed and how the project will tie in to the proposed annexation of Rose Ave to the City of Oxnard.

Based on the information provided in this comment letter, the Draft EIR should be revised and recirculated pursuant to CEQA guidelines section 15088.5(a)(1-4). Thank you for the opportunity to comment on the Draft EIR. Please call Joe Pearson II, Planning & Environmental Services Manager, at 805-385-8272, or you can email at Joe.Pearson@oxnard.org if you have any questions.

Sincerely,

Joe Pearson II
Planning & Environmental Services Manager

cc: Ashley Golden, Assistant City Manager (via email)
Jeff Pengilley, Assistant Community Development Director (via email)
Tai Chau, Supervising Civil Engineer (via email)
Kenneth Rozell, Chief Assistant City Attorney (via email)
Joel Kirschenstein, Sage Realty Group (via email)

Resolution No. 14,946

Measure L

Exhibit B:

CITY OF OXNARD MEASURE
AN INITIATIVE MEASURE TO EXTEND THE EFFECTIVE DATE OF THE SAVE OPEN SPACE AND AGRICULTURAL RESOURCES OXNARD CITY URBAN RESTRICTION BOUNDARY LINE FROM DECEMBER 31, 2020 TO DECEMBER 31, 2050
FULL TEXT OF ORDINANCE

Section 1. Title.
This ordinance shall be known as the Oxnard Save Open Space and Agricultural Resources (SOAR) Ordinance and shall be uncodified.

Section 2. Purpose and Findings.

*A. Purpose.* The purpose of this ordinance is to establish and adopt for the City of Oxnard a City Urban Restriction Boundary (CURB) line, and to redesignate "Agricultural Planning Reserve" to "Agriculture" with the following objectives:

1. To encourage efficient growth patterns and protect the City of Oxnard's quality of life by concentrating future development largely within existing developed areas, or, in some cases, directly adjacent to them, consistent with the availability of infrastructure and services;
2. To promote on lands outside the CURB ongoing agricultural and other natural resource and open space uses as defined in Government Code section 65560(b), such as preservation of natural resources, public and private outdoor recreation, uses that foster public health and safety, and productive investment for farming enterprises;
3. To manage the City's growth in a manner that fosters and protects the "small town" character of Oxnard while encouraging appropriate economic development in accordance with the City's unique local conditions;
4. To allow the City to continue to meet its reasonable housing needs for all economic segments of the population, especially low and moderate income households, by directing the development of housing into areas where services and infrastructure are more efficiently available; and
5. To promote stability in long term planning for the City by establishing a cornerstone policy within the General Plan designating the geographic limits of long term urban development and allowing sufficient flexibility within those limits to respond to the City's changing needs over time.

*B. Findings.*

1. The protection of existing agricultural, open space, watershed and water percolation lands surrounding the City of Oxnard and within its Planning Area (as defined by Chapter III, Section A 6)) is of critical importance to present and future residents of the City of Oxnard. Agriculture has been and remains a major contributor to the economy of the City of Oxnard and County of Ventura, creating

employment for many people, directly and indirectly, and generating substantial tax revenues for the City. Additionally, wetlands, dunes and riparian areas within the Oxnard Planning Area are of world class importance providing irreplaceable environmental resources and habitats.

2. In particular, the City of Oxnard and surrounding area, with its unique combination of soils, micro-climate and hydrology, has become one of the finest growing regions in the world. Agricultural production from the County of Ventura and in particular production from the soils and silt from the Santa Clara River, Calleguas Creek, Conejo Creek and Revolon/Beardsley Wash, and alluvial plains adjacent to the City provide beneficial food and fiber locally and world-wide, and have achieved international acclaim, enhancing the City's economy and reputation.

3. Continued urban encroachment into agricultural and watershed areas will impair agriculture and threaten the public health, safety and welfare by reducing beneficial production, causing increased traffic congestion, associated air pollution, and potentially serious water problems, such as pollution, depletion, and sedimentation of available water resources. Such urban encroachment would eventually result in both the unnecessary, expensive extension of public services and facilities and inevitable conflicts between urban and agricultural uses.

4. The unique character of the City of Oxnard and quality of life of City residents depend on the protection of a substantial amount of open space and agricultural lands. The protection of such lands not only ensures the continued viability of agriculture, but also protects the available water supply and contributes to flood control and the protection of wildlife, environmentally sensitive areas, and irreplaceable natural resources. As importantly, adopting a CURB around the City of Oxnard would promote the formation and continuation of a cohesive community by defining its boundaries and by helping to prevent urban sprawl. Such a CURB would promote efficient municipal services and facilities by confining urban development to defined development areas.

5. This initiative ensures that the agricultural and open space uses outside of the CURB are inviolable against transitory short-term political decisions and that agricultural, watershed and open space lands outside the CURB are not prematurely or unnecessarily converted to other non-agricultural or non-open space uses without public debate and a vote of the people. Accordingly, the initiative requires that until ~~December 31, 2020,~~ *December 31, 2050* the City of Oxnard may not allow the provision of urban services, or creation of urban uses, other than in certain limited circumstances and according to specific procedures set forth in the initiative, outside the CURB.

6. Although established in generally the same location as the Sphere of Influence line as it existed as of January 1, 1998, the CURB is not intended to and shall in no way inhibit the Local Agency Formation Commission from changing or altering the Sphere of Influence line in accordance with state law. The two lines, although coincidentally coterminous as of one point in time are independent one from the other in legal significance and purpose. While the Sphere of Influence line may be altered by the Local Agency Formation Commission in

1. The City Council may amend the CURB described herein if it deems it to be in the public interest, provided that the amended boundary is within the limits of the CURB.
2.The City Council, following at least one public hearing for presentations by an applicant and the public, and after compliance with the California Environmental Quality Act, may amend the CURB to comply with state law regarding the provision of housing for all economic segments of the community. For that purpose the City Council may amend the CURB as described herein *on Figure 3-2* ~~and as designated on Figure IV-4, Exhibit "A",~~ in order to include lands to be designated for residential uses, provided that no more than 20 acres of land may be brought within the CURB for this purpose in any calendar year. Such amendment may be adopted only if the City Council makes each of the following findings:

a) The land is immediately adjacent to existing compatibly developed areas and the applicant for the inclusion of land within the CURB has provided to the City evidence that the Fire Department, Police Department, Department of Public Works, the Community Services Department, applicable water and sewer districts, and the school districts with jurisdiction over such land have or will provide adequate capacity to accommodate the proposed development and provide it with adequate public services; and

b) That the proposed development will address the highest priority need identified in the analysis by which the City has determined it is not in compliance with state law, i.e., low and very low income housing; and

c) That there is no existing residentially designated land available within the CURB to accommodate the proposed development; and

d) That it is not reasonably feasible to accommodate the proposed development by redesignating land within the CURB.

3. The City Council, following at least one public hearing for presentations by an applicant and the public, and after compliance with the California Environmental Quality Act, may amend the CURB, if the City Council makes each of the following findings:

a) The land proposed for inclusion within the CURB is immediately adjacent to areas developed in a manner comparable to the proposed use;

b) Adequate public services and facilities are available and have the capacity and capability to accommodate the proposed use;

c) The proposed use will not have direct, indirect, or cumulative adverse significant impacts on the area's agricultural viability, habitat, scenic resources or watershed;

d) The proposed use will not adversely affect the stability of land use patterns in the area (i.e., the land affected will not introduce or facilitate a use that is incompatible with adjoining or nearby uses);

e) The land proposed for inclusion within the CURB has not been used for agricultural purposes in the immediately preceding two years and is unusable for agriculture due to its topography, drainage, flooding, adverse soil conditions, inaccessibility to appropriate water or other physical reason;

f) The land proposed for inclusion within the CURB does not exceed 40 acres for any one landowner in any calendar year, and one landowner's property may not similarly be removed from the restrictions contemplated by this *Section 3.4 of the Oxnard 2030* General Plan ~~amendment~~ more often than every other year. Landowners with any unity of interest are considered one landowner for purposes of this limitation; and

g) Including the land within the CURB will not result in more than 160 acres being added to the CURB in any calendar year.

4. The City Council, following at least one public hearing for presentations by an applicant and the public, and after compliance with the California Environmental Quality Act, may amend the CURB if the City Council makes each of the following findings:

a) Application of the provisions of subsections 1, 2, or 3 of these amendment procedures are unworkable as applied to a specific parcel and failure to amend the CURB would constitute an unconstitutional taking of a landowner's property for which compensation would be required; and

b) The amendment and associated land use designations will allow new land uses only to the minimum extent necessary to avoid an unconstitutional taking of the landowner's property.

5. The City Council, following at least one public hearing for presentations by an applicant and the public, and after compliance with the California Environmental Quality Act, may place any amendment to the CURB or the provisions of this ~~initiative~~ *Section 3.4* on the ballot in the manner provided by state law.

6. The City Council may amend the CURB to include land contemplated for construction of public potable water facilities, public schools, public parks or other government facilities, or to include any development project that has obtained as of the effective date of the initiative a vested right pursuant to state or local law, all uses exempted from the provisions of this *Section 3.4 of the Oxnard 2030* General Plan ~~Amendment~~, but only to the minimum amount of land reasonably necessary to accommodate said uses.

7. The City Council may reorganize, reorder, and renumber *General Plan* provisions, including the General Plan provisions of *the SOAR Ordinance*.

Section ~~8~~ 4. Severability.

This ordinance shall be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this ordinance is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The voters hereby declare that this measure, and each section, sub-section, sentence, clause, phrase, part, or portion thereof would have been adopted or passed even if one of more sections, sub-sections, sentences, clauses, phrases, parts, or portions are declared invalid or unconstitutional. If any provision of this ordinance is declared invalid as applied to any person or circumstance, such invalidity shall not affect any application of this ordinance that can be given effect without the invalid application. This ordinance shall be broadly construed in order to achieve the purposes stated in this ordinance. It is the intent of the voters that the provisions of this ordinance shall be interpreted by the City and others in a manner that facilitates the confinement of urban uses thereby protecting agricultural, open space and rural lands, and preventing urban sprawl.

Section ~~10~~ 5. Competing Measures.

This ordinance is inconsistent with and is intended as an alternative to any other ordinance or initiative on the same ballot that would establish a CURB in a different location than the CURB established by this ordinance or that would not establish a CBB or that would establish a CBB in a different location than the CBB established by this ordinance. If this ordinance and any such other ordinance or initiative are both passed by a majority voting thereon, the ordinance or initiative receiving the highest number of affirmative votes shall control, as provided in Elections Code section 9221.

| CITY OF OXNARD | BOARD OF SUPERVISORS | CITY OF CAMARILLO |
|---|---|---|
| RESOLUTION NO.8616 | RESOLUTION NO. 222 | RESOLUTION NO. 84-9 |

A JOINT RESOLUTION OF THE CITY COUNCILS OF THE CITY OF CAMARILLO AND THE CITY OF OXNARD AND THE COUNTY OF VENTURA ESTABLISHING A GREENBELT BETWEEN AND NORTH AND SOUTH OF THE TWO CITIES

WHEREAS, a greenbelt can be defined as an area consisting of prime agricultural or other open space land, as defined in Section 35046 and 65560 of the Government Code, which is preserved in agricultural or other open space uses; and

WHEREAS, the City Councils of the City of Camarillo and the City of Oxnard and the Board of Supervisors of the County of Ventura encourage the preservation of open space and agricultural uses wherever possible; and

WHEREAS, the area lying generally northeast, east, and southeast of the City of Oxnard and northwest, west, and south of the City of Camarillo is difficult for either of the cities or the County to service with sewers, water, police, fire and other municipal services, and is now devoted to agricultural pursuits; and this open space assists in providing community identity, definition and character in keeping with the objective of controlling urban sprawl; and

WHEREAS, all the community and regional plans designate the area for agricultural and open space uses, and the area is excluded from all city spheres of influence; and

WHEREAS the City Councils of the Cities of Camarillo and Oxnard and the Board of Supervisors of the County of Ventura hereby find that the lands in this area are worthy of retention in agricultural and other open space uses for the overall best interests of the cities, the County, and the State.

NOW, THEREFORE, BE IT RESOLVED, that the Camarillo City Council, the Oxnard City Council, and the Ventura County Board of Supervisors hereby establish this greenbelt for and agree to a policy of non-annexation, non-development and retention of open space uses for the territory between the Cities of Camarillo and Oxnard as shown on the map attached as Exhibit 2 of this resolution.

| CITY OF OXNARD | BOARD OF SUPERVISORS | CITY OF CAMARILLO |
|---|---|---|
| RESOLUTION NO.8616 | RESOLUTION NO. 222 | RESOLUTION NO. 84-9 |

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WHEREAS the City Councils of the Cities of Camarillo and Oxnard and the Board of Supervisors of the County of Ventura hereby find that the lands in this area are worthy of retention in agricultural and other open space uses for the overall best interests of the cities, the County, and the State.

NOW, THEREFORE, BE IT RESOLVED, that the Camarillo City Council, the Oxnard City Council, and the Ventura County Board of Supervisors hereby establish this greenbelt for and agree to a policy of non-annexation, non-development and retention of open space uses for the territory between the Cities of Camarillo and Oxnard as shown on the map attached as Exhibit 2 of this resolution.

BE IT FURTHER RESOLVED that should incorporated land within the Del Norte area be detached from the City of Oxnard and become unincorporated land, that area shall be included in the greenbelt established by this resolution without further action by the parties hereto; and that should the boundaries of the Cities' Spheres of Influence be amended, the boundaries of this greenbelt may be amended; but should incorporated land be detached from the City of Camarillo, such land shall not be included in this greenbelt unless the City of Camarillo takes action to include it in the greenbelt.

BE IT FURTHER RESOLVED that the Local Agency Formation Commission is requested to endorse the greenbelt and to continue to act in a manner consistent with the preservation of the aforementioned lands for agricultural and other open space purposes.

The clerks are directed to send a certified copy of this resolution to the Local Agency Formation Commission.

PASSED AND ADOPTED this 7th day of February, 1984, by the City of Oxnard, and the 11th day of January, 1984, by the City of Camarillo.

Dorothy S. Maron, Mayor Pro Tem
City of Oxnard

F. B. Esty, Mayor
City of Camarillo

I HEREBY CERTIFY that the foregoing Resolution No. 8616 was approved by the City Council of the City of Oxnard at a regular meeting held on the 7th day of February, 1984, by the following vote:

AYES: COUNCILMEMBER MARON, JOHN, LOPEZ

NOES: NONE

ABSENT: COUNCILMEMBER KATO, TAKASUGI

Mabi Covarrubias, City Clerk
City of Oxnard

I HEREBY CERTIFY that the foregoing Resolution No. 84-9 was approved by the City Council of the City of Camarillo at a regular meeting held on the 11th day of January, 1984, by the following vote:

AYES: Councilmen: Morgan, Martin, Bowen, Bush; Mayor Esty

NOES: Councilmen: none

ABSENT: Councilmen: none

Marilyn J. Thiel, City Clerk
City of Camarillo, California

THE FOREGOING RESOLUTION was duly and regularly adopted by the Board of Supervisors of the County of Ventura, California on December 20, 1983.

Chairman, Board of Supervisors

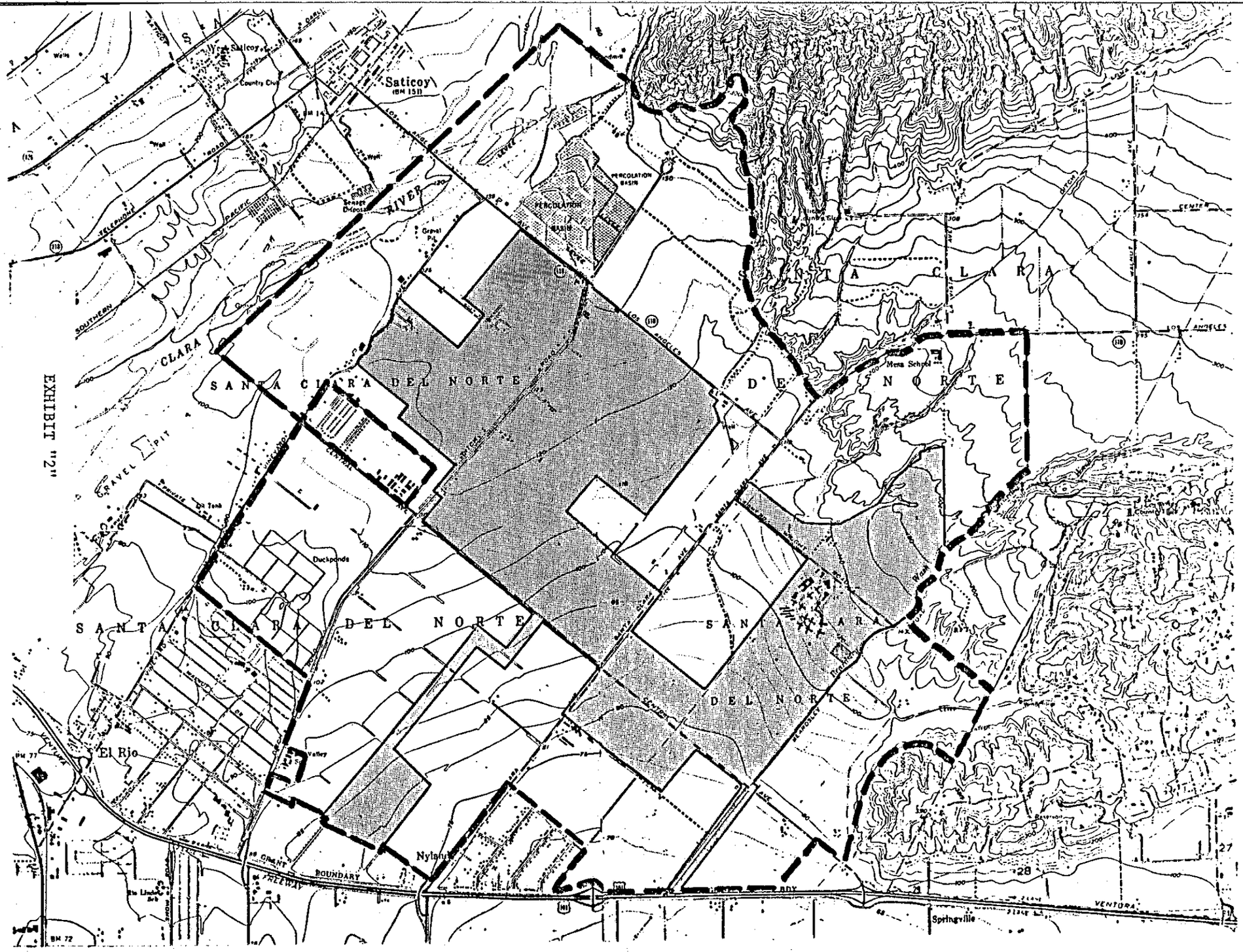
ATTEST:

RICHARD D. DEAN, County Clerk,
County of Ventura, State of
California and ex-officio
Clerk of the Board of
Supervisors thereof.

By
Deputy Clerk

COUNTY OF VENTURA CALIFORNIA

EXHIBIT "2"


Saticoy
(BM 151)
West Saticoy
Country Club
SOUTHERN
PACIFIC
TELEPHONE
ROAD
RIVER
CLARA
Sewage Disposal
Gravel Pit
PERCOLATION BASIN
PERCOLATION BASIN
SANTA CLARA DEL NORTE
SANTA CLARA DEL NORTE
SANTA CLARA DEL NORTE
SANTA CLARA DEL NORTE
GRAVEL PIT
Reservoir
Tank
Duckponds
Mesa School
Lookout
El Rio
Valley
Nyland
BOUNDARY
FREEWAY
Springville
VENTURA
LOS ANGELES
CENTER
BM 77
BM 72
28
27

CITY OF OXNARD
RESOLUTION NO. 9827

BOARD OF SUPERVISORS
RESOLUTION NO.

CITY OF CAMARILLO
RESOLUTION NO.

A JOINT RESOLUTION OF THE CITY COUNCILS OF THE CITY OF CAMARILLO AND THE CITY OF OXNARD AND THE COUNTY OF VENTURA AMENDING A GREENBELT BETWEEN AND NORTH AND SOUTH OF THE TWO CITIES.

WHEREAS, a greenbelt can be defined as an area consisting of prime agricultural or other open space land, as defined in Section 35046 and 65560 of the Government Code, which is preserved in agricultural or other open space uses; and

WHEREAS, the City Councils of the City of Camarillo and the City of Oxnard and the Board of Supervisors of the County of Ventura encourage the preservation of open space and agricultural uses wherever possible; and

WHEREAS, the area lying generally northeast, east, and southeast of the City of Oxnard and northwest, west, and south of the City of Camarillo is difficult for either of the cities or the County to service with sewers, water, police, fire, and other municipal services, and is now devoted to agricultural pursuits; and this open space assists in providing community identity, definition and character in keeping with the objective of controlling urban sprawl; and

WHEREAS, all the community and regional plans designate the area for agricultural and open space uses, and the area is excluded from all city spheres of influence; and

WHEREAS, on September 14, 1988, the Local Agency Formation Commission amended the Oxnard Sphere of Influence Line to include approximately three acres of land north of Via Del Norte Road, east of Santa Clara Avenue, which was in the greenbelt, subject to the amendment of the greenbelt between Oxnard, Camarillo, and the County of Ventura; and

WHEREAS, the additional area to be excluded from the greenbelt is considered a minor change to the greenbelt and development of the three acres shall be governed by the Rose/Santa Clara Corridor Specific Plan as adopted on July 15, 1986; and

WHEREAS, the amendment of the greenbelt to exclude the three acres as shown on Exhibit 1 of this resolution shall serve the overall best interests of the cities, the county, and the State; and

WHEREAS, the City Council has considered the certified final environmental impact report prepared for the project; and

WHEREAS, the City Councils of the cities of Camarillo and Oxnard and the Board of Supervisors of the County of Ventura hereby find that the lands within the greenbelt are worthy of retention in agricultural and other open space uses for the overall best interests of the cities, the County, and the State.

NOW, THEREFORE, BE IT RESOLVED, that the Camarillo City Council, the Oxnard City Council, and the Ventura County Board of Supervisors hereby amend this greenbelt for and agree to a policy of non-annexation, non-development and retention of open space uses for the territory between the Cities of Camarillo and Oxnard as shown on the map attached as Exhibit 2 of this resolution.

BE IT FURTHER RESOLVED that should incorporated land within the Del Norte area be detached from the City of Oxnard and become unincorporated land, that area shall be included in the greenbelt established by this resolution without further action by the parties hereto; and that should the boundaries of the Cities' Spheres of Influence be amended, the boundaries of this greenbelt may be amended; but should incorporated land be detached from the City of Camarillo, such land shall not be included in this greenbelt unless the City of Camarillo takes action to include it in the greenbelt.

BE IT FURTHER RESOLVED that the Local Agency Formation Commission is requested to endorse the greenbelt and to continue to act in a manner consistent with the preservation of the aforementioned lands for agricultural and other open space purposes.

The clerks are directed to send a certified copy of this resolution to the Local Agency Formation Commission.

PASSED AND ADOPTED this 21st day of November, 1989, by the City of Oxnard, and the day of , by the City of Camarillo.

City of Oxnard

City of Camarillo

I HEREBY CERTIFY that the foregoing Resolution No.9827 was approved by the City Council of the City of Oxnard at a regular meeting held on the 21st day of November , by the following vote:

AYES: Furr, Johs, Lopez, Maron and Takasugi

NOES: None

ABSENT: None

Mabi Plisky

Mabi Plisky, City Clerk
City of Oxnard

I HEREBY CERTIFY that the foregoing Resolution No. was approved by the City Council of the Camarillo at a regular meeting held on the day of , by the following vote:

AYES:

NOES:

ABSENT:

City Clerk
City of Camarillo, California

THE FOREGOING RESOLUTION was duly and regularly adopted by the Board of Supervisors of the County of Ventura, California on

Chairman, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk,
County of Ventura, State of
California and ex-officio
Clerk of the Board of
Supervisors thereof.

