



City of Port Hueneme

PORT HUENEME CITY COUNCIL REGULAR MEETING

MARCH 7, 2016

**PORT HUENEME CITY HALL: 250 NORTH VENTURA ROAD
PORT HUENEME, CA 93041**

6:15 PM Pre-Agenda Session - Council Conference Room
(Agenda Item and Time Estimates Review - OPEN TO THE PUBLIC)

6:30 PM Open Session - City Council Chamber

A G E N D A

Public Communications: Each member of the public may speak on any item appearing on the Agenda or that is within the subject matter jurisdiction of the City Council. Speakers will be allowed three minutes per Agenda item to address the Council. Members of the public who want to address the Council should fill out a speaker card located on the back table in the City Council Chamber and provide the speaker card to the City Clerk. If a speaker wishes to address an item on the Agenda please note the Agenda item number or topic on the speaker card to ensure that you are called to speak before the Council takes action on the Agenda item. All speakers wishing to address the Council on items not on the Agenda will be called on to speak during the Open Forum portion of the Agenda.

1. **CALL TO ORDER (6:30 PM), FLAG SALUTE**
2. **INSPIRATION:** Council Member Tom Figg
3. **ROLL CALL**
4. **AGENDA:** (*Amend / Approve*)
5. **PRESENTATION:**
 - A. PROCLAMATION HONORING ERIK CORTEZ FOR HIS ASSISTANCE IN A WATER RESCUE AT HUENEME BEACH
Action: Present proclamation.
 - B. CERTIFICATES RECOGNIZING PORT HUENEME CITY EMPLOYEE OF THE YEAR AND POLICE OFFICER OF THE YEAR

Action: Present certificates to City Employee of the Year Peter Alcantar and Police Officer of the Year Christopher Gunter.

C. SAND REPLENISHMENT PROJECT UPDATE

Action: Presentation by Channel Islands Harbor Director Lyn Kreiger.

6. OPEN FORUM (30 Minutes)

The Council will hear public comments for a maximum of 30 minutes. A person may address the Council only on matters NOT appearing on the agenda and within the Council's subject matter jurisdiction. Anyone not able to address the Council before the 30 minutes expires may do so during the "Continuation of Open Forum" period just prior to adjournment of the meeting. The Council cannot enter into a detailed discussion or take any action on comments, but may refer them to the City Manager for follow up or scheduling on a subsequent agenda for discussion. Each speaker shall limit comments to three minutes.

7. CONSENT AGENDA:

A. APPROVAL OF MINUTES

Action: It is recommended the City Council approve the Minutes of the February 1, 2016 and February 16, 2016 Regular Meetings.

B. CASH DISBURSEMENTS RATIFICATION

Action: It is recommended the City Council ratify the cash disbursements listing for the period February 6, 2016 through February 25, 2016.

C. AUTHORIZATION TO SEEK BIDS FOR A THREE-YEAR FUEL PURCHASE CONTRACT, WITH TWO OPTIONAL ONE-YEAR EXTENSIONS, FOR CITY OPERATED VEHICLES AND EQUIPMENT

Action: It is recommended the City Council authorize staff to solicit bids for a fuel purchase contract for City operated vehicles and equipment.

D. AUTHORIZATION TO SOLICIT BIDS FOR TREE TRIMMING SERVICES

Action: It is recommended the City Council authorize solicitation of bids for a maintenance project entitled FY 15-16 Tree Trimming - Cash Contract No. 8001.

E. APPROVE LICENSE AGREEMENT WITH PORT HUENEME LITTLE LEAGUE FOR USE OF BASEBALL FIELDS AND FACILITIES AT BUBBLING SPRINGS PARK

Action: It is recommended the City Council authorize a license agreement with Port Hueneme Little League for one year, renewable annually, to provide youth baseball programs.

F. ADOPTION OF A RESOLUTION AUTHORIZING STAFF TO OPERATE THE SENIOR NUTRITION PROGRAM IN COOPERATION WITH THE COUNTY OF VENTURA

Action: It is recommended the City Council adopt the attached resolution authorizing the Deputy City Manager to operate the Senior Nutrition program in cooperation with the County of Ventura for Fiscal Years July 1, 2016 through June 30, 2017 (and renewable for FY 2017-18, FY 2018-19 and FY 2019-20).

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME AUTHORIZING THE DEPUTY CITY MANAGER, CARMEN NICHOLS, TO CONTRACT WITH THE VENTURA COUNTY AREA AGENCY ON AGING FOR THE CITY TO CONTINUE DAY-TO-DAY SITE OPERATIONS FOR THE SENIOR NUTRITION PROGRAM

8. CITY MANAGER REPORTS/COMMENTS

9. COUNCIL MEMBERS' REPORTS, COMMENTS, AND REQUESTS FOR FUTURE AGENDA ITEMS

10. CONTINUATION OF OPEN FORUM

The Council will allow a continuation of public comments, if necessary, due to exceeding the total time allotted in the earlier Open Forum section.

11. CLOSED SESSION: (None.)

ADJOURNMENT: Adjourn to the next Regular Meeting to be held March 21, 2016 at 6:30 p.m. in the City Council Chamber.

Copies of staff reports or other written documentation relating to each item of business referred to in this Agenda are available for public inspection in the Office of the City Clerk and on the City's website at www.cityofporthueneme.org. Materials received after agenda packet distributions are made available to the public on the City's website and in the City Clerk's office at the same time they are provided to the Council. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, CONTACT THE OFFICE OF THE CITY CLERK AT 986-6503 OR THE CALIFORNIA RELAY SERVICE. NOTICE 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ALLOW PARTICIPATION IN THIS MEETING.

**CITY OF PORT HUENEME
REGULAR MEETING OF THE CITY COUNCIL
PRE-AGENDA SESSION**

FEBRUARY 1, 2016

MINUTES

A Pre-Agenda Session of the City Council of the City of Port Hueneme was held at 6:15 p.m. in the Council Conference Room at City Hall, 250 North Ventura Road, Port Hueneme, California.

PRESENT: Council Members Tom Figg, Jim Hensley, Sylvia Muñoz Schnopp; Mayor Pro Tem Jonathan Sharkey; Mayor Douglas A. Breeze.

ABSENT: None.

Staff members present were: John Baker, Interim City Manager/City Clerk; Karl H. Berger, Deputy City Attorney; Carmen Nichols, Deputy City Manager (serving as Deputy City Clerk); Robert Albertson, Interim Chief of Police; Alvin Burrell, Interim Finance Director; Chris Theisen, Public Works Director.

Agenda items and time estimates were reviewed. No action was taken.

Respectfully submitted,

John Baker
Interim City Clerk

APPROVED:

MAYOR BREEZE

**CITY OF PORT HUENEME
REGULAR MEETING OF THE CITY COUNCIL**

FEBRUARY 1, 2016

MINUTES

The Regular Meeting of the Port Hueneme City Council was called to order by Mayor Breeze at 6:30 p.m. in the City Council Chamber at City Hall, 250 North Ventura Road, Port Hueneme, California. After the flag salute, Council Member Schnopp gave the Inspiration. The Deputy City Clerk called the roll:

PRESENT: Council Members Tom Figg, Jim Hensley, Sylvia Muñoz Schnopp; Mayor Pro Tem Jonathan Sharkey; Mayor Douglas A. Breeze.

ABSENT: None.

Staff members present were: John Baker, Interim City Manager/City Clerk; Karl H. Berger, Deputy City Attorney; Carmen Nichols, Deputy City Manager (serving as Deputy City Clerk); Robert Albertson, Interim Chief of Police; Alvin Burrell, Interim Finance Director; Chris Theisen, Public Works Director.

AGENDA:

The Council Members had previously received copies of the Agenda.

Mayor Pro Tem Sharkey, seconded by Council Member Schnopp, moved to approve the Agenda as presented. Motion carried unanimously.

PRESENTATION:

- A. UPDATE ON THE 2-1-1 PROGRAM
Action: Presentation by 2-1-1 Executive Director Tanya Kellam.

Ms. Kellam gave a presentation. Discussion ensued among the Council and Ms. Kellam.

OPEN FORUM:

Mayor Breeze asked if anyone present wished to speak on any matter not on the Agenda. The following persons requested to speak.

1. Betsy Stubin, Port Hueneme
Spoke in support of the Senior Exercise Class and asked the Council to continue funding the program.

2. Myrene Smith, Port Hueneme
Spoke in support of the Senior Exercise Class and asked the Council to continue funding the program.
3. Stephen Gama, Port Hueneme
Asked the Council to stay vigilant of beach sand erosion and ensure the federal government upholds its obligation for the biennial sand dredging/replenishment program.
4. Christian Diaz, Port Hueneme
Expressed concern about the speed of cars traveling on Clara Street. Discussion ensued among the Council and Mr. Diaz.
5. Amanda Fagan, NBVC Community Planning and Liaison Officer
Introduced herself to the Council and made various announcements regarding upcoming Base activities.
6. Sheryl Malone, Port Hueneme
Commented on the Senior Exercise Class and suggested the class participants, particularly non-residents, pay a fee.

CONSENT AGENDA:

- A. APPROVAL OF MINUTES
Action: It is recommended the City Council approve the Minutes of the January 19, 2016 Regular Meeting.
- B. CASH DISBURSEMENTS RATIFICATION
Action: It is recommended the City Council ratify the cash disbursements listing for the period January 9, 2016 through January 22, 2016.

Mayor Pro Tem Sharkey, seconded by Council Member Schnopp, moved to approve the Consent Agenda as presented. Motion carried 4-0-1 (Hensley abstained).

INTERIM CITY MANAGER:

- A. ORDINANCE NO. 721 ADJUSTING THE VERY LOW INCOME RESIDENTS UTILITY RATE REDUCTION PROGRAM
Action: It is recommended the City Council discuss its desire to eliminate the utility rate reduction program and/or adopt Ordinance No. 721 (previously introduced by title only, with further reading waived) that amends Port Hueneme Municipal Code Article VII, Chapter 1, Section 7113(a); Article VII, Chapter 2, Section 7160G(a); and Article VII,

Chapter 3, Section 7221.40(a), pertaining to the Very Low Income Rate Reduction Program.

The Interim City Manager gave a report. Discussion ensued among Council and staff.

Council Member Figg moved to eliminate the Very Low Income Rate Reduction Program via adoption of a different ordinance. The motion died for lack of a second.

Mayor Pro Tem Sharkey, seconded by Council Member Schnopp, moved to adopt Ordinance No. 721 as presented. Further discussion ensued. The motion carried 3-1-1 by the following roll call vote:

AYES: Council Member Schnopp, Mayor Pro Tem Sharkey, Mayor Breeze.

NOES: Council Member Figg.

ABSTAINING: Council Member Hensley.

ABSENT: None.

ORDINANCE NO. 721

AMENDING SECTION 7113(a) OF ARTICLE VII, CHAPTER 1; SECTION 7160G(a) OF ARTICLE VII, CHAPTER 2; AND SECTION 7221.40(a) OF ARTICLE VII, CHAPTER 3 OF THE PORT HUENEME MUNICIPAL CODE REGARDING THE VERY LOW INCOME RESIDENTS RATE REDUCTION

B. INTRODUCTION OF ORDINANCE AMENDING CITY PURCHASING PROCEDURES

Action: It is recommended the City Council introduce an ordinance amending various sections of Port Hueneme Municipal Code Article II, Chapter 6, Parts F and G, to update the City's Purchasing Procedures (last updated in 1999), to better conform with current practices (previously introduced by title only, with further reading waived).

The Interim City Manager gave a report. Discussion ensued among Council and staff.

Council Member Hensley, seconded by Mayor Pro Tem Sharkey, moved to adopt staff's recommendation and introduce the Ordinance as presented. The motion carried 5-0 by the following roll call vote:

AYES: Council Members Figg, Hensley, Schnopp; Mayor Pro Tem Sharkey, Mayor Breeze.

NOES: None.

ABSTAINING: None.

ABSENT: None.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, AMENDING VARIOUS SECTIONS OF ARTICLE II, CHAPTER 6, PARTS F AND G OF THE PORT HUENEME MUNICIPAL CODE, PERTAINING TO PURCHASING

C. INTRODUCTION OF ORDINANCE DELETING SECTION 2002 OF THE PORT HUENEME MUNICIPAL CODE

Action: It is recommended the City Council introduce an Ordinance deleting Section 2002 of the Port Hueneme Municipal Code eliminating the requirement for a pre-agenda session of the City Council (read by title only and waive further reading).

The Interim City Manager gave a report. Discussion ensued among Council and staff.

Mayor Pro Tem Sharkey, seconded by Council Member Schnopp, moved to adopt staff's recommendation and introduce the Ordinance as presented. The motion carried 5-0 by the following roll call vote:

AYES: Council Members Figg, Hensley, Schnopp;
Mayor Pro Tem Sharkey, Mayor Breeze.

NOES: None.

ABSTAINING: None.

ABSENT: None.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, AMENDING PORT HUENEME MUNICIPAL CODE ARTICLE II, CHAPTER 1, TO ELIMINATE SECTION 2002, REGARDING PRE-AGENDA SESSIONS

CITY MANAGER REPORTS/COMMENTS:

A. COUNCIL DIRECTION FOR AMENDING THE MARIJUANA ORDINANCE

Action: It is recommended the Council assess its desire to amend the recently adopted ordinance and take such additional, related action that may be desirable.

The Interim City Manager gave a report.

The following persons requested to speak.

1. Ken Hower, Port Hueneme
Urged the Council to allow patients to cultivate plants for their personal use, and to consider allowing a dispensary to open in the City.
2. James Devine, Ventura
Presented an alternative Ordinance for the Council's consideration.
3. Risa Horowitz, Ojai
Asked the Council to amend its Ordinance to allow delivery to medical marijuana patients. Discussion ensued among Council and Ms. Horowitz.
4. Jeffrey D. Kroll, Ojai
Urged the Council to allow delivery to medical marijuana patients.
5. Steven Gama, Port Hueneme
Spoke in support of allowing medical patients to use marijuana for pain.
6. Mari Scott, Port Hueneme
Spoke in support of allowing non-profit collectives to grow and deliver cannabis to medical patients.

Discussion ensued among Council and staff.

Mayor Breeze polled the Council as to their direction to staff on delivery, cultivation, and dispensaries of medical marijuana:

Breeze: in favor of allowing delivery.

Figg: in favor of allowing delivery and dispensaries; not in favor of cultivation.

Hensley: in favor of allowing delivery, controlled cultivation, and dispensaries.

Schnopp: not in favor of allowing cultivation or dispensaries; wants more information on delivery.

Sharkey: in favor of allowing delivery and cultivation.

Further discussion ensued.

B. DIRECTION REGARDING HIRING OF EXECUTIVE RECRUITER FOR CITY MANAGER

Action: It is recommended the Council discuss the hiring of an executive recruiter for the City Manager position and take such additional, related action that may be desirable.

The Interim City Manager gave a report. No action was taken.

COUNCIL MEMBERS' REPORTS, COMMENTS, AND REQUESTS FOR FUTURE AGENDA ITEMS:

Council Member Schnopp reported on attending recent meetings of the Ventura Council of Governments (VCOG) and Economic Development Collaborative of Ventura County (EDC-VC).

Council Member Hensley submitted a list of his recent events.

Council Member Figg commented on staff's follow-up of resident issues raised during Open Forum. Discussion ensued among Council and staff.

Mayor Breeze requested an update on the sand replenishment project and speeds/safety on Clara Street.

Mayor Pro Tem Sharkey announced that the upcoming Amgen Tour of California bike race will go through the City of Port Hueneme. He also reported on the recent annual Alaska Airlines Flight 261 memorial ceremony and a ribbon cutting-ceremony of the new Gold Coast Transit Customer Service Center.

