



City of Port Hueneme

PORT HUENEME CITY COUNCIL REGULAR MEETING

MAY 2, 2016
6:30 PM

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

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, FLAG SALUTE**
2. **INSPIRATION:** Mayor Douglas Breeze
3. **ROLL CALL**
4. **AGENDA:** (*Amend / Approve*)
5. **PRESENTATIONS:**
 - A. **PROCLAMATION HONORING THE VALOR OF BRYANNA LEON FOR RESCUING A 7 YEAR OLD GIRL AT KIDDIE BEACH**
Action: Present proclamation.
 - B. **THE PORT OF HUENEME**
Action: Kristen Decas, CEO & Director will provide an update regarding The Port of Hueneme and Oxnard Harbor District.-
 - C. **PRESENTATION AND APPROVAL OF A PERFORMANCE IMPROVEMENT AGREEMENT WITH THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA)**

Action: Adopt Resolution No. _____ accepting Joint Powers Insurance Authority (CJPIA) Performance Improvement Plan agreement with the City of Port Hueneme.

D. VENTURA COUNTY ANIMAL SERVICES

Action: Representatives from the Ventura County Animal Services will explain the increase in costs and billing for their services.

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 April 18, 2016 Regular Meeting.

B. CASH DISBURSEMENTS RATIFICATION

Action: It is recommended the City Council ratify the cash disbursements listing for the period April 9, 2016 through April 22, 2016.

C. U.S. GOVERNMENT LICENSE FOR A BUS SHELTER ON PLEASANT VALLEY ROAD WEST OF VENTURA ROAD

Action: It is recommended the City Council authorize the Interim City Manager to execute a License with the U.S. Government, granting the City the right to construct, operate, and maintain a bus shelter serving westbound bus service.

D. CONTRACT AWARD FOR THE VENTURA ROAD BIKEWAY UPGRADES PROJECT

Action: It is recommended the City Council award a contract in the amount of \$73,790.00 to Draper Construction for the project entitled: Ventura Road Bikeway Upgrades.

E. AUTHORIZE THE SOLE SOURCE PURCHASE OF SEWER MANHOLE REHABILITATION MATERIALS

Action: It is recommended the City Council authorize the sole source purchase of Sauereisen Sewer Gard® manhole rehabilitation materials, from J.A. Crawford Co., in the amount \$26,000.

F. AMENDMENT NO. 2 TO VENTURA COUNTY PROBATION AGENCY AGREEMENT NO. 1156

Action: It is recommended the City Council authorize the Interim City Manager to execute Amendment No. 2 to Ventura County Probation Agency Agreement for Work Release Labor Including Transportation and Supervision by County (Agreement No. 1156).

8. NEW BUSINESS

A. RESOLUTIONS OF INTENTION TO ORDER THE LEVY AND COLLECTION OF THE ANNUAL ASSESSMENTS FOR ASSESSMENT DISTRICT NO. 87-1, ASSESSMENT DISTRICT NO. 91-1, AND ASSESSMENT DISTRICT NO. 95-3; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON.

Action: It is recommended the City Council adopt three resolutions, the titles of which are as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, INITIATING PROCEEDINGS FOR AND DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE "LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 87-1" FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, INITIATING PROCEEDINGS FOR AND DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE "PARKWAY AND MEDIAN ASSESSMENT DISTRICT NO. 91-1" FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, INITIATING PROCEEDINGS FOR AND DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE "PORT HUENEME DRAINAGE"

MAINTENANCE ASSESSMENT DISTRICT NO. 95-3" FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON

9. CITY MANAGER REPORTS/COMMENTS

A. CAMPAIGNING OVERVIEW

Action: It is recommended that the City Council receive and file this report.

B. CITY MANAGER RECRUITMENT BROCHURE

Action: It is recommended the City Council review the proposed recruitment brochure for a permanent City Manager and approve it for production and publication.

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

11. 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.