By: _____
Deputy Clerk

# CAMARILLO / OXNARD / COUNTY OF VENTURA GREENBELT

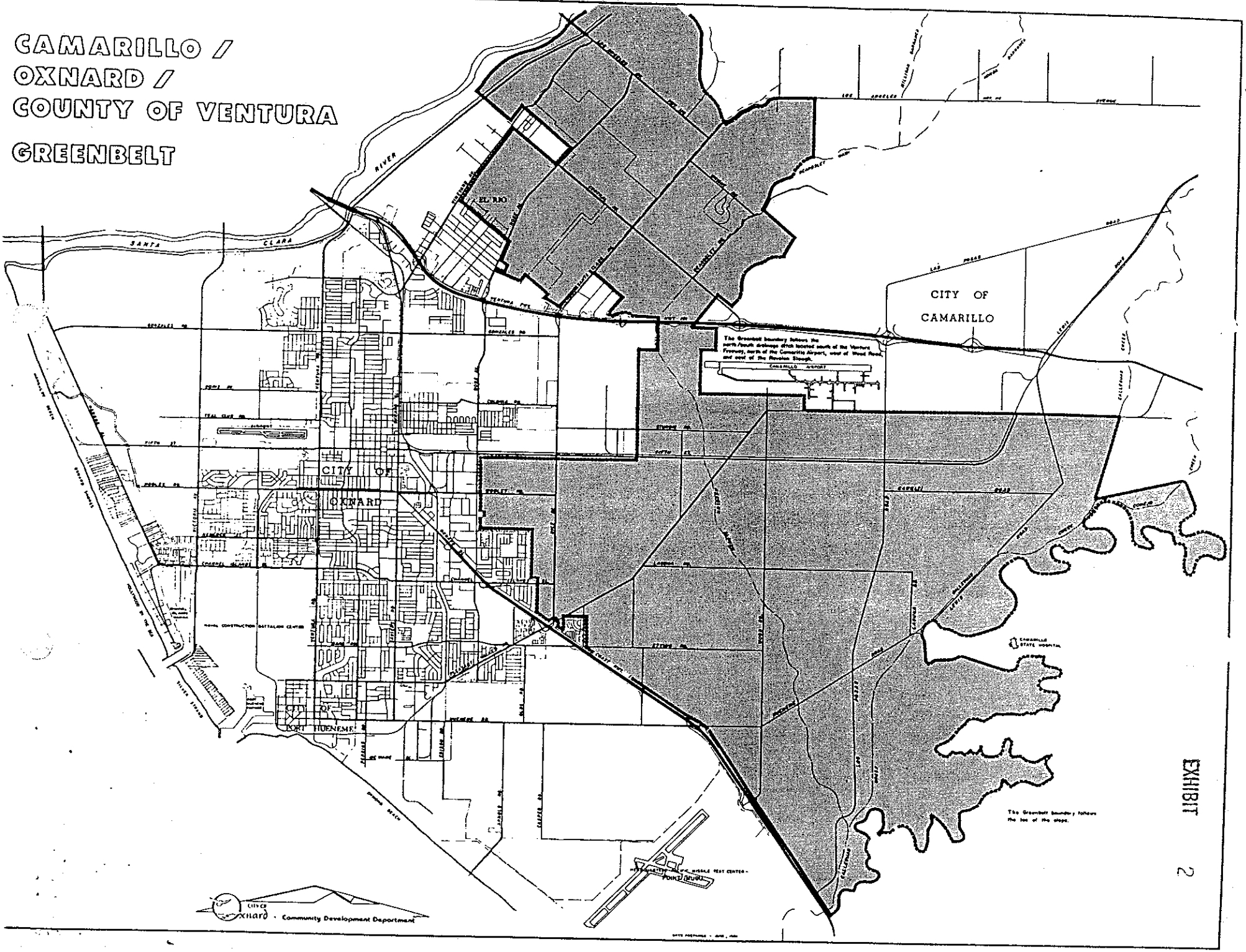



EXHIBIT 2

# Rio Del Valle Campus Expansion Master Plan
# Pre-Application 22-600-02
# 3100 North Rose Avenue

Joe Pearson II, AICP, Planning & Environmental Services Manager

Community Development Department

City Council
January 17, 2023

CITY OF OXNARD CALIFORNIA

# Pre-Application



- This is not a formal application.
- The pre-application process allows City Council members an opportunity to make individual comments concerning the future Rio Del Valle Campus Expansion Master Plan.
- No formal direction or decision making will take place until such time as a formal application has been filed.

# Project Description



- The proposed project includes the expansion of the RDV campus.
  - Existing campus - 20.2-acre main campus
  - Northern Expansion Area - 10 acres of active agricultural lands
  - Southern Expansion Area - 11.1 acres of active agricultural lands.
- Phase 1 - New bus storage and maintenance facility, Replacement and relocation of some of the existing recreational facilities and parking at existing campus, Utility improvements (18 months)
- Phase 2 - Improvements to the remaining eastern portion of the southern campus expansion area and the northern campus expansion area, including utility improvements.

# Project Description



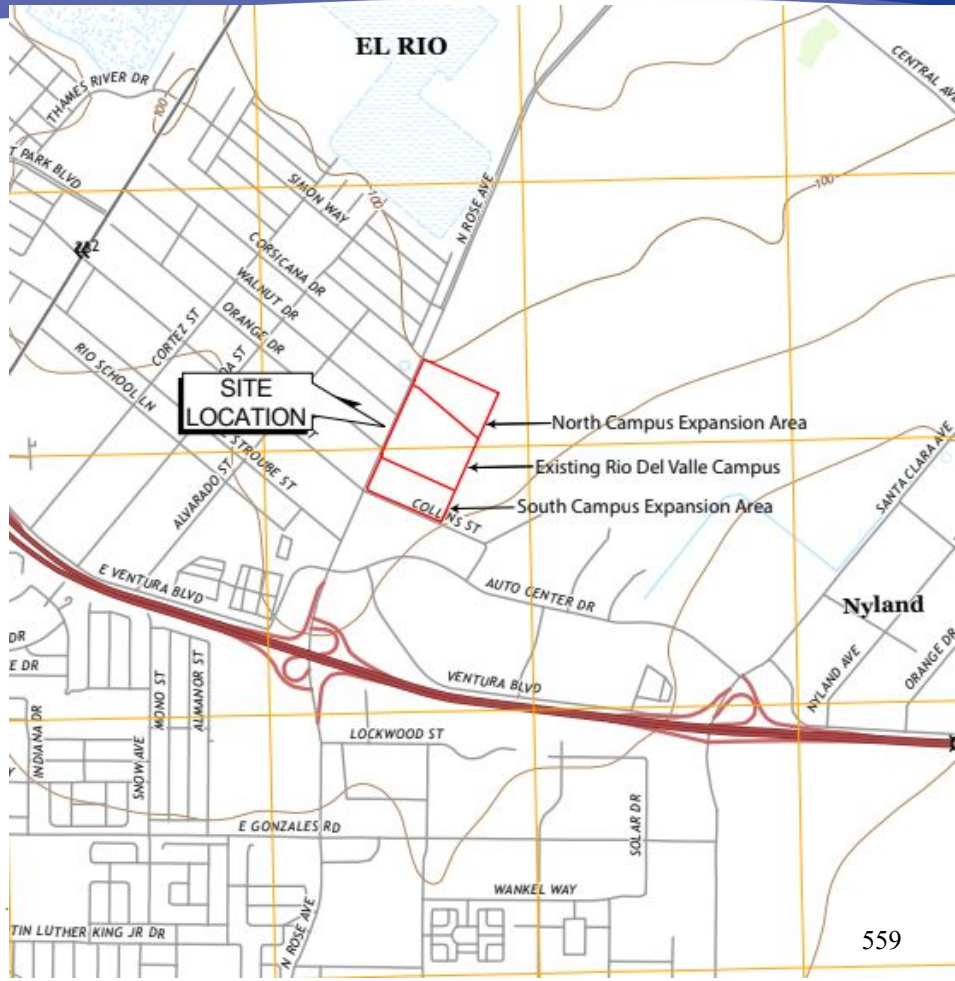
| | Existing Configuration | Proposed Configuration |
|---|---|---|
| Student Capacity | 1,116 | 1,366 |
| District Staffing | 70 | 95 |
| Total Classrooms | 39 | 49 |
| Permanent Square Footage | 81,024 | 115,482 |
| Portable Square Footage | 7,071 | 11,535 |
| Total Building Square Footage | 88,095 | 127,017 |
| Parking Spaces | 90 (84 standard and 6 accessible) | 379 (339 standard, 16 accessible, and 24 bus) |

# Project Location



**Subject Site:** 3100 North Rose Avenue

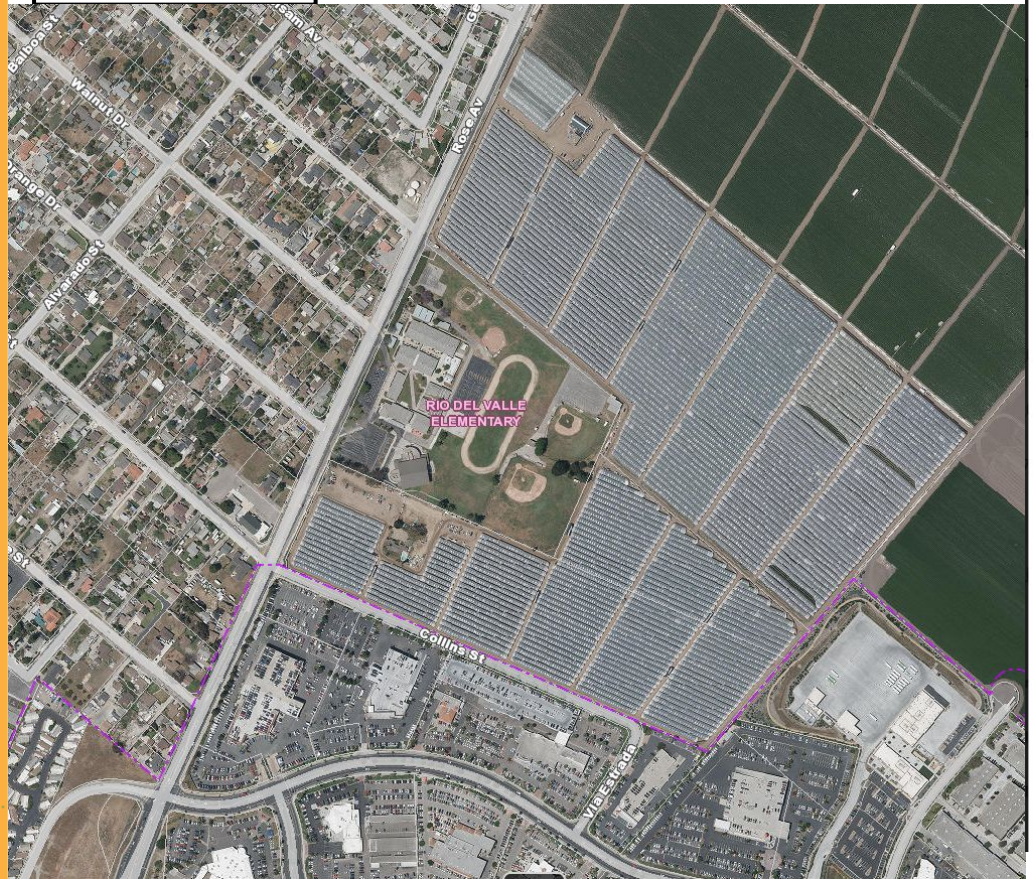
**Located within the County of Ventura**



# Project Location



## Aerial-View



# General Plan Map

# Site Plan



Rose Ave

N

# Background



- Late 2020 - City Staff learned of proposal.
- March 17, 2021 - RSD presented proposal to LAFCo.
- April 15, 2021 - RSD requested a General Plan Conformity Determination from Ventura County Planning Commission for purchase of northern expansion area.
- Late 2021 - RSD acquired northern expansion area.
- June 7, 2022 - RSD released Notice of Preparation for the Complete RDV Expansion Project.
- October 7, 2022 - RSD released Draft EIR for the Complete RDV Expansion Project.
- October 24, 2022 - RSD requested a General Plan Conformity Determination from Ventura County Planning Commission for purchase of southern expansion area.

# Issues for Consideration



Save Open Space and Agricultural Resources/Greenbelt Amendment

- The Northern and Southern expansion area are covered by the voter approved City of Oxnard Save Open Space and Agricultural Resources ordinance and Oxnard/Camarillo Greenbelt.

2030 General Plan Consistency

- The RSD is proposing to designate the Project site land use as School. However, the School designation would not allow for bus storage and maintenance facilities. Currently, the Oxnard City Code, only allows Bus Storage and Maintenance in the M-1 (Light Manufacturing Zone) and M-2 (Heavy Manufacturing Zone).

Environmental Considerations

- An Environmental Impact Report (EIR) will be required for processing of this development project. While the RSD has prepared an EIR, City Staff has numerous concerns regarding the adequacy of the Draft EIR.

# Issues for Consideration



Fiscal Impact

- Evaluation of the impact of the extension of City services onsite and offsite, due to the annexation request, through a fiscal analysis.

Water Resources

- Since the project proposes to be annexed into the City of Oxnard, the existing campus and the proposed expansion (including the proposed agricultural field) shall use City water.
- Per the Urban Water Management Plan (UWMP), the City plans a 45% reduction in groundwater pumping by 2040, meaning the City will need to secure other water resources in the future.

# Issues for Consideration



Public Infrastructure

- The project will be required to upgrade all sewer, water, and storm drain systems to ensure that all infrastructure has been designed to meet City capacity standards in compliance with all City Codes.
- Development of this area is not in the City sewer demand projections. New projects outside the planned service area must be analyzed to ensure capacity for treatment and operational requirements of the Oxnard Wastewater Treatment Plant (OWTP).
- The project will be required to transfer all on-site water allocation credits and comply with the City's water neutrality policy.

# Required City Approvals



- General Plan Amendment (to change the City Urban Restriction Boundary, SOAR land designation, Sphere of Influence, land use designation)
- Pre-zoning the property
- Oxnard-Camarillo Greenbelt Modification
- Tentative Tract Map and / or Lot Line Adjustment
- Special Use Permit for the School pursuant to the C-R zone requirements. Special Use Permit or Development Design Review Permit for the proposed District Transportation and Bus Parking facilities.

CITY OF

OXNARD

CALIFORNIA

JENSEN DESIGN & SURVEY, INC.

*Delivering Excellence through Experience*

1672 Donlon Street
Ventura, CA 93003
Phone: (805) 654-6977
www.jdscivil.com

RIO01.6207
December 15, 2022

Mr. Joe Pearson II, AICP
City of Oxnard
214 S. 'C' Street
Oxnard, CA 93030

**SUBJECT: PROPOSED GENERAL PLAN & ZONING DESIGNATIONS**
**RIO DEL VALLE CAMPUS EXPANSION MASTER PLAN**
**3100 Rose Avenue | APNs: 144-0-110-445, -225 (Portion), -590 (Portion)**

Dear Mr. Pearson,

On November 21, 2022, the City of Oxnard transmitted a letter to Rio School District titled "*City of Oxnard Comments on Draft Environmental Impact Report*", which contained the City of Oxnard's (City's) comments regarding the proposed Rio Del Valle Middle School Campus Expansion Plan (proposed project). Within this comment letter, the City raised concerns regarding Rio School District's (District's) proposed General Plan and Zoning designations for the proposed project. This letter is intended to 1) address these comments and 2) identify a pathway forward that is agreeable to both the City and District, and can be supported by the City's General Plan, Municipal Code, and past precedent.

The City comments in question are as follows:

> "Global Comment #1:
>
> The Draft EIR incorrectly includes the proposed district transportation and bus maintenance and parking facility, as part of the school, and assumes compliance with applicable General Plan and Zoning policies and regulations. The proposed District Transportation and Bus Maintenance and Parking facility is not a Public School and cannot be considered as part of the adjacent school, and therefore is not consistent with the proposed General Plan land use designation (School) or the proposed Zoning (C-R). Per the City of Oxnard 2030 General Plan, the School designation is for *"for campuses of the elementary and secondary public school districts that serve Oxnard."*. Also, the C-R zoning designation only allows for *"Public schools-elementary, junior high, high school and college.* " This does not allow for a District wide Transportation and Bus Maintenance and Parking facility. As a result, the conflicts, this would result in significant impacts, in multiple impact areas, including, but not limited to, Aesthetics, Agriculture, and Land Use Planning."" (November 21, 2022 Letter, Page 1)

The District offers the following for consideration by City staff:

Should the City of Oxnard continue to consider the proposed Transportation and Operations facilities as a separate entity from the broader public school proposed at the site, the District believes that the following General Plan and Zoning designations would permit both components of the proposed project, and would allow for the proposed project as currently designed to be found consistent with applicable City land use designations and policies. We wish to note for the record that the District does not agree with the assertation that the transportation and operations facility is separate from the school site (see our response to Global Comment #2 below), but present this proposal in the spirit of attaining mutually agreed upon Zoning and General Plan designations so that processing of the project can proceed through the City of Oxnard.

**Proposed General Plan Designation: Public/Semi-Public**

**Rationale:** The Oxnard General Plan describes the Public/Semi-Public Designation as follows:

> "Private, quasi-public, and public buildings and facilities owned by the City, County, State, Federal agencies, or other organizations that serve the general public such as a civic center, flood control channels, rail lines, community college, museum, performing arts center, community center, city yard, library, fire station, public school and /or district support facility, private and parochial school, cemetery, or hospital." (Oxnard General Plan, Land Use Designation Standards, Page 3-18)

Per the General Plan, the Public/Semi-Public Designation would permit both the proposed public school use (whole of the campus other than the Transportation and Operations facilities) and the proposed district support facility use (Transportation and Operations facilities).

**Proposed Zoning Designation: Community Reserve (C-R)**

**Rationale:** Oxnard Municipal Code Section 16-257(G) establishes that "Public schools-elementary, junior high, high school, and colleges" are a permitted use in the C-R zone with the approval of an SUP. Per the City's position to date, this would allow development of the proposed whole of the campus, with the exception of the Transportation and Operations facilities.

Further, Municipal Code Section 16-256(F) states that "Accessory buildings, including other uses customarily incidental to a permitted use" are also permitted in the C-R zone. Should the City continue to consider the proposed Transportation and Operations facilities are separate from the proposed public school, the District asserts that transportation and operations facilities and use, such as the one proposed, can be considered a "customarily incidental" use to the proposed public school. In fact, multiple precedents exist in within the City of Oxnard of transportation, operations, and maintenance facilities being co-located on public school sites within the C-R zone. Collectively, these facilities make a compelling case that transportation, operations, and maintenance facilities have been considered "customarily incidental" to public schools multiple times in the past by City staff.

On the following pages is an outline of transportation, operations, and or maintenance facilities that are either 1) co-located with school sites within the C-R zone or 2) located within C-R zones as standalone facilities. Please note, this list is not comprehensive and there may be additional instances of co-located transportation, operations, and or maintenance facilities with public schools.

***Example 1: Ocean View School District; Mar Vista Elementary and Ocean View Junior High. APNs: 232-0-010-01, -02; 2382 Etting Road & 4300 Olds Road***

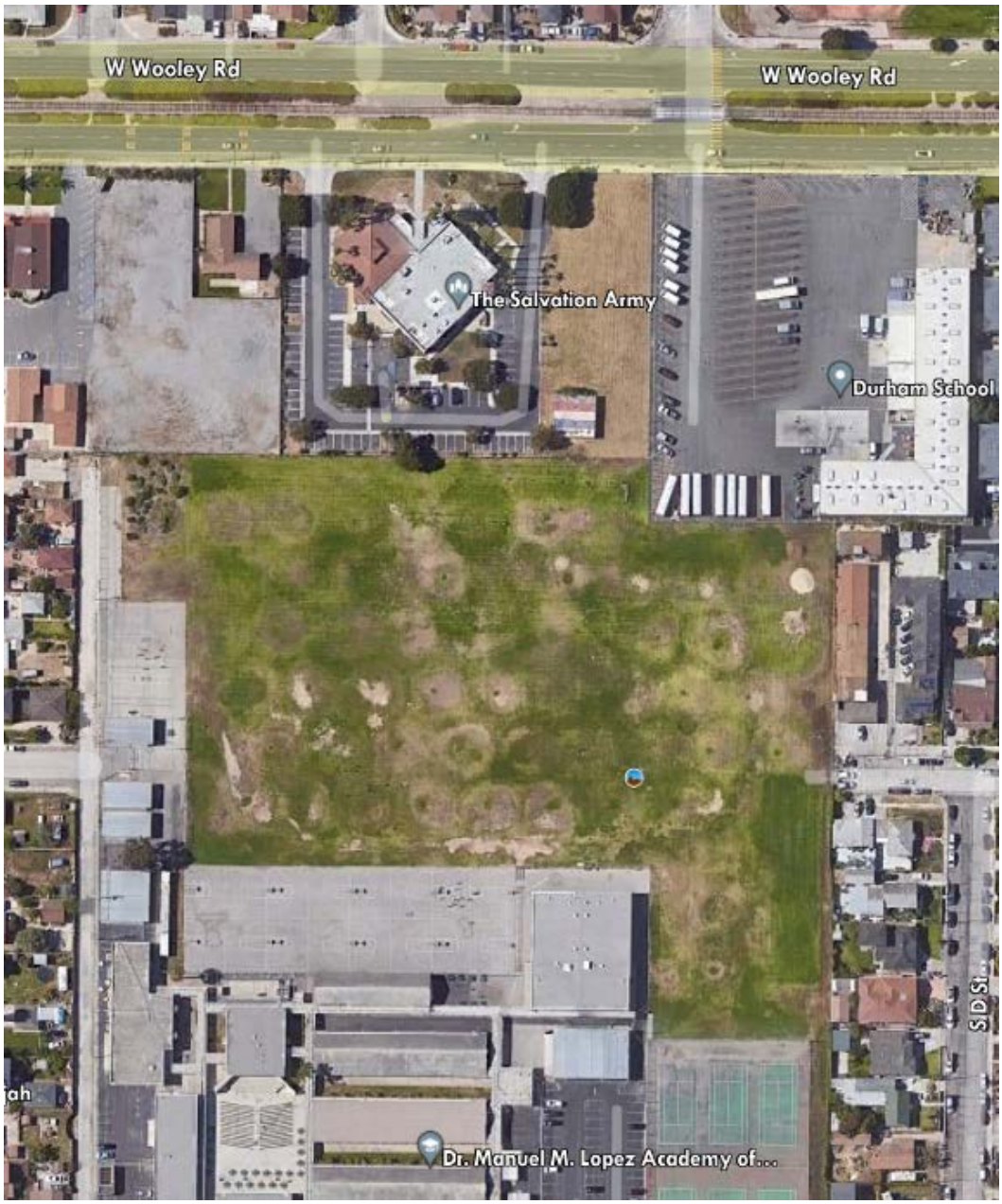
Zoning Designation: School (SCH)
General Plan Designation: Community Reserve (C-R)
Approx. Transportation/Operations Facility Area: 44,000 S.F.
Approx. Transportation/Operations Structure Area: 9,900 S.F.
Uses Present: Bus Storage, Vehicle Parking, Operations, Warehouses, Maintenance
Aerial Imagery:

***Example 2: Ventura County Community College District, Oxnard College.***
***APN: 224-0-012-24; 4000 S. Rose Avenue***

Zoning Designation: School (SCH)
General Plan Designation: Community Reserve (C-R)
Approx. Transportation/Operations Facility Area: 82,000 S.F.
Approx. Transportation/Operations Structure Area: 20,000 S.F.
Uses Present: District Vehicle Parking, Operations, Warehouses, Maintenance
Aerial Imagery:

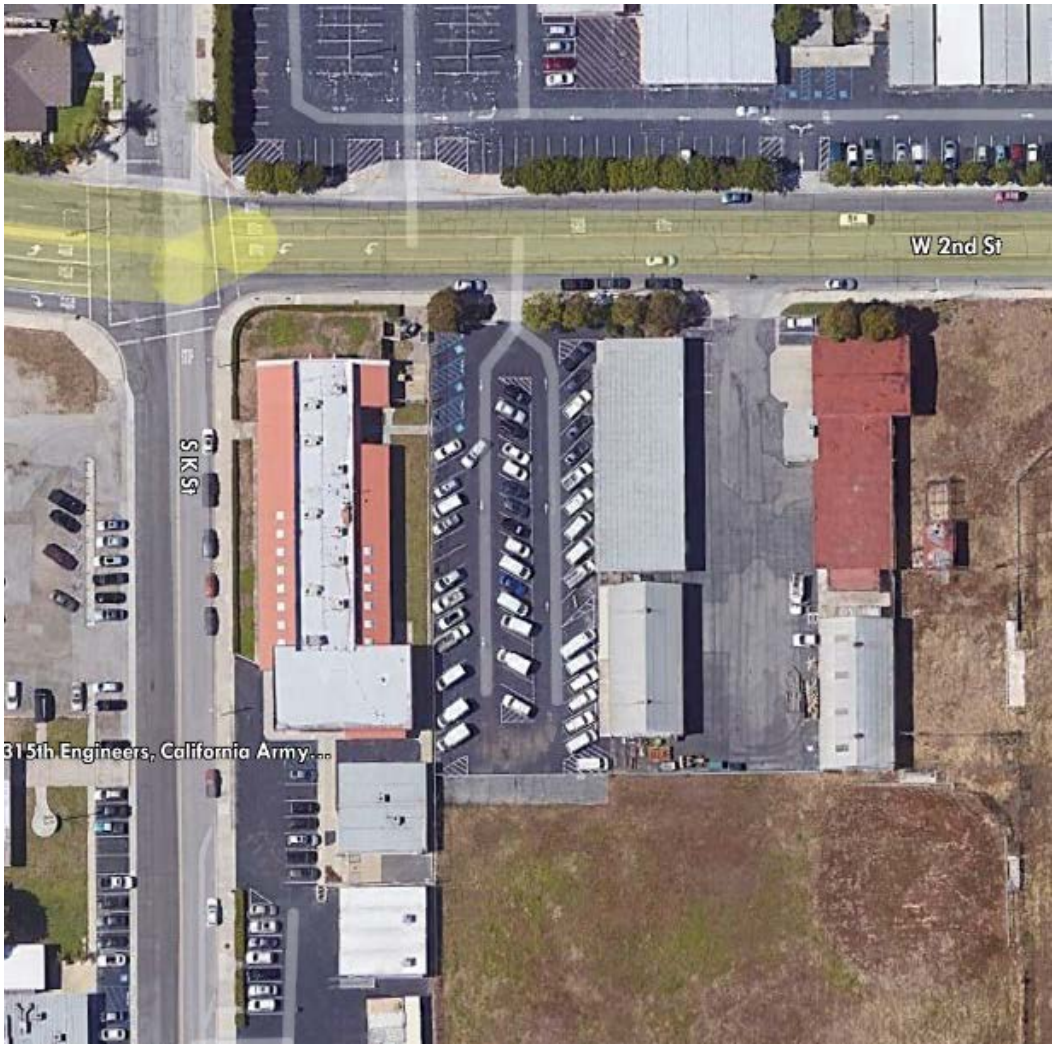
***Example 3: Oxnard Elementary School District, Lopez Academy & District Warehouse***
***APNs: 203-0-061-49, 203-0-050-32; 516 W. Wooley Road, 647 Hill Street***

Zoning Designation: School (SCH)/Residential Low (RL)
General Plan Designation: Community Reserve (C-R)/ Single Family (R1)
Approx. Transportation/Operations Facility Area: 100,000 S.F.
Approx. Transportation/Operations Structure Area: 17,000 S.F.
Uses Present: Bus Parking, District Vehicle Parking, Operations, Warehouses, and Maintenance.
Aerial Imagery:



***Example 4: Oxnard Union High School District, Maintenance & Vehicle Parking Facility***
***APNs: 202-0-010-74, West 2nd Street***

Zoning Designation: Park (PRK)
General Plan Designation: Community Reserve (C-R)
Approx. Transportation/Operations Facility Area: 60,000 S.F.
Approx. Transportation/Operations Structure Area: 18,000 S.F.
Uses Present: District Vehicle Parking, Operations, Warehouses, and Maintenance.
Aerial Imagery:




It is our hope that the potential precedents identified above will assist City staff with their research and aid in discussions of potential general plan and zoning designations for the Rio Del Valle campus expansion. The applicant believes that these examples illustrate a strong history and record of permitting transportation, operations, and maintenance facilities in the C-R zone.