CONTINUATION OF OPEN FORUM:

The following person requested to speak.

1. Tamah Figg, Port Hueneme
Requested the Council rename the Civic Center after former longtime City Manager John Richard "Dick" Velthoen.

CLOSED SESSION: None.

ADJOURNMENT:

Mayor Breeze, without objection, adjourned the meeting at 8:34 p.m. to the next Regular Meeting to be held February 16, 2016 at 6:30 p.m. in the City Council

Chamber, preceded by a Pre-Agenda Session at 6:15 p.m. in the Council Conference Room.

Respectfully submitted,

John Baker
Interim City Clerk

APPROVED:

MAYOR BREEZE

**CITY OF PORT HUENEME
REGULAR MEETING OF THE CITY COUNCIL
PRE-AGENDA SESSION**

FEBRUARY 16, 2016

MINUTES

A Pre-Agenda Session of the City Council of the City of Port Hueneme was held at 6:19 p.m. in the Council Conference Room at City Hall, 250 North Ventura Road, Port Hueneme, California.

PRESENT: Council Members Tom Figg, Jim Hensley; Mayor Pro Tem Jonathan Sharkey; Mayor Douglas A. Breeze.

ABSENT: Council Member Sylvia Muñoz Schnopp.

Staff members present were: John Baker, Interim City Manager/City Clerk; Mark D. Hensley, City Attorney; Carmen Nichols, Deputy City Manager; Robert Albertson, Interim Chief of Police; Alvin Burrell, Interim Finance Director; Chris Theisen, Public Works Director; Cammeo Jupp, Human Resources Analyst (serving as Deputy City Clerk).

Agenda items and time estimates were reviewed. No action was taken.

Respectfully submitted,

John Baker
Interim City Clerk

APPROVED:

MAYOR BREEZE

**CITY OF PORT HUENEME
REGULAR MEETING OF THE CITY COUNCIL**

FEBRUARY 16, 2016

MINUTES

The Regular Meeting of the Port Hueneme City Council was called to order by Mayor Breeze at 6:32 p.m. in the City Council Chamber at City Hall, 250 North Ventura Road, Port Hueneme, California. After the flag salute, Mayor Pro Tem Sharkey gave the Inspiration. The Deputy City Clerk called the roll:

PRESENT: Council Members Tom Figg, Jim Hensley; Mayor Pro Tem Jonathan Sharkey; Mayor Douglas A. Breeze.

ABSENT: Council Member Sylvia Muñoz Schnopp.

Mayor Breeze excused Council Member Schnopp's absence.

Staff members present were: John Baker, Interim City Manager/City Clerk; Mark D. Hensley, City Attorney; Carmen Nichols, Deputy City Manager; Robert Albertson, Interim Chief of Police; Alvin Burrell, Interim Finance Director; Chris Theisen, Public Works Director; Cammeo Jupp, Human Resources Analyst (serving as Deputy City Clerk).

AGENDA:

The Council Members had previously received copies of the Agenda.

Council Member Figg requested Consent Item A be pulled for discussion.

Council Member Figg, seconded by Council Member Hensley, moved to approve the Agenda as amended. Motion carried unanimously.

PRESENTATION:

- A. VENTURA COUNTY TRANSPORTATION COMMISSION:
PROPOSED HALF-CENT SALES TAX MEASURE
Action: Presentation by VCTC Executive Director Darren Kettle.

Mr. Kettle gave a presentation. Discussion ensued among the Council and Mr. Kettle. The following persons requested to speak.

- 1. Eileen Tracy, Port Hueneme
Requested clarification on the proposed half-cent sales tax. Mr. Kettle responded to her questions.

2. Steven Gama, Port Hueneme
Requested clarification on installing carpool lanes and collecting gas tax from “green” car drivers. Mr. Kettle responded.

OPEN FORUM:

Mayor Breeze asked if anyone present wished to speak on any matter not on the Agenda. The following persons requested to speak.

1. Chelsea Sutula, Ventura
Spoke in support of making medicinal cannabis available to medical patients.
2. Mari Scott, Port Hueneme
Thanked the Council for considering amending its recently-adopted Ordinance regarding medical marijuana, and offered some suggestions for a new ordinance.

CONSENT AGENDA:

- A. CASH DISBURSEMENTS RATIFICATION
Action: It is recommended the City Council ratify the cash disbursements listing for the period January 23, 2016 through February 5, 2016.

Council Member Figg made some comments and discussion ensued among Council and staff.

Council Member Figg, seconded by Mayor Pro Tem Sharkey, moved to approve the Consent Agenda as presented. Motion carried 5-0.

INTERIM CHIEF OF POLICE:

- A. 2015 YEAR-END REPORT
Action: Presentation by the Interim Chief of Police (informational only).

The Interim Chief of Police gave a presentation. Discussion ensued among Council and staff. The following persons requested to speak.

1. Eileen Tracy, Port Hueneme
Commented on various points of the presentation. The Interim Chief responded to her questions. Further discussion ensued.
2. Steven Gama, Port Hueneme
Commented on decreased police presence in the beach area. The Interim Chief responded.

INTERIM CITY MANAGER:

A. **ADOPT ORDINANCE NO. 723 AMENDING CITY PURCHASING PROCEDURES**

Action: It is recommended the City Council adopt Ordinance No. 723 amending various sections of Port Hueneme Municipal Code Article II, Chapter 6, Parts F and G, to update the City's Purchasing Procedures (last updated in 1999), to better conform with current practices (previously introduced by title only, with further reading waived).

The Interim City Manager gave a report.

Mayor Pro Tem Sharkey, seconded by Council Member Hensley, moved to adopt Ordinance No. 723 as presented. The motion carried 4-0 by the following roll call vote:

AYES: Council Members Figg, Hensley; Mayor Pro Tem Sharkey; Mayor Breeze.

NOES: None.

ABSTAINING: None.

ABSENT: Council Member Schnopp.

ORDINANCE NO. 723

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, AMENDING VARIOUS SECTIONS OF ARTICLE II, CHAPTER 6, PARTS F AND G OF THE PORT HUENEME MUNICIPAL CODE, PERTAINING TO PURCHASING

B. **ADOPT ORDINANCE NO. 724 DELETING SECTION 2002 OF THE PORT HUENEME MUNICIPAL CODE**

Action: It is recommended the City Council adopt Ordinance No. 724 deleting Section 2002 of the Port Hueneme Municipal Code eliminating the requirement for a pre-agenda session of the City Council (previously introduced by title only, with further reading waived).

Council Member Hensley, seconded by Mayor Pro Tem Sharkey, moved to adopt Ordinance No. 724 as presented. Further discussion ensued. The motion carried 4-0 by the following roll call vote:

AYES: Council Members Figg, Hensley; Mayor Pro Tem Sharkey; Mayor Breeze.

NOES: None.

ABSTAINING: None.

ABSENT: Council Member Schnopp.

ORDINANCE NO. 724

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, AMENDING PORT HUENEME MUNICIPAL CODE ARTICLE II, CHAPTER 1, TO ELIMINATE SECTION 2002, REGARDING PRE-AGENDA SESSIONS

C. AUTHORIZE THE HIRING OF EXECUTIVE RECRUITER FOR PERMANENT CITY MANAGER

Action: It is recommended the City Council authorize the Interim City Manager to hire Avery Associates to recruit a permanent City Manager.

The Interim City Manager gave a report. Discussion ensued among Council and staff.

Council Member Hensley, seconded by Mayor Pro Tem Sharkey, moved to approve staff's recommendation as presented. Further discussion ensued. Motion carried 4-0 by the following roll call vote:

AYES: Council Members Figg, Hensley; Mayor Pro Tem Sharkey; Mayor Breeze.

NOES: None.

ABSTAINING: None.

ABSENT: Council Member Schnopp.

D. WATER RATE REPORT

Action: It is recommended the City Council receive and file a report regarding water rates.

The Interim City Manager gave a report. Discussion ensued among Council and staff.

Mayor Pro Tem Sharkey, seconded by Council Member Hensley, moved to receive and file the report as presented. Motion carried 4-0 (Schnopp absent).

CITY MANAGER REPORTS/COMMENTS:

The Interim City Manager gave a brief report on upcoming bike race events coming through the City and announced there will be a report on the sand replenishment program at the next meeting.

COUNCIL MEMBERS' REPORTS, COMMENTS, AND REQUESTS FOR FUTURE AGENDA ITEMS:

Council Member Hensley submitted a list of his recent events.

Mayor Pro Tem Sharkey discussed the County of Ventura's threatened lawsuit against the City of Moorpark over truck routes, and Broad Beach's request for sand from Ventura Harbor.

Council Member Figg acknowledged the Deputy City Clerk.

CONTINUATION OF OPEN FORUM: No one requested to speak.

CLOSED SESSION: None.

ADJOURNMENT:

Mayor Breeze, without objection, adjourned the meeting at 8:53 p.m. to the next Regular Meeting to be held March 7, 2016 at 6:30 p.m. in the City Council Chamber, preceded by a Pre-Agenda Session at 6:15 p.m. in the Council Conference Room.

Respectfully submitted,

John Baker
Interim City Clerk

APPROVED:

MAYOR BREEZE

CITY OF PORT HUENEME
CASH DISBURSEMENTS
For the period February 6, 2016 through February 25, 2016

March 7, 2016

Presented are the cash disbursements issued by the Finance Dept. for the period February 6, 2016 through February 25, 2016. Shown are cash disbursements by date of occurrence and type of payment.

Date	Type of Payment	Attachment	Amount
February 11, 2016	A/P Checks 106242-106347	A	\$201,259.99
February 19, 2016	EFT Transaction 4848 A/P Checks 106348-106372	B	\$257,750.12
February 19, 2016	Payroll Distribution	C	\$222,822.73
February 19, 2016	Payroll Distribution	D	\$10,260.76
February 25, 2016	A/P Checks 106373-106474	E	\$186,633.92
Total			<u>\$878,727.52</u>

Transactions for 2/11/2016

Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
AAA PROPANE SERVICE, INC	FLEET SUPPLIES	2/11/2016	106242	57.46
ACCESS INFORMATION MANAGEMENT	AUG'15 SERVICE	2/11/2016	106243	1,367.03
ADS, LLC	DEC'15 SERVICE	2/11/2016	106244	1,368.00
AFTERMATH, INC	1/24/16 SERVICE	2/11/2016	106245	245.00
AFTERMATH, INC	1/18/16 SERVICE	2/11/2016	106245	245.00
AGROMIN	ACORN BARK	2/11/2016	106246	472.72
AIRPORT TOWING	CITY YARD	2/11/2016	106247	215.00
AIRPORT TOWING	CITY YARD	2/11/2016	106247	1,687.50
AIRPORT TOWING	CITY YARD	2/11/2016	106247	1,042.96
ALBERTSON, ROBERT	TRAVEL REIMBURSEMENT	2/11/2016	106248	835.36
ALL CITY MANAGEMENT SERVICES, INC	1/17/16-1/30/16 SERVICE	2/11/2016	106249	3,002.40
ALL CITY MANAGEMENT SERVICES, INC	1/3/16-1/16/16 SERVICE	2/11/2016	106249	3,002.40
ALL-AIRE	AC REPAIRS	2/11/2016	106250	921.00
ALL-PHASE ELECTRIC	FM SUPPLIES	2/11/2016	106251	34.74
AMREP INC	AUTOMOTIVE PARTS	2/11/2016	106252	993.49
AQUA-FLO SUPPLY	LANDSCAPE SUPPLIES	2/11/2016	106253	213.84
AQUA-FLO SUPPLY	RAINBIRDS 6" POP-UP BODY	2/11/2016	106253	209.63
ARIES INDUSTRIES INC./CCV	CCTV SUPPLIES	2/11/2016	106254	133.97
ARIES INDUSTRIES INC./CCV	CCTV SUPPLIES	2/11/2016	106254	1,352.43
ARIES INDUSTRIES INC./CCV	CCTV SUPPLIES	2/11/2016	106254	171.99
ARROWHEAD SCIENTIFIC, INC	NIK TEST KITS	2/11/2016	106255	317.37
ASSOCIATION OF WATER AGENCIES	WATERWISE	2/11/2016	106256	50.00
ASSOCIATION OF WATER AGENCIES	WATERWISE	2/11/2016	106256	25.00
BAKERSFIELD PIPE AND SUPPLY, INC	MULTIPURPOSE GREASE	2/11/2016	106257	324.00
MISC AP VENDOR	FINAL BILL REFUND	2/11/2016	106258	39.51
CAIN, LINDA	JAN'16 MEAL DELIVERIES	2/11/2016	106259	6.48
CALIFORNIA CODE CHECK, INC.	ON-SITE BUILDING OFFICIAL	2/11/2016	106260	2,540.00
CALIFORNIA WOOD RECYCLING	JANUARY 1-15, 2016	2/11/2016	106261	1,173.71
CAPCO ANALYTICAL SERVICES, INC	DEC'15 SERVICE	2/11/2016	106262	1,766.00
CAPCO ANALYTICAL SERVICES, INC	DEC'15 SERVICE	2/11/2016	106262	310.00
CHAMBER OF COMMERCE PORT HUENEME	BREAKFAST 2/17/16	2/11/2016	106263	17.00
CHANNEL ISLANDS DO IT BEST	FM SUPPLIES	2/11/2016	106264	8.24
CITY OF OXNARD	230981-253278 UTIL BILL	2/11/2016	106265	78,821.00
CLARK, LA TUNYA	JAN'16 DANCE CLASSES	2/11/2016	106266	360.00
CLASSIC TUB REPAIRS, INC	REFINISH COUNTER TOP	2/11/2016	106267	275.00
COMMANDER PRINTED PRODUCTS	DECALS	2/11/2016	106268	1,981.91
COMPUTER LOGISTICS CORPORATION	JAN'16 SERVICE	2/11/2016	106269	54.00
CORNWALL SECURITY SERVICES, INC	HERNANDEZ PARTY	2/11/2016	106270	1,152.00
COUNTY OF VENTURA ENVIRONMENTAL	CROSS CONNECTION CONTRACT	2/11/2016	106271	1,373.88
COUNTY OF VENTURA IT SVCS DEPT	DEC'15 SERVICES	2/11/2016	106272	662.83
COUNTY OF VENTURA IT SVCS DEPT	DEC'15 SERVICES	2/11/2016	106272	19.50
COUNTY OF VENTURA IT SVCS DEPT	DEC'15 SERVICES	2/11/2016	106272	190.60
CWEA MEMBERSHIP	CWEA CERT/MBRSHIP RENEWAL	2/11/2016	106273	245.00
DATA FLOW	W-2 FORMS	2/11/2016	106274	129.79
DAVE WILKES TRANSMISSIONS, INC	SERVICE TRANSMISSION	2/11/2016	106275	273.40
DAVE WILKES TRANSMISSIONS, INC	AUTOMOTIVE REPAIRS 81211	2/11/2016	106275	3,030.62
DELL MARKETING LP	MONITORS	2/11/2016	106276	243.85