12. CLOSED SESSION: (None.)

ADJOURNMENT: Adjourn to the next Regular Meeting to be held May 16, 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

COUNCIL AGENDA STAFF REPORT

TO: City Council

FROM: John Baker, Interim City Manager

SUBJECT: APPROVING A PERFORMANCE IMPROVEMENT PLAN AGREEMENT WITH THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA)

DATE: May 2, 2016

RECOMMENDATION:

That the City Council adopt Resolution No._____ approving a Performance Improvement Agreement with the California Joint Powers Insurance Authority (CJPIA).

BACKGROUND/ANALYSIS:

The City of Port Hueneme belongs to a municipal self-insurance pool consisting of over 120 members. The self-insurance pool, managed by California Joint Powers Insurance Authority (CJPIA), provides workers' compensation insurance, all-risk property insurance and general liability insurance protection for its members.

Due to an upsurge in claims against the City, CJPIA's Executive Committee deemed it necessary for the City to adopt a Performance Improvement Plan (PIP) to ensure the City's governance is consistent with CJPIA's mission and goals as it relates to risk management standards and best practices.

The 18-month PIP outlines specific standards that must be achieved in order for the City to remain in good standing with CJPIA. Should the City be unsuccessful in completing the PIP or at any time during the plan period default in one or more of the plan elements, adverse actions may be taken against the City, including the imposition of higher copayments or deductibles, coverage exclusions for certain activities or conditions, or cancellation of the City's membership in the insurance pool.

Approval of Performance Improvement Plan

May 2, 2016

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Should the City's membership in the insurance pool be cancelled, it will adversely affect the City's ability to participate in another insurance pool. The City could acquire insurance directly from insurance carriers, but the cost may be prohibitive with high deductibles. If the City becomes self-insured without belonging to an insurance pool, all claims will have to be paid out of the General Fund Reserves. •

CJPIA's Executive Committee approved the PIP at their executive meeting on March 23, 2016. The City Council must formally agree to the PIP by adopting a resolution to approve a Performance Improvement Agreement with CJPIA.

The trainings required by the PIP will be conducted by CJPIA at no cost to the City.

FISCAL IMPACT:

If the City's membership in the CJPIA insurance pool is cancelled, there will be a considerable cost to acquire insurance elsewhere, although an actual amount cannot be determined at this time without an underwriting valuation.

ATTACHMENTS:

- 1.) Resolution No. _____ Approving a Performance Improvement Agreement with the California Joint Powers Insurance Authority (CJPIA)
- 2.) Performance Improvement Agreement with the California Joint Powers Insurance Authority (CJPIA)
- 3.) Performance Improvement Plan Matrix

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME
APPROVING A PERFORMANCE IMPROVEMENT AGREEMENT WITH THE
CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA)**

WHEREAS, the California Joint Powers Insurance Authority (CJPIA) is authorized by its Joint Powers Agreement to operate as a membership organization providing risk management services to selected public agencies who apply and qualify for membership; and

WHEREAS, the City is a member agency of the CJPIA; and

WHEREAS, the Executive Committee of CJPIA has determined it is necessary for the City to adopt a Performance Improvement Plan to ensure the City's governance is consistent with CJPIA's mission and goals as it relates to risk management standards and best practices; and

WHEREAS, CJPIA has requested that the City execute a Performance Improvement Agreement with CJPIA which outlines specific standards that must be achieved in order for the City to remain in good standing with CJPIA; and

WHEREAS, the City Council finds that entering into a Performance Improvement Agreement and complying with a Performance Improvement Plan is consistent with the City's ongoing good governance efforts and is in the best interest of the City.

NOW, THEREFORE, be it resolved by the City Council of the City of Port Hueneme that:

1. The Performance Improvement Agreement with the California Joint Powers Insurance Authority (CJPIA) is approved; and
2. The City Manager is authorized to execute the Performance Improvement Agreement with the California Joint Powers Insurance Authority (CJPIA); and
3. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 2nd day of May, 2016.

DOUGLAS A. BREEZE
MAYOR

ATTEST:

MICHELE KOSTENUIK
CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY
CITY ATTORNEY

APPROVED AS TO CONTENT:

JOHN BAKER
INTERIM CITY MANAGER

City of Port Hueneme Performance Improvement Agreement

THIS AGREEMENT (Agreement) is made and effective as of March 23, 2016, between the California Joint Powers Insurance Authority (“Authority”), and the City of Port Hueneme (“City”). Pursuant to the California Joint Powers Insurance Authority - Joint Powers Agreement, the Executive Committee of the Authority has determined it necessary to enter into a Performance Improvement Plan to ensure the City’s governance is consistent with the Authority’s mission and goals as it relates to risk management standards and best practices.