"Global Comment #2:

The Draft EIR continues to indicate that it is the District's position that pursuant to Government Code Section 53094(b), it can overrule City of Oxnard zoning authority as it

> relates to the proposed district transportation and bus maintenance and parking facility. However, Section 53094(b) does not apply to the district's transportation and bus maintenance and parking facility. Therefore, the City of Oxnard has approval authority over the transportation facility. As, noted in Comment No. 1 above, the proposed zoning and land use designations do not permit the proposed transportation facility, and therefore the Project must be revised to request the appropriate general plan and zoning Designation." (November 21, 2022 Letter, Page 2)

The District offers the following for consideration by City staff:

The District understands, with respect to the new property to be acquired, that the District's proposed use is not in conformity with the existing General Plan and Zoning. Additionally, the District is not intending, at this time, to pursue an overruling of zoning, but rather is primarily focused on, and is in the process of submitting, a comprehensive development application with the City of Oxnard, in order to address the annexation of the Property into the City and the applicable General Plan and Zoning protocols, relative to the use of the property for government purposes.

While the District would disagree with assertions relative to its ability to overrule zoning pursuant to Government Code section 53094, that is not the course of the District at this time. The District does not dispute that Section 53094 does not allow the District to overrule zoning for purely non-classroom facilities, but it does permit the District to overrule zoning for facilities used for or related to student instruction. This project, as proposed, includes not only expanded classroom facilities, but also play fields and bus parking that are directly related to student instruction at the Rio del Valle campus. The play fields are used by the students for physical education and recess purposes, and the bus parking is used for buses that transport children to and from school, so that they may attend classes at the campus. A majority of the buses that will use the transportation component of the project are used to specifically transport students at Rio del Valle Middle School to and from the school, as well as for school athletic programs, field trips, special needs programs, and the newly proposed agricultural farm program.

The District would further note that the site will be primarily for bus parking, with only basic maintenance performed onsite, with any significant maintenance occurring onsite through contracted services. The maintenance modular will house maintenance facilities for the school site as a whole, not only buses.

It is also important to note that the District shifted its efforts to this site, as opposed to the 10-acres to the north of the existing Rio del Valle Middle School Site, based on recommendations of the City and Ventura County LAFCO. This site is situated at a location largely cut off from the other agricultural uses in the area, and is surrounded by school use to the north, and auto center facilities to the south.

Should you have any questions about this letter or need any additional information on any of the examples contained within, please do not hesitate to contact me at (805) 633-2215, or via email at tshelton@jdscivil.com.

Sincerely,
**JENSEN DESIGN & SURVEY, INC.**

Tanner Shelton, AICP
Senior Planner

**CC:** Jeff Hoskinson, Atkinson, Andelson, Loya, Ruud, & Romo
Joel Kirschenstein, Sage Realty Group
Wael Saleh, Rio School District

# RIO DEL VALLE MIDDLE SCHOOL

## Campus Expansion Master Plan

RIO SCHOOL DISTRICT

RIO DEL VALLE
UKNIGHTED

**January 17, 2022 City Council Pre Application Hearing**

# Presentation Outline

- Project Background & Context
  - Dr. Joel Kirschenstein
- Proposed Master Plan, Entitlements
  - Tanner Shelton, AICP
- District Trustees (Public Comment)
  - Pres. Eleanor Torres
  - Trustee Rosa Balderrama

# Pressures on Existing Campus

1) Enrollment at RDV expected to increase by approximately 250 students in the coming years.

2) Increased demand for use of District facilities (sports fields, gymnasium and multi-purpose spaces) at the site by the surrounding community.

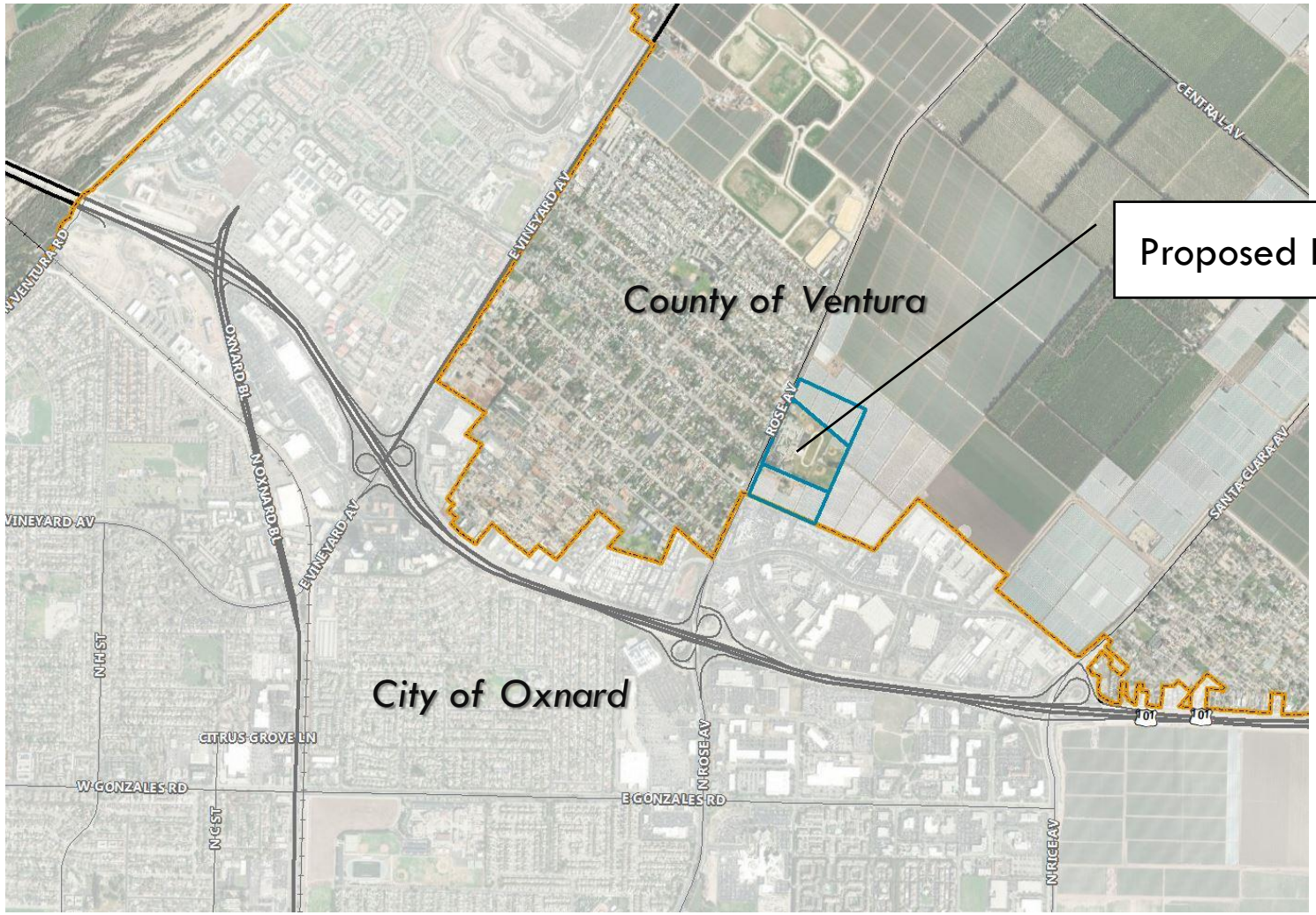
3) Plurality of bus routes in District head to and from RDV Campus, more than any other school.

4) Current circulation and parking configuration creates significant impacts to Rose Avenue during drop off and pick up time. This results in safety concerns for students, parents, and the general public.

# Project Context and Background

1) Only District campus with adjacent, vacant land available for expansion.
2) District became aware adjacent farmland was for sale, wanted to purchase southern parcel (11.3 ac). At the time, only northern parcel (10 ac) was for sale.
3) LAFCo, County, City indicated southern parcel was preferred for development.
4) District reapproached owner, who agreed to sell southern parcel as well.
5) Agricultural program in development by District found a home on the northern parcel.

# Project Location



# Project Rationale & Objectives

1) Address significant community health, safety, and welfare issues including congested traffic and parking conditions;
2) Streamline RSD student transportation to improve safety and reduce vehicle miles traveled (VMT) and mitigate existing on-Site and off-Site parking impacts;
3) Accommodate existing and projected future student enrollment within the RSD;
4) Locate school facilities within close proximity to students' residences;
5) Provide new facilities that meet the RSD's educational program specifications;
6) Consolidated facilities that reflect the need and efficient use of limited land resources; and
7) Ensure cost-effective use of State and local public resources funding sources.

# Proposed Master Plan

Northern Expansion

Existing Campus

Southern Expansion

JENSEN DESIGN & SURVEY, INC.

# Proposed Master Plan: North

1) Agricultural Learning Program

2) Exclusively Ag uses. Outdoor lecture area. No buildings proposed.

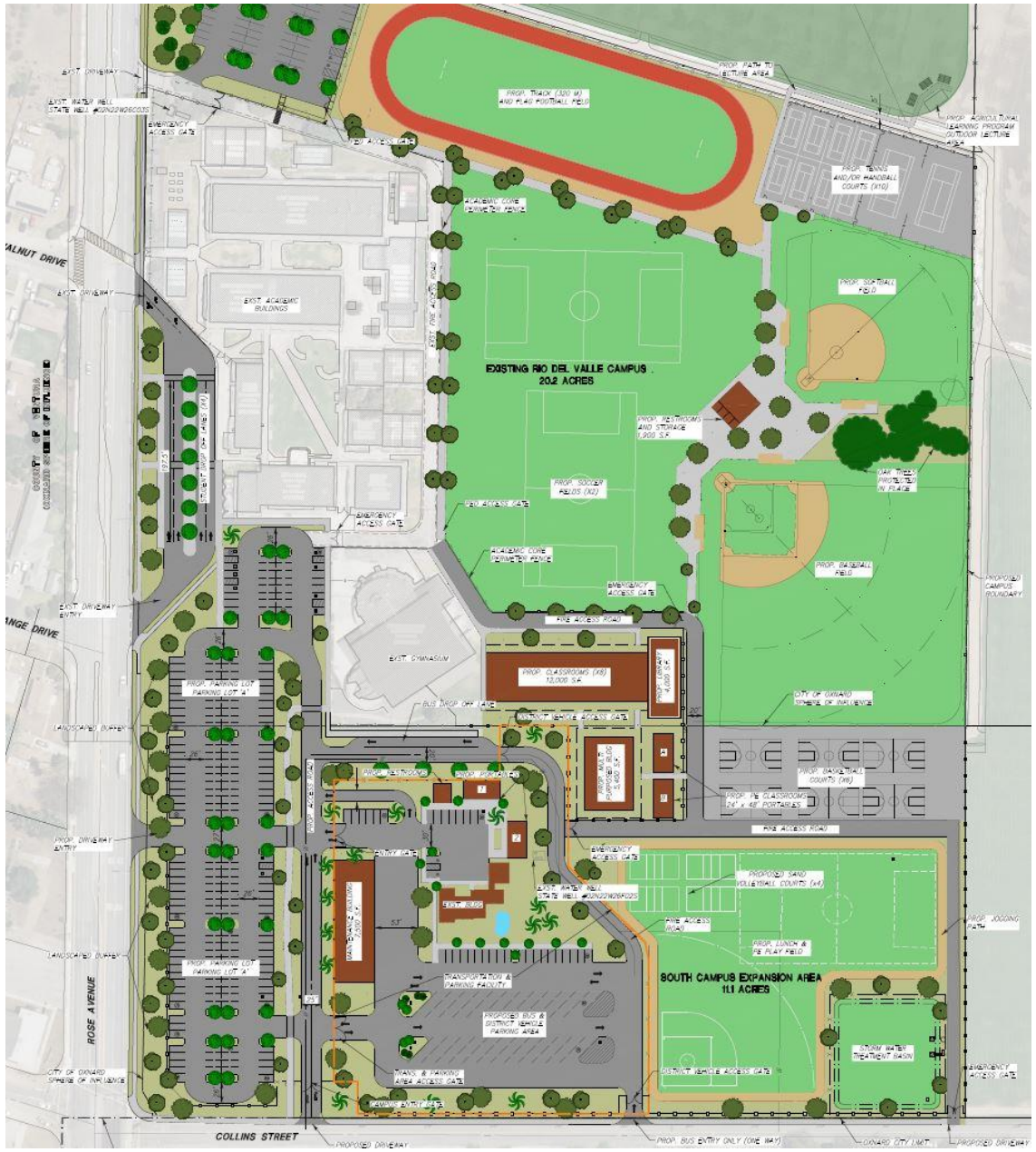
3) Hands on learning opportunity for all Rio School District students in partnership with local agricultural leaders.

4) Voluntary 10 year land use restriction to be placed on north parcel, during which agriculture is the only allowed use.

# Proposed Master Plan: Central/South

1) Academic & Instructional Buildings
   - 14,300 S.F. classrooms
   - 4,000 S.F. library,
   - 5,400 S.F. multi-purpose building

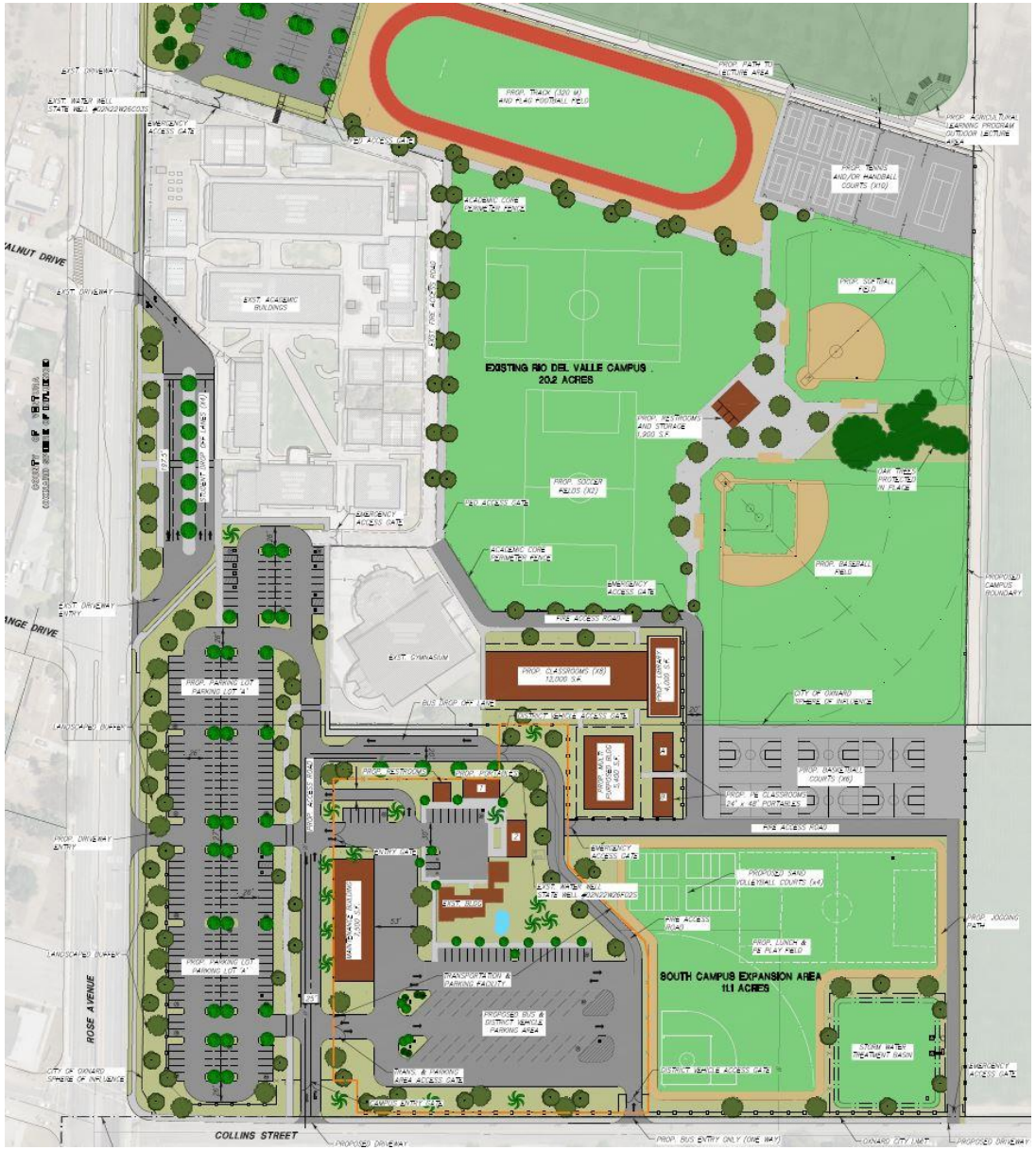
2) Athletic Facilities & Fields
   - Track/Jogging Path, 2-3 soccer fields, baseball field, softball field, 6 outdoor basketball courts, 10 tennis or handball courts, 4 volleyball courts, flag football field, and P.E. playfields.



# Proposed Master Plan: Central/South (Cont.)

1) Operations & Transportation
   - Dedicated Vehicle and Bus drop off zones
   - Two new general public parking lots
   - New bus/district vehicle parking lot
   - 10,200 S.F. of new operations buildings
   - Adaptive reuse of existing farmhouse

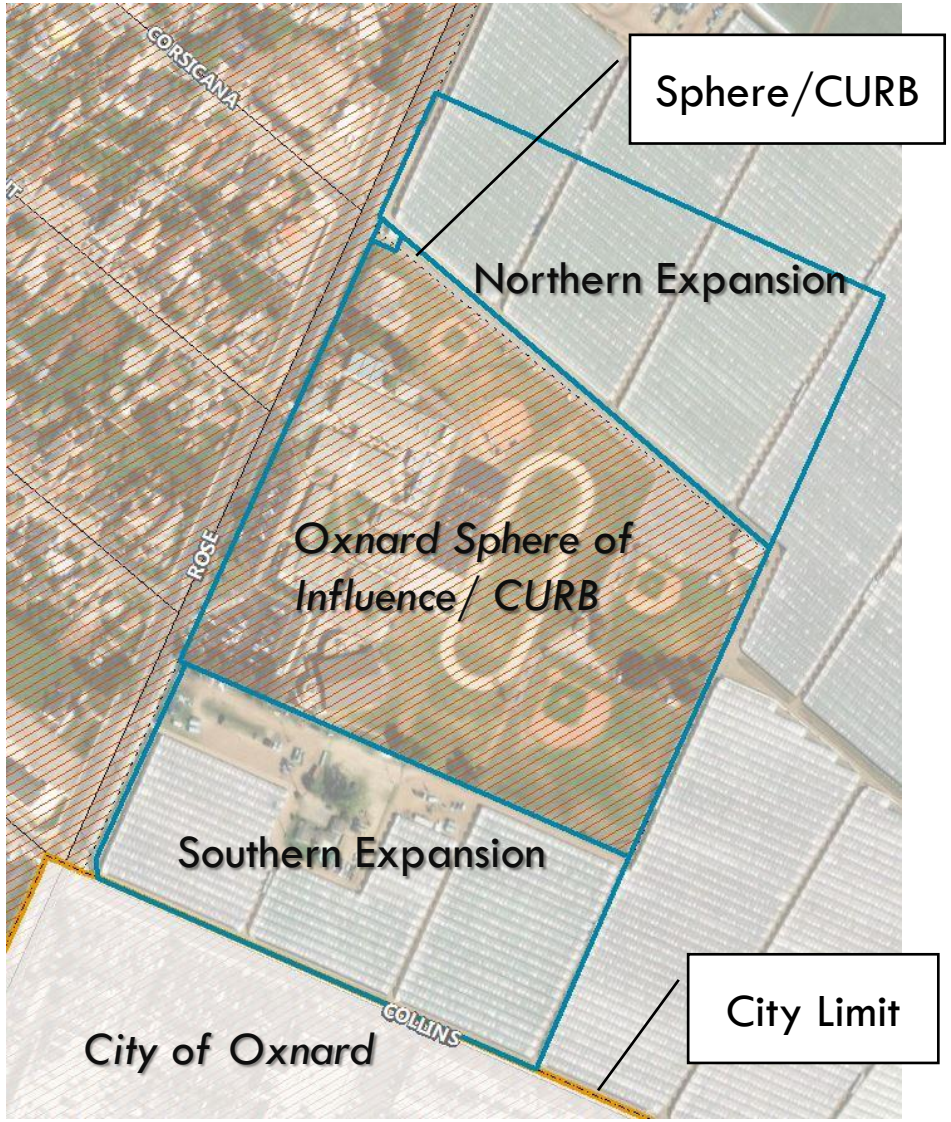
2) *Note:* Plurality of bus routes in District (approximately 40% of **all** District bus routes) serve Rio Del Valle.



# Current Regulatory Setting

1) Existing campus is currently located in the unincorporated ***County of Ventura***, but within the ***City of Oxnard's*** Sphere of Influence (SOI) and City Urban Restriction Boundary (CURB)

2) Two expansion parcels are located within the ***County of Ventura,*** and outside the City of Oxnard's SOI and CURB



# Why Annexation to the City?

1) To obtain consistency with LAFCO, City, and County policies regarding "urbanized development" to be located within incorporated Cities.
2) To obtain water & sewer service from City. While the existing campus (located in the SOI and CURB) currently obtains water and sewer service from the City, City staff and current City policy require annexation for additional and/or new service connections.
   - *Note: Project will bring groundwater rights into City to offset increased water usage (net-zero).*
3) To ensure one comprehensive campus within the same jurisdictional boundaries to the extent feasible, and to ensure student safety, in accordance with City, DSA and CDE guidance.
4) To ensure the continued educational success of Oxnard and El Rio students.

# Summary of Permitting Pathway

| AGENCY | PERMIT/APPROVAL |
|---|---|
| City of Oxnard | Annexation Request<br>General Plan Amendment/Pre-Zoning<br>Oxnard-Camarillo Greenbelt Modification<br>Use Permits/Plan Approvals (*as necessary*) |
| County of Ventura | Oxnard-Camarillo Greenbelt Modification |
| City of Camarillo | Oxnard-Camarillo Greenbelt Modification |
| Calleguas Municipal Water District (CWMD) | Annexation Request |
| Ventura LAFCo | Annexation to City of Oxnard<br>Annexation to Calleguas MWD<br>SOI and CURB Adjustments |
| CA Department of Education (CDE) | Construction Plans/Site Plan approval |
| CA Division of State Architect (DSA) | Construction Plans/Site Plan approval |
| CA Department of Toxic Substances Control (DTSC) | Prelim Environmental Site Assessment (PEA),<br>Supplemental Site Investigation (SSI) for southern exp. |

# SOAR and Greenbelt Agreements

1) City of Oxnard SOAR Ordinance Section 3, Subsection 6 provides the City Council the discretion to exempt "roadways, public water facilities, **public schools**, public parks, or **other government facilities**" from a Citywide vote of the people.
   - Rio School District respectfully requests that the City Council grant such an exemption, as a SOAR vote would result in additional cost burdens and delays.

2) Property is in the Camarillo-Oxnard Greenbelt Agreement, which will require a vote of City of Oxnard, City of Camarillo, and County of Ventura to modify.

# Consistency with City Goals and Policies

1) Proposed project is consistent with proposed requested City General Plan designation (**Public/Semi-Public**) and Zoning designation (**Community Reserve**).

2) Precedent exists for such facilities, with **approximately 3 transportation, operations and or maintenance facilities being co-located on public school sites located the C-R zone Citywide.**

3) Proposed project will support planned population growth within District boundaries, provide joint community use in an economically disadvantaged area, improve public safety and mitigate existing traffic issues on Rose Ave.

# Community & Agency Outreach Summary

- General Public: DEIR Workshops/Meetings
- Cities of Oxnard, Camarillo
- County of Ventura (Multiple Departments)
- El Rio/Del Norte Municipal Advisory Council
- California DSA, DTSC, CDE
- Ventura LAFCo
- Utility Purveyors
- ***Continued engagement with the General Public is planned***

# Conclusion

- The District appreciates your consideration of this school site expansion ***Pre Application*** request, and welcomes City Council feedback and questions

- District Staff & Project Team Available for Questions:
  - Dr. John Puglisi, Superintendent
  - Jeff Hoskinson, Atkinson, Andelson, Loya, Ruud, & Romo
  - Dr. Joel Kirschenstein, Sage Realty Group
  - Randy Westhaus, Tetra Tech
  - Tanner Shelton, Jensen Design & Survey, Inc.