Transactions for 2/11/2016

Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
DELL MARKETING LP	COMPUTER SYSTEMS	2/11/2016	106276	1,734.27
DEPARTMENT OF JUSTICE ACCT OFFICE	JAN'16 FINGERPRINTS	2/11/2016	106277	275.00
DOCUPRODUCTS CORPORATION	10/10/15-1/9/16 OVERAGE	2/11/2016	106278	572.29
DON & TOM'S FRONT END	AUTOMOTIVE REPAIRS	2/11/2016	106279	85.00
DUNN-EDWARDS CORPORATION	FM SUPPLIES	2/11/2016	106280	147.81
ENTERSECT	JAN'16 SERVICE	2/11/2016	106281	75.00
FAMCON PIPE SUPPLY INC	WATER SUPPLIES	2/11/2016	106282	64.50
GENERAL BUILDING MANAGEMENT CO, INC	JAN'16 SERVICE	2/11/2016	106283	3,066.92
GENERAL BUILDING MANAGEMENT CO, INC	JAN'16 SERVICE	2/11/2016	106283	38.40
GIBBS INTERNATIONAL, INC	MIRROR	2/11/2016	106284	258.03
GOLD COAST TRANSIT	JAN'16 TICKET SALES	2/11/2016	106285	495.00
GRAINGER INC	LANDSCAPE SUPPLIES	2/11/2016	106286	200.68
GRAINGER INC	SOLID WASTE SUPPLIES	2/11/2016	106286	91.63
GRANITE CONSTRUCTION COMPANY	DUMP FEES	2/11/2016	106287	85.94
GREEN THUMB INTERNATIONAL INC	PULASKI AXES	2/11/2016	106288	96.73
GREEN THUMB INTERNATIONAL INC	PULASKI AXES	2/11/2016	106288	96.73
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PARTS	2/11/2016	106289	45.04
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PARTS	2/11/2016	106289	8.94
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PARTS	2/11/2016	106289	226.08
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PARTS	2/11/2016	106289	19.16
HERNANDEZ, MARIA	SECURITY DEPOSIT REFUND	2/11/2016	106290	500.00
HOME DEPOT CREDIT SERVICES	FM SUPPLIES	2/11/2016	106291	83.55
HOME DEPOT CREDIT SERVICES	FM SUPPLIES	2/11/2016	106291	20.31
HOME DEPOT CREDIT SERVICES	FM SUPPLIES	2/11/2016	106291	59.57
HOME DEPOT CREDIT SERVICES	FM SUPPLIES	2/11/2016	106291	117.65
HOME DEPOT CREDIT SERVICES	FM SUPPLIES	2/11/2016	106291	11.73
HOME DEPOT CREDIT SERVICES	STREETS SUPPLIES	2/11/2016	106291	193.74
HOME DEPOT CREDIT SERVICES	STREETS SUPPLIES	2/11/2016	106291	181.21
HOME DEPOT CREDIT SERVICES	STREETS SUPPLIES	2/11/2016	106291	684.68
HOME DEPOT CREDIT SERVICES	STREETS SUPPLIES	2/11/2016	106291	18.25
HOME DEPOT CREDIT SERVICES	WATER SUPPLIES	2/11/2016	106291	30.57
HOME DEPOT CREDIT SERVICES	WATER SUPPLIES	2/11/2016	106291	70.50
HOME DEPOT CREDIT SERVICES	WATER SUPPLIES	2/11/2016	106291	59.52
HOSE-MAN, INC	REPAIR PARTS	2/11/2016	106292	221.41
HOUSE SANITARY SUPPLY INC	JANITORIAL SUPPLIES	2/11/2016	106293	150.02
HOUSE SANITARY SUPPLY INC	TRASH LINERS	2/11/2016	106293	1,423.19
HUB INTERNATIONAL	JAN'16 LIABILITY INS	2/11/2016	106294	842.32
INGLIS POLICE DOG ACADEMY	K-9 TRAINING	2/11/2016	106295	750.00
JIM GILL FLOORING, INC	FURNISH & INSTALL CARPET	2/11/2016	106296	450.00
JOBS AVAILABLE	DISPLAY AD	2/11/2016	106297	195.00
JOHNSON, JAMES	REIMBURSE FOR FENCE	2/11/2016	106298	38.50
KATZ, NORMAN	JAN'16 SERVICE	2/11/2016	106299	750.00
KIMBALL MIDWEST	FLEET SUPPLIES	2/11/2016	106300	260.40
KLOERIS, SHARON	JAN'16 CLASSES	2/11/2016	106301	440.00
LEVEL 4 SERVICES, INC.	JAN'16 SERVICE	2/11/2016	106302	43.90
MISC AP VENDOR	SECURITY DEPOSIT REFUND	2/11/2016	106303	400.00
MISC AP VENDOR	SECURITY DEPOSIT REFUND	2/11/2016	106303	1,000.00

Transactions for 2/11/2016

Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
LTM INDUSTRIES, INC	AUTOMOTIVE REPAIRS	2/11/2016	106304	262.80
LTM INDUSTRIES, INC	AUTOMOTIVE REPAIRS	2/11/2016	106304	525.00
LTM INDUSTRIES, INC	AUTOMOTIVE REPAIRS	2/11/2016	106304	225.00
LTM INDUSTRIES, INC	AUTOMOTIVE REPAIRS	2/11/2016	106304	1,329.60
LTM INDUSTRIES, INC	AUTOMOTIVE REPAIRS	2/11/2016	106304	921.72
MAGES, PATRICIA ANN	JAN'16 SERVICES	2/11/2016	106305	375.00
MAGES, PATRICIA ANN	FEB'16 SERVICES	2/11/2016	106305	375.00
MANN, JACKIE	JAN'16 MEAL DELIVERIES	2/11/2016	106306	6.48
MASON'S SAW AND LAWN MOWER SVC INC	LANDSCAPE SUPPLIES	2/11/2016	106307	176.66
MIDWAY APPLIANCE PARTS	IGNITER OVEN	2/11/2016	106308	75.60
MONTGOMERY HARDWARE CO	FM SUPPLIES	2/11/2016	106309	37.41
MUNICIPAL CODE CORPORATION	SUPPLEMENT PAGES	2/11/2016	106310	496.80
MUNICIPAL MAINTENANCE EQUIPMENT	VACTOR SUPPLIES	2/11/2016	106311	2,238.30
MUNICIPAL MAINTENANCE EQUIPMENT	VACTOR SUPPLIES	2/11/2016	106311	173.59
NELL, KIT	JAN'16 STREETS WORKSHOP	2/11/2016	106312	151.71
NELL, KIT	ENGINEERS LICENSE RENEWAL	2/11/2016	106312	116.00
MISC AP VENDOR	NORTHRUP GRUMMAN	2/11/2016	106313	4,565.39
OFFICE DEPOT	OFFICE SUPPLIES	2/11/2016	106314	-5.59
OFFICE DEPOT	OFFICE SUPPLIES	2/11/2016	106314	51.06
OFFICE DEPOT	OFFICE SUPPLIES	2/11/2016	106314	70.32
OFFICE DEPOT	OFFICE SUPPLIES	2/11/2016	106314	132.75
OFFICE DEPOT	OFFICE SUPPLIES	2/11/2016	106314	325.85
OFFICE DEPOT	OFFICE SUPPLIES	2/11/2016	106314	163.98
ONDEMAND EMPLOYMENT GROUP, LLC	1/18/16-1/24/16 SERVICES	2/11/2016	106315	1,449.70
OXNARD AUTO SUPPLY	LANDSCAPE SUPPLIES	2/11/2016	106316	33.86
OXNARD AUTO SUPPLY	AUTOMOTIVE PARTS	2/11/2016	106316	7.42
OXNARD AUTO SUPPLY	AUTOMOTIVE PARTS	2/11/2016	106316	7.52
PARADISE CHEVROLET	AUTOMOTIVE REPAIRS	2/11/2016	106317	851.62
PARADISE CHEVROLET	AUTOMOTIVE SUPPLIES	2/11/2016	106317	56.66
PARTEK SOLUTIONS, INC	SALES TAX	2/11/2016	106318	-54.00
PARTEK SOLUTIONS, INC	ENVELOPES	2/11/2016	106318	820.88
PARTEK SOLUTIONS, INC	ACCRUE SALES TAX	2/11/2016	106318	54.00
PEREZ, JOSE	DETAIL CHEVY COLORADO	2/11/2016	106319	95.00
PEREZ, JOSE	DETAIL CHEVY COLORADO	2/11/2016	106319	95.00
PEREZ, JOSE	DETAIL CHEVY COLORADO	2/11/2016	106319	85.00
PEREZ, JOSE	DETAIL PATROL	2/11/2016	106319	75.00
PEREZ, JOSE	2/5/16 FM CAR WASH	2/11/2016	106319	75.00
PEREZ, JOSE	2/5/16 PD PAT CAR WASH	2/11/2016	106319	102.00
PEREZ, JOSE	2/5/16 PW ENG CAR WASH	2/11/2016	106319	30.00
PEREZ, JOSE	2/8/16 CD BLD CAR WASH	2/11/2016	106319	15.00
PEREZ, JOSE	2/8/16 CD PK CAR WASH	2/11/2016	106319	27.00
PEREZ, JOSE	2/8/16 PD ADM CAR WASH	2/11/2016	106319	114.00
PEREZ, JOSE	1/29/16 PD ADM CAR WASH	2/11/2016	106319	12.00
PEREZ, JOSE	1/29/16 PD PAT CAR WASH	2/11/2016	106319	102.00
PORT HUENEME MARINE SUPPLY	FM SUPPLIES	2/11/2016	106320	21.30
PORT HUENEME MARINE SUPPLY	FM SUPPLIES	2/11/2016	106320	98.55
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	2/11/2016	106320	13.90

Transactions for 2/11/2016

Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	2/11/2016	106320	3.67
PORT HUENEME MARINE SUPPLY	UPS SHIP/BCP	2/11/2016	106320	16.20
PORT HUENEME MARINE SUPPLY	LANDSCAPE SUPPLIES	2/11/2016	106320	8.62
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	2/11/2016	106320	62.21
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	2/11/2016	106320	18.53
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	2/11/2016	106320	4.55
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	2/11/2016	106320	8.09
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	2/11/2016	106320	13.41
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	2/11/2016	106320	12.96
PORT HUENEME MARINE SUPPLY	UPS SHIP/ARIES IND	2/11/2016	106320	15.09
PORT HUENEME MARINE SUPPLY	TORX KEY SET/ELECT TAPE	2/11/2016	106320	67.93
PORT HUENEME MARINE SUPPLY	LATEX GLOVES	2/11/2016	106320	96.88
PORT HUENEME MARINE SUPPLY	REFUSE SUPPLIES	2/11/2016	106320	15.64
PORT HUENEME MARINE SUPPLY	REFUSE SUPPLIES	2/11/2016	106320	5.82
PORT HUENEME MARINE SUPPLY	AUTOMOTIVE PART	2/11/2016	106320	7.33
PORT HUENEME MARINE SUPPLY	AUTOMOTIVE PARTS	2/11/2016	106320	11.74
PORT HUENEME, CITY OF	2671-1032836 UTIL BILL	2/11/2016	106321	414.30
PORT HUENEME, CITY OF	2671-1032834 UTIL BILL	2/11/2016	106321	311.26
PORT HUENEME, CITY OF	2671-1032832 UTIL BILL	2/11/2016	106321	498.02
PORT HUENEME, CITY OF	2671-1032830 UTIL BILL	2/11/2016	106321	633.82
PORT HUENEME, CITY OF	22341-1030632 UTIL BILL	2/11/2016	106321	200.77
PORT HUENEME, CITY OF	16173-1030962 UTIL BILL	2/11/2016	106321	200.77
PRAXAIR DISTRIBUTING INC	INDUSTRIAL ACETYLENE	2/11/2016	106322	193.05
PROFORCE LAW ENFORCEMENT	TASERS	2/11/2016	106323	362.29
ROSS DIVERSIFIED INSURANCE SERVICES	902-904 MAPLEWOOD WAY	2/11/2016	106324	224.65
SANTA MARIA TIRE INC	DISPOSAL FEE	2/11/2016	106325	20.00
SANTA MARIA TIRE INC	TIRES	2/11/2016	106325	1,307.47
SANTA MARIA TIRE INC	TIRES	2/11/2016	106325	1,099.58
SANTA MARIA TIRE INC	TIRES	2/11/2016	106325	822.43
SANTA MARIA TIRE INC	DISPOSAL FEE	2/11/2016	106325	32.00
SANTA MARIA TIRE INC	TIRES	2/11/2016	106325	577.98
SOUTHERN COUNTIES FUELS	700 GALS DIESEL/500 GAS	2/11/2016	106326	2,316.81
SOUTHERN COUNTIES FUELS	1000 GALS DIESEL/766 GAS	2/11/2016	106326	3,079.84
SOUTHERN COUNTIES FUELS	500 GALS DIESEL/400 GAS	2/11/2016	106326	1,618.34
STAN BILCHIK CARPET CO, INC	249 E A ST #5	2/11/2016	106327	1,110.00
STARNET DATA DESIGN, INC	FIREWALL BACK UP RENEWAL	2/11/2016	106328	6,879.00
STERICYCLE, INC	FEB'16 SERVICE	2/11/2016	106329	110.45
SUNGARD PUBLIC SECTOR INC	FEB'16 SERVICE	2/11/2016	106330	7,722.94
TRAFFIC TECHNOLOGIES LLC	STREETS SUPPLIES	2/11/2016	106331	341.19
TRAFFIC TECHNOLOGIES LLC	STREETS SUPPLIES	2/11/2016	106331	567.11
TRAFFIC TECHNOLOGIES LLC	STREETS SUPPLIES	2/11/2016	106331	172.26
TRAFFIC TECHNOLOGIES LLC	STREETS SUPPLIES	2/11/2016	106331	91.53
TRAFFIC TECHNOLOGIES LLC	STREETS SUPPLIES	2/11/2016	106331	689.04
TRAFFIC TECHNOLOGIES LLC	SAFETY VEST	2/11/2016	106331	23.71
TRI-COUNTY SENTRY	LEGAL NOTICE	2/11/2016	106332	57.75
TRI-COUNTY SENTRY	LEGAL NOTICE	2/11/2016	106332	714.00
TURBYVILLE, RITA	1099 ENVELOPE REIMBURSE	2/11/2016	106333	187.79

Transactions for 2/11/2016

Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
UNDERGROUND SERVICE ALERT	JAN'16 NEW TICKET CHARGES	2/11/2016	106334	42.00
UNITED SITE SERVICES OF CA INC	1/25/16-2/21/16 SERVICE	2/11/2016	106335	94.51
UNITED SITE SERVICES OF CA INC	1/13/16-2/9/16 SERVICE	2/11/2016	106335	153.22
UNIVAR USA, INC	SODIUM HYDROXIDE	2/11/2016	106336	2,883.60
URBAN RESTORATION GROUP US, INC	FM SUPPLIES	2/11/2016	106337	712.95
URENA, ERIKA	1725 7TH PL R-1360-02	2/11/2016	106338	230.00
USABLUBOOK	HONEYWELL CHART RECORDER	2/11/2016	106339	2,594.74
VELOCITY TRUCK CENTER	AUTOMOTIVE REPAIRS 9119	2/11/2016	106340	2,993.28
VELOCITY TRUCK CENTER	AUTOMOTIVE REPAIRS 9121	2/11/2016	106340	6,096.09
VELOCITY TRUCK CENTER	AUTOMOTIVE REPAIRS	2/11/2016	106340	1,304.89
VELOCITY TRUCK CENTER	AUTOMOTIVE REPAIRS	2/11/2016	106340	350.12
VELOCITY TRUCK CENTER	AUTOMOTIVE REPAIRS	2/11/2016	106340	350.12
VELOCITY TRUCK CENTER	AUTOMOTIVE PART	2/11/2016	106340	8.33
VENTEK INTERNATIONAL	FEB '16 USAGE	2/11/2016	106341	270.00
VENTURA COUNTY PROBATION AGENCY	JAN'15 SERVICES	2/11/2016	106342	1,980.00
VENTURA FEED & PET SUPPLIES	BOOT ALLOWANCE	2/11/2016	106343	144.16
VERIZON WIRELESS	542063381-00001 UTIL BILL	2/11/2016	106344	38.01
VERIZON WIRELESS	242004078-00001 UTIL BILL	2/11/2016	106344	38.01
VERTICAL GATE SYSTEMS/GATESMEN	BATTERY REPLACEMENT	2/11/2016	106345	384.50
VERTICAL GATE SYSTEMS/GATESMEN	FM SUPPLIES	2/11/2016	106345	92.90
VOGUE SIGN COMPANY	SIGNS	2/11/2016	106346	770.00
WARREN DISTRIBUTING INC	CREDIT MEMO	2/11/2016	106347	-38.43
WARREN DISTRIBUTING INC	AUTOMOTIVE PARTS	2/11/2016	106347	103.03
WARREN DISTRIBUTING INC	AUTOMOTIVE PART	2/11/2016	106347	111.72
WARREN DISTRIBUTING INC	CREDIT MEMO	2/11/2016	106347	-16.20
WARREN DISTRIBUTING INC	AUTOMOTIVE PARTS	2/11/2016	106347	68.43
WARREN DISTRIBUTING INC	AUTOMOTIVE PART	2/11/2016	106347	54.04
WARREN DISTRIBUTING INC	CREDIT MEMO	2/11/2016	106347	-123.47
				<u>\$201,259.99</u>