General Provisions

1. No later than November 15, 2017, the Authority will determine whether the City has complied with all performance standards of the Performance Improvement Plan that is embodied in this Agreement. If the Authority determines that the City has complied with the Agreement, the City and the Authority will enter into and dissolve the Agreement. If the Authority determines that the City has not complied, and the City disagrees with that determination, the City may request an appeal hearing before the Executive Committee. If the City does not appeal to dissolve the Agreement, or the appeal is denied, the Executive Committee may recommend endorsements limiting certain coverages or move to have the City removed from the liability program.

2. The Authority and the City may jointly stipulate to make changes, modifications, and amendments to the performance plan, which shall be effective at the adoption by Resolution by the City Council of Port Hueneme and with the approval of the Chief Executive Officer of the Authority.

3. The City will take all action necessary to ensure that it appoints personnel on the basis of merit, who have the education and experience necessary to effectively lead and manage in the appointed positions. The City will establish strict accountability by defining expectations and performance standards for such positions.

4. The Agreement is binding upon the parties hereto by and through their officials, agents, employees, and successors and is enforceable only by the parties. No person or entity is intended to be a third-party beneficiary of any civil, criminal, or administrative action and, accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement.

5. All plans, policies, procedures, or action(s) that are required to be developed and implemented by the Agreement will be developed by the City and then submitted to the Authority for review and approval. Each such plan, policy, procedure or action(s) will be submitted within the date specified within the Performance Improvement Plan. All plans, policies, procedures or action(s) that are required to be developed and implemented by this Agreement are subject to the requirements and procedures set forth in this paragraph.

Definitions

6. The term “Adverse Action” is defined as: discharge, demotion or transfer accompanied by one or more of the following: decreased wages or salary; a less distinguished job title; a material loss of benefits; significantly diminished material job responsibilities; loss of seniority; other criteria that are unique to the particular situation.

7. The term “Authority” means the California Joint Powers Insurance Authority.

8. The term “City” means the City acting through the Port Hueneme City Council.

9. The term “Day” is defined as a normal business day, Monday through Friday in which the City offices are open to receive normal public business.

10. The term “Effective Date” means the day on which the Port Hueneme City Council adopts the Performance Improvement Agreement by resolution.

11. The term “Executive Committee” means the Executive Committee of the Board of Directors of the Authority.

12. The term “Joint Powers Agreement” means the agreement the member entered into to become a member of the Authority.

Performance Improvement Plan

13. City Council to adopt the Performance Improvement Agreement by resolution no later than thirty days after its adoption by the Executive Committee.

14. The City will, by June 13, 2016 meet with Authority staff after the adoption of the Performance Improvement Plan by City to establish timelines for completion of the City’s Loss Control Action Plan (LossCAP). Dates for completion for all items shall not be beyond the term of the Performance Improvement Plan.

15. The City will hire a permanent, full-time City Manager who has a demonstrated ability to manage the City, particularly with respect to its current challenges. It is expected that the successful candidate will have executive management experience of at least five years as a Department Head and three years as an Assistant City Manager or above. Candidate should be a member of ICMA in good standing. The City Manager should be hired within six months.

16. The City will hire a permanent, full-time Finance Director who has a demonstrated ability to oversee and manage the City’s finance department, particularly with respect to its current challenges. Candidate should have a minimum of five years of increasingly responsible experience working in local government financial management including two years of administrative and supervisory responsibility. The permanent City Manager shall hire the Finance Director within three months of his or her appointment.

17. All Councilmembers are required to complete specific training on council relations, the City Council/City Manager form of government, appropriate interaction with city staff, the Brown Act, leadership, and cooperation as identified and provided by the Authority no later than 60 days after the adoption of the Performance Improvement Plan.