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.5**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Determination of Future Uses of Sports Park & College Park. (60 minutes)

## RECOMMENDATION

1. That the City Council, based on the Parks and Recreation Master Plan and outcomes of Sports Park Idea Day, designate the future use at Sports Park to be a baseball/softball complex and designate the future use at College Park to be a soccer complex.

2. That the City Council find that its action is not subject to the California Environmental Quality Act pursuant to California Code of Regulations, Title 14, Chapter 3, section 15060(c)(2).

(Community Services, Public Safety, Housing and Development Committee voted 2-1 to move this item forward for Council discussion without a recommendation.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/fk11lUjEqwQ

## BACKGROUND

## EXECUTIVE SUMMARY

Using the Parks and Recreation Master Plan as the guiding information, which was also supported by the Sports Park Idea Day feedback, staff recommends that City Council align with the Parks and Recreation Master Plan's identified recommendations and determine the future use of Sports Park to "...incorporate baseball/softball fields…to provide players with functional, consolidated playing facilities" (Attachment #1) and the future use of College Park to "...be developed to accommodate enough soccer fields for the sports community, as well as passive and economic-generating programming" (Attachment #2).

Public participation was a key component of the Master Plan development, which included 29 public meetings and events over a two year process; these outreach methods included four (4) total community workshop sessions, eight (8) workshop-in-a-box events, six (6) two-day focus groups, presentations at five (5) Parks, Recreation and Community Services Commission a public participation survey with over 700 responses, and six (6) advisory committee meetings composed of community stakeholders focused on engaging the community and reviewing content.

As identified through robust community outreach in the Master Plan process, the City's Parks and Recreation system will benefit from the addition of soccer, baseball and softball fields for its residents and community at large. This finding was further supported by the community input provided at Sports Park Idea Day held on April 30, 2022. The creation of a baseball/softball complex at Sports Park and a soccer complex at College Park, in alignment with the Parks and Recreation Master Plan recommendations, will address the growing demand that the baseball, softball and soccer communities currently face and provide much needed amenities in Oxnard. As a result of this two years long development process with 29 outreach efforts, there is not a recommendation specific to ice skating Master Plan

## BACKGROUND

### Parks and Recreation Master Plan

City Council adopted the Parks and Recreation Master Plan (Master Plan) on February 16, 2021. The Master Plan is to guide decision-making for the future development and management of parks, recreation facilities, beaches, and open space within the City of Oxnard. Developed over 24 months through a multi-pronged approach, the Master Plan collected feedback from a wide cross-section of the City to develop a guide grounded in the diverse interests of the local community. Members of the public had significant opportunities to participate in the process, including 29 community meetings and events held from July 2018 through October 2019:

a. Six (6) focus group sessions made up of selected individuals and experts in a particular field
b. Four (4) Community Workshop sessions to gather feedback from a larger group of residents held both in South Oxnard and Central Oxnard
c. Eight (8) Workshop-in-a-Box events to gather feedback from smaller groups outside of the community workshop events
d. Statistically valid randomized survey sent to 1,800 homes (164 responses)
e. Open participation survey available on the City's website (584 total responses, inclusive of 113 responses from the first community workshops and 166 responses from the workshop-in-a-box events)
f. Six (6) Advisory Committee meetings with key community stakeholders, including three (3) Parks, Recreation and Community Services Commissioners, focused on community engagement and reviewing content before it was released to a broader audience
g. Presentations to the Parks, Recreation and Community Services Commission five (5) times between June 2018 and October 2019

Members of the public were once again given the opportunity to provide input as the completed draft Master Plan was reviewed by the Parks, Recreation and Community Services Commission two (2) times in November and December 2020. It was then reviewed by the Community Services Commission on January 12, 2021 and finally approved and adopted by the City Council on February 16, 2021.

The Master Plan assessed all of the City's Parks physical amenities and Recreation programs, identified service gaps and needs, and developed goals, strategies, and recommendations to address those identified gaps and needs. One of the recommendations in the Master Plan is to create a place for baseball & softball at Sports Park (Attachment #1). The Sports Park Action Plan in the Master Plan (Attachment #3) states that Sports Park will help meet baseball and softball needs in the City, as well as provide passive, flexible programming space in the expansive outfields.

To address the soccer shortage in the City, the Master Plan recommended the development of soccer fields in the undeveloped space at College Park, primarily as practice fields (Attachment #4). Developing additional practice fields at College Park would help alleviate the burden on the rest of Oxnard's parks and also provide a space to host soccer tournaments. Currently, there are five soccer fields reserved for game use at College Park. The College Park Action Plan (Attachment #2) states that "...the City should provide the soccer community with a well-maintained, large outdoor complex to accommodate the needs of its leagues for practice."

The Master Plan document can be viewed at: https://www.oxnard.org/wp-content/uploads/2021/01/Oxnard-Parks-Rec-Master-Plan_1-27-2021_FINAL-hr-1.pdf

### Sports Park Idea Day

Staff received Council approval of American Rescue Plan Act (ARPA) dollars to conduct community outreach regarding the determination of future uses for Sports Park (approximately 20 Acres of undeveloped land). Important to note, the available land at Sports Park does not include Sports Park South, which is approximately four (4) acres of developed neighborhood park space located directly south of Sports Park in a Special District, LMD No. 39 (Promesa & Sueno).

Sports Park Idea Day was held on April 30, 2022 from 10:00 a.m. - 2:00 p.m. at Sports Park South. Local organizations and groups with an idea for the future use of Sports Park were invited to set up an exhibitor booth at the event and share

their ideas with residents. After robust outreach to solicit exhibitors, ten (10) organizations and groups participated in the day by sharing the following ideas: League/Club Soccer, YMCA, Baseball, BMX, Softball, Multi-use Sports Fields, Ice Rink/Ice Sports, Roller Sports, and Passive Park Uses. Additional outreach was conducted to promote the actual Sports Park Idea Day event.

A total of 164 attendees completed an on-site survey, which asked them to rank their top three uses of the park and allowed them to provide additional responses for other uses and amenities for Sports Park. The survey was limited to the day of the event. The survey results (Attachment #5) show the ranking of the top three uses for Sports Park based on resident feedback:

1. League/Club Soccer (150)
2. Baseball (94)
3. Softball (69)

Residents also provided input on other uses for Sports Park not represented at Sports Park Idea Day (Attachment #6). The top requested amenities for Sports Park included: parking (17), restrooms (12), pool (10), and snack bar (8).

The results of this survey are consistent with the Master Plan, which identified the need for additional soccer and baseball/softball fields in the City. Many of the top requested amenities are typical amenities that are included in sports complexes, including restrooms, snack bars, and parking. Residents will have access to a pool, and many other water activities, with the development of the South Oxnard Aquatics Center estimated to be completed in 2025.

**DISCUSSION**

The Master Plan developed an inventory of physical recreation amenities available in the City (Attachment #10). A total of 37 ball fields and eight (8) soccer fields were identified within this inventory.

**Ball Fields:**

The term "ball fields" in the Master Plan includes baseball fields, softball fields, and backstops located in neighborhood parks; all these ball fields are not necessarily programmed for game or league use.

- Total Ball Fields Identified Per the Master Plan: 37
- Total Ball Fields Owned by the City: 30
- Total Ball Fields Owned by Rio School District (located at Rio Vista/Rio Del Mar): 7
  *The City has access to use these fields through a joint-use agreement in place through 2060.*
- Backstops Located in Neighborhood Parks Not Programmed for Game or League Use: 10
- Fields Not Currently Programmed: 4
  *Field improvements and maintenance are required. There is not a timeline to complete these necessary improvements.*

***Total Currently Available Ball Fields for Game or League Use: 23***

**Soccer Fields:**

The soccer fields identified in the Master Plan do not include any multi-use spaces programmed for soccer.

- Total Soccer Fields Identified Per the Master Plan: 8
- Total Soccer Fields Created on Multi-Use Space Owned by the City: 6
- Total Soccer Fields on Multi-Use Space Owned by Rio School District (Rio Vista/Rio Del Mar): 4
  *The City has access to use these fields through a joint-use agreement in place through 2060. These fields are used for soccer when baseball and softball are out of season.*

***Total Currently Available Soccer Fields: 18***

The table below provides an inventory of baseball, softball and soccer fields available for City programming. Staff created an exhibit showing the location of these fields within the City (Attachment #7). Not included in the table below or in Attachment #7 are fields owned and programmed by the school districts, single backstops located in neighborhood parks not programmed for game or league use, and fields not currently programmed as they require field improvements and maintenance.

| Fields Available for City Programming | | | |
|---|---|---|---|
| Location | Baseball | Softball | Soccer |
| Beck Park | | 3 | |
| Carty Park | | 2 | |
| College Park | | | 5 |
| Colonia Park | 3 | | |
| Community Center West Park | | 2 | |
| Del Sol Park* | | | 2 |
| Durley Park | 4 | | |
| Eastwood Park | 2 | | |
| Rio Vista/Rio Del Mar** | 4 | 3 | 4 |
| River Ridge | | | 2 |
| Southwest Community Center Park*** | | | 5 |
| **Total** | **13** | **10** | **18** |

***Del Sol Park** has one official soccer field (stadium) and programs one additional soccer field in the multi-use area of the park.
****Rio Vista/Rio Del Mar** is owned by the Rio School District; however, the City has access to use these fields through a joint-use agreement in place through 2060. The existing baseball/softball fields can be used for soccer fields when baseball/softball is out of season.
*****Southwest Community Center Par**k is a multi-use field area programmed primarily for soccer.

**Baseball/Softball Complex at Sports Park**

Developing Sports Park to be primarily programmed with baseball and softball facilities, as recommended in the Master Plan, would provide functional, consolidated playing facilities. Locating baseball/softball at one location allows specialized maintenance equipment associated with this use to be consolidated. Combining the votes for softball and baseball from the Sports Park Idea Day survey results in the most votes at 163 votes. This is consistent with the Master Plan to create a baseball and softball complex at Sports Park.

With the L-shape of Sports Park, baseball/softball field shapes might not be the most effective fields to layout, but it is anticipated that the twenty (20) acres of land can accommodate up to five (5) baseball/softball fields and support facilities. The support facilities associated with the use could include parking, snack bar, restrooms, walking paths, sidewalks, and open space for passive, flexible programming when games are not being played. Many of these support facilities were among the top requested by residents in the Sports Park Idea Day survey results. Staff created a rough draft exhibit showing a potential layout for baseball/softball fields at Sports Park (Attachment #8). This layout, as well as others, would be explored in more detail should Council provide such direction.

**Soccer Complex at College Park**

One of the recommendations in the Master Plan is to address the high demand for, and shortage of, soccer fields. The Plan recommended six (6) strategies to address the soccer field shortage, one of which is consolidating soccer at College Park (Attachment #4). "Part of College Park's undeveloped 25 acres should be converted into an outdoor soccer complex. The goal is to consolidate soccer practice in one location...This should alleviate the burden on the rest of Oxnard's parks enough to support teams and even host tournaments." The recommendation of consolidating soccer at College Park is to both provide additional practice fields to support the needs of the soccer community while also relieving some of the burden of over-demand on the rest of Oxnard's parks that are currently being used for practice although they are not identified as such.

Taking into consideration the space being used for the South Oxnard Aquatics Center, staff created a rough draft exhibit showing a potential layout for additional soccer fields in the remaining open space at College Park (Attachment #9). The available space at College Park can accommodate up to five soccer fields, depending on the configuration.

Though the survey results for Sports Park Idea Day found great support for soccer fields at Sports Park, in alignment with the Master Plan, it is recommended that additional soccer fields be developed at College Park to address the high demand. This will provide the soccer community with much needed additional playing space.

**Parks, Recreation and Community Services Commission (PRCSC)**

On July 27, 2022, staff presented the Sports Park Community Feedback survey results to the Parks, Recreation and Community Services Commission at their regular meeting in Council Chambers. Commissioners, exhibitors from Sports Park Idea Day, Neighborhood Council Chairs, and those who expressed interest in the event or were contacted about the event received an email invitation to the meeting along with the published staff report. A pre-recorded presentation was published on the Commission agenda seven (7) days prior to the meeting, which can be viewed here: https://www.youtube.com/watch?v=MxPAiRgfOHU

At the Commission meeting, there were public comments received in support of the following uses for the future of Sports Park: Ice Skating Rink (8), BMX (1), AYSO/Soccer (1), and YMCA (1). Eight (8) public comments were received prior to the meeting in support of an Ice Skating Rink. Additional comments requested considerations for parking, restrooms, safety, maintenance, and the impact of neighborhoods in any future development. **There were no comments received from the four (4) Parks, Recreation and Community Services Commissioners present at the meeting on the future uses of Sports Park.** However, after this item concluded, and during Item H-2 "Ad Hoc Committees" on the agenda the PRCSC made a motion to develop a Sports Park Design Ad Hoc Committee. The City Attorney's Office later determined that this Ad Hoc Committee was not valid because the City Council had not provided any determination or direction for the property.

A recording of the meeting including public comments received can be viewed here: https://oxnardca.civicclerk.com/Web/Player.aspx?id=4703&key=-1&mod=-1&mk=-1&nov=0

**Community Outreach to West Village Neighborhood Council Meeting**

At the request of the Neighborhood Council chair, city staff provided a "Sports Park update" presentation to the West Village Neighborhood Council via Zoom on November 30, 2022. The presentation included information regarding the size of Sports Park, its Community Park classification, the Master Plan, Sports Park Idea Day, and staff's recommendation that was provided to the Council committee on October 25, 2022. There were ten (10) attendees at the meeting, inclusive of three (3) City staff members and three (3) Parks, Recreation and Community Services Commissioners.

At the meeting, the West Village Neighborhood Council Chair expressed a concern that the interests of the neighborhood were not included in the Master Plan or the recommendation to Council Committee. He expressed a desire for additional outreach to be conducted in the neighborhood and for the Sports Park design to provide more passive, varied opportunities for the West Village neighborhood. Parks, Recreation and Community Services Commissioners spoke in support of the Master Plan's efforts, but suggested the Sports Park Design be modified to allow less baseball fields and increased green/open space.

Community engagement for the Master Plan process was robust, as outlined earlier in this report. The 29 total community meetings and events provided an opportunity for members of the public, including the specific neighborhoods, to provide input into the development phase. Neighborhood Councils were kept informed of this process and were specifically contacted about the Master Plan public community workshops both in January and April 2019. There were nine (9) opportunities for members of the neighborhood to share their opinions at the Parks, Recreation and Community Services Commission, Community Services Committee, and City Council Meeting before the Master Plan was adopted.

The Sports Park Idea Day process also engaged the Neighborhood Councils. The Neighborhood Council chairs were informed of the event via email, asked to share the information, and invited to set up a booth if they wished to. The West Village Neighborhood Council was one of the ten exhibitors at the event. All exhibitors of the event have been invited to participate in the public meetings since the Sports Park Idea Day event, including the Parks, Recreation and Community Services Commission in July 2022, the Council Committee in October 2022, and the Council meeting in January 2023.

City staff encouraged attendees of this meeting to provide public comments and concerns at the City Council meeting and to share the information with other interested community members.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

American Rescue Plan Act (ARPA) funds in the amount of $1,500,000 were designated for the purpose of Sports Park Community Outreach, study, and design to develop Sports Park (Project M2204). There are many park Capital Improvement Projects and ARPA projects already funded and in process, so the timing of further study and design for Sports Park will need to be evaluated after the Council makes a determination of the use for Sports Park. There is no funding associated with the development of Sports Park or College Park at this time.

**COMMITTEE OUTCOME**

The Community Services, Public Safety, Housing & Development Committee voted to move this item forward to the City Council for discussion with no recommendation on October 25, 2022 with a 2 (Zaragoza, Madrigal) -1 (MacDonald) vote. The full discussion can be viewed here: https://youtu.be/KUwqXqa_Mpo

Committee Member comments addressed the following:

- Councilmember Madrigal: concerns about availability of funding for any use; introduced the idea of developing parks with turf that can be used by both baseball and soccer. Questioned where baseball fields could be located if not at the Sports Park location and expressed the need for Council to move in a direction and see what's best for the community as a whole.
- Mayor Zaragoza: Asked about the cost, space needed, and funding source of an ice rink; supports soccer fields at College Park to consolidate fields and compliment the Aquatics Center; would support additional community outreach if that was the direction of Council.
- Mayor Pro Tem MacDonald: discussed struggles to find a new home for an ice rink with commercial owners after Wagon Wheel development was approved; would love to see the ice skating community come back to serve this portion of Ventura County; Master Plan document states that Sports Park should have a diversity of fitness and sports activities; may also be a need for BMX in the community; there may be alternative locations for an ice rink that are worth exploring.

Public Comments received from the community included:

- Request for further outreach to be conducted in regards to community interest of the future use of Sports Park before Council decision, inclusive of back to the Parks, Recreation and Community Services Commission
- Request for an ice skating rink to be included in design options for the future Sports Park

- Support for baseball fields at Sports Park
- Support for soccer fields at College Park
- Request for a BMX Track to be incorporated into the design at College Park

*Prepared by: Samantha Shapiro, Project Manager*

**ATTACHMENTS**

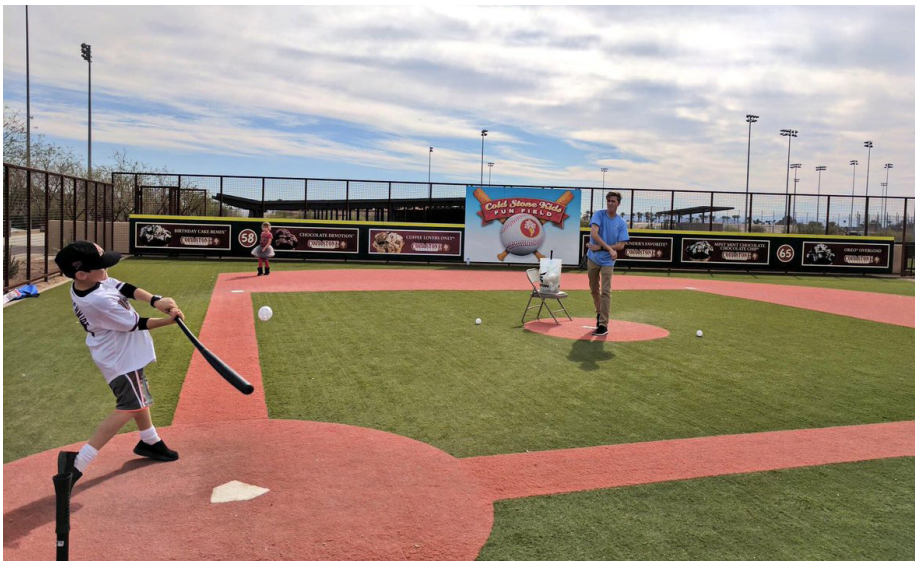
1. Parks and Recreation Master Plan - Create A Place for Baseball & Softball (p. 158)
2. Parks and Recreation Master Plan - Finish College Park Action Plan (p. 211)
3. Parks and Recreation Master Plan - Build Sports Park Action Plan (p. 214)
4. Parks and Recreation Master Plan - Address the Soccer Shortage (p. 156)
5. Sports Park Idea Day Survey Results (Question 1) - April 2022
6. Sports Park Idea Day Survey Results (Question 2) - April 2022
7. Map - Fields Available for Programming Under City's Control (September 2022)
8. Rough Draft - Baseball Softball Fields at Sports Park (August 2022)
9. Rough Draft - Soccer Fields at College Park (August 2022)
10. Parks and Recreation Master Plan - Inventory of Amenities (p. 35)
11. Determination of Future Uses of Sports Park & College Park - City Council Presentation

# Create A Place for Baseball & Softball

Baseball and softball teams in Oxnard have suffered from the poor condition of Durley Park. Issues such as safety, poor lighting, homelessness, and failing equipment/fields have prevented these sports from thriving. The City of Oxnard needs to provide baseball and softball leagues with maintained facilities at the very least. The consultant recommends the City prioritize improvements to Durley Park's baseball field and incorporate baseball/softball fields into the new design for Sports Park to provide players with functional, consolidated playing facilities.

**MAKE IMPROVEMENTS TO DURLEY PARK A PRIORITY**

Repairing the baseball facilities at Durley Park should be a priority. The fencing needs replacing, the field needs resurfacing, and the bleachers require repair. The City should also add appropriate lighting.




**BUILD A BASEBALL & SOFTBALL COMPLEX AT SPORTS PARK TO CONSOLIDATE FIELDS**

Develop Sports Park to be primarily programmed with baseball and softball facilities. Sports Park is located near existing baseball and softball leagues which helps consolidate resources.

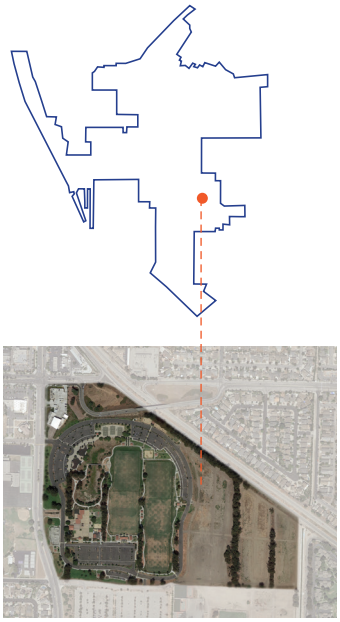
# Finish College Park

College Park is the heart of South Oxnard. It needs to unite the soccer community while providing nearby residents with the amenities they need.

The 35 undeveloped acres at College Park is an opportunity to provide residents in South Oxnard with a world-class recreational facility. The park should be developed to accommodate enough soccer fields for the sports community, as well as passive and economic-generating programming. As South Oxnard is very diverse, College Park should incorporate what people in the community need most— walking paths, bike lanes, as well as spaces for nature, play, and celebrations.

The local community has played Pelota Mixteca on the vacant area of College Park for over ten years; it's important that the final design includes a space for this sport as well, if a court is not constructed at Campus Park. For soccer, the City should provide the soccer community with a well-maintained, large outdoor complex to accommodate the needs of its leagues for practice.

In an uncertain future, with unfunded programming, it would also be good to leave the option open for an aquatic center in south Oxnard, as deemed feasible.



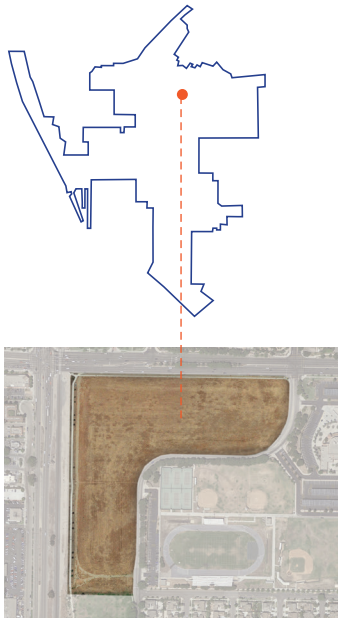
**RECOMMENDED PROGRAMMING**

- Soccer complex
- Multi-purpose fields
- Pelota Mixteca (if a Pelota Mixteca court is not constructed at Campus Park)
- Seasonal city wide events
- Inclusive playgrounds
- Walking trails
- Bio-retention technology
- Swimming pool, as funding is achieved

# Build Sports Park

Sports Park should be a space devoted to a diversity of sports and fitness. Sports Park can serve various popular sports in Oxnard, including basketball, volleyball, and tennis/pickle-ball courts. It should include opportunities for bike and running trails, as well as outdoor fitness.

Sports Park will help to meet baseball and softball needs in the City. When baseball is not being practiced, the expansive outfields can be used for picnicking and other passive, flexible programming. Lawn spaces can also be built with pedestrian paths that include informational signage, educating residents about health, nutrition and fitness.



**RECOMMENDED PROGRAMMING**

- Baseball/ Softball fields
- Basketball courts
- Passive lawn areas
- Inclusive playgrounds
- Walking trails
- Bio-retention technology

# Address the Soccer Shortage

There are approximately 250 youth soccer teams and 50-60 adult teams in Oxnard, but only eight official fields. The immense popularity of the sport combined with the shortage of playing fields has created tension between the soccer community and non-soccer playing residents. To ensure that soccer teams have adequate playing and practicing space while still allowing for multiple activities in parks and for the fields to be used for multiple other uses when soccer is not being played, the project team is proposing a variety of strategies.