Transactions for 2/19/2016

Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
PORT HUENEME POLICE OFCR ASSN	PAYROLL SUMMARY	2/19/2016	4848	1,578.84
AMERICAN FIDELITY ASSURANCE	PAYROLL SUMMARY	2/19/2016	106348	1,974.14
AMERICAN FIDELITY ASSURANCE	10/16/15 PREMIUMS	2/19/2016	106348	2,011.17
AMERICAN FIDELITY ASSURANCE	11/15/15 PREMIUMS	2/19/2016	106348	2,039.27
AMERICAN FIDELITY ASSURANCE	11/27/15 PREMIUMS	2/19/2016	106348	1,966.09
AMERICAN FIDELITY ASSURANCE COMPANY	PAYROLL SUMMARY	2/19/2016	106349	1,424.25
AMERICAN FIDELITY ASSURANCE COMPANY	10/16/15 PREMIUMS	2/19/2016	106349	1,647.96
AMERICAN FIDELITY ASSURANCE COMPANY	11/15/15 PREMIUMS	2/19/2016	106349	1,543.80
AMERICAN FIDELITY ASSURANCE COMPANY	11/27/15 PREMIUMS	2/19/2016	106349	1,543.80
AMERICAN FUNDS SERVICE COMPANY	PAYROLL SUMMARY	2/19/2016	106350	30.00
ARAMARK UNIFORM SERVICES	JAN'16 STREETS	2/19/2016	106351	188.00
ARAMARK UNIFORM SERVICES	JAN'16 COMMUNITY CENTER	2/19/2016	106351	486.56
ARAMARK UNIFORM SERVICES	JAN'16 LANDSCAPE	2/19/2016	106351	340.92
ARAMARK UNIFORM SERVICES	JAN'16 PARKING	2/19/2016	106351	48.84
ARAMARK UNIFORM SERVICES	JAN'16 TECH SERVICES	2/19/2016	106351	47.00
ARAMARK UNIFORM SERVICES	JAN'16 WASTE WATER	2/19/2016	106351	129.84
ARAMARK UNIFORM SERVICES	JAN'16 WATER	2/19/2016	106351	105.76
ARAMARK UNIFORM SERVICES	JAN'16 PHWA	2/19/2016	106351	111.76
ARAMARK UNIFORM SERVICES	JAN'16 WASTE WATER	2/19/2016	106351	216.12
ARAMARK UNIFORM SERVICES	JAN'16 REFUSE	2/19/2016	106351	776.77
ARAMARK UNIFORM SERVICES	JAN'16 WASTE WATER	2/19/2016	106351	129.84
ARAMARK UNIFORM SERVICES	JAN'16 FLEET	2/19/2016	106351	340.58
BAKERSFIELD PIPE AND SUPPLY, INC	MULTIPURPOSE GREASE	2/19/2016	106352	780.52
DST SYSTEMS INC	PAYROLL SUMMARY	2/19/2016	106353	3,631.16
MISC AP VENDOR	FINAL BILL REFUND	2/19/2016	106354	62.62
JIMENEZ, RENE	DJ SERVICE TWEEN NIGHT	2/19/2016	106355	250.00
LOWE'S	FM SUPPLIES	2/19/2016	106356	46.29
MISC AP VENDOR	FINAL BILL REFUND	2/19/2016	106357	311.94
MISC AP VENDOR	FINAL BILL REFUND	2/19/2016	106358	21.10
MISC AP VENDOR	FINAL BILL REFUND	2/19/2016	106359	22.92
NRS	PAYROLL SUMMARY	2/19/2016	106360	520.33
PORT HUENEME WATER AGENCY	JAN'16 FIXED O&M	2/19/2016	106361	122,435.45
PORT HUENEME WATER AGENCY	JAN'16 VARIABLE COSTS	2/19/2016	106361	94,441.34
POSTAGE BY PHONE RESERVE ACCT	REPLENISH POSTAGE	2/19/2016	106362	3,000.00
SEIU, LOCAL 721	PAYROLL SUMMARY	2/19/2016	106363	3.50
SEIU, LOCAL 721	PAYROLL SUMMARY	2/19/2016	106363	809.00
SOUTHERN CALIFORNIA EDISON	2-03-905-9647 UTIL BILL	2/19/2016	106364	807.14
SOUTHERN CALIFORNIA EDISON	2-29-855-4338 UTIL BILL	2/19/2016	106364	70.25
SOUTHERN CALIFORNIA EDISON	2-33-605-8581 UTIL BILL	2/19/2016	106364	127.08
SOUTHERN CALIFORNIA EDISON	2-37-973-0666 UTIL BILL	2/19/2016	106364	25.49
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	2/19/2016	106365	15.72
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	2/19/2016	106365	24.51
TOSHIBA FINANCIAL SERVICES	500-0460769-000 COPIER	2/19/2016	106366	166.55
UNITED WAY OF VENTURA COUNTY	PAYROLL SUMMARY	2/19/2016	106367	87.00
VANTAGE TRSFER-800897	PAYROLL SUMMARY	2/19/2016	106368	317.99
VANTAGEPOINT TRSF-301495	PAYROLL SUMMARY	2/19/2016	106369	1,904.86
VERIZON CALIFORNIA	805 271-0690 UTIL BILL	2/19/2016	106370	52.00

Transactions for 2/19/2016

Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
VERIZON CALIFORNIA	805 488-2633 UTIL BILL	2/19/2016	106370	59.36
VERIZON CALIFORNIA	805 181-1001 UTIL BILL	2/19/2016	106370	89.97
VERIZON CALIFORNIA	805 488-3611 UTIL BILL	2/19/2016	106370	121.86
VERIZON CALIFORNIA	805 UH0-3742 UTIL BILL	2/19/2016	106370	607.81
VERIZON CALIFORNIA	805 488-2884 UTIL BILL	2/19/2016	106370	108.88
WEX BANK	JAN'16 FUEL PURCHASES	2/19/2016	106371	939.68
XBYTE TECHNOLOGIES	ACCRUE SALES TAX	2/19/2016	106372	-555.36
XBYTE TECHNOLOGIES	SERVER	2/19/2016	106372	7,761.85
				<u>\$257,750.12</u>

CITY OF PORT HUENEME
PAYROLL CASH DISBURSEMENT FOR

ATTACHMENT C

FEBRUARY 19, 2016

SALARY DISTRIBUTIONS

PAYROLL DIRECT DEPOSIT TOTALS:	212,576.43	
PAYROLL CHECK REGISTER:	<u>10,246.30</u>	222,822.73
TOTAL DISBURSEMENT:	<u>222,822.73</u>	

**CITY OF PORT HUENEME
PAYROLL CASH DISBURSEMENT FOR
MANUAL CHECKS
FEBRUARY 19, 2016**

ATTACHMENT D

SALARY DISTRIBUTIONS

PAYROLL DIRECT DEPOSIT TOTALS:

PAYROLL CHECK REGISTER:

10,260.76

10,260.76

TOTAL DISBURSEMENT: 10,260.76

Transactions for 2/25/2016

Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
ADAMS, LINETTE	2/11/16 TRAINING REIMB	2/25/2016	106373	25.00
ADS, LLC	JAN'16 SERVICES	2/25/2016	106374	1,368.00
AFTER HOURS BOARD-UP SERVICE	2/18/16 SERVICE	2/25/2016	106375	185.00
AGROMIN	ACORN BARK	2/25/2016	106376	472.72
ALEXANDER'S CONTRACT SERVICES, INC	2/11/16-2/12/16 READS	2/25/2016	106377	3,467.50
ALL-PHASE ELECTRIC	FM SUPPLIES	2/25/2016	106378	104.23
ALONZO, FERNANDO	CLOTHING ALLOWANCE	2/25/2016	106379	90.00
AMREP INC	AUTOMOTIVE PARTS	2/25/2016	106380	181.98
ANACAPA VIEW HOA	209 S VENTURA ROAD #26	2/25/2016	106381	429.00
ARIES INDUSTRIES INC./CCV	PARTS/LABOR CCTV REPAIR	2/25/2016	106382	153.67
ASSOCIATION OF WATER AGENCIES	CCWUC LUNCHEON	2/25/2016	106383	175.00
ASSOCIATION OF WATER AGENCIES	CCWUC LUNCHEON	2/25/2016	106383	25.00
ASSOCIATION OF WATER AGENCIES	AWA WATER SYMPOSIUM	2/25/2016	106383	500.00
BAY ALARM	200 MARKET ST	2/25/2016	106384	169.50
BCP SYSTEMS, INC	RPR LABOR/BILL ACCEPTOR	2/25/2016	106385	217.44
BMI GENERAL LICENSING	MUSIC FEES	2/25/2016	106386	335.00
BRINK'S INC	FEB'16 SERVICE	2/25/2016	106387	297.15
BRINK'S INC	JAN'16 SERVICE	2/25/2016	106387	94.89
BSN CONSTRUCTION	REPAIRS 590 PACIFIC COVE	2/25/2016	106388	9,552.00
CALIFORNIA CODE CHECK, INC.	ON-SITE BUILDING OFFICIAL	2/25/2016	106389	2,960.00
CALIFORNIA PEACE OFFICERS'	LEGISLATIVE UPDATE	2/25/2016	106390	90.00
CALIFORNIA WOOD RECYCLING	JANUARY 16-31, 2016	2/25/2016	106391	1,615.79
CDW GOVERNMENT, INC.	COMPUTER SOFTWARE	2/25/2016	106392	2,160.00
CDW GOVERNMENT, INC.	REPLACEMENT BATTERY	2/25/2016	106392	62.68
CHAMBER OF COMMERCE PORT HUENEME	FEB'16 SERVICES	2/25/2016	106393	446.00
CHAMBER OF COMMERCE PORT HUENEME	JAN'16 SERVICES	2/25/2016	106393	446.00
CHAMBER OF COMMERCE PORT HUENEME	20647-1023738 WATER BILL	2/25/2016	106393	-475.66
CHANNEL ISLANDS DO IT BEST	FM SUPPLIES	2/25/2016	106394	4.85
CHANNEL ISLANDS DO IT BEST	FM SUPPLIES	2/25/2016	106394	11.65
CHANNEL ISLANDS DO IT BEST	FM SUPPLIES	2/25/2016	106394	5.84
CHANNEL ISLANDS DO IT BEST	REFUSE SUPPLIES	2/25/2016	106394	8.77
CITY OF OXNARD	234633-252984 UTIL BILL	2/25/2016	106395	109.32
CITY OF OXNARD-TREASURER	1/7/16 SERVICE	2/25/2016	106396	1,889.66
CITY OF OXNARD-TREASURER	JAN'16 SERVICE	2/25/2016	106396	62,396.70
COASTAL OCCUPATIONAL MEDICAL GROUP	DOT EXAM	2/25/2016	106397	90.00
COASTAL OCCUPATIONAL MEDICAL GROUP	DOT EXAM	2/25/2016	106397	90.00
COASTAL PIPCO INC	WATER SUPPLIES	2/25/2016	106398	5.53
COASTAL PIPCO INC	WATER SUPPLIES	2/25/2016	106398	136.26
COASTAL PIPCO INC	WATER SUPPLIES	2/25/2016	106398	58.20
CONSOLIDATED ELECTRICAL DIST INC	FLOODLIGHT	2/25/2016	106399	168.40
CORNWALL SECURITY SERVICES, INC	ISAAC PARTY	2/25/2016	106400	1,152.00
CORNWALL SECURITY SERVICES, INC	LOPEZ PARTY	2/25/2016	106400	1,152.00
COUNTY FIRST FIRE, LLC	FIRE SPRINKLER REPAIRS	2/25/2016	106401	1,418.90
CPS HUMAN RESOURCE SERVICES	ACCOUNT CLERK EXAM	2/25/2016	106402	1,017.50
DATAPROSE, INC	BILL PACKAGE	2/25/2016	106403	16.94
DATAPROSE, INC	BILL PACKAGE	2/25/2016	106403	16.94
DATAPROSE, INC	BILL PACKAGE	2/25/2016	106403	16.95