18. All Councilmembers and appointed officials are required to complete preventing discrimination and harassment and workplace violence prevention training. Training sessions will also address gender sensitivity. The training shall be provided by the Authority and must be completed no later than 90 days after the adoption of the Performance Improvement Plan. The city's training registrar shall also ensure that city staff have received this training according to the recommended training frequency guidelines.

19. All city staff is required to complete team building and team communication training. Managers and supervisors will participate in one session and general employees will participate in a separate session. Training will address the challenges currently facing the city.

20. All managers and supervisors will complete a series of training sessions addressing workers' compensation claims (Workers' Compensation 101 and 201, Management's Guide to Safety, etc.)

21. All managers and supervisors will complete Human Resources training addressing topics such as social media for public agencies, dealing successfully with employees, employee accountability, effective performance evaluations, disciplinary procedures, and creating effective documentation. Training will address the challenges currently facing the city and address other necessary topics.

22. All Councilmembers, executive staff, and other applicable staff (as determined by City Manager) are required to complete Public Relations: Communicating Successfully with the Public training. Training will address the challenges currently facing the city.

23. The City will notify the Authority immediately of any complaints that involve allegations of harassment, discrimination, or retaliation. City is required to submit a plan of action in writing to the Authority no later than 30 days from receipt of the allegation as to how

the City will respond to the complaint. The Authority will review and provide feedback on the plan of action.

24. The City will notify the Authority of any proposed adverse personnel action (discipline) before it is administered to any employee of the City. The Authority will review and provide feedback on the proposed discipline.

25. Interim Police Chief shall schedule a meeting with Lexipol to discuss a plan of action to update police manual and implementation of daily training bulletins.

26. The City will meet quarterly with Authority staff in order to review the status and progress of the City's Performance Improvement Plan. Quarterly dates to be established after the adoption of the Performance Improvement Plan.

27. Upon compliance with any provision of this Agreement, the City may request in writing that the Authority confirm the City has so complied. If the Authority agrees that the City has complied, the Authority shall confirm that determination in writing to the City.

28. Neither the City nor the Authority will be deemed to be in violation of the Agreement by reason of the failure to perform any of its obligations hereunder to the extent that such failure is due to unforeseen circumstances, including strikes, acts of God, acts of court of competent jurisdiction, weather conditions, riots, civil disobedience, fire, insurrection, war, or any similar circumstances for which neither the City nor the Authority is responsible and which neither the City nor the Authority control.

29. The person executing this Agreement on behalf of the City warrants and represents that he/she has the authority to execute this Agreement on behalf of the City and has the authority to bind the City to the performance of its obligation hereunder.

Authority:

Jonathan Shull, Chief Executive Officer
California JPIA

Date: _____

City of Port Hueneme:

John Baker, Interim City Manager
City of Port Hueneme

Date: _____

Performance Improvement Plan Matrix

No.	Due Date	Responsible Person	Area	Performance Standard	Status
1	05/02/16	City Council	Risk Management	City Council to adopt the Performance Improvement Agreement by resolution no later than thirty days after its adoption by the Executive Committee.	
2	06/13/16	City Manager	Risk Management	Meet with Authority staff no later than 30 days after the adoption of the Performance Improvement Plan to establish timelines for completion of the City's LossCAP Action Plan. Dates for completion for all items shall not be beyond the term of the Performance Improvement Plan.	
3	11/02/16	City Council	Human Resources	Hire a permanent, full-time City Manager who has a demonstrated ability to manage the City, particularly with respect to its current challenges. It is expected that the successful candidate will have executive management experience of at least five years as a Department Head and three years as an Assistant City Manager or above. Candidate should be a member of ICMA in good standing. The City Manager should be hired within six months.	
4	02/02/17	City Manager	Human Resources	Hire a permanent, full-time Finance Director who has a demonstrated ability to oversee and manage the City's finance department, particularly with respect to its current challenges. Candidate should have a minimum of five years of increasingly responsible experience working in local government financial management including two years of administrative and supervisory responsibility. The permanent City Manager shall hire the Finance Director within three months of his or her appointment.	
5	07/25/16	City Council	Risk Management	All Councilmembers are required to complete specific training on council relations, the City Council/City Manager form of government, appropriate interaction with city staff, the Brown Act, leadership, and cooperation as identified and provided by the Authority no later than 60 days after the adoption of the Performance Improvement Plan.	