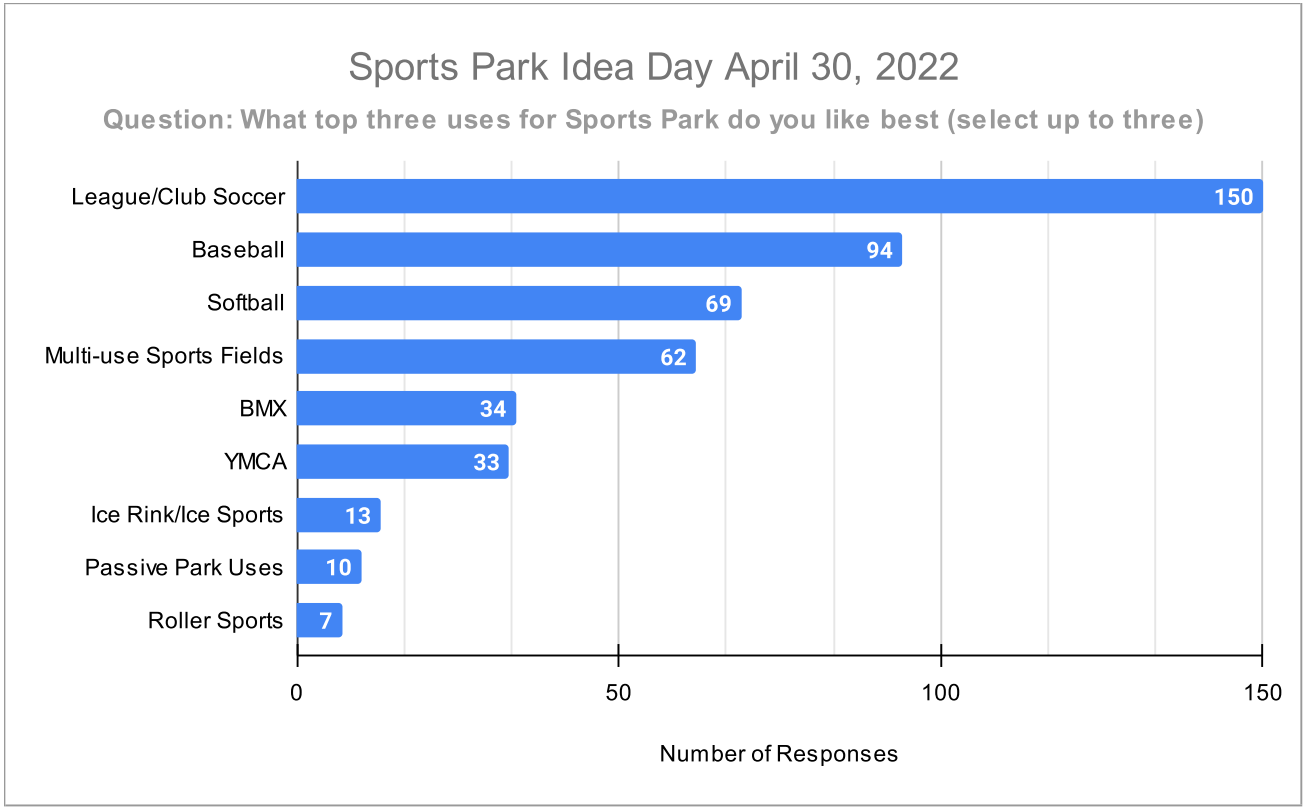
Soccer is the most popular sport in Oxnard. It also demands the most amount of resources. Considering various solutions for the soccer shortage will help accommodate everyone.

### CONSOLIDATE SOCCER AT COLLEGE PARK

Part of College Park's undeveloped 25 acres should be converted into an outdoor soccer complex. The goal is to consolidate soccer practice in one location, using fewer maintenance and staff resources. While the current fields at College Park are locked for game use only, much of the undeveloped acreage could be designed as practice fields for everyday use. This should alleviate the burden on the rest of Oxnard's parks enough to support teams and even host tournaments. Of course, Pelota Mixteca should still be able to use this space as well.

# Attachment #5






| Ranking Order of Top Three Selected Uses for Spork Park | |
|---|---|
| **Park Uses** | **Responses** |
| 1. League/Club Soccer | 150 |
| 2. Baseball | 94 |
| 3. Softball | 69 |

**Total Survey Responses: 164**
*Residents were asked to select up to three uses for Sports Park. Not all respondents selected three choices

10 organizations/groups were present sharing their ideas for the future use of Sports Park. The uses presented were included as options for the resident survey.

*Respondents were given the opportunity to suggest any other uses or amenities that they would like considered for the future use of Sports Park. 92 residents (of the 164 total responses) provided feedback in this question. Many of these suggestions are typical park amenities such as playgrounds, parking, lighting, and restrooms.*

*This summary reflects other uses suggested for Sports Park. Any responses to this question that were an option to select in Question 1 of the survey have been removed from this summary (e.g. soccer fields, ice skating, multiuse fields)*

| **Was there any idea *missing* from today's event that you want considered for the future use of Sports Park?** | **If this amenity is City-owned, how many are currently available?** | **Location(s) of amenity on City-owned property** | **Staff Notes** |
|---|---|---|---|
| Basketball courts | 37.5 | Beck, College, College Estates, Colonia, Community Center East, Crescent, Durley, East, Eastwood, Garden City Acres, Lathrop, Lemonwood, Neptune Square, Orchard, Pleasant Valley, Rio Lindo, Sea Air, Seaview, South West Community Park Ext, Southwinds, Thompson, Via Marina, Vineyards, West Village, Wilson, Windrow | Additional basketball courts exist at many schools both indoors and outdoors |
| Batting Cages | 1 | Durley | For Sunset Little League Use |
| Cheer | 0 | N/A | This can be programmed into a park |
| Community Room | 4 | Campus (Oxnard PAL), Colonia, Durley, South Oxnard Center | The community rooms at these locations are also Youth Centers |
| Dog Park | 3 | Campus, College, Windrow | |
| Football | 0 | N/A | Fields are located at High Schools (Pacifica, Oxnard, Rio Mesa, Channel Islands, and Hueneme) |
| Handball Courts | 0 | N/A | Handball courts were removed from Colonia Park years ago |
| Lighing & Solar Lighting | 624 | Beck, Cabrillo, Central, Children's, College Estates, College, Colonia, Community Center Park East, Community Center Park West, Connelly, Crescent, Del Sol, Durley, East, East Village, Eastwood, Garden City Acres, Johnson Creek, Lathrop, Lemonwood, Marina West, Orchard, Plaza, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, South Bank, Southwest Community Park Ext, Southwinds, Thompson, Via Marina, Village Green, Vineyards, Wilson, Windrow<br><br>**Sports Lighting:** Beck, College, Colonia, Community Center Park West, Del Sol, Durley | There are 553 area park lights and 71 sports lights. There is no solar lighting. |
| Multi-Use Trail (walk, run, bike) | 27 | Beck, Cabrillo, Central, College Estates, College Park, Community Center Park East, Community Center Park West, Connelly, Del Sol, Durley, East Village, Eastwood, Garden City Acres, Kohala, Lathrop, Lemonwood, Marina West, Orchard, Oxnard Beach, Pleasant Valley, Rio Lindo, Sea Air, South Bank, Southwest Community Park Ext, Southwinds, Via Marina, Vineyards | This is a typical amenity in community and regional parks |
| Parking Areas, including for RVs | 14 | Beck, College, Community Center Park East, Community Center Park West, Del Sol, Durley, Johnson Creek, Oxnard Beach, Plaza, Rio Lindo, Southwest Community Park, Wilson | This number includes parking lots only. Curb parking is available at most neighborhood parks. RV parking is not available in any parks. |
| Pickleball Courts | 1 | Oxnard Tennis Center | |

*Respondents were given the opportunity to suggest any other uses or amenities that they would like considered for the future use of Sports Park. 92 residents (of the 164 total responses) provided feedback in this question. Many of these suggestions are typical park amenities such as playgrounds, parking, lighting, and restrooms.*

*This summary reflects other uses suggested for Sports Park. Any responses to this question that were an option to select in Question 1 of the survey have been removed from this summary (e.g. soccer fields, ice skating, multiuse fields)*

| **Was there any idea *missing* from today's event that you want considered for the future use of Sports Park?** | **If this amenity is City-owned, how many are currently available?** | **Location(s) of amenity on City-owned property** | **Staff Notes** |
|---|---|---|---|
| Picnic Tables | 298 | Beck, Carty, College, College Estates, Colonia, Community Center East, Crescent, Del Sol, Dunkirk, Durley, East, East Village, Eastwood, Fremont, Garden City Acres, Johnson Creek, Lathrop, Lemonwood, Marina West, Orchard, Oxnard Beach, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, Southwinds, Thompson, Via Marina, Vineyards, Windrow, Wilson | This is a typical amenity in neighborhood, community, and regional parks |
| Playground | 47 | Beck, Carty, Children's, College Estates, College, Colonia, Community Center Park East, Community Center Park West, Crescent, Del Sol, Durley, East, East Village, Eastwood, Fremont Tot, Garden City Acres, Johnson Creek, Lathrop, Lemonwood, Marina West, Neptune Square, Orchard, Oxnard Beach, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, South Bank, Southwest Community Park Ext, Southwinds, Thompson, Via Marina, Vineyards, Wilson, Windrow | This is a typical amenity in neighborhood and community parks |
| Reservation Area (including enclosed) | 25 | Central, College, Crescent, Del Sol, East, Oxnard Beach, Rio Lindo, Vineyards, Windrow | Reservations are accepted online through Facilitron |
| Restrooms | 37 | Beck, Carty, College Estates (out of service), College Park, Colonia, Community Center Park East, Community Center Park West, Crescent, Del Sol, Durley (out of service), East, East Village, Eastwood, Garden City Acres, Johnson Creek, Lemonwood, Marina West, Orchard, Oxnard Beach, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, Southwest Community Park Ext, Southwinds, Thompson, Via Marina, Vineyards, Wilson, Windrow | This is a typical amenity in neighborhood, community, and regional parks |
| Senior Center | 2 | Colonia Senior Center, Wilson Senior Center | |
| Skate Park | 1 | College | Skate parks are planned for Campus Park and Durley Park |
| Snack bar | 8 | Carty, College, Colonia, Community Center West, Durley, Eastwood, Johnson Creek | This is a typical amenity in community and regional parks |
| Swimming Pool/Community Aquatic Center/Splash Pad/Water Park | 1 | Colonia (pool) | These amenities are planned for the South Oxnard Aquatics Center located at College Park |
| Swings | 29 | Beck, Carty, College Estates (out of service), College, Colonia, Community Center Park East, Community Center Park West, Crescent, Del Sol, Durley (out of service), East, East Village, Eastwood, Garden City Acres, Johnson Creek, Lemonwood, Marina West, Orchard, Oxnard Beach, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, Southwest Community Park Ext, Southwinds, Thompson, Via Marina, Vineyards, Wilson, Windrow | This is a typical amenity in neighborhood and community parks |
| Tennis | 11 | Community Center West, Lemonwood, Marina West, Orchard, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, Via Marina, Wilson | |

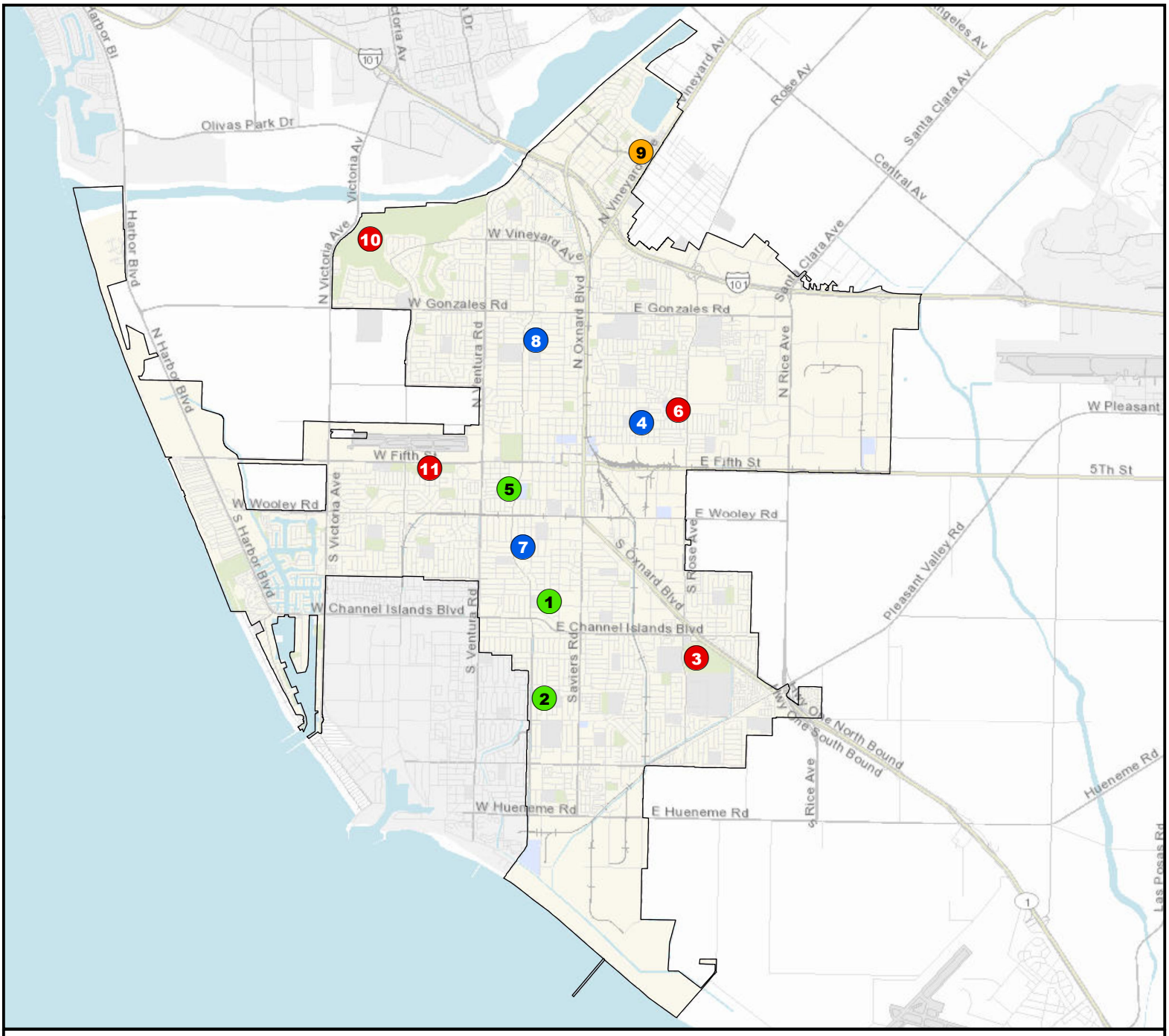
*Respondents were given the opportunity to suggest any other uses or amenities that they would like considered for the future use of Sports Park. 92 residents (of the 164 total responses) provided feedback in this question. Many of these suggestions are typical park amenities such as playgrounds, parking, lighting, and restrooms.*

*This summary reflects other uses suggested for Sports Park. Any responses to this question that were an option to select in Question 1 of the survey have been removed from this summary (e.g. soccer fields, ice skating, multiuse fields)*

| **Was there any idea *missing* from today's event that you want considered for the future use of Sports Park?** | **If this amenity is City-owned, how many are currently available?** | **Location(s) of amenity on City-owned property** | **Staff Notes** |
|---|---|---|---|
| Track & Field | 0 | N/A | Tracks are located at high schools (Pacifica, Oxnard, Rio Mesa, Channel Islands, and Hueneme) |
| Walking Trail | 10 | Connely, Del Sol, Lathrop, Lemonwood, Marina West, Rio Lindo, Sea Air, Southbank, Southwinds, Thompson | This is a typical amenity in community and regional parks (same as multi-use trail/path) |

# FIELDS AVAILABLE FOR CITY PROGRAMMING

Attachment #7




| | Fields Available for Programming | | | | |
|---|---|---|---|---|---|
| | Location | Baseball | Softball | Soccer | Notes |
| 1 | Beck Park | | 3 | | |
| 2 | Carty Park | | 2 | | |
| 3 | College Park | | | 5 | |
| 4 | Colonia Park | 3 | | | |
| 5 | Community Center Park West | | 2 | | |
| 6 | Del Sol Park* | | | 2 | |
| 7 | Durley Park | 4 | | | |
| 8 | Eastwood Park | 2 | | | |
| 9 | Rio Vista/Rio Del Mar** | 4 | 3 | 4 | |
| 10 | Riverridge | | | 2 | |
| 11 | Southwest Community Park*** | | | 5 | |
| | *Total:* | 13 | 10 | 18 | |

***Del Sol Park** has one official soccer field (stadium) and programs one additional soccer field in the multi-use field area of the park.
****Rio Vista/Rio Del Mar** is owned by the Rio School District, not the City; however, the City has access to use these fields through a joint-use agreement in place through 2060. The existing baseball/softball fields can be used for soccer fields whne baseball/softball is out of season.
*****Southwest Community Park** is a multi-use field area programmed primarily for soccer.

## Parks by Amenity

- Soccer
- Softball
- Baseball
- Soccer, Baseball & Softball

5,000 0 5,000 10,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

Created by:
City of Oxnard California
Geographic Information Systems Division
September 2022

N

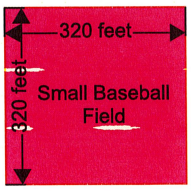
Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

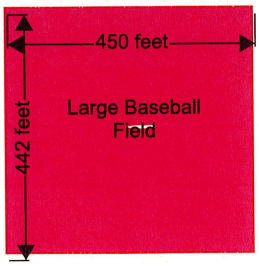
# BASEBALL/SOFTBALL FIELDS AT SPORTS PARK - ROUGH DRAFT
## AUGUST 2022

Attachment #8

8/1/2022, 9:50:30 AM

Parcels

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0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

City of Oxnard GIS
The City of Oxnard GIS Division

City of Oxnard

# SOCCER FIELDS AT COLLEGE PARK - ROUGH DRAFT
## AUGUST 2022

Google Maps College Park

Imagery ©2022 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2022 100 ft

# Recreation Comparison: Facilities Per 10K Residents

| Total Oxnard Facilities | Additional Facilities Needed per NRPA Standards | Oxnard | Ventura | Camarillo | Thousand Oaks | NRPA AVERAGE* |
|---|---|---|---|---|---|---|
| 48 | 9 | **2.31 | 1.9 | 4.0 | 3.4 | 2.7 |
| 8 | 16 | **.38 | .27 | 1.5 | 2.7 | .76 |
| 37 | - | 1.78 | 1.5 | 3.0 | 2.6 | .49 |
| - | 27 | **0 | 1.6 | .88 | .08 | 1.3 |
| 47 | - | 2.24 | .82 | .66 | 2.4 | 1.4 |
| 15 | - | .72 | .09 | 1.0 | 1.2 | .57 |
| 34 | - | 1.64 | 1.9 | 3.2 | 1.6 | .57 |
| 3 | **2 | .14 | .18 | .44 | .31 | .22 |
| 1 | 5 | .05 | AC | AC | .23 | .28 |

| Total Oxnard Facilities | Additional Facilities Needed per NRPA Standards | Oxnard | Ventura | Camarillo | Thousand Oaks | NRPA AVERAGE* |
|---|---|---|---|---|---|---|
| - | 4 | **0 | .09 | .15 | .16 | .18 |
| 3 | 4 | .14 | .18 | 0 | .08 | .33 |
| 1 | NA | .05 | .18 | 0 | 0 | N/A |
| 2 | 5 | .10 | CC | .15 | CC | .33 |
| 3 | 1 | .14 | .09 | .15 | CC | .18 |
| 4 | - | **.19 | 0 | 0 | .08 | .18 |
| 1 | 1 | **.05 | 0 | 0 | .08 | .09 |
| 37 | NA | 64% | 67% | 44% | 61% | NA |

AC = Pool in Aquatic Center
CC = In Community Center
** = Below NRPA Average

# Determination of Future Uses of Sports Park & College Park

City Council
January 17, 2023

Samantha Shapiro, Project Manager

CITY OF OXNARD CALIFORNIA

# PARKS AND RECREATION MASTER PLAN



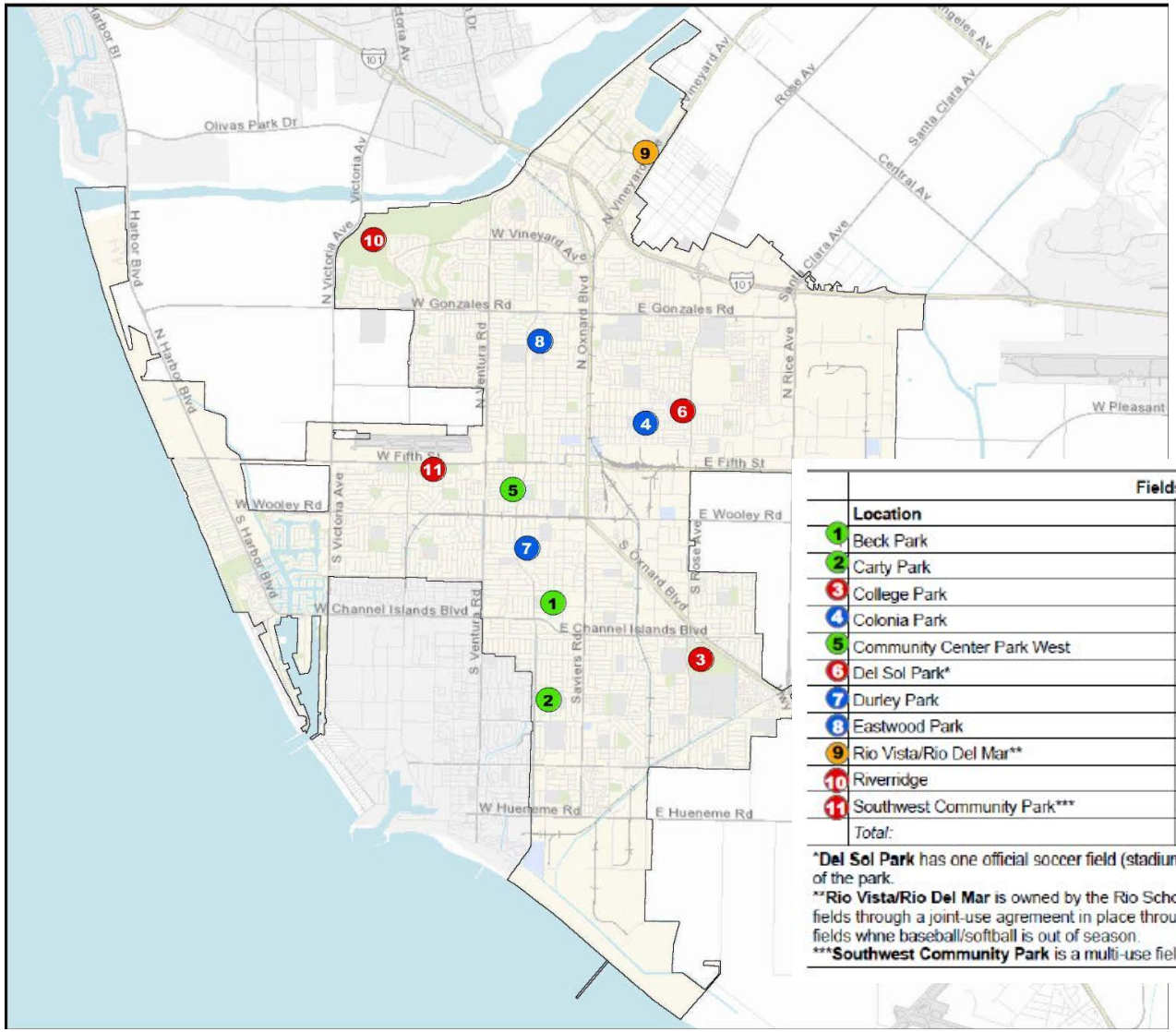
- Adopted by City Council on February 16, 2021
- Designed to guide decision-making for the future development and management of parks and recreation facilities for the City
- Developed over 24 months with significant opportunities for community input, including 29 community meetings and events in the development stage and four public meetings prior to adoption
- Assessed all of the City's Parks physical amenities and Recreation programs, identified service gaps and needs, and developed goals, strategies, and recommendations to address the identified gaps and needs
- Master Plan Recommendations:
  - **Sports Park:** build a baseball & softball complex
  - **College Park:** address the soccer shortage; consolidate soccer at College Park

# SPORTS PARK IDEA DAY - APRIL 30, 2022



- After robust outreach, ten (10) organizations and groups participated in the day representing nine (9) ideas for the future use of Sports Park.
- On-site survey was conducted and collected 164 responses.
- Top three uses for Sports Park based on the survey results:
  - League/Club Soccer (150)
  - Baseball (94)
  - Softball (69)

# FIELDS AVAILABLE FOR CITY PROGRAMMING




## Parks by Amenity

- Soccer
- Softball
- Baseball
- Soccer, Baseball & Softball

| | Fields Available for Programming | | | | |
|---|---|---|---|---|---|
| | Location | Baseball | Softball | Soccer | Notes |
| 1 | Beck Park | | 3 | | |
| 2 | Carty Park | | 2 | | |
| 3 | College Park | | | 5 | |
| 4 | Colonia Park | 3 | | | |
| 5 | Community Center Park West | | 2 | | |
| 6 | Del Sol Park* | | | 2 | |
| 7 | Durley Park | 4 | | | |
| 8 | Eastwood Park | 2 | | | |
| 9 | Rio Vista/Rio Del Mar** | 4 | 3 | 4 | |
| 10 | Riverridge | | | 2 | |
| 11 | Southwest Community Park*** | | | 5 | |
| | *Total:* | 13 | 10 | 18 | |

***Del Sol Park** has one official soccer field (stadium) and programs one additional soccer field in the multi-use field area of the park.
****Rio Vista/Rio Del Mar** is owned by the Rio School District, not the City; however, the City has access to use these fields through a joint-use agremeent in place through 2060. The existing baseball/softball fields can be used for soccer fields whne baseball/softball is out of season.
*****Southwest Community Park** is a multi-use field area programmed primarily for soccer.

# BASEBALL/SOFTBALL COMPLEX AT SPORTS PARK



- The Master Plan recommends building a baseball/softball complex at Sports Park.
- The Sports Park Idea Day survey results reflected a combined 163 votes in support of baseball and softball.
- Sports Park is expected to be able to accommodate up to five fields of various sizes.
  - This would allow for support facilities including parking, snack bar, and restrooms (top requested amenities in the survey.)