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Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
DELL MARKETING LP	MONITORS	2/25/2016	106404	243.85
DOCUPRODUCTS CORPORATION	10/10/15-1/9/16 OVERAGE	2/25/2016	106405	143.44
DOCUPRODUCTS CORPORATION	PRINTER REPAIRS	2/25/2016	106405	135.00
F. MORTON PITT COMPANY	UNIFORMS NAVARRO	2/25/2016	106406	69.11
F. MORTON PITT COMPANY	UNIFORMS SERRATOS	2/25/2016	106406	179.55
FAMCON PIPE SUPPLY INC	WATER SUPPLIES	2/25/2016	106407	825.64
FAMCON PIPE SUPPLY INC	WATER SUPPLIES	2/25/2016	106407	111.80
MISC AP VENDOR	FINAL BILL REFUND	2/25/2016	106408	207.17
MISC AP VENDOR	FINAL BILL REFUND	2/25/2016	106409	319.64
GOLD COAST AUTO UPHOLSTERY, INC	UPHOLSTERY REPAIR	2/25/2016	106410	190.00
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PART	2/25/2016	106411	81.60
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PARTS	2/25/2016	106411	31.94
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PART	2/25/2016	106411	46.92
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PART	2/25/2016	106411	4.24
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PART	2/25/2016	106411	13.72
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PARTS	2/25/2016	106411	52.19
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PARTS	2/25/2016	106411	16.20
HARBOR FREIGHT TOOLS	FM SUPPLIES	2/25/2016	106412	42.95
HARRINGTON INDUSTRIAL PLASTICS LLC	WATER SUPPLIES	2/25/2016	106413	255.53
HARRINGTON INDUSTRIAL PLASTICS LLC	WATER SUPPLIES	2/25/2016	106413	48.17
HD SUPPLY FACILITIES MAINTENANCE	FM SUPPLIES	2/25/2016	106414	114.83
HD SUPPLY FACILITIES MAINTENANCE	FM SUPPLIES	2/25/2016	106414	306.98
HD SUPPLY FACILITIES MAINTENANCE	FM SUPPLIES	2/25/2016	106414	10.24
HD SUPPLY FACILITIES MAINTENANCE	CD SUPPLIES	2/25/2016	106414	136.83
HD SUPPLY FACILITIES MAINTENANCE	CD SUPPLIES	2/25/2016	106414	566.35
HD SUPPLY FACILITIES MAINTENANCE	CD SUPPLIES	2/25/2016	106414	113.01
HD SUPPLY FACILITIES MAINTENANCE	CD SUPPLIES	2/25/2016	106414	120.04
HD SUPPLY FACILITIES MAINTENANCE	CD SUPPLIES	2/25/2016	106414	17.27
HD SUPPLY FACILITIES MAINTENANCE	CD SUPPLIES	2/25/2016	106414	87.24
HOLIDAYGOO INC	RECREATION SUPPLIES	2/25/2016	106415	654.98
HOUSE SANITARY SUPPLY INC	LANDSCAPE SUPPLIES	2/25/2016	106416	167.80
ISAAC, SERGIO	SECURITY DEPOSIT REFUND	2/25/2016	106417	500.00
JENSEN, GRAHAM	MILEAGE REIMBURSEMENT	2/25/2016	106418	81.65
KIMBALL MIDWEST	AUTOMOTIVE PARTS	2/25/2016	106419	1,067.11
LEDDY POWER SYSTEMS, INC	1/27/16 SERVICE	2/25/2016	106420	1,083.80
LEDDY POWER SYSTEMS, INC	1/27/16 SERVICE	2/25/2016	106420	7.34
LEDDY POWER SYSTEMS, INC	1/27/16 SERVICE	2/25/2016	106420	353.93
LEDDY POWER SYSTEMS, INC	1/27/16 SERVICE	2/25/2016	106420	88.00
LEDDY POWER SYSTEMS, INC	1/27/16 SERVICE	2/25/2016	106420	1,061.80
LEDDY POWER SYSTEMS, INC	1/27/16 SERVICE	2/25/2016	106420	1,047.13
LEDDY POWER SYSTEMS, INC	1/26/16 SERVICE	2/25/2016	106420	1,061.80
LEDDY POWER SYSTEMS, INC	1/27/16 SERVICE	2/25/2016	106420	353.93
LEDDY POWER SYSTEMS, INC	1/27/16 SERVICE	2/25/2016	106420	7.33
LEDDY POWER SYSTEMS, INC	1/27/16 SERVICE	2/25/2016	106420	353.94
LOPEZ, ROSA	SECURITY DEPOSIT REFUND	2/25/2016	106421	500.00
LTM INDUSTRIES, INC	AUTOMOTIVE REPAIRS	2/25/2016	106422	1,200.00
LUJAN, JANETTE	CLOTHING ALLOWANCE	2/25/2016	106423	90.00

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Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
MONTELONGO, FRANK	2/11/16 TRAINING REIMB	2/25/2016	106424	25.00
MONTELONGO, FRANK	CLOTHING ALLOWANCE	2/25/2016	106424	90.00
MUNICIPAL MAINTENANCE EQUIPMENT	AUTOMOTIVE PARTS	2/25/2016	106425	551.92
MISC AP VENDOR	FINAL BILL REFUND	2/25/2016	106426	51.76
NAVARRO, DAGOBERTO	CLOTHING ALLOWANCE	2/25/2016	106427	90.00
NORTHERN SAFETY CO INC	REFUSE SUPPLIES	2/25/2016	106428	221.27
NORTHERN SAFETY CO INC	REFUSE SUPPLIES	2/25/2016	106428	595.28
NORTHERN SAFETY CO INC	REFUSE SUPPLIES	2/25/2016	106428	75.61
OFFICE DEPOT	OFFICE SUPPLIES	2/25/2016	106429	94.36
OFFICE DEPOT	OFFICE SUPPLIES	2/25/2016	106429	17.76
OFFICE DEPOT	OFFICE SUPPLIES	2/25/2016	106429	43.19
OFFICE DEPOT	OFFICE SUPPLIES	2/25/2016	106429	365.90
OFFICE DEPOT	OFFICE SUPPLIES	2/25/2016	106429	237.43
OFFICE DEPOT	OFFICE SUPPLIES	2/25/2016	106429	24.65
OFFICE DEPOT	OFFICE SUPPLIES	2/25/2016	106429	24.64
OFFICE DEPOT	OFFICE SUPPLIES	2/25/2016	106429	24.64
ONDEMAND EMPLOYMENT GROUP, LLC	1/25/16-1/28/16 SERVICES	2/25/2016	106430	1,491.12
ONDEMAND EMPLOYMENT GROUP, LLC	2/1/16-2/5/16 SERVICES	2/25/2016	106430	1,822.48
OXNARD AUTO SUPPLY	AUTOMOTIVE PART	2/25/2016	106431	108.81
OXNARD AUTO SUPPLY	AUTOMOTIVE PARTS	2/25/2016	106431	25.32
PARADISE CHEVROLET	AUTOMOTIVE REPAIRS	2/25/2016	106432	964.31
PARADISE CHEVROLET	AUTOMOTIVE PART	2/25/2016	106432	60.95
PARADISE CHEVROLET	AUTOMOTIVE PART	2/25/2016	106432	197.54
PEREZ, JOSE	2/8/16 HA CAR WASH	2/25/2016	106433	12.00
PEREZ, JOSE	2/12/16 PDPAT CAR WASH	2/25/2016	106433	102.00
PEREZ, JOSE	2/22/16 HA CAR WASH	2/25/2016	106433	27.00
PORT HUENEME MARINE SUPPLY	UPS SHIP/BCP SYSTEMS	2/25/2016	106434	16.20
PORT HUENEME MARINE SUPPLY	UPS SHIP/BETSON WEST	2/25/2016	106434	21.58
PORT HUENEME MARINE SUPPLY	FM SUPPLIES	2/25/2016	106434	40.34
PORT HUENEME MARINE SUPPLY	FM SUPPLIES	2/25/2016	106434	161.81
PORT HUENEME MARINE SUPPLY	LANDSCAPE SUPPLIES	2/25/2016	106434	26.95
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	2/25/2016	106434	48.12
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	2/25/2016	106434	6.45
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	2/25/2016	106434	80.94
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	2/25/2016	106434	34.21
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	2/25/2016	106434	21.66
PORT HUENEME MARINE SUPPLY	MARKER TAPE DISPENSER	2/25/2016	106434	60.46
PORT HUENEME MARINE SUPPLY	LIGHT BULB	2/25/2016	106434	3.45
PORT HUENEME MARINE SUPPLY	PLIERS	2/25/2016	106434	21.93
PORT HUENEME MARINE SUPPLY	AUTOMOTIVE PARTS	2/25/2016	106434	3.55
PORT HUENEME, CITY OF	20647-1023738 UTIL BILL	2/25/2016	106435	475.66
PORTASTOR	JAN'16 RENTAL	2/25/2016	106436	85.00
PSR ENVIRONMENTAL SERVICES, INC	MONTHLY UST INSPECTION	2/25/2016	106437	210.00
PUBLIC SAFETY TRAINING CONSULTANTS	MARCH CTO WORKSHOP	2/25/2016	106438	330.00
QUILL CORPORATION	OFFICE SUPPLIES	2/25/2016	106439	155.38
QUILL CORPORATION	OFFICE SUPPLIES	2/25/2016	106439	6.47
QUILL CORPORATION	OFFICE SUPPLIES	2/25/2016	106439	18.66

Transactions for 2/25/2016

Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
QUILL CORPORATION	OFFICE SUPPLIES	2/25/2016	106439	6.48
QUILL CORPORATION	OFFICE SUPPLIES	2/25/2016	106439	18.66
QUILL CORPORATION	OFFICE SUPPLIES	2/25/2016	106439	6.47
QUILL CORPORATION	OFFICE SUPPLIES	2/25/2016	106439	17.13
QUILL CORPORATION	OFFICE SUPPLIES	2/25/2016	106439	35.93
RADWELL INTERNATIONAL	LABOR/POWER SUPPLY RPRS	2/25/2016	106440	510.61
RAMOS, ALEJANDRA	SECURITY DEPOSIT REFUND	2/25/2016	106441	425.00
ROSETE, GLADYS	CLOTHING ALLOWANCE	2/25/2016	106442	90.00
RUSH TRUCK CENTER	AUTOMOTIVE REPAIRS	2/25/2016	106443	598.07
RUSH TRUCK CENTER	AUTOMOTIVE REPAIRS	2/25/2016	106443	791.26
RUSH TRUCK CENTER	AUTOMOTIVE REPAIRS	2/25/2016	106443	157.50
RUSH TRUCK CENTER	AUTOMOTIVE REPAIRS	2/25/2016	106443	1,365.00
RUSH TRUCK CENTER	AUTOMOTIVE REPAIRS	2/25/2016	106443	1,150.51
RUSH TRUCK CENTER	AUTOMOTIVE REPAIRS	2/25/2016	106443	420.00
SANTA MARIA TIRE INC	DISPOSAL FEE	2/25/2016	106444	12.00
SANTA MARIA TIRE INC	TIRES	2/25/2016	106444	617.54
SANTA MARIA TIRE INC	TIRES	2/25/2016	106444	284.30
SANTA MARIA TIRE INC	TIRES	2/25/2016	106444	653.73
SANTA MARIA TIRE INC	TIRES	2/25/2016	106444	135.03
SHRED-IT US JV LLC	JAN'16 SERVICES	2/25/2016	106445	192.68
SIEMENS INDUSTRY INC	JAN'16 CALL OUTS	2/25/2016	106446	319.17
SIEMENS INDUSTRY INC	JAN'16 MAINTENANCE	2/25/2016	106446	802.72
SMART SOURCE OF CALIFORNIA, LLC	WATER SUPPLIES	2/25/2016	106447	312.77
SOUTHERN CALIFORNIA EDISON	2-02-425-3254 UTIL BILL	2/25/2016	106448	3,226.26
SOUTHERN CALIFORNIA EDISON	2-19-801-9929 UTIL BILL	2/25/2016	106448	196.23
SOUTHERN CALIFORNIA EDISON	2-12-871-6974 UTIL BILL	2/25/2016	106448	21.18
SOUTHERN CALIFORNIA EDISON	2-02-419-4953 UTIL BILL	2/25/2016	106448	260.27
SOUTHERN CALIFORNIA EDISON	2-33-605-8318 UTIL BILL	2/25/2016	106448	38.51
SOUTHERN CALIFORNIA EDISON	2-24-032-5316 UTIL BILL	2/25/2016	106448	57.79
SOUTHERN CALIFORNIA EDISON	2-34-878-8340 UTIL BILL	2/25/2016	106448	43.95
SOUTHERN CALIFORNIA EDISON	2-02-419-2213 UTIL BILL	2/25/2016	106448	280.22
SOUTHERN CALIFORNIA EDISON	2-30-094-7496 UTIL BILL	2/25/2016	106448	229.70
SOUTHERN CALIFORNIA EDISON	2-28-337-2373 UTIL BILL	2/25/2016	106448	32.60
SOUTHERN CALIFORNIA EDISON	2-31-594-0650 UTIL BILL	2/25/2016	106449	246.11
SOUTHERN CALIFORNIA EDISON	2-34-195-9849 UTIL BILL	2/25/2016	106449	10.65
SOUTHERN CALIFORNIA GAS CO	087 114 1927 8 UTIL BILL	2/25/2016	106450	172.66
SOUTHERN CALIFORNIA GAS CO	158 414 8348 8 UTIL BILL	2/25/2016	106450	64.88
SOUTHERN COUNTIES FUELS	801 GALS DIESEL/601 GAS	2/25/2016	106451	2,604.51
SOUTHERN COUNTIES FUELS	596 GALS DIESEL/650 GAS	2/25/2016	106451	2,161.98
SPRINT	363299424 UTIL BILL	2/25/2016	106452	118.50
STAPLES CREDIT PLAN	OFFICE SUPPLIES	2/25/2016	106453	12.18
STAPLES CREDIT PLAN	OFFICE SUPPLIES	2/25/2016	106453	24.71
STAPLES CREDIT PLAN	OFFICE SUPPLIES	2/25/2016	106453	32.93
STATE READY MIX INC.	FILL SAND	2/25/2016	106454	86.00
STATE READY MIX INC.	CONCRETE	2/25/2016	106454	356.41
SWANKOSKY, JONATHAN	CLOTHING ALLOWANCE	2/25/2016	106455	90.00
TARGET SPECIALTY PRODUCTS	LANDSCAPE SUPPLIES	2/25/2016	106456	37.70

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Date: 2/25/2016

Vendor Name	Description	Check Date	Number	Amount
TARGET SPECIALTY PRODUCTS	LANDSCAPE SUPPLIES	2/25/2016	106456	72.37
MISC AP VENDOR	FINAL BILL REFUND	2/25/2016	106457	42.94
TOSHIBA BUSINESS SOLUTIONS	591516-009 COPIER	2/25/2016	106458	13.22
TOSHIBA BUSINESS SOLUTIONS	591516-009 COPIER	2/25/2016	106458	13.22
TOSHIBA BUSINESS SOLUTIONS	591516-009 COPIER	2/25/2016	106458	13.22
TOSHIBA FINANCIAL SERVICES	500-0329304-000 COPIER	2/25/2016	106459	164.16
TOSHIBA FINANCIAL SERVICES	500-0460763-000 COPIER	2/25/2016	106459	73.99
TOSHIBA FINANCIAL SERVICES	500-0460763-000 COPIER	2/25/2016	106459	73.98
TOSHIBA FINANCIAL SERVICES	500-0460763-000 COPIER	2/25/2016	106459	73.98
TRAFFIC TECHNOLOGIES LLC	STREETS SUPPLIES	2/25/2016	106460	125.71
TRIAD INVESTIGATIVE SERVICES	ADMIN INVESTIGATION	2/25/2016	106461	3,425.00
UNIVAR USA, INC	SODIUM HYDROXIDE	2/25/2016	106462	1,364.02
USABLUEBOOK	WATER SUPPLIES	2/25/2016	106463	139.94
USABLUEBOOK	WATER SUPPLIES	2/25/2016	106463	2,133.19
VELOCITY TRUCK CENTER	AUTOMOTIVE PART	2/25/2016	106464	1,781.32
VELOCITY TRUCK CENTER	AUTOMOTIVE PART	2/25/2016	106464	32.78
VELOCITY TRUCK CENTER	AUTOMOTIVE PARTS	2/25/2016	106464	100.32
VELOCITY TRUCK CENTER	AUTOMOTIVE PART	2/25/2016	106464	0.96
VELOCITY TRUCK CENTER	AUTOMOTIVE PART	2/25/2016	106464	32.78
VENCO CONTROLS, INC	CHEMICAL CONTROL SURVEY	2/25/2016	106465	1,485.00
VENCO POWER SWEEPING, INC	1/8/16 CONSTRUCTION SWEEP	2/25/2016	106466	880.00
VENCO POWER SWEEPING, INC	FEB'16 SERVICES	2/25/2016	106466	8,870.23
VENTURA COUNTY LODGING ASSOCIATION	VCWTBID ASSESSMENT	2/25/2016	106467	19,984.68
VENTURA COUNTY PROBATION AGENCY	DEC'15 SERVICES	2/25/2016	106468	1,850.00
VENTURA COUNTY PROBATION AGENCY	DEC'15 SERVICES	2/25/2016	106468	3,650.00
VENTURA COUNTY STAR	FISCAL ASSISTANT AD	2/25/2016	106469	415.00
VERIZON BUSINESS SERVICES	SV193393 UTIL BILL	2/25/2016	106470	105.05
VERIZON BUSINESS SERVICES	SV193396 UTIL BILL	2/25/2016	106470	143.62
VERIZON CALIFORNIA	805 RT5-1894 UTIL BILL	2/25/2016	106471	125.48
VERIZON CALIFORNIA	805 271-9955 UTIL BILL	2/25/2016	106471	53.67
VERIZON CALIFORNIA	805 488-0585 UTIL BILL	2/25/2016	106471	57.60
VERIZON CALIFORNIA	805 197-0060 UTIL BILL	2/25/2016	106471	964.50
VERIZON CALIFORNIA	1280523370 UTIL BILL	2/25/2016	106471	64.99
VERIZON CALIFORNIA	805 181-0124 UTIL BILL	2/25/2016	106471	46.19
VERIZON CALIFORNIA	805 198-9514 UTIL BILL	2/25/2016	106471	115.54
VERIZON CALIFORNIA	805 181-0131 UTIL BILL	2/25/2016	106471	46.19
WARREN DISTRIBUTING INC	AUTOMOTIVE PARTS	2/25/2016	106472	89.94
WARREN DISTRIBUTING INC	AUTOMOTIVE PART	2/25/2016	106472	17.61
WARREN DISTRIBUTING INC	AUTOMOTIVE PART	2/25/2016	106472	33.70
WARREN DISTRIBUTING INC	AUTOMOTIVE PART	2/25/2016	106472	12.29
WESCOTT, CHAD	CLOTHING ALLOWANCE	2/25/2016	106473	90.00
WESTERN EXTERMINATOR CO	12068198-6 JAN'16	2/25/2016	106474	145.00
WESTERN EXTERMINATOR CO	50764069-6 JAN-MAR'16	2/25/2016	106474	122.00
				\$186,633.92



City of Port Hueneme

COUNCIL AGENDA STAFF REPORT

TO: City Council

FROM: Chris Theisen, Public Works Director

SUBJECT: AUTHORIZATION TO SEEK BIDS FOR A THREE-YEAR FUEL PURCHASE CONTRACT, WITH TWO OPTIONAL ONE-YEAR EXTENSIONS, FOR CITY OPERATED VEHICLES AND EQUIPMENT

DATE: March 7, 2016

RECOMMENDATION:

It is recommended the City Council authorize staff to solicit bids for a fuel purchase contract for City operated vehicles and equipment.