Performance Improvement Plan Matrix

No.	Due Date	Responsible Person	Area	Performance Standard	Status
6	09/06/16	City Council	Risk Management	All Councilmembers and appointed officials are required to complete preventing discrimination and harassment and workplace violence prevention training. Training sessions will also address gender sensitivity. The training shall be provided by the Authority and must be completed no later than 90 days after the adoption of the Performance Improvement Plan. The city's training registrar shall also ensure that city staff have received this training according to the recommended training frequency guidelines.	
7	01/27/17	All Staff	Risk Management	All city staff is required to complete team building and team communication training. Managers and supervisors will participate in one session and general employees will participate in a separate session. Training will address the challenges currently facing the city.	
8	11/24/16	Managers and Supervisors	Risk Management	All managers and supervisors will complete a series of training sessions addressing workers' compensation claims (Workers' Compensation 101 and 201, Management's Guide to Safety, etc.)	
9	12/16/16	Managers and Supervisors	Risk Management	All managers and supervisors will complete Human Resources training addressing topics such as social media for public agencies, dealing successfully with employees, employee accountability, effective performance evaluations, disciplinary procedures, and creating effective documentation. Training will address the challenges currently facing the city and address other necessary topics.	

Performance Improvement Plan Matrix

No.	Due Date	Responsible Person	Area	Performance Standard	Status
10	10/27/16	City Council and Executive Staff	Risk Management	All Councilmembers, executive staff, and other applicable staff (as determined by City Manager) are required to complete Public Relations: Communicating Successfully with the Public training. Training will address the challenges currently facing the city.	
11	Ongoing	City Manager	Human Resources	Notify the Authority immediately of any complaints that involve allegations of harassment, discrimination, or retaliation. City is required to submit a plan of action in writing to the Authority no later than 30 days from receipt of the allegation as to how the City will respond to the complaint. The Authority will review and provide feedback on the plan of action.	
12	Ongoing	City Manager	Human Resources	Notify the Authority of any proposed adverse personnel action (discipline) before it is administered to any employee of the City. The Authority will review and provide feedback on the proposed discipline.	Ongoing
13	06/30/16	Police Chief	Risk Management	Interim Police Chief shall schedule a meeting with Lexipol to discuss a plan of action to update police manual and implementation of daily training bulletins.	
14	Ongoing	City Manager	City Management	Meet quarterly with Authority staff in order to review the status and progress of the City's Performance Improvement Plan. Quarterly dates to be established after the adoption of the Performance Improvement Plan.	Ongoing

The City is required to notify the Authority via the City Attorney of any personnel changes involving the City Manager during the term of the Performance Improvement Plan.

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

APRIL 18, 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 Jonathan Sharkey gave the Inspiration and stated the meeting will adjourn in memory of Paul Boog and Robert "Bob" Brant.

The 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, Karl H. Berger, Deputy City Attorney; Carmen Nichols, Deputy City Manager; Robert Albertson, Interim Chief of Police; Alvin Burrell, Interim Finance Director; Chris Theisen, Public Works Director; Fred Camarillo, Environmental Services Manager, Michele Kostenuik City Clerk.

AGENDA:

The Council Members had previously received copies of the Agenda, which was approved unanimously.

PRESENTATIONS:

- A. RECOGNITION OF RETIRING PORT HUENEME CITY EMPLOYEE DANIEL STOWE, FLEET MAINTENANCE MECHANIC
Action: Presented plaque.

Mayor Breeze made remarks and presented a plaque to Mr. Stowe.

- B. INTRODUCTION AND OATH OF OFFICE FOR NEW PORT HUENEME RESERVE POLICE OFFICER, NANCY SERRATOS
Action: Performed Oath of Office swearing in Reserve Police Officer Nancy Serratos.

Police Chief Robert Albertson performed the Oath of Office and remarks were made by the Council Members.

C. PROCLAMATION IN MEMORY OF RETIRED PORT HUENEME POLICE CANINE "DON"

Action: Presented proclamation to Port Hueneme Police Officer Ryan Bates.