Draft Baseball/Softball Fields at Sports Park August 2022

# SOCCER COMPLEX AT COLLEGE PARK



- To address the high demand and shortage of soccer fields, one of the strategies identified in the Master Plan is to consolidate soccer at College Park.

- The remaining space at College Park is expected to be able to accommodate up to five soccer fields.

Draft Soccer Fields at College Park August 2022

# PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION PRESENTATION



- July 27, 2022 - Staff presented the feedback survey results to the Parks, Recreation and Community Services Commission.

Sports Park Idea Day (April 30, 2022)

- Public comments were received in support of the following uses:
  - Ice Skating Rink (8)
  - BMX (1)
  - AYSO/Soccer (1)
  - YMCA (1)
- No comments received from the four (4) Parks, Recreation and Community Services Commissioners present.

# COMMUNITY OUTREACH TO WEST VILLAGE NEIGHBORHOOD COUNCIL



- At the request of the West Village (WV) Neighborhood Council chair, City staff provided a “Sports Park update” presentation on November 30, 2022 via Zoom. There were 10 total attendees, inclusive of three (3) City staff members and three (3) PRCSC commissioners.
- WV chair raised concerns that neighborhood interests were not represented in the Master Plan or the Council recommendation
  - 29 community meetings for Master Plan, including specific outreach to Neighborhood Councils for community workshops
  - Sports Park Idea Day invitation to participate (WV Neighborhood had a booth)
  - Invitation to all Sports Park Idea Day exhibitors to participate in all public meetings on this topic (PRCSC in July, Committee in October, Council in January)
- WV chair requested more outreach to be conducted in the WV neighborhood and for the Sports Park design to provide more passive, varied opportunities. PRCSC members present suggested the Sports Park design be modified to allow less baseball fields and increased green/open space.

# FINANCIAL IMPACT



- American Rescue Plan Act (APRA) funds of $1,500,000.00 were designated for the purpose of Sports Park Community Outreach, study, and design to develop Sports Park (ARPA Project 22).
- There are many Parks Capital Improvement Projects and ARPA projects already funded and in process, so the timing of further study and design for Sports Park will need to be evaluated after the Council makes a determination of the use for Sports Park.
- There is no funding associated with the development of Sports Park or College Park at this time.

# COMMITTEE OUTCOME



- Presented to the Community Services, Public Safety, Housing & Development Committee on October 25, 2022
- Committee members voted 2 (Zaragoza, Madrigal) - 1 (MacDonald) to send this item for consideration to the full Council **with no recommendation**.
- Public comments received from the community included:
  - Request for more outreach regarding community interest
  - Request for an ice skating rink to be included in design for Sports Park
  - Request for the item to be sent back to the PRCSC for discussion
  - Support for baseball fields at Sports Park
  - Support for soccer fields at College Park
  - Request for a BMX track to be incorporated into the design at College Park

# RECOMMENDATION



1. That the City Council, based on the Parks and Recreation Master Plan and outcomes of Sports Park Idea Day, designate the future use at Sports Park to be a baseball/softball complex  and designate the future use at College Park be a soccer complex.
2. That the City Council find that its action is not subject to the California Environmental Quality Act pursuant to California Code of Regulations, Title 14, Chapter 3, section 15060(c)(2).

CITY OF
OXNARD
CALIFORNIA

END OF PRESENTATION

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.6**

**DATE:** January 17, 2023

**TO:** City Council

**FROM:** Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org

**SUBJECT:** Discuss General Fund Bonding/Debt Capacity and Long Range Planning Considerations. (20 minutes)

**RECOMMENDATION**

That the City Council receive and file a report from the Finance Department regarding General Fund bonding capacity and long-range planning considerations

(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/CbkjvsLVKA4

**BACKGROUND**

This report is meant to provide information and enable a discussion on the City's ability to meet its capital needs for infrastructure improvements and major projects over the next five-to-ten year planning period.

**BACKGROUND**

The City's capital needs are identified through the development of the Five Year Capital Improvements Program (CIP). The CIP development process is led by Public Works and involves assessing needs and making choices in relation to the City's ability to successfully complete a project and a reasonable forecast of future financial conditions in the City. A 5-Year Forecast developed by the Finance Department and included in each year's Adopted Budget Book is a forecasting model that provides staff the ability to test assumptions behind the projections for CIP, future reserve balances, and future debt capacity.

The City uses debt to pay for the large infrastructure and other major projects that are identified through the CIP process or are aligned to Council priorities. Utilizing long-term debt (bonds) is a standard practice for cities across the nation and achieves the City of Oxnard's goal of Intergenerational equity.

Intergenerational equity of public debt is a way to align the benefit our community derives from major projects and infrastructure with the costs. In order to pay for infrastructure, the City often issues bonds whose maturities are equivalent to (and in no cases longer than) the lifespan of the new asset or improvement. An example is that if the City builds a building expected to last 30 years before it needs to be rebuilt, it is appropriate to spread the cost over the next 30 years so that future taxpayers benefiting from that building contribute to it financially.

The City of Oxnard does not have unlimited ability to afford annual debt service payments for needed capital improvements, new infrastructure, and other major projects. Several factors contribute to the affordability of the bond payments resulting from new debt: competing priorities, inflation, rising salary/benefit costs, debt to total expenditures percentage, availability of collateral (City assets lenders accept as security for extending loans), and general condition of the City's budget. The combination of these affordability factors are frequently referred to as debt capacity.

Oxnard's debt management policy (Resolution 15,105, Section II) includes a 10% limit for principal and interest payments as a portion of total expenditures during any single year (debt to total expenditures percentage). The limit is a policy decision and can also be used for comparison against other cities. Most cities surveyed for this report had limits between 5% and 10%. There were a few cities with limits as high as 15% - a very high and not recommended limit. As the portion of the City's resources that are committed to fixed on-going debt payments increases, the City's flexibility to allocate General Fund revenues to ongoing operations or new initiatives is reduced.

## DISCUSSION

The FY 22-23 Budget adopted by Council on June 21, 2022 assumed bond issuance and corresponding debt services for the South Oxnard Aquatic Center, New Senior Center, Street/Alleyway Improvements, ERP Phases 3 and 4, and the rebuilding of five Fire stations. The assumptions included in the General Fund Five-Year Forecast are detailed in Table 1 below.

**TABLE 1**

| | | | | Estimated Annual Debt Service | | | | |
|---|---|---|---|---|---|---|---|---|
| Infrastructure/Project | Estimated Bond Amount | Assumed Bond Term | Interest Rate Assumed | 2022/23 | 2023/24 | 2024/25 | 2025/26 | 2026/27 |
| Street/Alleyways Improvements | 30,500,000 | 25 | 5.0% | 2,140,000 | 2,140,000 | 2,140,000 | 2,140,000 | 2,140,000 |
| ERP Phases III and IV | 9,000,000 | 15 | 5.0% | 855,000 | 855,000 | 855,000 | 855,000 | 855,000 |
| South Oxnard Aquatics Center | 30,000,000 | 30 | 4.0% | | 1,715,000 | 1,715,000 | 1,715,000 | 1,715,000 |
| New Senior Center | 15,000,000 | 25 | 4.0% | | 950,000 | 950,000 | 950,000 | 950,000 |
| Rebuild Fire Station 2 | 11,500,000 | 25 | 4.0% | | 730,000 | 730,000 | 730,000 | 730,000 |
| Rebuild Fire Station 3 | 11,500,000 | 25 | 4.0% | | 730,000 | 730,000 | 730,000 | 730,000 |
| Rebuild Fire Station 6 | 12,500,000 | 25 | 4.0% | | | 800,000 | 800,000 | 800,000 |
| Rebuild Fire Station 5 | 12,500,000 | 25 | 4.0% | | | | 800,000 | 800,000 |
| Rebuild Fire Station 4 | 19,500,000 | 25 | 4.0% | | | | | 1,225,000 |

The debt issuance assumptions for these projects bring City's annual debt service payments to $12.5 million total (including existing general fund debt) or 5.5% by FY2026-27.

**TABLE 2**

| General Fund Projections at June 2022 | Unaudited Actuals | FY 2022-23 Adopted Budget | FY 2023-24 Projected | FY 2024-25 Projected | FY 2025-26 Projected | FY 2026-27 Projected |
|---|---|---|---|---|---|---|
| Transfers Out-Debt Service | $2,988,001 | $6,826,178 | $10,855,102 | $11,928,104 | $11,515,976 | $12,506,183 |
| Total Expenditures | $171,183,083 | $216,129,647 | $222,063,209 | $218,704,891 | $222,263,551 | $225,966,481 |
| **Debt % of Total Expenditures** | **1.7%** | **3.2%** | **4.9%** | **5.5%** | **5.2%** | **5.5%** |

Revising the estimated bonds from $30 million to $50 million expected to be issued for the South Oxnard Aquatic Center (SOAC) would increase annual debt service by $1.15 million and the debt to total expenditures percentage would be 6.0%.

There are additional projects that may need to be considered for inclusion in future Five-Year Capital Improvements Programs (CIP). This includes Police HQ Retrofit/Refurbishment, South Oxnard Police Precinct, and ERP Phase 5. These projects combined have the potential to generate another $4.5 million in annual debt service to the City's General Fund and raising the projected debt to total expenditures percentage to 7.2%.

At this time, there are not enough Net Revenues (surplus) in the City's 5-year forecast, under current assumptions, to absorb an increase of $4.5 million in annual debt service.

**TABLE 3**

| | FY 2022-23 ADOPTED BUDGET | FY 2023-24 PROJECTED | FY 2024-25 PROJECTED | FY 2025-26 PROJECTED | FY 2026-27 PROJECTED |
|---|---|---|---|---|---|
| Total General Fund Revenue | 208,195,175 | 213,562,944 | 219,674,363 | 225,877,543 | 231,552,208 |
| Total GF Expenditures (including debt service) | 216,129,647 | 222,063,209 | 218,704,891 | 222,263,551 | 225,966,481 |
| **Net Revenue / (Deficit)** | **($7,934,472)** | **($8,500,265)** | **$969,472** | **$3,613,991** | **$5,585,727** |
| Beginning Fund Balance | 40,896,706 | 34,863,596 | 26,363,331 | 27,332,803 | 30,946,794 |
| Projected CIP Carryover to FY24 | 1,901,362 | | | | |
| **Ending Fund Balance** | **$34,863,596** | **$26,363,331** | **$27,332,803** | **$30,946,794** | **$36,532,521** |
| Unassigned Balance as % of Total Exp | 16.1% | 11.9% | 12.5% | 13.9% | 16.2% |

Reductions in annual debt service payments are incorporated in all long-range financial forecasts and are always included in the analysis each time the City considers issuing new debt. There will be a decrease of approximately $430,000 in annual debt services payments in FY2028-29 when the 2012 Certificate of Participation Financing (COP) which refunded the 1999 COPs are fully paid. The next scheduled reduction in debt is FY 2032-33 when the annual payment for the 2018 Lease Revenue Refunding Bonds (LRB) which refunded 2003, 2006 LRBs is reduced from $1.7 million to $1.1 million. The final payment on the 2018 LRBs will be made in FY 2035-36.

In addition to budget capacity constraints limiting the amount of debt the City should take on, there are also collateral constraints. Bonds must be secured by a City asset already in existence - this is referred to as collateral. The City's collateral constraints are partially due to the age of City buildings, which are typically used as collateral. Many of the City's buildings exceed the age threshold allowed for use as collateral. Lenders prefer collateral to be less than 50 years old by the end of the bond term. This means for a 25 year bond, a building used for collateral should be 25 years old or less. Also, because City buildings are already being used as collateral for existing bond issuances, they may not be available to be used as collateral for new bond issuances. Currently, there is only one age-eligible building in the City's asset portfolio - Fire Station 7. However, as part of the Measure O Weaning Schedule, the 2014 CMFA and 2014 LRB's are planned to paid in full. This will free up sufficient collateral for the other General Funded infrastructure and building projects.

**TABLE 4**

| Site Description | Occupied As | Building Value | Currently Pledged as Collateral To | Year Built |
|---|---|---|---|---|
| FIRE STATION NO. 8 | FIRE DEPARTMENT | $10,175,384 | 2014 CMFA | 2015 |
| SERVICE CENTER - ADMINISTRATIVE BUILDING | ADMINISTRATIVE OFFICES | $20,157,566 | 2019 LRBs | 2007 |
| FIRE ADMINISTRATION BUILDING | FIRE ADMIN BLDG | $6,821,783 | 2019 LRBs | 2007 |
| SOUTH OXNARD BRANCH LIBRARY | LIBRARY | $18,716,042 | 2023 LRBs (Pending) | 2006 |
| FIRE STATION #7 | FIRE STATION | $5,657,441 | | 2006 |
| DOWNTOWN PARKING GARAGE | PARKING GARAGE | $12,376,792 | 2023 LRBs (Pending) | 2005 |
| POLICE DEPARTMENT ANNEX | POLICE ANNEX | $16,965,113 | 2018 LRBs | 1997 |
| LIBRARY | LIBRARY | $57,037,107 | 2014 LRBs | 1992 |
| SOUTH OXNARD CENTER | CHILD CARE / COMMUNITY CENTER | $7,340,094 | 2023 LRBs (Pending) | 1989 |
| OXNARD TRANSPORTATION CENTER | PASSENGER TERMINAL / BUS CANOPY | $7,316,457 | | 1985 |
| PUBLIC SAFETY BUILDING | POLICE STATION | $13,965,867 | 2018 LRBs | 1978 |
| OXNARD PERFORMING ARTS CENTER (OPAC) | AUDITORIUM | $9,668,597 | | 1968 |
| YARD STRUCTURE | YARD STRUCTURE | $4,929,219 | | 1968 |
| CITY YARD | CITY YARD | $3,830,080 | | 1968 |
| ADMINISTRATIVE ANNEX | CITY HALL ANNEX | $15,833,613 | 2014 LRBs | 1967 |
| CIVIC CENTER EAST WING | CIVIC CENTER | $4,482,623 | 2012 Lease | 1967 |
| CIVIC CENTER-CITY HALL | CITY HALL / COUNCIL CHAMBERS | $14,446,068 | 2012 Lease | 1965 |
| CAMPUS PARK BUILDING SITE - OLD OXNARD HS | GYMNASIUM BUILDING | $5,703,651 | | 1947 |
| CAMPUS PARK BLDGS - OLD OXNARD HS | 2-STORY CLASS ROOM | $4,228,554 | | 1947 |

## SUMMARY

Ongoing attention needs to be given to long-range forecasts, infrastructure needs, and Council priorities. Some projects may need to be pushed out in time so that the City can continue to provide on-going services while maintaining a prudent reserve.

Finance staff will include a 10-year forecast in April 2023 when the first draft of the FY 2023-24 proposed budgets are presented. A 10-year outlook, versus the historical practice of a 5-year forecast is imperative and prudent for the next

several years as the City prepares for Measure O ½ cent sales tax to sunset in 2029. Bond affordability information and analysis will be brought forth periodically as the Council considers projects, priorities, other fiscal matters, and City projects.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact to receive this report.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Betsy George, Chief Financial Officer*

**ATTACHMENTS**

1. Resolution 15,105_Debt Management Policy_April 2018
2. 2022-23 Adopted Budget_5-Year Forecast

## CITY COUNCIL OF THE CITY OF OXNARD

## RESOLUTION NO. 15,105

## A RESOLUTION OF CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A DEBT MANAGEMENT POLICY AND TAKING RELATED ACTIONS

WHEREAS, the City of Oxnard and its related entities (such as the Oxnard Financing Authority and the Successor Agency to the Oxnard Redevelopment Agency) (together. the "City") have issued or may issue bonds or other financing obligations ("Local Debt") that are subject to requirements for the filing of reports to the California Debt and Investment Advisory Commission ("CDIAC") pursuant to California Government Code Section 8855 ("Section 8855":); and

WHEREAS, under Section 8855, municipal issuers of Local Debt must file a report (the "Report of Proposed Debt Issuance") at least 30 days before the sale of any Local Debt issue; and

WHEREAS, Senate Bill No. 1029 ("SB 1029"), which became effective on January 1, 2017, amended Section 8855 to augment the information that a municipal issuer must provide to CDIAC in connection with Local Debt issuances: and

WHEREAS, Section 8855, as amended by SB 1029, requires the Report of Proposed Debt Issuance to include a certification that the municipal issuer has adopted a local debt policy and the contemplated Local Debt issuance is consistent with such local debt policy; and

WHEREAS, Section 8855(i)(1) requires that the local debt policy must include the following elements:

1. The purposes for which the debt proceeds may be used;
2. The types of debt that may be issued;
3. The relationship of the debt to, and integration with. the issuer's capital improvement program or budget, if applicable;
4. Policy goals related to the issuer's planning goals and objectives; and
5. The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use; and

WHEREAS, the City expects that it will continue to issue Local Debt from time to time;

WHEREAS, This City desires to adopt the Local Debt Policy, as set forth in Exhibit A (the "Policy");

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

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council hereby determines and finds that the Policy complies with the requirements of Section 8855(i)(1).
3. The Policy, as set forth in Exhibit A is hereby approved and adopted. The Policy shall be applicable to Local Debt issued by or on behalf of the City (including its related entities

such as, but not limited to, the Oxnard Financing Authority and the Successor Agency to the Oxnard Redevelopment Agency).

4. The City Manager, the Chief Financial Officer, and other officers of the City are hereby authorized and directed, jointly and severally, to execute such instruments and do any and all things which they may deem necessary or advisable to effectuate this Resolution and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

PASSED AND ADOPTED THIS 3rd day of April, 2018 by the following vote:

AYES: Councilmembers Flynn, Ramirez and MacDonald.

NOES: Councilmember Perello.

ABSENT: Councilmember Madrigal.

ABSTAIN: None.

Tim Flynn 4/3/18

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

# CITY OF OXNARD
# DEBT MANAGEMENT POLICY

## I. INTRODUCTION

The policies set forth in this Debt Management Policy ("Policy") have been developed to provide clear and comprehensive guidelines for the issuance and financial management of the debt portfolio of the City of Oxnard and its related entities (such as the City of Oxnard Financing Authority and the Successor Agency to the Former Redevelopment Agency). This policy confirms the commitment of the City Council, management, staff, and other decision makers to adhere to sound financial management practices, including full and timely repayment of borrowings, achieving the lowest possible cost of capital within prudent risk parameters. This Policy is not intended to be so restrictive that it interferes with the City of Oxnard's legitimate efforts to prudently provide public services and facilities. The Policy is also intended to comply with Government Code Section 8855(i), effective January 1, 2017.

The guidelines established by this Policy will govern the issuance and management of all debt funded for long-term capital financing and cash flow needs. The City recognizes that changes in the capital markets and other unforeseen circumstances may require exception to this Policy, upon approval by the City Council. The Policy may be amended by the City Council as it deems appropriate from time to time in the prudent management of the debt of the City. Any approval of debt by the City Council that is not consistent with this Policy shall constitute a waiver of this Policy.

As used in this Policy, "City" shall mean the City of Oxnard and/or its related entities. As used in this Policy, "debt" shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations. The use of such term in this Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt within the meaning of any constitutional debt limitation where the substance and terms of the obligation falls within exceptions to the constitutional debt limitations. This Policy shall apply to all debt issued or sold to third party lenders or investors as well as pertaining to City internal borrowing. The Policy does not pertain to any unfunded accrued liabilities relating to employee benefit obligations including but not limited to the Public Employee's Retirement System (PERS), Other Post-Employment Benefits (OPEB) and compensated absences nor does it pertain to certain obligations related to the City's landfill closure, post-closure or corrective actions.

## II. OBJECTIVES OF DEBT ISSUANCE

The purpose of the Policy is to provide a functional tool for debt management and capital planning, as well as to enhance the City's ability to manage its debt obligations in a conservative and prudent manner. In following this policy, the City shall pursue the following objectives:

1. The City shall issue debt only for capital improvements or special non-recurring expenditure projects that cannot be financed from current revenues. The City will not use debt for current operations.
2. The City shall issue debt only if it is the most cost-effective funding means available, taking into consideration cash flow needs, fund reserves, risk, and other funding alternatives.

3. The City shall, when issuing debt, assess financial alternatives to include new and innovative financing approaches such as categorical grants, revolving loans, and/or other State and Federal aid, in order to minimize the contribution from the City.
4. The City shall take all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues.
5. The City shall endeavor to attain the best possible credit rating for each debt issuance in order to reduce interest costs while preserving financial flexibility and meeting capital funding requirements.
6. The City shall obtain the shortest debt period feasible taking into consideration the debt structure, debt type, and amount. Debt period shall not exceed the expected useful life of the asset.
7. The City shall be mindful of its statutory debt limit in relation to assessed value growth and the tax burden needed to meet long-term capital requirements. The City shall consider the impact of new debt on overlapping debt of local, state and other governments that overlap with the City.

Prior to the issuance of debt to finance a project, the City will carefully consider the overall long-term affordability of the proposed debt issuance. The City shall not assume more debt without conducting an objective analysis of the City's ability to assume and support additional debt service payments. The City will consider its long-term revenue and expenditure trends, the impact on operational flexibility, and the overall debt burden on taxpayers. The evaluation process shall include a review of generally accepted measures of affordability and will strive to achieve and/or maintain debt levels consistent with the City's current and future operating and capital needs. The City will limit the debt ratio of annual principal and interest due during a Fiscal Year, such that it shall not exceed 10% of the General Fund budget.

## III. ACCEPTABLE USE OF DEBT PROCEEDS

The City will consider long-term financing for the acquisition, substantial refurbishment, replacement, or expansion of capital assets. Specifically, acceptable uses of debt include:

1. Acquisition and/or improvement of land, right-of-way, or long-term easements.
2. Acquisition of a capital asset with a useful life of three years or more.
3. Construction, reconstruction or expansion of a facility.
4. Preconstruction costs including but not limited to project planning design, engineering, and other preconstruction efforts.
5. Project-associated furniture fixtures and equipment.
6. Capitalized interest, when applicable.
7. Original issue discount, underwriters' discount, and other costs of issuance, when applicable.

## IV. TYPES OF DEBT

There are numerous types of financing structures and funding sources available, each with specific benefits, risks, and costs. The City shall review all potential funding sources within the context of this Policy and the overall portfolio, to ensure that any financial product or structure is consistent with the City's objectives. Regardless of which financing structure is utilized, due diligence review shall be performed for each transaction.

The following are types of debt the City can issue:

1. New Money Debt: New money debt is debt issued to finance the cost of capital improvement project or other large and extraordinary costs.
2. Refunding Debt: Refunding debt is debt issued to refinance (refund) previously issued outstanding debt. The City may issue refunding debt to refinance the principal and interest on outstanding bonds or other debt to achieve debt service savings, restructure schedule debt service or convert from variable to fixed interest rate, change or modify the source(s) of payment and security for the refunded debt, or modify covenants otherwise binding upon the City. Refunding may be issued on either a current or advance basis under federal tax law. See section VII for further detail.
3. Revenue Debt: Revenue debt is generally issued for enterprise funds that are financially self-sustaining without the use of general fund revenue sources and therefore rely on the revenues collected by the enterprise fund to repay the debt.
4. Land-Secured Debt: Examples of land-secured debt include special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment statutes. Land-secured debt is payable from special taxes or assessments that the City will levy on the secured property tax roll.
5. General Obligation Bonds: General obligation (GO) bonds require a supermajority voter approval. Most GO bonds are backed by the issuer's ability to level ad valorem tax in amounts sufficient to meet debt service.
6. Lease Financing: Lease revenue bonds, certificates of participation (COPS), and lease-purchase transactions are examples of lease financings.
7. Bond and Grant Anticipation Notes: This type of debt is issued to finance a project in anticipation of other funding sources becoming available at a later time.
8. Tax Increment Financing: Tax increment financing may be used to the extent available under California law.
9. Conduit Financing: The City may agree to provide conduit financing for specific public purposes, such as financings for affordable rental housing, qualified 501(c)(3) organization, other governmental agencies and/or joint power authorities. In a conduit financing, the debt is typically repaid with non-City revenues.
10. Inter-fund loans: The City may use available fund from another City fund to finance the cost of a capital project. A formal promissory note shall be established and shall include a specific interest rate. The interest rate can be market average, weighted average of the City's investment portfolio, or other logical and justifiable rate as determined by the Chief Financial Officer. Regardless, the interest rate shall be no less than the current interest yield percentage paid by the Local Agency Investment Fund (LAIF).

Debt is typically issued under either a competitive or a negotiated sale, but also may be sold in a private placement. The City shall have the flexibility to determine which method of sale is appropriate for each debt issuance. Determination of the appropriate method of sale will rest collectively with the City Manager, Assistant City Manager, and Chief Financial Officer. There are a number of market factors that will affect the success of a debt offering and each should be carefully considered before selecting a method of sale. These factors include, but are not limited to:

1. Market perception of the City's credit quality,
2. Interest rate volatility,
3. Size of the proposed issue,

4. Complexity of the proposed issue, and
5. Competition with other issuers for investor interest (bond supply).

V. DEBT TERM

The City Council recognizes that new debt obligations may impact the long-term affordability of all outstanding debt and any future planned debt, as well as budgetary impacts associated with the maintenance and operating costs of debt-financed facilities.

The debt will be structured for the shortest period possible, consistent with a fair allocation of costs to current and future beneficiaries or users. As already discussed, debt shall not be issued for a term that exceeds the useful life of the debt-financed asset.

The City generally prefers level debt service payments over the term of the debt. However, the cost of capital, financial risk, current economic conditions, future financial flexibility, credit rating, and available cash flow will be evaluated to determine the most appropriate method of debt amortization for each debt issue. Back loading of debt service (debt service payments are lower in the initial years of a debt term and higher toward the later years of a debt term) is not authorized in this Policy and can occur only by City Council waiver from this policy.