BACKGROUND/ANALYSIS:

The City operates its own fuel tanks at the Public Works Surfside facility. Effective April 1, 2009, California Air Resources Board (CARB) mandated all fuel stations to install a Phase II, Enhanced Vapor Recovery System (EVRS), which prevents fumes from escaping during the fueling process on all vehicles that do not have onboard refueling vapor recovery systems (ORVR). Because the City is considered a private fleet and the majority of its vehicles are ORVR equipped, the City applied for and received an exemption from this costly installation, contingent upon non-ORVR vehicles refueling offsite. Currently, the City has 48 gasoline vehicles equipped with ORVR that continue to fuel at the City yard and 14 non-ORVR gasoline vehicles that are required to fuel off-site. To accommodate these vehicles, a commercial account was set up at the USA gas station, the only gas station within City limits.

The capacity of the City's fuel tanks (2,000 gallon diesel, and 4,000 gallon gasoline) requires that the City purchase fuel on a weekly basis. Fuel is also provided for backup generators at various City sites.

The pricing mechanism that will be used to bid and price the various fuels will be the Oil Price Information Service (OPIS) average rack price. This is an industry standard for reporting average fuel prices on a per-gallon basis nationally. The

AUTHORIZE BIDS: FUEL PURCHASE CONTRACT

March 7, 2016

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price per gallon for fuel is determined by taking the average (OPIS) cost per gallon and adding the fixed fee. This fixed fee amount will be taken from the Contractor's bid, and will remain the same for the entire three-year contract. The present contract is with SC Fuels and has a fixed markup fee of \$0.118 cents per gallon. This price is continually about 30 cents less per gallon for a compatible type fuel at local service stations. The present contract is due to expire June 30, 2016.

FISCAL IMPACT:

Approving the staff recommendation will not have an immediate fiscal impact. Upon receiving bids, City Council will be requested to award a contract to the lowest responsive and responsible bidder. Staff estimates the cost of this contract at approximately \$220,000 with an additional \$20,000 allocated for Tesoro Fleet Services (USA gas station) commercial account, and will be proposed in the FY16-17 budget.

Attachments:

- Notice Inviting Bids
- Sample Fuel Contract



**NOTICE INVITING BIDS
FUEL PURCHASE CONTRACT FOR CITY OPERATED VEHICLES AND EQUIPMENT**

The City of Port Hueneme is soliciting sealed bids from qualified firms for the furnishing and delivery of fuel for City operated vehicles and equipment. The City is requesting a bid for various fuels to be provided as set forth in the Sample Contract. **Bids shall be submitted to the hands of the City Clerk before 3 pm on Thursday, April 7th, 2016** at which time, or shortly thereafter, they will be publicly opened and read. The City Clerk's address is:

Attention: City Clerk
City of Port Hueneme
250 N. Ventura Road
Port Hueneme, California 93041

Bids shall conform to and be responsive to the Bid Package. Copies of the Bid Package, with Sample Contract, are on file and may be examined, or obtained, at City Hall, in the City of Port Hueneme, located at 250 North Ventura Road Port Hueneme, CA 93041.

For questions related to this solicitation, please contact Fred Camarillo, at (805) 986-6556 or by e-mail at fcamarillo@cityofporthueneme.org

The City Council of the City of Port Hueneme reserves the right to reject any and all bids and to waive any and all irregularities in any bid.

Publish dates: March 18 and March 25, 2016



FUEL PURCHASE CONTRACT
BETWEEN THE CITY OF PORT HUENEME
AND (INSERT CONTRACTORS COMPLETE NAME)

This Contract is entered into as of the Effective Date set forth on the signature page below, by and between the City of Port Hueneme ("City") and (Insert Contractors Complete Name) ("Contractor").

In consideration of the provisions set forth below, City and Contractor (collectively, the "Parties") mutually agree to the following:

1. INDEPENDENT CONTRACTOR:

This contract is for the purchase of Tank Wagon (vehicle used for smaller deliveries which has divided tanks) quantities of <15 PPM Ultra-Low Sulfur Diesel Fuel and Regular Unleaded Gasoline (collectively referred to herein as "Fuel"). All requested products and professional services shall be provided by the contractor. In performing these services, Contractor is an independent contractor and is not an agent or employee of the City. It is expressly understood AND AGREED THAT Contractor is not an employee and will not be eligible from City for any Federal Social Security, State Workmen's Compensation Unemployment Insurance, Public Employee's Retirement System benefits or any other rights or benefits of an employee under this contract. Contractor shall pay all Federal and State taxes, Social Security, Workmen's Compensation and all other employee costs, fees and taxes applicable for compensation received for performance of this contract for its employees.

2. SERVICES TO BE PERFORMED BY CONTRACTOR:

Contractor will furnish the City Tank Wagon quantities of <15 PPM Ultra-Low Sulfur Diesel Fuel and Regular Unleaded Gasoline as detailed in *Exhibits A, B and C*. A combination delivery of gasoline and diesel will be between 500 to 1,000 gallons per delivery. Deliveries are to be made every Monday to the City's Public Works Yard located at 700 E. Hueneme Road, Building B, Port Hueneme, CA 93041. Delivery time shall be limited to the hours between 8:00 a.m. and 3:30 p.m. Contractor will also be required to furnish City Tank Wagon deliveries to standby generators as shown on *Exhibit D*. Contractor is required to guarantee delivery for the next working day for all orders placed prior to 12:00 noon the preceding day for the standby generators and when needed to perform tank testing. The City shall pay contractor the delivered price consisting of daily OPIS (Oil Price Information Service) plus mark-up as set forth in *Exhibit E*.

3. INVOICING:

Contractor will invoice the City for each delivery of Fuel. Invoices will have unique numbers and will be referenced to a City Purchase Order. The invoice will show dates, OPIS average price (as described in *Exhibit C*), weekly adjusted price, delivery location(s), quantities, and corresponding packing slip/delivery ticket number. Invoices will prominently display the Purchase Order number. Applicable taxes will be added to the invoice by Contractor as described in paragraph 4.

Invoices will be sent in duplicate to the mailing address indicated on each Purchase Order.

The City does not pay interest on late payments.

4. TAXES:

The City is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on the Contractor. The City will only pay for State and/or local sales use taxes or fees, which apply to the products supplied.

5. **NON-ASSIGNABILITY:**

Contractor shall not assign this Contract or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent is in violation of this section and may cause immediate termination of this Contract. In furnishing the product specified herein, Contractor is an independent contractor and is not acting as an agent or employee of the City.

6. **TERM:**

The term of this contract is for a period of three (3) years, commencing on July 1, 2016 and ending on June 30, 2019, with two (2) one year options to renew this Contract should both parties mutually consent in writing to continue the contract at the end of the initial term under the same terms and conditions contained herein.

7. **CANCELLATION OF CONTRACT:**

The City shall be able to cancel the contract, without penalty to the City, for the following:

- a. City's obligation hereunder shall be limited to the funds appropriated by the City Council for this purpose for each fiscal year in which this contract is in effect. In the event that the City Council fails to so appropriate said funds, City's obligation hereunder shall automatically terminate as of the last day of the last fiscal year for which such funds were appropriated for this purpose.
- b. The City's Public Works Department has determined that a competitive bid is in the best interests of the City.
- c. City may cancel this contract, without cause, with a thirty day (30) written notice.

8. **NON-EXCLUSIVITY:**

The City reserves the right to purchase gasoline and Fuel from sources other than the Contractor when it is reasonably determined to be in the best interests of the City.

9. **EMERGENCY PURCHASES:**

Emergency purchases may be made from other than Contractor. The City shall have sole discretion in determining what constitutes an emergency purchase.

10. **RIGHTS AND REMEDIES OF CITY FOR DEFAULT/QUALITY CONTROL:**

- a. Fuel supplied by Contractor shall meet or exceed the requirements listed in the specifications as described herein in *Exhibits B and C*.

At the City's option, all Fuel supplied by Contractor shall be subject to periodic checks by independent laboratories to determine that the Fuel meets specifications. In the event Fuel fails to meet specifications, Contractor may be required to remove and replace the Fuel, at its own expense, or be penalized ten percent (10%) of the cost of the amount delivered, as determined by the City. The ten percent (10%) penalty shall be credited to the City on Contractor's invoice. Repeated deliveries of sub-standard Fuel shall be grounds for contract termination.

- b. The City reserves the right to require a Fuel analysis report on a random sample of Fuel supplied during the prior month. The report shall emanate from the refinery producing the Fuel. The Contractor shall provide said analysis report as requested by the City at no additional cost.

- c. In the event of the cancellation of this contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the City in procuring any products, which the Contractor agreed to supply, shall be borne and paid for by the Contractor.
- d. If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within ten (10) business days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then the City may terminate this contract without further notice.
- e. The rights and remedies of the City provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. INDEMNIFICATION AND HOLD HARMLESS:

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court cases, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this contract. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the Sole fault of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this contract. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this contract or this section.

12. INSURANCE REQUIREMENTS:

Contractor shall provide insurance as set forth in *Exhibit F*.

13. NON-DISCRIMINATION:

a. General

No person shall on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied benefits, or be subjected to discrimination under this contract.

b. Employment

Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to the City upon request.

14. INVESTIGATION AND RESEARCH:

The Contractor, by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the City or any of its officers, agents or employees, except as provided herein.

15. CONTRACT MONITORING:

This contract shall be administered by the Director of Public Works or his/her authorized representative.

16. ADDENDA:

The City may from time to time require changes in the scope of the services required hereunder and those changes shall be effective when incorporated in written amendments to this contract.

17. CONFLICT OF INTEREST:

The Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed or retained by the Contractor under this contract.

18. CONFIDENTIALITY:

Any reports, information, data statistics forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which the City requests in writing to be kept confidential, shall not be made available to any individual or organization by the Contractor without the prior written approval of the City except as authorized by law.

19. NOTICES:

All notices required under this contract shall be made in writing and addressed or delivered as follows:

To City: City of Port Hueneme
Director of Public Works
250 North Ventura Road
Port Hueneme, CA 93041

To Contractor: _____

Either party may, by written notice to the other, change its own mailing address.

20. FORCE MAJEURE:

If Contractor's performance under this contract, or of any obligation hereunder, is interfered with by reason of any circumstances beyond Contractor's reasonable control, including without limitation, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies, any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; labor unrest, including without limitation, strikes, slow-downs, picketing or boycotts, the Contractor shall be excused from its performance on an hour-for-hour basis to the extent of such interference.

21. MERGER CLAUSE:

This contract supersedes any and all other contracts, either oral or written, between Contractor and the City, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder, and each party to this contract acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of any part except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract shall be valid or binding.

22. GOVERNING LAW:

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, shall be construed pursuant to and in accordance with the laws of the State of California.

23. SEVERABILITY OF CONTRACT:

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms shall remain in full force and effect and shall not be affected.

24. CUMULATIVE REMEDIES:

The exercise or failure to exercise legal rights and remedies by the City in the event of a default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies, and shall be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives, binding the Parties as of _____, 20____ (the "Effective Date").
(Date to be entered by City)

FOR CONTRACTOR

Name: (Insert Firm's Complete Name)

Address: (Insert Street Address)
(Insert City, State, Zip Code)

Telephone: (Insert Firm's Phone Number)
Fax: (Insert Firm's Fax Number)

Federal Tax Identification No. (Insert Firm's Federal Tax Id. No.)

City of Port Hueneme Business License No. (Insert Firm's Business License No.)

By: _____
(Signature)

(Print Name and Title)

*All signatures must be acknowledged by a Notary Public.
Attach appropriate acknowledgment forms.*

By: _____
(Signature)

(Print Name and Title)

FOR CITY OF PORT HUENEME

By: _____
John Baker, Interim City Manager

Approved as to Form: _____
Mark D. Hensley, City Attorney

ACKNOWLEDGMENT FORM

State of California)

County of _____)

On _____ before me, _____
Date Print or Type Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM

State of California)

County of _____)

On _____ before me, _____
Date Print or Type Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

EXHIBIT "A"

1. **CONTRACTOR RESPONSIBILITIES:**

Contractor shall be held liable for any damage or citations, which may be incurred as a result of any spills during delivery of Contractor's product. In addition, the City reserves the right to cancel the contract of Contractor or Contractor's carrier, who, notwithstanding compliance with the procedures set forth herein, delivers in a negligent or careless manner or who, under any circumstances, causes a spill while delivering.

It is the responsibility of Contractor to have the delivering driver measure the contents of each tank with a Fuel tank gauge stick. These readings shall be taken prior to and after unloading Fuel and will be recorded on delivery receipts. Gauges may be available at the delivery location; however, each delivery truck must be equipped with a stick. Delivery tickets are to be signed at time and place of delivery by a City representative and contractor representative.

Unless otherwise provided in this contract, Contractor shall have title to bear risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this contract at the F.O.B. point specified herein, and upon such delivery, in accordance with this contract, title shall pass to the City, except for loss or damage resulting from Contractor's or Contractor's carrier's negligence.

2. **PREFERRED CUSTOMER STATUS:**

The City requires designation of status as Preferred Customer by Contractor. Under the Emergency Petroleum Allocation Act (EPAA) of 1973, the City was designated as Provider of Essential Services and granted certain rights to purchase allocated amounts from its supplier of record. Designation of the City as a Preferred Customer by contractor is intended to replace these EPAA provisions and vest with the City similar rights and privileges to and for the Contractor's production of gasoline Fuel. In the event that the Contractor does not have sufficient supplies of product from its contractual source of supply to meet the full requirements of all of its customers, then the contractor shall assign first priority to City's requirements or assign as prescribed by any federal or state allocation program now or hereafter in effect.