Mayor Breeze presented the proclamation and remarks were made by Council Members commending Officer Canine "Don", along with his handler Officer Bates, for their years of service together protecting the community.

D. PROCLAMATION RECOGNIZING THE VENTURA COUNTY LIBRARY CENTENNIAL

Action: Presented proclamation to Bernadette McDowell, City of Port Hueneme Librarian, and Nancy Schram, Ventura County Deputy Director.

Mayor Breeze presented the proclamation. Ms. McDowell spoke about the upcoming centennial event on Wednesday, April 20, 2016 and Ms. Schram spoke about the Ventura County Library system and new services they are offering to the community.

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. Tracy Sisson Phillips, CEO Hueneme Chamber of Commerce
Announced upcoming events in the community and thanked key City staff for their assistance.
2. Mr. Jones, Port Hueneme
Commented on the Port Hueneme City's Charter proposed amendment. He disagrees with the section that states the Chamber of Commerce can overrule City Council decisions.

CONSENT AGENDA:

A. APPROVAL OF MINUTES

Action: It is recommended the City Council approve the Minutes of the March 21, 2016 Regular Meeting and the April 4, 2106 Regular meetings.

Council Member Figg objected to the Minutes stating they didn't reflect his comments accurately:

Mayor Pro Tem Sharkey, seconded by Council Member Schnopp moved to approve the minutes. The motion carried 4-1 by the following roll call vote.

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

NOES: Council Member Figg.

ABSTAINING: None.

ABSENT: None.

B. CASH DISBURSEMENTS RATIFICATION

Action: It is recommended the City Council ratify the cash disbursements listing for the period March 12, 2016 through March 25, 2016.

D. AUTHORIZATION TO SEEK BIDS FOR CHEMICAL PURCHASES FOR USE AT THE BRACKISH WATER RECLAMATION DEMONSTRATION FACILITY

Action: It is recommended the City Council authorize staff to proceed with the bidding process for the purchase of chemicals for use at the Brackish Water Reclamation Demonstration Facility (BWRDF).

Mayor Pro Tem Sharkey, seconded by Council Member Schnopp, moved to approve the cash disbursements and to seek bids for chemical purchases for BWRDF. 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.

(Item C. was pulled for discussion by Council Member Hensley)

Discussion ensued among Council and staff. Chris Theissen, Director of Public Works spoke in detail about the specifications of the RFP.

Council Member Hensley, seconded by Mayor Pro Tem Sharkey, moved to approve RFP for a three-year water quality analysis contract. Motion carried 5-0.

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

NOES: None.

ABSTAINING: None.

ABSENT: None.

CITY MANAGER:

A. INFORMATION REQUESTS FROM CITY COUNCIL

Action: It is recommended the City Council receive and file informational reports regarding Mar Vista issues and water billing.

The Interim City Manager, John Baker gave a report and update regarding Mar Vista Apartments' issues brought up by residents at the April 18, 2016 Housing Authority Regular Meeting of smoking on the premises and condition of vents in the units. Discussion ensued among Council and staff. Alvin Burrell, Interim Finance Director answered questions. Request was made for staff to add Spanish signage in the building, and benches and trash receptacles across the street from the facility. An update by staff was requested at the May 16, 2016 Regular Meeting regarding the issues outlined.

Mayor Breeze, seconded by Council Member Hensley, moved to have staff perform an assessment of Mar Vista Apartments' entire facility and report back to the Council of their findings and recommendations for resolution. 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.

The following person requested to speak:

1. Steven Gama, Port Hueneme
Condition of ventilation system at Mar Vista Apartments.

Further discussion ensued.

The Interim City Manager, John Baker gave a report and update regarding the City's water billing process and the Owner Guarantor Program. Discussion ensued among Council and staff in relation to processes for shutting off services due to non-payment, arrangements for partial payment, and residential/commercial billing. Alvin Burrell, Interim Finance Director explained in detail the program and processes.

The following person requested to speak:

2. Robert Herrera, Oxnard (Port Hueneme property owner)
Spoke on current water billing system (every other month) and the impact it has on him as a landlord for tenants that don't pay their water bill.