VI. DEBT MANAGEMENT

The Chief Financial Officer shall employ appropriate internal controls, including but not limited to:

1. Perform redundant review to ensure all approved contracts and expenditures are consistent with the terms of the bond sale and ballot language by following the City's established workflow procedures.
2. Monitor the use of debt proceeds and the use of debt-financed assets (e.g., facilities, furnishings or equipment) throughout the term of the debt (and in some cases beyond the term of the debt) to ensure compliance with covenants and restrictions set forth in applicable City resolutions and Tax Certificates. The Chief Financial Officer, or their designee, shall report apparent deviations from the intended use in debt proceeds to the City Manager for further discussion, and if the City Manager determines appropriate in consultation with legal counsel (which may be bond counsel or the City Attorney or both), to the City Council.
3. Maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of debt.
4. Consult with Bond Counsel, Municipal Advisor and other professional expert advisers in the review of any contracts or arrangements involving use of debt-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates.
5. Maintain proper accounting records for any contracts or arrangements involving the use of debt-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates.
6. Meet at least annually with personnel responsible for debt-financed assets to identify and discuss any existing or planned use of debt-financed assets to ensure that those uses are consistent with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates.

7. Report feedback from rating agencies to City Council, when and if available, regarding the City's financial strengths and weaknesses, and areas of concern relating to the City's existing credit ratings.

VII. REFUNDING GUIDELINES

The Chief Financial Officer shall monitor all outstanding debt obligations for potential refinancing opportunities, particularly in declining interest rate environment. The City will consider refinancing of outstanding debt to achieve annual savings, to shorten the period of the debt amortization, or to remove an undesirable covenant, condition, or restriction.

The City will generally seek to achieve debt service savings that, on a net present value basis, are at least 3% of the debt being refinanced. The net present value assessment shall factor in all costs, including issuance, escrow, and foregone interest earnings on any contributed funds on hand. Any potential refinancing shall additionally consider whether an alternative refinancing opportunity with higher savings is reasonably expected in the future. Refunding that will produce a net present value of less than 3% will be considered on a case-by-case basis.

Notwithstanding the foregoing, a refunding by the Successor Agency to the former Redevelopment Agency of Oxnard shall be based on the requirements stated in California Health and Safety Code Section 34177.5.

VIII. ARBITRAGE REBATE

The use and investment of tax-exempt debt proceeds shall be monitored to ensure compliance with arbitrage restrictions. Existing regulation require that issuers calculate rebate liabilities related to tax-exempt debt issues, with rebates paid to the Federal Government every five years and otherwise required by applicable provisions of the Internal Revenue Code and regulations. The Chief Financial Officer shall contract with a specialist to ensure that proceeds and investments are tracked in a manner that facilitates accurate, complete calculations and, if necessary, timely rebate payments.

IX. RELATIONSHIP OF DEBT WITH OTHER CITY POLICIES

The City is committed to long-term capital planning. The City intends to issue debt for the purposes stated in this Policy and to implement policy decisions incorporated in the City's capital budget and the capital improvement plan.

The City will integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the City's public purposes.

The City is committed to long-term financial planning, maintaining appropriate reserves levels, and employing prudent practices in governance, management and budget administration.

X. DEBT MANAGEMENT AND DISCLOSURE POLICY

The Chief Financial Officer shall review this Debt Management Policy at a minimum of every five years or as required by law and recommend any changes to the City Manager and City Council.

# Budget Forecast General Fund

| GENERAL FUND | FY 2021-22 ESTIMATED YEAR-END | FY 2022-23 ADOPTED BUDGET | FY 2023-24 PROJECTED | FY 2024-25 PROJECTED | FY 2025-26 PROJECTED | FY 2026-27 PROJECTED |
|---|---|---|---|---|---|---|
| Property Tax | 64,200,678 | 66,734,379 | 68,069,067 | 70,111,139 | 72,214,473 | 73,658,762 |
| Sales Tax - Measure E | 54,346,000 | 55,061,000 | 57,043,196 | 59,039,708 | 61,047,058 | 63,122,658 |
| Sales Tax | 39,949,449 | 40,602,752 | 42,064,451 | 43,536,707 | 45,016,955 | 46,547,531 |
| Franchises | 4,055,614 | 4,171,695 | 4,213,412 | 4,255,546 | 4,298,101 | 4,341,082 |
| Business License Tax | 6,106,625 | 6,719,875 | 6,787,074 | 6,854,945 | 6,923,494 | 6,992,729 |
| Transient Occupancy Tax | 4,748,017 | 5,602,162 | 5,658,184 | 5,714,766 | 5,771,914 | 5,829,633 |
| Deed Transfer Tax | 956,481 | 985,175 | 995,027 | 1,004,977 | 1,015,027 | 1,025,177 |
| Building Fees & Permits | 1,867,671 | 1,751,284 | 1,768,797 | 1,786,485 | 1,804,350 | 1,822,394 |
| Intergovernmental | 2,465,656 | 2,465,849 | 2,515,166 | 2,565,469 | 2,616,778 | 2,669,114 |
| Service Fees & Charges | 6,810,626 | 6,891,170 | 6,960,082 | 7,029,683 | 7,099,980 | 7,170,980 |
| Fines & Forfeitures | 2,505,506 | 2,608,294 | 2,634,377 | 2,660,721 | 2,687,328 | 2,714,201 |
| Indirect Cost Reimbursement | 8,283,085 | 8,283,085 | 8,531,578 | 8,787,525 | 9,051,151 | 9,322,686 |
| Interest Income | 830,376 | 896,078 | 896,078 | 896,078 | 896,078 | 896,078 |
| Transfers In-Other Funds | 1,682,610 | 2,013,671 | 2,013,671 | 2,013,671 | 2,013,671 | 2,013,671 |
| Other Revenue | 4,213,667 | 3,204,820 | 3,204,820 | 3,204,820 | 3,204,820 | 3,204,820 |
| Special Assessments | 199,876 | 203,886 | 207,964 | 212,123 | 216,365 | 220,692 |
| **Total Revenue** | **203,221,937** | **208,195,175** | **213,562,944** | **219,674,363** | **225,877,543** | **231,552,208** |
| Regular Salaries | 60,551,920 | 73,051,982 | 75,243,541 | 79,233,347 | 81,610,347 | 84,058,657 |
| Part-time Wages | 1,191,330 | 1,833,700 | 1,833,700 | 1,833,700 | 1,833,700 | 1,833,700 |
| Overtime | 12,095,723 | 8,129,947 | 8,129,947 | 8,129,947 | 8,129,947 | 8,129,947 |
| Pension (CalPERS+PARS) | 16,760,885 | 18,355,350 | 18,580,738 | 19,607,279 | 19,169,926 | 19,119,314 |
| Health/Insurance/Benefits | 17,161,183 | 20,825,449 | 21,450,212 | 22,093,718 | 22,756,530 | 23,439,226 |
| Retiree Medical | 2,066,075 | 2,101,359 | 2,143,386 | 2,186,254 | 2,229,979 | 2,274,579 |
| Workers Comp/Safety Program | 7,844,408 | 6,630,346 | 6,762,953 | 6,898,212 | 7,036,176 | 7,176,900 |
| Other Personnel Costs | 92,158 | 99,458 | 101,447 | 103,476 | 105,546 | 107,657 |
| Vacancy Savings | - | (6,166,588) | (7,759,253) | (8,116,896) | (8,355,229) | (8,600,609) |
| Subtotal Personnel | 117,763,682 | 124,861,003 | 126,486,671 | 131,969,038 | 134,516,922 | 137,539,371 |
| Services & Supplies | 18,153,603 | 20,339,108 | 20,745,890 | 21,903,308 | 22,341,374 | 22,788,201 |
| Internal Service | 15,946,752 | 20,614,377 | 21,232,808 | 21,869,792 | 22,525,886 | 23,201,663 |
| Utilities | 4,657,242 | 4,499,605 | 4,589,597 | 4,681,389 | 4,775,017 | 4,870,517 |
| Animal Shelter | 1,938,386 | 2,156,159 | 2,263,967 | 2,377,165 | 2,496,023 | 2,620,824 |
| Other Expense | 1,932,904 | 2,284,516 | 2,330,206 | 2,376,810 | 2,424,346 | 2,472,833 |
| Debt Service | 2,400,689 | 1,875,689 | 1,875,688 | 1,875,688 | - | - |
| Lease Pymt Cap Growth Fees | 1,028,083 | 1,013,749 | 1,004,616 | 988,611 | 973,881 | 962,295 |
| Capital Outlay | 1,709,215 | 528,000 | 538,560 | 549,331 | 560,318 | 571,524 |
| Transfers Out-Assess Dists | 263,766 | 197,407 | 197,407 | 197,407 | 197,407 | 197,407 |
| Transfers Out-Grants | 166,984 | 50,138 | 50,138 | 50,138 | 50,138 | 50,138 |
| Transfers Out-Debt Service | 2,990,291 | 6,826,178 | 10,855,102 | 11,928,104 | 11,515,976 | 12,506,183 |
| Transfers Out-Stormwater | 1,566,172 | 1,716,778 | 1,751,114 | 1,786,136 | 1,821,859 | 1,858,296 |
| Transfers Out-Capital Outlay | 7,749,348 | 12,849,377 | 8,515,865 | 7,815,865 | 6,965,865 | 5,300,000 |
| Transfers Out-ISF/OPD Training | 132,935 | 132,935 | 132,935 | 132,935 | 132,935 | 132,935 |
| Infrastructure Use Fee Repayment | 5,000,000 | 10,000,000 | 9,500,000 | - | - | - |
| Contingencies | 1,430,669 | 6,184,628 | 9,992,645 | 8,203,174 | 10,965,604 | 10,894,294 |
| **Total Expenditures** | **184,830,721** | **216,129,647** | **222,063,209** | **218,704,891** | **222,263,551** | **225,966,481** |

Refer to the next page for Underlying Assumptions of General Fund Forecastral Fund Forecast

| GENERAL FUND | FY 2021-22 ESTIMATED YEAR-END | FY 2022-23 ADOPTED BUDGET | FY 2023-24 PROJECTED | FY 2024-25 PROJECTED | FY 2025-26 PROJECTED | FY 2026-27 PROJECTED |
|---|---|---|---|---|---|---|
| Net Revenue / (Deficit) | 18,391,216 | (7,934,472) | (8,500,265) | 969,472 | 3,613,991 | 5,585,727 |
| Beginning Fund Balance | 29,299,293 | 40,896,706 | 34,863,596 | 26,363,331 | 27,332,803 | 30,946,794 |
| Projected CIP Carryover to FY23 | (6,793,803) | - | - | - | - | - |
| Projected CIP Carryover to FY24 | - | 1,901,362 | | | | |
| **Ending Fund Balance** | **40,896,706** | **34,863,596** | **26,363,331** | **27,332,803** | **30,946,794** | **36,532,521** |
| Unassigned Balance as % of Total Exp | 22.1% | 16.1% | 11.9% | 12.5% | 13.9% | 16.2% |

| Underlying Assumptions for General Fund Forecast from FY 2023-243 through FY 2026-27 |
|---|
| - Property Tax revenue projections incorporate property tax consultant's projection of approximately 2% to 3% annual growth based on combined effects of inflation adjustment allowed annually by Proposition 13; Proposition 8 revaluations; new construction; and property ownership changes |
| - Sales Tax revenue projections for Bradley Burns base (1%) and Measure E (1.5%) incorporate sales tax consultant's projection of annual growth from FY 2023-24 onward, atop a base forecast by staff for current and budget year, incorporating results year-to-date, national consumer spending data, and short-term consensus economic forecast for U.S. economy |
| - Business License Tax projections assume leveling out at 1% annual growth |
| - Transient Occupancy Tax (TOT) projections assume 1% annual growth after FY 2022-23 |
| - Other Revenues / Fees projections assume 1% annual growth |
| - Regular Salaries assumed to grow 3% annually from combined step and COLA increases |
| - Pension Costs reflect projections by CalPERS and MassMutual (for PARS) of future payments for unfunded accrued liabilities, and normal cost contribution rate changes. An additional $15,749,860 of public safety pension costs in FY 2022-23 will be paid from the proceeds of the public safety property tax approved by Oxnard voters in 1951 |
| - Vacancy Savings assumption of 6 % for FY 2022-23 and 7.5% for subsequent years |
| - Non-personnel Costs including Services & Supplies assumed to grow 2% annually |
| - Debt Service drops by $1.9 million in FY 2025-26 after the 2015 loan from the Measure O Fund to the General Fund is fully retired in FY 2024-25 |
| - Transfers Out-Debt Service increases from FY 2022-23 base year as follows: FY 2023-24 $4.2 million, FY 2024-25 $5.2 million, FY 2025-26 $4.8 million, and FY 2026-27 $5.8 million to reflect estimated additional debt service for planned Capital Improvement Proacts. Aquatic Center, Senior Center and Fire Station Replacements. |
| - Capital Outlay includes Capital Improvement Program (CIP) for FY 2022-23, and projected CIP for subsequent years based on 2022-27 Five Year Capital Improvement Program |

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.7**

**DATE:** January 17, 2023

**TO:** City Council

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

**SUBJECT:** Revision of the Approved Conceptual Design for South Oxnard Aquatics Center and Professional Services Agreement Amendment with the design architect, ELS Architecture + Urban Design. (40 minutes)

**RECOMMENDATION**

That the City Council:

1. Approve a revision to the approved conceptual design for the South Oxnard Aquatics Center (SOAC) Improvement Project (Project No. 225502) to include a 30-meter pool;
2. Approve an amendment to the professional services agreement with ELS Architecture + Urban Design in an amount of $75,000 for a total not to exceed amount of $3,975,057 and extend the contract terms to July 24, 2026; and
3. Find this project is currently undergoing California Environmental Quality Act Mitigated Negative Declaration (CEQA - MND) study pursuant to Title 14 of the California Code of Regulations Sections 15070 through 15075. The CEQA - MND will be completed and ready for final review and approval by the City Council at the time of construction award.

(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.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/9KYczziHsQg

**BACKGROUND**

**EXECUTIVE SUMMARY**

At the September 6, 2022, City Council meeting, the Council selected Conceptual Plan Alt B for the SOAC. This concept plan includes a 6-lane lesson pool, a 50-meter stretch deep water pool, splash pad, fun water pool with zero beach and lazy river, a double slide, and bleacher seating. The interior spaces of the concept plan include administrative offices, lifeguard office, first aid room, training room, multi-use space, concessions, locker rooms, equipment and program storage, as well as the required mechanical and chemical storage areas. Since the September 6, 2022, Council date, the architect has further developed the schematic design plans with more details, which has allowed a clearer understanding of the estimated costs for the approved plan. Additionally, more details resulting from the geotechnical investigation of the proposed site have identified further soil remediation that should be included in the project as a risk-mitigation effort.

The costs of the project continue to grow due to various unforeseen conditions and construction escalation. As such, staff recommends the City Council approve a new concept plan, which includes approximately $8,926,970 in reductions for

value engineering options. Those value engineering options include a 30-meter in place of a 50-meter pool.

**BACKGROUND**

The SOAC will service the City's youth, adults, and seniors and provide for the expansion of recreation, water fitness, and competitive aquatics opportunities. The SOAC will equip the residents of Oxnard, a coastal community, with water safety knowledge and provide a family-friendly environment for the residents of Oxnard.

The primary goal of the SOAC is to design and construct a community-based aquatics center that provides an opportunity for water safety by teaching the community of all ages to swim. Secondary to that goal, the SOAC is intended to create a love of the water through active and passive recreational opportunities for Oxnard youth, adults, seniors, families, swimming groups, swim teams, and water polo.

On September 6, 2022, Council was presented with seven design options for the SOAC, inclusive of an aspirational design and a staff-recommended design. The estimated costs for the seven designs ranged from $50,395,500 - $67,162,500. Each of these options had varying water feature options and a wide variety of programming opportunities to service the youth, adults, seniors, families, special populations, and swim and water polo teams. Ultimately, the City Council approved Conceptual Plan Alt B with a total project budget estimated at $59,305,500.

**Capital Improvement Project (CIP) Reference:** Project No. 225502 – Oxnard Aquatic Center - CIP 2021-2026 - Adopted May 18, 2021 – Page 51.

**DISCUSSION**

Council selected Conceptual Plan Alt B, which includes a 6-lane lesson pool, 50-meter stretch deep water pool, splash pad, fun water pool with zero beach and lazy river, double slide, and bleacher seating. Interior spaces include administrative offices, lifeguard office, first aid room, training room, multi-use space, concessions, locker rooms, equipment and program storage, and the required mechanical and chemical storage areas. The estimated cost for Conceptual Plan Alt B was $59,305,500.

As discussed in the September 6th staff report, the project was still in the preliminary planning phase. At that time, no detailed design work (soil contamination, geotechnical, architectural, civil, mechanical, and electrical) had been completed, and that information, along with the budgetary cost estimate presented at that time, was subject to change as more details were vetted, reviewed, and revised. The following two sections outline the adjustments that are now more refined and should be accounted for in the project. These adjustments total $9,518,070, increasing the cost of Conceptual Plan Alt B to $68,823,570. Because of these cost increases, staff recommends value engineering options, which include replacing the 50-meter pool with a 30-meter pool.

| | |
|---|---|
| September 6th Budgetary Cost Estimate | $59,305,500 |
| Schematic Design Cost Estimate | + $4,828,200 |
| 35% Soft Costs | +$1,689,870 |
| Geotechnical & Soil Remediation | +$3,000,000 |
| **Total Estimate** | **$68,823,570** |

<u>DETAILED DESIGN RELATED ADJUSTMENT</u>

As previously described in the September 6th report, some of the increased cost from the original project estimate to the budget provided for the schematic design phase ($59.3 million) can be attributed to items such as price increases on all building materials as a result of inflation, ongoing supply chain issues, and labor shortages in the construction industry. Additionally, there is a large influx of federal and state funding, which typically leads to further increased construction cost escalation since there is an abundance of construction work available.

After moving into the schematic design phase, which includes a more detailed architectural and engineering design, the

construction cost estimates have increased by $4,828,200. When taking into consideration the associated soft costs, such as construction contingency, design fees, permits, project management/construction management and inspections, there is another increase of $6,518,070. This increase is attributed to the size of the buildings, activity pool, splash pad & deck areas, landscape areas, and more specific costs related to competition equipment and the activity structures.

GEOTECHNICAL AND SITE ENVIRONMENTAL ASSESSMENT RELATED ADJUSTMENT

With more detailed geotechnical and engineering reports developing during the schematic design phase, it was discovered that the proposed area for construction is in a liquefaction zone. Therefore, additional geotechnical engineering work will be necessary. This resulted in a strong recommendation for ground stabilization to account for the liquefaction zone. The recommendation includes soil stabilization to allow the buildings and pools in the aquatics center to be usable, with minimum damage, after a higher level of seismic event, above what is minimally required by the Building Code. Because of the significant amount of investment in the SOAC by the City, staff recommends conducting the soil stabilization work to provide a higher level of probability that the SOAC will be useful after a high-intensity seismic event. This is estimated to cost $2,000,000.

In addition to the liquefaction zone, the preliminary hazardous material report suggests that the area needs potential soil remediation for possible soil contaminants. This includes the potential for herbicides, pesticides, and fuel leaked into the ground from suspected prior agricultural use of this site. The project's hazardous material investigation (Environmental Site Assessment Phase II) has a defined scope of work, including standard soil core samples and laboratory testing. Staff anticipates this work will take about three months to complete. As such, until a final hazardous material report is complete, staff estimates the cost of soil remediation to be about $1,000,000. This is based on the size of the project site to be improved and some level of soil remediation. However, until the Environmental Site Assessment Phase II is finalized, this is a rough-order magnitude cost estimate. Because the prior use of the parcel and ownership history before the City acquired 50.5 acres of College Park in the late 1960s is not available in detail, there is a level of uncertainty about what may be found during the Environmental Site Assessment Phase II. It should be noted that the City transferred the 50.5 acres to the County in the early 1980s for development purposes and reacquired the 75-acre College Park in 2000.

If the Environmental Site Assessment Phase II defines a larger and significant remediation requirement, the cost could be much higher, in the range of $5,000,000-$10,000,000. Staff recommends using the $1,000,000 cost estimate for now to address any possible soil remediation. If the final Environmental Site Assessment Phase II defines remediation work in excess of the $1,000,000 estimate, staff will return to the City Council with options.

The estimate for soil stabilization and remediation noted above brings the estimated total soil-related cost adjustments to $3,000,000.

**VALUE ENGINEERING AND STAFF RECOMMENDED DESIGN**

The balancing point continues to be to provide a place that allows all Oxnard residents to gain water safety skills and recreational opportunities, accounting for the community input received, while also being financially responsible for the many needs of the City, today and into the future. This balancing point includes ensuring that what is ultimately constructed can be well maintained, staffed, and managed into the future from an operating budget standpoint.

Staff and the design consultant began to consider various value engineering (VE) options to the City Council selected Conceptual Plan Alt B to stay within the approved concept plan costs ($59,305,500), and, if possible, reduce the costs further.

Staff kept the following core principles of the SOAC top of mind when analyzing the VE options:

1. The primary goal of the SOAC is to design and construct a community-based aquatics center that provides an opportunity for water safety by teaching the community of all ages to swim.
2. Secondary to that goal, the SOAC is intended to create a love of the water through active and passive recreational opportunities for Oxnard youth and seniors, families, swimming groups, swim teams, and water polo.
3. Financial responsibility for the many needs of the city.

Based on these principles, staff could not recommend the inclusion of VE options associated with the reduction of the fun water zone elements, which included items such as the elimination of the spray pad, elimination of one of the slides, or reduction in the activities pool. The fun water zone is where people of all ages and abilities will be able to build their love of water and confidence to use the 25 meter and deep water pool.

The value engineering options include building reductions, removal of redundant functions or areas not specific to SOAC's mission (office, training, equipment storage), and tightening up the overall site improvements to minimize any extraneous areas (parking, landscape area, etc). Ultimately, there is limited ability to reduce the project costs to what Council approved in September ($59.3 million) without the replacement of the 50-meter pool with a 30-meter pool. A 30-meter pool allows further reductions in the deck, building, and landscaping options without affecting programming (with the exception of the long course the 50-meter pool provides).

Including a 30-meter pool, the VE options total $8,926,970. Below is a summary of the recommended VE options.

| Value Engineering Recommendations | |
|---|---|
| Building Reductions | -$4,068,860 |
| Pools & Deck Reductions | -$2,540,110 |
| Landscape Reductions | -$2,318,000 |
| **Total Savings** | -$8,926,970 |

To analyze the recommendation by looking at total costs, this table provides the estimated costs for the adjustments and value engineering option considered:

| Item | Alt. B (9/6/22) | New 30-Meter Pool |
|---|---|---|
| Rough Order of Magnitude | $43,930,000 | $43,930,000 |
| Value Engineering | | ($8,926970) |
| New Schematic Design Cost Increase | | $4,828,200 |
| Sub-total | | $39,831,230 |
| Soft costs | $15,375,500 | $13,940,931 |
| Geotechnical & soil remediation | | *$3,000,000 |
| **Total** | **$59,305,500** | **$56,772,161** |

*cost for soil remediation is still a rough estimate until the Environmental Assessment Phase II report is available

The VE recommended design closely aligns with the Council selected Conceptual Plan Alt B and provides learn-to-swim activities for all ages, splash pads that engage those who might be new to water activities among many others, and a fun pool with beach entries, slides, and lazy rivers. In addition, a 30-meter pool provides for competitive swimming. As discussed at the September 6th meeting, the advantage to a 50-meter pool is the ability to run long course (typically a summer program only). Without moving to a 30-meter pool, many of the fun water amenities would need to be eliminated or significantly reduced, which affects programming. Furthermore, the fun water amenities allow for the development of a safe, loving relationship with being in the water. That relationship can develop the confidence to move towards swimming in larger and deeper pools, and possibly even competition swimming.

**ALL- ELECTRIFICATION ANALYSIS**

The Climate Action and Adaptation Plan (CAAP) does not require City facilities to be designed or operated as electric and electrification of municipal buildings is not quantified via greenhouse gas (GHG) reductions to meet the 2030 State-mandated target. Despite electrification not being required by the CAAP, staff had ELS complete an All Electrification

analysis for the SOAC. The upfront costs for All Electric are estimated at $2,557,000, with a payback period of approximately 25 years. This payback period does not take into consideration additional costs on replacement or repairs during that payback period. Although all electric facilities are common in Florida, only a couple of recent aquatics centers have been approved as all-electric in the State of California, none are actually completed or in operation in California. In California, there are not as many companies or tradespersons, nor the City's expertise, to operate and maintain an all-electric facility at this time. Because of the uncertainty of engineering and operations, as well as the upfront budget impacts, which would require eliminating aquatic elements such as the slide and splash pad, staff does not recommend all electric in any design concept selected. However, the SOAC will adhere to CAL Green (Title 24) requirements related to higher efficiencies (CAAP Table 3-1 Annual GHG Reductions from Local Strategies by 2030).

**AMENDMENT OF DESIGN AGREEMENT**

Due to the City's requests for extra services, as provided for in the agreement, there has been the issuance of multiple Notice to Proceeds to ELS, which have depleted the ELS's contingency to a lower than normal level at this stage of the project. These additional services have included the hiring of consultants to perform market and pool operations analysis, perform a study for an all-electric facility, additional environmental reviews and documentation to satisfy Federal & State grants, other miscellaneous surveys, and geotechnical investigatory work. As a result, staff recommends approval of an amendment to the professional services agreement with ELS in an amount of $75,000 for the design contingency for future unforeseen needs for a total not to exceed $3,975,057 and extend the contract terms to July 24, 2026.