3. **RECORD KEEPING:**

Contractor shall maintain auditable records of City's purchases under this contract as respects to the monthly volumes of the various grades of Fuel delivered to each of the various Fuel locations and shall provide the City with a copy of such records upon City's request within ten (10) business days.

4. **COMPLIANCE WITH LAWS:**

Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations and codes in its performance of this contract, including the obtaining of appropriate permits and certificates.

5. **ILLEGALITY OF FUELS:**

The City's obligation to purchase Fuel from Contractor shall cease if the use of such fuel from Contractor violates any federal, state or local law or regulation.

6. **TWENTY-FOUR HOUR CONTRACT:**

Contractor shall provide City personnel with a 24-hour, 7-day per week telephone number where Contractor's dispatchers can be reached.

7. **LOWER PRICES:**

In the event Contractor contracts for the same material in similar quantity and delivery conditions at a lower price to customers of a like condition, such lower prices shall be immediately extended to the City while they are in effect.

8. **MATERIAL SAFETY DATA SHEETS:**

Contractor shall submit copies of the product's current Material Safety Data Sheets to City.

EXHIBIT "B"

Specifications for Regular Unleaded Gasoline

Octane Rating (R+M) / 2, 87 minimum

Vapor Pressure psi; Maximum	Distillation Temperature, °F			
	10% Evap.; Maximum	50% Evap.	90% Evap.; Maximum	End point; Maximum
9.0	158	170-250	374	437
10.0	149	170-245	374	437
11.5	140	170-240	365	437
13.5	131	150-235	365	437

Vapor Lock Protection Class	Vapor-Liquid Ratio (V/L) Temperature, °F	Vapor-Liquid Ratio (V/L); Maximum
2	133	20
3	124	20
4	116	20
5	105	20

Conformity of product to be supplied under this contract shall be determined by ASTM D-4814 – Standard Specification for Automotive Spark-Ignition Engine Fuel.

EXHIBIT "C"

Specifications for Vehicular Diesel Fuel
<15 PPM Ultra-Low Sulfur

Property	Limits
Sulfur Content	15 ppm maximum
Aromatic Hydrocarbon Content, Vol. %	10% maximum
Polycyclic Aromatic Hydrocarbon Content, Wt. %	1.4% maximum
Nitrogen Content	10 ppm maximum
Natural Cetane Number	48 minimum
Gravity, API	33-39
Viscosity at 40°, cSt	2.0-4.1
Flash Point, °F, (min.)	130

Distillation, °F	
10% REC.	400-490
50% REC.	470-560
90% REC.	550-620
EP	580-660

Conformity of product to be supplied under this contract shall be determined by ASTM D-5453-93 (Standard Specification for Diesel Fuel), the regulations of the United States Environmental Protection Agency (EPA) for on-highway diesel fuel, and the regulations of the California Air Resources Board (CARB) for vehicular diesel fuel.

EXHIBIT "D"

Locations of Stand-by Generators

Site Name	Site Location
City Hall	Ventura Road / Scott Street
City Yard	Surfside Drive / Hueneme Road
Seaview Sewer Station	Seaview Street / Market Street
Pleasant Valley Station	Pleasant Valley / Ventura Road

EXHIBIT "E"

Mark-up shall be the total amount that is added to OPIS average for the cost of providing service. Mark-up amount will be taken from the Contractor's bid.

The mark-up for this contract is \$ _____

CITY OF PORT HUENEME:

CONTRACTOR:

Authorized Signature

Authorized Signature

John Baker, Interim City Manager

Printed Name/Title

Date

Date

EXHIBIT "F"

**INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROPOSAL]**

To be awarded this Contract, the successful Bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Combined Single Limit</u>
Commercial General Liability:	\$2,000,000
Business Automobile Liability:	\$2,000,000
Workers' Compensation:	Statutory Requirement

The Business Automobile Liability policy shall be endorsed to delete the Pollution exclusion, or the Bidder must provide documentation that it carries environmental pollution and remediation liability coverage for all materials transported by Bidder under this Agreement, with a coverage limit of at least \$5,000,000 Combined Single Limit.

Commercial General Liability Insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence" not a "claims made" basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the Bidder certifies that it has read, understands, and will comply with these insurance requirements if it is awarded this Contract. Failure to return this form may render the Bidder's proposal "nonresponsive".

Date

Name of Contractor

Authorized Signature

Print Name and Title

<u>ACORD</u> J CERTIFICATE OF LIABILITY INSURANCE		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.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOT WITHSTANDING 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ Fire Damage (Any one time) \$ Med Exp (Any one person) \$ Personal & Adv Injury \$ General Aggregate \$ Products-Comp/Op AGG \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$

	ALL OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	SCHEDULED AUTOS					
	HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG	\$
	EXCESS LIABILITY					\$

THE CITY OF PORT HUENEME, IT'S OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS

	OCCUR				EACH OCCURRENCE	\$
					AGGREGATE	\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMIT	\$
					E.I. EACH ACCIDENT	\$
					E.I. DISEASE- EA EMPLOYEE	\$
					E.I. DISEASE- POLICY LIMIT	\$

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: CANCELLATION

<p>CERTIFICATE HOLDER</p> <p>CITY OF PORT HUENEME PUBLIC WORKS DEPARTMENT 250 North Ventura Road PORT HUENEME, CA 93041</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED 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 REPRESENTATIVE.</p>
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POLICY NUMBER: BUSINESS AUTO

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

It is agreed that the "Who Is An Insured" provision is amended to include as an Insured the person or organization designated below as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to any Liability arising out of the operation of covered autos on the additional insured premises described below;
2. The Named Insured is authorized to act for such additional insured in all matters pertaining to this insurance, including receipt of notice of cancellation;
3. Return premium, if any, shall be paid to Named Insured;
4. Nothing contained herein shall affect any right of recovery as a claimant which the additional Insured would have if not designated as such.

City of Port Hueneme

Public Works Department
250 North Ventura Road
Port Hueneme, CA 93041

POLICY NUMBER:

COMMERCIAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS [Form B]

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**THE CITY OF PORT HUENEME, ITS OFFICERS, OFFICIALS,
EMPLOYEES, AGENTS AND VOLUNTEERS**

SCHEDULE

Name of Person or Organization:

City of Port Hueneme

Public Works Department
250 North Ventura Road
Port Hueneme, CA 93041

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the Person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Reproduction of Insurance Services Office, Inc. Form

INSURER: ISO FORM CG 20 10 22 85 : (MODIFIED)
POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
ENDORSEMENT No.: EXHIBIT 1-A

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, agents & volunteers.
2. This insurance shall be **PRIMARY** as respects the insured shown in the schedule above, or if excess, shall 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 Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be cancelled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

Signature-Authorized Representative

Address

CG 20 10 11 85

Insurance Services Office, Inc. Form (Modified)



City of Port Hueneme

COUNCIL AGENDA STAFF REPORT

TO: City Council

FROM: Chris Theisen, Public Works Director

SUBJECT: AUTHORIZATION TO SOLICIT BIDS FOR TREE TRIMMING SERVICES

DATE: March 7, 2016

RECOMMENDATION:

It is recommended the City Council authorize solicitation of bids for a maintenance project entitled FY 15-16 Tree Trimming - Cash Contract No. 8001.

BACKGROUND/ANALYSIS:

Eucalyptus trees in the City's medians are pruned periodically to promote tree health, mitigate safety issues caused by falling limbs (especially during periods of high winds), reduce fire hazard, and improve the overall appearance and structure of the tree.

This year, staff proposes to concentrate on the following corridors (listed in order of priority):

- Channel Islands Boulevard between Patterson Road and Ventura Road;
- Ventura Road between Sunkist Street and Channel Islands Boulevard;
and
- Patterson Road (spot locations).

FISCAL IMPACT

Funds in the amount of \$35,000 have been appropriated in the FY 15-16 Annual Budget for tree trimming purposes.



City of Port Hueneme

COUNCIL AGENDA STAFF REPORT

TO: City Council

FROM: Carmen Nichols, Deputy City Manager

SUBJECT: APPROVE LICENSE AGREEMENT WITH PORT HUENEME LITTLE LEAGUE FOR USE OF BASEBALL FIELDS AND FACILITIES AT BUBBLING SPRINGS PARK

DATE: March 7, 2016

RECOMMENDATION:

It is recommended the City Council authorize a license agreement with Port Hueneme Little League for one year, renewable annually, to provide youth baseball programs.

BACKGROUND/ANALYSIS:

The objective of the League is “to implant firmly in the children of the community the ideals of good sportsmanship, honesty, loyalty, courage and respect for authority, so that they may be well adjusted, stronger and happier children and will grow to be good, decent, healthy and trustworthy citizens.”

Little League operates as a non-profit under Section 501(c)(3) of the Federal Internal Revenue Code.

Port Hueneme Little League has been providing a program to Port Hueneme and South Oxnard youth in Bubbling Springs Park since 1959. The City and Little League have executed agreements for services since 1979.

Under the most recent agreement which expired August 2015, Port Hueneme Little League (“PHLL”) provided a supervised program under the rules and regulations of Little League Baseball, Incorporated. PHLL used the City’s three baseball fields, T-ball field, snack bar, restrooms, and score booth from January through August.

USER FEE AGREEMENT WITH PORT HUENEME LITTLE LEAGUE

March 7, 2016

Page 2

Both the City and PHLL had certain field and facilities maintenance requirements, with much of the burden on the City. In support of the program, and in understanding of the PHLL's own fiscal challenges, the user fee paid by PHLL was heavily subsidized, with the PHLL paying less than 10% of the City's actual direct charges to the facilities.

Due to the City's fiscal deficit, the City can no longer continue to subsidize the program. Staff met with PHLL Board President to discuss other options and came up with the idea of a licensing agreement.

The parties agree that a license agreement provides advantages to both parties. In the proposed license agreement, the PHLL will be granted full use and maintenance responsibilities (with few exceptions such as graffiti abatement and painting of facilities) of four baseball fields (including T-ball), bleachers, backstops, scoreboards, snack bar, portable toilets, and foul poles. PHLL will be responsible for maintaining the infield, outfield, and irrigation of each baseball field. Furthermore, PHLL will continue to pay for its own refuse, water/wastewater, and other utilities at the snack bar. A huge incentive for PHLL, is its ability to host other baseball related activities such as tournaments. Planned well, this is an opportunity for the League to create new revenue. Going forward, the PHLL Board will use the skill and labor of parents, volunteers, or subcontractors that will provide maintenance to the baseball fields and facilities. If the PHLL is unable to maintain a facility to city standards, the City will perform the work and invoice the PHLL.

Staff will be relieved of maintenance it was required to perform under past agreements. The \$3,750 license fee will cover additional staff time for trash abatement created by the program.

There are a variety of ways that cities rent out their athletic fields which include hourly fees, snack bar use fees, and license agreements. The restructure of fees and agreements in other cities, indicates that Little Leagues are facing similar changes elsewhere.

FISCAL IMPACT:

A licensing fee of \$3,750 will be paid to the General Fund.

Attachment:

- Little League License Agreement and Exhibits

LITTLE LEAGUE LICENSE AGREEMENT **Draft 02.25.16**

THIS REVOCABLE LICENSE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date, by and between the City of Port Hueneme, a California municipal corporation and charter city (“City”), and the Port Hueneme Little League, a United States Internal Revenue Code Section 501(c)(3) non-profit corporation (“Licensee”). City and Licensee are collectively referred to hereinafter as the Parties (“the Parties”).

RECITALS

A. Licensee provides baseball programs (“Little League”) for youth of the Port Hueneme community. Licensee desires to use a portion of City’s property and facilities (collectively, “Improvements”) for Little League purposes at a City-owned park site commonly known as Bubbling Springs Park (“Bubbling Springs Park”). Bubbling Springs Park is situated on a parcel of land in the vicinity of Bard Road and Park Avenue, in the City of Port Hueneme, Ventura County, California.

B. City and Licensee agree that Licensee’s use of City’s Improvements for Little League purposes will be of overall benefit to the community.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree to the following covenants, terms, conditions, and provisions:

AGREEMENT

1. License. Subject to the covenants, terms, conditions, and provisions of this Agreement, City grants to Licensee, and Licensee accepts, for Little League purposes, exclusive and non-exclusive use of the Improvements described and shown in Exhibits A and B attached hereto and by this reference made a part hereof. Nothing contained herein shall be construed as granting to Licensee or any of Licensee’s users any right, title, or interest in City’s Improvements except for the permissions specifically described in this Agreement. Neither Licensee nor the public shall acquire any prescriptive rights to any of City’s Improvements by reason of Licensee’s or the public’s use thereof.

2. Licensee’s Responsibilities; City’s Non-responsibility.

A. Licensee shall bear sole and exclusive responsibility, at its sole cost and expense, in each and every respect, for the operation, maintenance, and use of the Improvements in such manner and frequency that ensures, at all times, safe operation and full compliance with all

applicable Federal, State, and local laws, ordinances, rules, and regulations. This provision shall survive the termination of this Agreement.

B. License agrees to comply, at its sole cost and expense, with the operations and maintenance provisions set forth in Appendix B. Should Licensee fail to fully comply with any of said provisions, then City shall have the right, without notice, to take any all steps deemed necessary to ensure compliance. Execution of this Agreement shall be deemed conclusive evidence that Licensee agrees it shall bear all reasonable costs and expenses incurred by City in pursuit of its above rights, including but not limited to administrative costs; and further, that Licensee shall reimburse City within 30 days of receipt of invoice for such.

C. Notwithstanding any covenant, term, condition, or provision of this Agreement to the contrary, any action or non-action that City or any of its officers, agents, or employees may or may not take as respects Licensee's responsibilities set forth in this Paragraph 2 shall in no way constitute or be construed as an assumption or waiver by City of said responsibilities.

D. The provisions of this Paragraph 2 shall survive the termination of this Agreement.

3. License Term.

A. The term of the License shall be for the License Term; provided, however, that this Agreement may be terminated at any time in accordance with the provisions set forth in Paragraph 4 below.

B. The initial term of this Agreement ("Initial Term") shall commence on the Effective Date and shall expire on the 1-year anniversary therefrom, unless this Agreement is or has been terminated in accordance with the provisions set forth in Paragraph 4 below. Upon expiration of the Initial Term, the License will automatically renew, and continue to automatically renew, on a year-to-year basis ("Renewal Period"), until such time that this Agreement is or has been terminated.

C. The Initial Term (upon its commencement) and each 1-year renewal period (upon its commencement) shall collectively constitute the "License Term" for all purposes of this Agreement.

4. Agreement Termination; License Revocation.

A. City may at any time, with or without cause, terminate this Agreement by providing Licensee written notification of such. Licensee agrees, by execution of this Agreement, to waive any and all claims for damages that might otherwise arise from any such termination. Termination of this Agreement by City shall become effective immediately upon receipt of such notice by Licensee, such action constituting License revocation.

B. Licensee may terminate this Agreement at any time, with or without cause, by providing City written notice of such. Termination of this Agreement by Licensee shall become effective immediately upon receipt by City of such notice.

C. Licensee shall, at its sole cost and expense, and within 45 days of the effective termination of this Agreement by either of the Parties, remove all of Licensee's property ("Property") from the Improvements, and shall restore the Improvements to its pre-existing condition insofar as is practicable.

D. Should Licensee fail to fully comply with the immediately-above Paragraph 4.C provisions, then City shall have the right, without notice, to take possession of any or all of the Property remaining, and use or dispose of such in any manner deemed appropriate by City. City shall have the further right, without notice, to restore the Improvements to its pre-existing condition insofar as is practicable. Execution of this Agreement shall be deemed conclusive evidence that Licensee agrees it shall bear all reasonable costs and expenses incurred by City in pursuit of its above rights, including but not limited to administrative costs; and further, that Licensee shall reimburse City within 30 days of receipt of invoice for such.