Further discussion ensued. Council stated current City's water billing system is effective and appropriate as it exists.

The following person requested to speak:

3. Tracy Sisson Phillips, Port Hueneme
Agreed the City's current billing system and procedures were effective.

Further discussion ensued.

B. GENERAL MANAGER BROCHURE

Action: It is recommended the City Council review the proposed recruitment brochure for a permanent City Manager and make recommended alterations.

The Interim City Manager, John Baker presented and requested input on the draft City Manager recruitment brochure produced by Avery Associates. Discussion ensued among Council and staff regarding language in brochure, compensation, and recruitment timeline. Suggestion was made to include language regarding the current situation of the City. Mr. Baker stated he would provide the revised brochure, with the recommendations, at the May 2, 2016 Regular Meeting.

CITY MANAGER REPORTS/COMMENTS:

The Interim City Manager, John Baker announced upcoming presentations by California Joint Powers Insurance Authority (JPIA), Kristen Decas, CEO of The Port of Hueneme, and Ventura County Animal Services.

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

Council Member Schnopp made comments on standing issue of JPIA.

Council Member Figg stated the Council should present a proclamation to the fourteen year old female Hueneme High School student who helped save a 7 year old child of a near drowning at Kiddie Beach in Oxnard. He also requested that the Karl Berger, Deputy City Attorney establish ground rules for the Council to follow during meetings as the election season starts.

Council Member Hensley commented on the fast response time of the Port Hueneme City Police Department to incidents.

Mayor Pro Tem Sharkey reported on a stress test analysis conducted by the California Policy Center, stating the City of Port Hueneme received a perfect score (one of only three cities within Ventura County).

Mayor Breeze commented regarding the Ventura County Animal Services increasing their fees.

The following persons requested to speak:

1. Tamah Figg, Port Hueneme
Disagreed with comments made by Council Member Schnopp.
2. Steven Gama, Port Hueneme
Spoke regarding his requests for information of claims related to prior employee Ms. Haas and JPIA.

CONTINUATION OF OPEN FORUM: No one requested to speak.

CLOSED SESSION: None.

ADJOURNMENT:

Mayor Breeze, without objection, adjourned the meeting at 8:31 p.m. to the next Regular Meeting to be held May 2, 2016 at 6:30 p.m. in the City Council Chamber (Closed Session at 6:00 p.m.).

Respectfully submitted,

Michele Kostenuik
City Clerk

APPROVED:

MAYOR BREEZE

CITY OF PORT HUENEME
CASH DISBURSEMENTS
For the period April 9, 2016 through April 22, 2016

May 2, 2016

Presented are the cash disbursements issued by the Finance Dept. for the period April 9, 2016 through April 22, 2016. Shown are cash disbursements by date of occurrence and type of payment.

Date	Type of Payment	Attachment	Amount
April 15, 2016	EFT Transactions 5269-5270 A/P Checks 106886-106921	A	\$414,612.61
April 15, 2016	Payroll Distribution	B	\$226,779.01
April 18, 2016	A/P Check 106922	C	\$150.00
April 21, 2016	A/P Checks 106923-107023	D	\$181,383.65
Total			<u>\$822,925.27</u>