**NEXT STEPS & PROJECT SCHEDULE**

The increased cost estimates and analysis of the VE options have already caused approximately a 1.5 month delay in the project schedule. This is due to the fact that the schedule to start the Design Development Phase (DD) was December 1, 2022, and now the DD phase will start on January 18, 2023, if the Council approves the staff recommendation. Therefore, the overall schedule is extended by about 1.5 months for ELS to finish the DD phase.

The project is expected to be further delayed by the need to conduct additional construction and remediation related to the geotechnical and hazmat studies. These delays are estimated to be up to nine months; however, it is possible that any necessary remediation work could take place concurrently with other phases of the project. Staff and ELS are committed to reducing the overall project schedule and would still like to aim for a July 2025 opening, but with the unknowns associated with the geotechnical and hazmat studies and associated construction requirements, the project schedule is as follows and contingent upon environmental clearance as well as securing funding:

| Activity | Original Schedule | Revised Schedule |
|---|---|---|
| Design & Permits * | Spring 2023 | Summer 2023 |
| Construction Start * | Fall 2023 | Winter 2024 |
| Construction Complete** | July 2025 | Winter 2026 |

*Contingent upon environmental clearance
**Contingent upon successful construction award

Regardless of which plan is selected, the next step is for ELS to refine the project concept and proceed to the Design Development stage of the project. The current schedule to start the Design Phase of the project was December 1, 2022, and now the Design Phase will begin around January 18, 2023. As a result, the schedule is extended by a minimum of 1.5 months to complete the remaining phases of the project.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

The design and engineering services are contracted with ELS for an approved amount not to exceed $3,900,057. As described earlier, due to City requests for extra services, the ELS contingency has been depleted to a lower than normal level at this stage of the project. As a result, staff recommends approval of an amendment to the professional services agreement with ELS in an amount of $75,000 for the design contingency for future unforeseen needs for a total not to exceed $3,975,057 and extend the contract terms to July 24, 2026. There is sufficient funding available from an existing appropriation of $5M in State grant funds (Fund 219) in the South Oxnard Aquatic Center Improvement Project (Project No. 225502) for this phase of the project.

The CIP Budget approved by the City Council has identified a future General Fund Secured Bond for the construction of the SOAC. As discussed at the September 6th meeting, from a bond capacity, changes or higher construction project costs for the SOAC limit future financing affordability of other City projects (e.g. fire stations, senior center, seawalls, etc.). This is an important factor considering the many City facility needs. Based on today's interest rates, which are subject to change, the annual debt service for the originally estimated $30 million bond would be $2.0 million, presented on September 6, 2022, and assuming a $50 million bond at today's rates, would result in an annual debt service of $3.4 million dollars.

**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: Ashley Golden, Assistant City Manager*

**ATTACHMENTS**

1. September 6, 2022 City Council Staff Report
2. Second Amendment to Professional Services Agreement with ELS Architecture + Urban Design
3. Presentation

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. N.3**

**DATE:** September 6, 2022

**TO:** City Council

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

**SUBJECT:** Approve the Conceptual Design for South Oxnard Aquatics Center. (15/10/10)

## RECOMMENDATION

That the City Council approve the conceptual design, Recommended Option, for the South Oxnard Aquatics Center Improvement Project (Project No. 225502). The Aquatics Center will be located within College Park.

(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.)

Presentation will be live upon consultant's request.

## BACKGROUND

On July 30, 2021, the City, with the assistance of State Senator Monique Limón, was awarded $5,000,000 from the State of California (State) to design and construct the South Oxnard Aquatics Center within 7 acres of currently vacant City-owned property within College Park. The grant funds allowed the City to conduct community outreach and the architectural/engineering design of the aquatics center.

Following the grant award, the City surveyed residents in order to determine the types of aquatics activities the community is interested in having at the new aquatics center. This occurred during a community meeting on December 11, 2021 as well as during afterschool programs across 20 of Oxnard's primary and secondary schools.

On May 5, 2022, the Department of Public Works, Engineering & Transportation Mobility issued a Notice to Proceed to ELS to conduct additional public outreach and participatory community design, cost analysis, architectural and engineering design, and preparation of plans and specifications for the South Oxnard Aquatics Center Improvement Project (Project No. 225502).

**Capital Improvement Project (CIP) Reference:** Project No. 225502 – Oxnard Aquatic Center - CIP 2021-2026 - Adopted May 18, 2021 – Page 51.

## DISCUSSION

The proposed South Oxnard Aquatics Center (SOAC) will service the City's youth, adults, and seniors and provide for expansion of recreation, water fitness, and competitive aquatics opportunities. The SOAC will equip the residents of Oxnard, a coastal community, with water safety knowledge and provide a family-friendly environment for the residents of Oxnard.

The primary goal is to design and construct a community-based aquatics center that provides an opportunity for water safety by teaching the community of all ages to swim. Secondary to that goal, the SOAC is intended to create a love of

the water through active and passive recreational opportunities for Oxnard youth and seniors, families, swimming groups and swim teams.

ELS, using the community feedback from 2021, prepared three concept site plan designs that conformed with the City's programming goals and needs. These site plan designs were shared and further refined based on community input at two community engagement meetings held on June 29th & August 1st, 2022. The meetings resulted in unanimous support for Concept Plan No. C is (Aspirational Plan).

That Aspirational Plan includes a 6-lane lessons pool, 50 meter stretch deep water pool, splash pad, fun pool, lazy river, double slide, bleacher seating, and a picnic area with decking. Interior spaces include administrative offices, lifeguard office, first aid room, training room, multi-use space, concessions, locker rooms, equipment and program storage, as well as the required mechanical and chemical storage areas.

The assigned budgeted in the FY 21/22 City Council approved CIP budget for the SOAC was $40,000,000. Based on total Rough Order of Magnitude (ROM) project cost estimates, the community's Aspirational Plan option is now estimated at $67,162,500 over $27,000,000 over the budgeted amount. The total estimated ROM Project Cost include Construction Cost, Construction Contingency, Project/Construction Management, Inspection, Testing, Permit Fees, Art Fees, Furniture, Fixtures, Equipment and other miscellaneous Costs. There are several factors that can be attributed to the latest ROM cost. Some of the increased cost of construction can be attributed to items such as price increases on all building materials as a result of inflation, ongoing supply chain issues, and labor shortages in the construction industry. Additionally, there is a large influx of federal and state funding and as such, this typically leads to increased construction costs since there is an abundance of construction work available. Furthermore, since there is higher than normal inflation occurring, the ROM cost estimate needs to include that as a possible trend moving forward into the anticipated midpoint of construction, which is about 24 months from now.

Due to the higher-than-anticipated ROM construction cost estimate, City staff requested that ELS provide the City with a range of options that meet the goals of the SOAC project - to teach residents to swim and water safety while expanding recreational opportunities. With this core focus in mind, ELS provided seven (7) design alternatives ranging in estimated ROM construction costs of $37,330,000 to $49,750,000. Each of these options have varying water feature options and a wide variety of programming opportunities to service the seniors, youth, families, special populations, and swim and water polo teams.

**DESIGN ALTERNATIVES AND ESTIMATED TOTAL PROJECT COSTS**

In addition to ROM estimated construction costs, the total estimated project cost also needs to include Construction Contingency, Design and Engineering Consulting Fees, Project/Construction Management, Inspection, Testing and Indirect Costs (collectively "Soft Costs"). A breakdown of these additional costs is included below:

| | |
|---|---|
| • Construction Contingency | ~10% |
| • Design and Engineering Consultant Fees | ~10% |
| • Estimated Project/Construction Management | ~7% |
| • Estimated Inspection | ~5.5% |
| • Estimated Indirect Costs (Public Art & Permits, Furniture, Fixture, Equipment & IT) | ~2.5% |
| **Total Estimated Soft Cost Increase** | **~35%** |

The total estimated Soft Costs (35%) is applied to each alternative design option and a breakdown of the ROM project cost estimate is provided in the table below:

| Design Option | (ROM) Construction Cost Estimate from ELS | Total Soft Cost including Construction Contingency (35%) | **Total (ROM) Project Cost (including 35% for Soft Costs)** |
|---|---|---|---|
| Aspirational | $49,750,000 | $17,412,500 | **$67,162,500** |

| | | | |
|---|---|---|---|
| **Recommended Option** | **$39,850,000** | **$13,947,500** | **$53,797,500** |
| Other Alternatives Explored | | | |
| Alt. A | $44,080,000 | $15,428,000 | **$59,508,000** |
| Alt. B | $43,930,000 | $15,375,500 | **$59,305,500** |
| Alt. C | $39,900,000 | $13,996,500 | **$53,986,500** |
| Alt. D | $39,080,000 | $13,678,000 | **$52,758,000** |
| Alt. E | $37,330,000 | $13,065,500 | **$50,395,500** |

The staff recommended option closely aligns with the Aspirational Plan and provides learn-to-swim activities for all ages, splash pads that engage those who might be new to water activities among many others, and a fun pool with beach entries, slides, and lazy rivers. These amenities allow for the development of a safe loving relationship with being in the water which can develop the confidence to move towards swimming in larger and deeper pools, and possibly even competition swimming.

It should be noted that the project is still in the preliminary planning phase. As such, no detailed design work (architectural and engineering) has been completed. This means that information being presented now, inclusive of the ROM and estimated Total Project Costs is subject to change as more details are vetted, reviewed, and revised. It is also possible the changes may include different sized amenities and elements to areas such as the deep water pool, splash pad, fun pool, and interior spaces. The balancing point is to provide a place that allows all Oxnard residents to gain water safety skills and recreational opportunities, accounting for the community input received, while also being financially responsible for the many needs of the City, today and into the future. This balancing point includes ensuring that what is ultimately constructed can be well maintained, staffed, and managed into the future from an operating budget standpoint.

**COMMUNITY OUTREACH TO DATE**

December 11, 2021 – Community Engagement at College Park
June 29, 2022 – Community Workshop 1
August 1, 2022 – Community Workshop 2
August 24, 2022 - Parks, Recreation and Community Services Commission (PRCSC).

The conceptual design was presented to the PRCSC as informational. The four Commissioners present at the August 24th meeting all expressed support to include a 50m pool in the final design.

**NEXT STEPS**

An economic analysis for both programming scope and an operation & maintenance plan is underway. Once the economics analysis, the schematic design and the construction cost estimate are complete, staff will review and refine the project concept prior to proceeding to the Design Development stage of the project.

**PROJECT SCHEDULE**

The project schedule is as follows and contingent upon environmental clearance as well as securing funding:

- Design & Permits * Spring 2023
- Construction Start ** Fall 2023
- Construction Complete** July 2025

***Contingent upon environmental clearance**
****Contingent upon successful construction award**

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

The design and engineering services are contracted with ELS for an approved amount not to exceed $3,900,057. There is sufficient funding available from an existing appropriation of $5M in State grant funds (Fund 219) in the South Oxnard Aquatic Center Improvement Project (Project No. 225502) for this phase of the project.

The current CIP Budget (FY 22/23 and 23/24) approved by the City Council has identified a future General Fund Secured Bond issuance of $30 M for construction of the South Oxnard Aquatics Center. As noted above, the current cost estimate is greater than what is identified in the CIP budget. As such, the bond issuance amount, subject to the City Council's subsequent review and approval, will be net of total project cost after applying any grant amount available for the project. From a bond capacity, it should be noted that changes or higher construction project cost for South Oxnard Aquatic Center will limit future financing affordability of other City projects (e.g., aquatic center, fire stations, senior center, seawall, etc).

**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, Julie Estrada, Recreation Coordinator*

**ATTACHMENTS**

1. Conceptual Design Options
2. Aquatics Center Amenities and Program Comparison Chart 08.2022

**Agreement No. A-8456**

# SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2023 , by and between the City of Oxnard, a municipal corporation ("City"), and ELS ("Consultant"). This Second Amendment amends the Agreement entered into on April 25, 2022, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to "$3,975,057.".

2. The date in Section 5 of the Cover Page of the Agreement is hereby amended to "July 24, 2026".

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**

_____ _____

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

ATTEST:

_____ _____

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____

Stephen M. Fischer, City Date
Attorney (always required)

**ELS**

_____ 01/05/23

Clarence Mamuyac, President[2] Date

_____ 01/05/23

Gerald Navarro, Secretary Date

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

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

● For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

● For an LLC, the signatures of at least two managers of the LLC; 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*
*January 17, 2023*

# *Revision to the Conceptual Design for the*

# *South Oxnard Aquatics Center*



## *For January 17th Meeting:*

- Goals of the South Oxnard Aquatics Center
- Costs of the Alt B Concept Plan
  - Design (increases) & Geotechnical (new)
  - Value Engineering Recommendations
- Electrification
- Contract Amendment
- Financial Impact & Bonding
- Schedule

## *Community Driven GOALS for the South Oxnard Aquatics Center…..*

- Provide ample learn-to-swim opportunities; Develop a love for Water!
- Deliver diverse aquatics programming
- Ensure equity and access to large water
- Seek grants
- Strike a balance of construction investment and future operating cost

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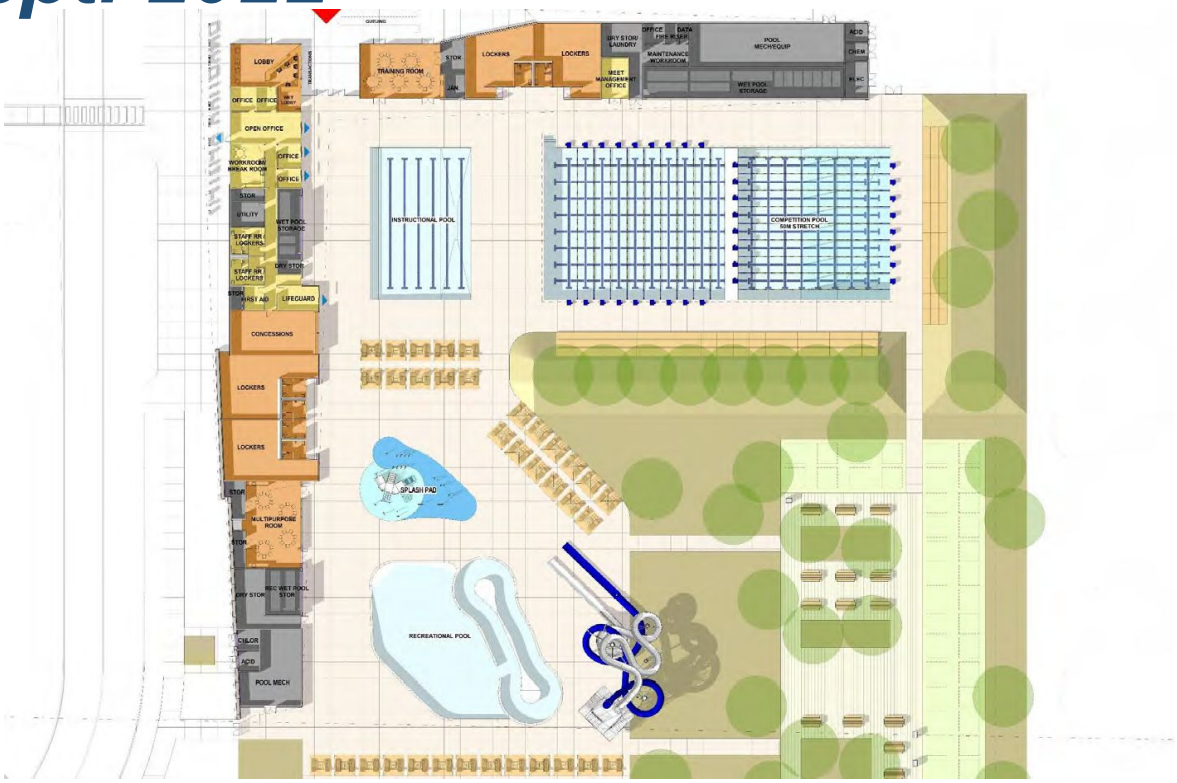
AQUATICS CENTER



## *Selected Concept Plan - Sept. 2022*



# Costs for the SOAC

| | |
|---|---|
| September 6th Budgetary Cost Estimate | $59,305,500 |
| Schematic Design Cost estimate | + $4,828,200 |
| 35% soft costs | +$1,689,870 |
| Geotechnical & Soil Remediation | +$3,000,000 |
| **Total Estimate** | **$68,823,570** |

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# Geotechnical & Soil Remediation - $3M

Proposed area for construction is in a liquefaction zone

- Recommenda ground stabilization to provide a higher level of probability that the SOAC will be useful after a high-intensity seismic event.
- This is estimated to cost $2M.

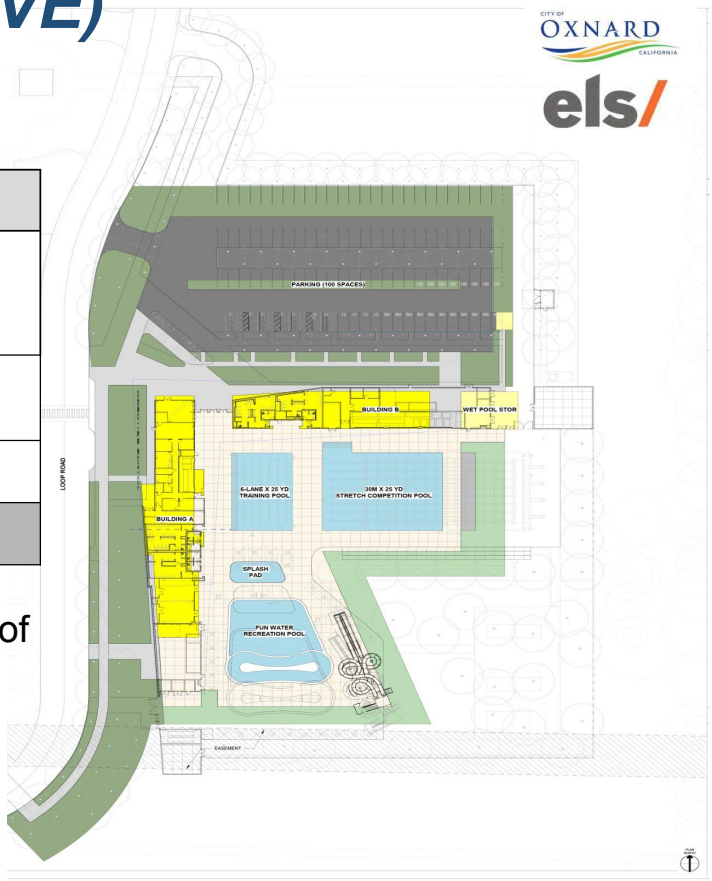
Preliminary hazardous material report suggests a need for soil remediation

- Until a final hazardous material report is done, staff estimates the cost of soil remediation to be about $1M.
- If the Environmental Site Assessment Phase II defines a larger and significant remediation requirement, the cost could be much higher, in the range of $5M-$10M.
- If remediation work is in excess of the $1M estimate, staff will return to the City Council with options

# Value Engineering (VE) Recommendations

| Value Engineering Recommendations | |
|---|---|
| Building Reductions | -$4,068,860 |
| Pools & Deck Reductions* | -$2,540,110 |
| Landscape Reductions | -$2,318,000 |
| | -$8,926,970 |

*Inclusive of a 30-meter pool in place of a 50- meter pool

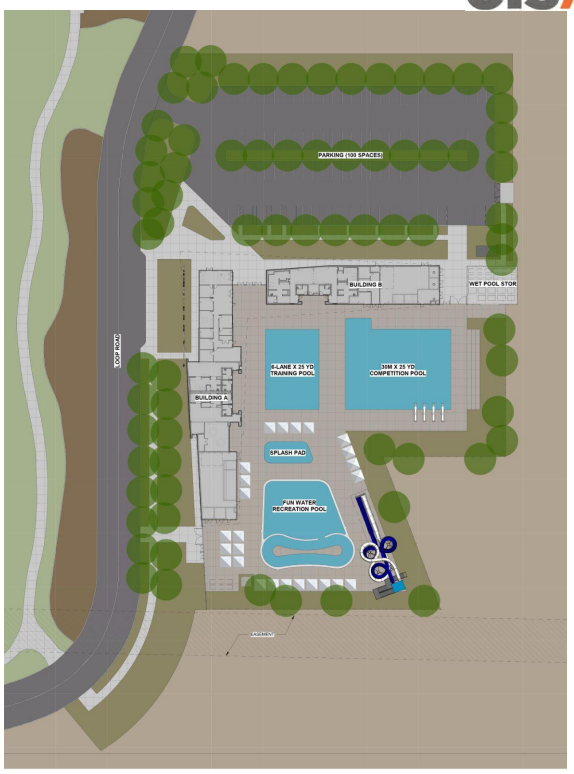





# Revised Concept Plan Jan. 2023

***Best Community Value:***

- Maintains majority of Council Selected elements programming
- Provides ample learn-to-swim opportunities; Develops a love for water!
- Delivers on diverse aquatics programming
- Ensures equity and access to large water
- Presents grant opportunities
- Strikes a balance of construction investment and future operating cost



# Programs

**Youth**

Parent & Me Swim Toddler Time Learn to
Swim Swim Team Diving
Water Polo Jr. Lifeguards
Summer Camps
Competition (Short and Long Course)

**Adults**

Lap Swim
Adult Swim Classes Aqua Yoga
Ahi Chi Aqua Spin
Deep Water Running Shallow Water Running
Aqua Fitness/Water Aerobics Masters

**Seniors and Individuals with Mobility Limitations**

Ahi Chi
Aqua Spin
Shallow Water Running
Aqua Fitness/Water Aerobics Summer
Walking Club (Lazy River)Aqua
Fitness/Water Aerobics Summer Walking
Club (Lazy River)

**Special Populations**

Partner Swim
Sensory Sensitivity in the Fun Water Learn to Swim
Challenger Swim Team

# Amenities

**Site Work**

Public Environment (unsecured)
Entry Plaza (Hardscape) Plaza
Fountain
Softscape Parking
Aquatics Environment
Built-in Bleachers
Pool Decking (Hardscape) Softscape
Picnic Decking

**Building**

Administration (Offices) Training
Room
Multi-Use Room Public
Spaces
Maintenance/Back of House Wet
Storage

**Pools**

50mx25yrd Stretch
Lessons Pool
Separate Spray Ground
Fun Water Pool (Zero Beach + Lazy River)
Double Slide

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# Costs for the Revised Concept

| Item | New 30-Meter Pool |
|---|---|
| Rough Order of Magnitude | $43,930,000 |
| Value Engineering | ($8,926,970) |
| New Schematic Design Cost Increase | $4,828,200 |
| Sub-total | $39,831,230 |
| Soft costs | $13,940,931 |
| Geotechnical & soil remediation | *$3,000,000 |
| **Total** | **$56,772,161** |

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# All Electric - Not recommended

- Upfront budget impacts would require eliminating aquatic elements or increasing the budget
- The Climate Action and Adaptation Plan does not require or rely on City facilities to be designed or operated as electric and electrification
- The estimated upfront costs for All Electric are estimated at $2,557,000 with a payback period of approximately 25 years
- A couple recent aquatics centers have been approved as all-electric in the State of California, none are actually in operation in California
- Uncertainty of engineering and operations in California and for the City
- The SOAC will adhere to CAL Green (Title 24) requirements related to higher efficiencies (CAAP Table 3-1 Annual GHG Reductions from Local Strategies by 2030).



# Financial Impact

- Current Agreement with ELS: $3,900,057.
  - ELS contingency has been depleted to a lower than normal level for this stage of the project due to City requests for extra services.
  - Increase Contract amount by $75,000; Total of not to exceed $3,975,057
  - Extend contract terms to July 25, 2026.
  - Sufficient funding available from an existing $5M appropriation in State grant funds for this phase of the project.

# Bonding

- CIP Budget approved by the City Council has identified a future General Fund Secured Bond for construction of the SOAC.
  - Changes or higher construction project costs for SOAC limit future financing affordability of other City projects
    - e.g. fire stations, senior center, seawall
  - Based on today's interest rates (subject to change), the annual debt service for the originally estimated $30M bond would be $2M
  - Sept 6th Option Alt B with a $50M bond at today's rates, would result in annual debt service of $3.4M.
  - This is an important factor considering many City facility needs.

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# Schedule

**Completed:**

- 12.11.2021 Community Event at College Park
- 06.29.2022 Community Workshop #1 + Survey
- 08.01.2022 Community Workshop #2
- 08.24.2022 Parks, Recreation and Community Services Commission
- 09.06.2022 City Council Meeting

**Next steps:**

| Activity | Original Schedule | Revised Schedule |
|---|---|---|
| Design & Permits * | Spring 2023 | Summer 2023 |
| Construction Start * | Fall 2023 | Winter 2024 |
| Construction Complete** | July 2025 | Winter 2026 |

*Contingent upon environmental clearance
**Contingent upon successful construction award

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# Recommendation

That the City Council:

1) Approve a revision to the approved conceptual design for the South Oxnard Aquatics Center (SOAC) Improvement Project (Project No. 225502) to include a 30-meter pool;
2) Approve an amendment to the professional services agreement with ELS Architecture + Urban Design in an amount of $75,000 for a total not to exceed amount of $3,975,057 and extend the contract terms to July 24, 2026; and
3) Find this project is currently undergoing California Environmental Quality Act Mitigated Negative Declaration (CEQA - MND) study pursuant to Title 14 of the California Code of Regulations Sections 15070 through 15075. The CEQA - MND will be completed and ready for final review and approval by the City Council at the time of construction award.

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