5. Compensation. In addition to the good and valuable consideration acknowledged above, Licensee agrees to pay City the following sum (if any) in exchange for use of City Right-of-Way during the License Term.

A. Initial Term: \$3,750.00

B. Each 1-Year Renewal Period: \$3,750.00

6. Prosecution of Activities and Alterations. Licensee agrees to perform all activities pursuant to this Agreement in accordance with City's Municipal Code, policies, and procedures. Licensee further agrees not to make, or cause to be made, any alterations of any kind to the Improvements, or any part thereof, without City's prior consent. City's consent or non-enforcement of the provisions of this Paragraph 6 shall in no way be considered a City assumption or waiver of any of Licensee's responsibilities set forth in Paragraph 2 of this Agreement.

7. Hazardous Waste. City to its knowledge has not, nor to City's knowledge has any third party, used, generated, stored or disposed of, or permitted the use, generation, storage, or disposal of any Hazardous Material (as defined below) on, under, about or within the Improvements in violation of any law or regulation. Licensee agrees that it will not use, generate, store, or dispose of any Hazardous Material (as defined below) on, under, about or within the Improvements in violation of any Federal, State, or local law, ordinance, rule, or regulation. Licensee agrees to defend and indemnify City, to the extent set forth in Paragraph 9 of this Agreement, against any and all losses, liabilities, claims, or costs arising from any breach of any warranty or agreement contained in this Paragraph 7. As used in this Paragraph 7, the term "Hazardous Material" means any substance, chemical, or waste, including but not limited to any petroleum or asbestos substance, chemical, or waste, that is identified as hazardous, toxic, or dangerous in any applicable Federal, State, or local law, ordinance, rule, or regulation.

8. Assignment. Licensee shall not assign any portion of this Agreement or any of the License rights or interest that may be acquired by virtue of execution of this Agreement.

9. Indemnification.

A. To the fullest extent permitted by California law, Licensee shall at its sole expense indemnify, protect, defend, and hold harmless City, its officers, agents, and employees from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, fines, interest, penalties, defense costs, and expert witness fees) of any kind, nature, and description, including but not limited to personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Licensee or by any individual or entity for which Licensee is legally liable, including but not limited to the officers, agents, employees, or sub-contractors of Licensee. The provisions of this indemnification do not apply to any damage or losses caused by the sole misconduct of City, its officers, agents, or employees, as such conduct relates to the Improvements, or to claims of alleged dangerous conditions of City real property that are unrelated to the Improvements and that arose out of acts or failure to act by City.

B. Licensee agrees to obtain executed indemnity Agreements with provisions identical to those set forth in the immediately-above paragraph from each and every sub-contractor or any other person or entity involved by, for, with, or on behalf of Licensee in the performance of this Agreement. In the event Licensee fails to obtain such indemnity obligations from others as required here, Licensee agrees to be fully responsible according to the terms of this Paragraph 9A. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City shall be binding on the successors, assigns, or heirs of Licensee, and shall survive the termination of this Agreement.

10. Compliance with Law. Licensee, at its sole cost and expense, shall keep itself fully informed of and shall fully comply with all Federal and State laws, County and Municipal ordinances and regulations, and orders and decrees of bodies or tribunals having any jurisdiction or authority over same, which in any manner affects those engaged or employed, or materials used, or the conduct of any activity performed, pursuant to this Agreement.

11. Breach of Agreement. Notwithstanding the provisions set forth in Paragraph 4 of this Agreement, the violation of any covenant, term, condition, or provision of this Agreement shall constitute a breach of this Agreement by Licensee. Licensee may cure or correct any violations within ten (10) days from the date the Licensee receives written notice of the same. After this period, City may terminate this Agreement and the License will automatically be revoked.

12. Waiver of Breach. Any express or implied waiver of a breach of any covenant, term, condition, or provision of this Agreement shall not constitute a waiver of any further breach of the same or other covenant, term, condition, or provision of this Agreement.

13. Notices. Except as otherwise stated in this Agreement or expressly provided by law, all notices pursuant to this Agreement by one party to the other shall be in writing, and shall be deemed served when delivered by carrier service or by the United States Postal Service, by facsimile transmission, or by electronic mail. Notices shall be addressed as follows:

to Licensee: Attention: President
Port Hueneme Little League
(Enter Address)
Port Hueneme, CA 93041

to City: Attention: City Clerk
City of Port Hueneme
250 N. Ventura Road
Port Hueneme, CA 93041

Either party to this Agreement may change its address for the purpose of this Paragraph 13 by giving written notice of the change to the other party.

14. Acceptance of Facsimile and Electronic Signatures. The Parties agree that facsimile signature and electronic signature shall be treated in all respects as having the same effect as an original signature.

15. Governing Law. This Agreement has been made, and shall be construed, in accordance with the laws of the State of California. Exclusive venue for any action involving this Agreement shall be in Ventura County.

16. Partial Invalidity. Should any provision of this Agreement or portion thereof be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement or portions thereof shall remain in effect, unimpaired by the holding.

17. Entire Agreement. This Agreement constitutes the entire agreement between City and Licensee, and correctly sets forth the rights and obligations of each. Any agreement or representations not expressly set forth in this Agreement (or amendment) shall be void.

18. Construction. The language of each part of this Agreement shall be construed simply and according to its fair meaning. This Agreement is deemed to have been jointly drafted by the Parties and shall never be construed either for or against either party to this Agreement based upon allegations of a party having drafted any provision hereof.

19. Authority/Modification. The Parties represent and warrant that all necessary action has been taken by each of the parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein.

20. Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one instrument executed on the same date.

(Signature Page Follows)

IN WITNESS WHEREOF, and intending to be legally bound by the covenants, terms, conditions, and provisions set forth in this Agreement, the duly authorized representatives of the Parties have caused this Agreement to be executed and delivered, under seal, as their act and deed, to be effective on the date this Agreement is fully executed by the Parties (“Effective Date”).

PORT HUENEME LITTLE LEAGUE, a non-profit corporation

By: _____
(Sign Here)
(Enter Name and Title Here) Date

By: _____
(Sign Here)
(Enter Name and Title Here) Date

CITY OF PORT HUENEME, a California municipal corporation and charter city

By: _____
John Baker, Interim City Manager Date

Attest: _____
Michelle Ascencion, City Clerk Date

Approved as to Form: _____
Mark D. Hensley, City Attorney Date

**LITTLE LEAGUE LICENSE AGREEMENT
EXHIBIT A – LIST OF IMPROVEMENTS**

A. Exclusive Use

City grants Licensee exclusive use of the following Improvements:

1. The entire property and all improvements located within the fenced areas of Baseball Field Nos. 1 through 3, including but not limited to fencing and gates, landscaping, and irrigation.
2. Ancillary improvements that support the functionality of Baseball Field Nos. 1 through 3, regardless of location. These improvements include, but are not limited to:
 - a. Bleachers
 - b. Backstops
 - c. Scoreboards
 - d. Snack Bar
 - e. Portable toilets
 - f. Foul Poles

The existing restroom building serving Bubbling Springs Parks is not considered an ancillary improvement.

B. Non-exclusive Use

City grants Licensee non-exclusive use of the following Improvements:

- a. T-Ball Field
- b. Ancillary improvements that support the functionality of the T-Ball field. These improvements include, but are not limited to:
 - a. Bleachers
 - b. Backstop
 - c. Benches

The existing restroom building serving Bubbling Springs Parks is not considered an ancillary improvement.



Google earth

feet
meters



EXHIBIT A - LIST OF IMPROVEMENTS
SHEET 2 OF 2



License No. 16-01

**LITTLE LEAGUE LICENSE AGREEMENT
EXHIBIT B – RESPONSIBILITIES**

A. City Responsibilities

City will be responsible for:

1. Performing graffiti abatement throughout Bubbling Springs Park, regardless of the improvement.
2. Maintaining the structural integrity of all masonry block wall buildings.
3. Painting (when deemed necessary by the City) of masonry block wall building exteriors.

B. Licensee Responsibilities

Licensee shall:

1. Maintain a status as a 501(c)(3) nonprofit corporation chartered within the City of Port Hueneme. Licensee agrees to provide the City with proof of nonprofit status and a certified accounting of its financial status each year.

The annual financial accounting shall include: 1) a budget summary of actual revenue and expenditures from Licensee's prior fiscal year, 2) a budget summary of estimated revenue and expenditures for Licensee's current fiscal year; and 3) a bank statement or account summary to verify information provided in the budgets. The financial accounting and proof of nonprofit status shall be submitted with the acceptance of this agreement.

2. Provide City with complete and unobstructed access to any and all of the Improvements for which exclusive use has been granted, no prior notice being required of City.
3. Provide City's Department of Recreation and Community Services prior to the start of each month a schedule of games, practices, training sessions, and tournaments for that month.
 1. Limit tournaments to 4 per year. Each tournament shall not exceed 2 weekends or 4 total days. Weekends for each tournament must be consecutive. During the period between April 1 and October 31 of each year, Licensee shall obtain parking permits from City at least 30 days prior to the tournament.

2. Not construct or place any sign, signboard, or other form of outdoor advertising within Bubbling Springs Park without the prior written consent of City. This provision does not prohibit the use of identification banners for individual teams and sponsors while games are in progress. Licensee shall comply with City's sign ordinance regarding the placement of signs outside of Bubbling Springs Park.
3. Prohibit Vendors within Bubbling Springs Park without City's prior written authorization. Vendor operations, when authorized, shall be subject to the following conditions:
 - a. Vendors shall be self-contained.
 - b. Vendors shall abide by all local, state, and federal laws, including but not limited to, environmental health regulations and the Americans with Disabilities Act (ADA). Vendors shall carry and maintain at all times a valid City of Port Hueneme business license.
 - c. Vendors shall not sell tobacco, alcohol, or any other product or item not approved by City.

Licensee shall ensure that all Vendors have a valid City of Port Hueneme business license on file with City.

4. Not use, or allow others under its direct or indirect control to use, use amplified sound without the prior written authorization of City. Notwithstanding any authorizations that may be granted regarding the use of amplified sounds, Licensee shall at all times comply at all times with noise limits set forth in City's noise ordinance.
5. Be responsible for continued operations and maintenance of all Improvements for which exclusive and non-exclusive use have been granted, except that water use fees shall be limited to all Improvements for which exclusive use only has been granted.
6. Repair damages due to vandalism, other than graffiti, to all Improvements for which exclusive and non-exclusive use has been granted. Repairs shall be completed to the full satisfaction of City within 5 working days of receipt of notice. Licensee shall bear the full cost of such repairs.
7. Clear the exclusive and non-exclusive areas of trash and debris at the conclusion of each game and tournament day.

8. As respects the Snack Bar:
 - a. Maintain and pump out the snack bar holding tank. Empty the tank prior to the first game and at the conclusion of the season, and provide documentation acceptable to City that this service was performed.
 - b. Dispose of deep fryer oil properly. League will be responsible for dumping of grease in accordance with applicable law.
 - c. Maintain fire extinguishers, a fire suppression system, and the hood system in compliance with State and local codes and regulations.



City of Port Hueneme

COUNCIL AGENDA STAFF REPORT

TO: City Council

FROM: Carmen Nichols, Deputy City Manager

SUBJECT: ADOPTION OF A RESOLUTION AUTHORIZING STAFF TO OPERATE THE SENIOR NUTRITION PROGRAM IN COOPERATION WITH THE COUNTY OF VENTURA

DATE: March 7, 2016

RECOMMENDATION:

It is recommended the City Council adopt the attached resolution authorizing the Deputy City Manager to operate the Senior Nutrition program in cooperation with the County of Ventura for Fiscal Years July 1, 2016 through June 30, 2017 (and renewable for FY 2017-18, FY 2018-19 and FY 2019-20).

BACKGROUND/ANALYSIS:

The City of Port Hueneme assumed responsibility from the County for the operation of the Senior Nutrition program beginning April 1, 2005. The City currently operates the home delivered program in partnership with the Ventura County Area Agency on Aging under an agreement that expires on June 30, 2016.

The Port Hueneme Senior Nutrition program is contracted for home delivered meals in the City of Port Hueneme. Individuals eligible to receive home delivered meals are as follows:

- a.) Any individual aged 60 and older who is frail and homebound by reason of disability, illness or isolation; or
- b.) A spouse of a home delivered meal recipient, regardless of age, if it is determined that providing a meal is in the best interest of the homebound participant; or
- c.) An individual with a disability who resides at home with a participant if it is determined that providing a meal is in the best interest of the homebound individual.

SENIOR NUTRITION PROGRAM

March 7, 2016

Page 2

The estimated program costs of \$40,400 are based on 6,500 meals at the set price of \$6.22 established by the grant. Values (in-kind costs such as janitorial services, a value for volunteer hours, and the facility rental) are charged against the program cost. The grant pays up to \$2.46 per meal (\$15,962) which along with other donations cover staff time and other expenses.

In FY 2014-2015, a dedicated part time position was eliminated, reducing the GF subsidy of approximately \$22,000. These tasks were then absorbed by remaining staff and therefore, no subsidy other than the matching contribution of \$1,592 is expected.

Adoption of a resolution is required as part of the grant application due February 12, 2016 for the program period of July 1, 2016 through June 30, 2017 (renewable for FY 2017-18, FY 2018-19 and FY 2019-2020). The grant may be awarded contingent on forthcoming resolution.

FISCAL IMPACT:

There is no fiscal impact in the current FY 2015-2016 since matching grant funds of \$1,500 for the existing cooperative agreement are already appropriated in the current budget.

In FY 2016-2017 the General Fund matching contribution is expected to be approximately \$1,592. This expense will be appropriated annually in the budget through the term of the agreement.

Approximately \$15,962 in grant funding is anticipated from the County of Ventura through the Older American's Act, which along with other donations, offset staff time and other small expenses.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME AUTHORIZING THE DEPUTY CITY MANAGER, CARMEN NICHOLS, TO CONTRACT WITH THE VENTURA COUNTY AREA AGENCY ON AGING FOR THE CITY TO CONTINUE DAY-TO-DAY SITE OPERATIONS FOR THE SENIOR NUTRITION PROGRAM

WHEREAS, the Ventura County Area Agency on Aging (VCAAA) currently receives Older Americans Act Funds in order to provide County-wide Senior Nutrition Program services in Ventura County, including the Port Hueneme Community Center; and

WHEREAS, VCAAA restructured the County-wide Senior Nutrition Program effective April 1, 2005; and

WHEREAS, the restructured County-wide Senior Nutrition Program resulted in the VCAAA arranging for the purchase and periodic delivery of frozen meals to the Community Center; and

WHEREAS, the City of Port Hueneme will complete the contract period as of June 30, 2016, and wishes to apply to maintain its Home Delivered meal program; and

WHEREAS, the VCAAA has agreed to allow the City to collect and retain program revenues and voluntary donations and has further agreed to provide Federal grant funding to offset the cost of the City providing day-to-day management of the Senior Nutrition Program at the Port Hueneme Community Center.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Port Hueneme authorizes the Deputy City Manager, Carmen Nichols, to contract with the Ventura County Area Agency on Aging for the City to continue

to sign for the Policy-Making Body on the Application and on the Budget, and the Deputy City Manager may sign for actions and revisions to the project which occur during the contract period.

PASSED, APPROVED, AND ADOPTED this 7th day of March, 2016.

DOUGLAS A. BREEZE
MAYOR

ATTEST:

JOHN BAKER
INTERIM CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

MARK D. HENSLEY
CITY ATTORNEY

JOHN BAKER
INTERIM CITY MANAGER