7B

Transactions for 4/15/2016

Date: 4/25/2016

Vendor Name	Description	Check Date	Number	Amount
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	381.49
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	1,945.19
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	3,097.35
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	5,287.80
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	2,609.55
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	1,192.15
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	972.99
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	22,570.00
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	5,116.20
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	1,654.17
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	1,974.55
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	649.89
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	1,044.97
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	3,843.26
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	2,348.10
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	257.01
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	781.85
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	1,007.83
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	424.59
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	4,404.35
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	2,092.34
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	4,810.76
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	4,725.41
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	1,599.27
CALPERS CONTRIBUTIONS	APR'16 UNFUNDED LIABILITY	4/15/2016	5269	424.59
PORT HUENEME POLICE OFCR ASSN	PAYROLL SUMMARY	4/15/2016	5270	1,578.84
AMERICAN FIDELITY ASSURANCE	PAYROLL SUMMARY	4/15/2016	106886	1,201.63
AMERICAN FIDELITY ASSURANCE COMPANY	PAYROLL SUMMARY	4/15/2016	106887	1,390.92
AMERICAN FUNDS SERVICE COMPANY	PAYROLL SUMMARY	4/15/2016	106888	30.00
ARAMARK UNIFORM SERVICES	MAR'16 STREETS	4/15/2016	106889	301.84
ARAMARK UNIFORM SERVICES	MAR'16 COMMUNITY CENTER	4/15/2016	106889	608.20
ARAMARK UNIFORM SERVICES	MAR'16 LANDSCAPE	4/15/2016	106889	600.06
ARAMARK UNIFORM SERVICES	MAR'16 PARKING	4/15/2016	106889	61.05
ARAMARK UNIFORM SERVICES	MAR'16 WASTE WATER	4/15/2016	106889	162.30
ARAMARK UNIFORM SERVICES	MAR'16 WATER	4/15/2016	106889	132.20
ARAMARK UNIFORM SERVICES	MAR'16 PHWA	4/15/2016	106889	198.54
ARAMARK UNIFORM SERVICES	MAR'16 TECH SERVICE	4/15/2016	106889	58.75
ARAMARK UNIFORM SERVICES	MAR'16 WASTE WATER	4/15/2016	106889	270.15
ARAMARK UNIFORM SERVICES	MAR'16 REFUSE	4/15/2016	106889	987.97
ARAMARK UNIFORM SERVICES	MAR'16 WASTE WATER	4/15/2016	106889	162.30
ARAMARK UNIFORM SERVICES	MAR'16 FLEET	4/15/2016	106889	306.63
ASSOCIATION OF WATER AGENCIES	AWA OPERATOR TECH	4/15/2016	106890	340.00
ASSOCIATION OF WATER AGENCIES	AWA WATER SYMPOSIUM	4/15/2016	106891	205.00

Transactions for 4/15/2016

Date: 4/25/2016

Vendor Name	Description	Check Date	Number	Amount
CITY OF OXNARD	APR-JUN'16 SIGNAL MAINT	4/15/2016	106892	1,125.00
CITY OF OXNARD	230981-253278 UTIL BILL	4/15/2016	106892	78,821.00
COUNTY OF VENTURA INTEGRATED	JAN-MAR'16 CIWMP FEES	4/15/2016	106893	179.39
DST SYSTEMS INC	PAYROLL SUMMARY	4/15/2016	106894	3,631.16
MISC AP VENDOR	FINAL BILL REFUND	4/15/2016	106895	51.76
HARBOR FREIGHT TOOLS	FM SUPPLIES	4/15/2016	106896	32.24
MISC AP VENDOR	FINAL BILL REFUND	4/15/2016	106897	39.21
MISC AP VENDOR	FINAL BILL REFUND	4/15/2016	106898	84.98
LOWE'S	FM SUPPLIES	4/15/2016	106899	15.47
LOWE'S	FM SUPPLIES	4/15/2016	106899	24.13
LOWE'S	PD SUPPLIES	4/15/2016	106899	92.28
MAGES, PATRICIAANN	APR'16 SERVICE	4/15/2016	106900	375.00
MISC AP VENDOR	FINAL BILL REFUND	4/15/2016	106901	264.60
NRS	PAYROLL SUMMARY	4/15/2016	106902	520.33
MISC AP VENDOR	FINAL BILL REFUND	4/15/2016	106903	259.92
PORT HUENEME WATER AGENCY	FY 14/15 TRUE-UP	4/15/2016	106904	1,411.07
PORT HUENEME WATER AGENCY	MAR'16 FIXED O&M	4/15/2016	106904	122,435.45
PORT HUENEME WATER AGENCY	MAR'16 VARIABLE COSTS	4/15/2016	106904	106,207.45
PORT HUENEME, CITY OF	30933-1033310 UTIL BILL	4/15/2016	106905	640.60
PORT HUENEME, CITY OF	30801-1033322 UTIL BILL	4/15/2016	106905	266.15
PORT HUENEME, CITY OF	30801-1033322 UTIL BILL	4/15/2016	106905	266.15
PORT HUENEME, CITY OF	30867-1033344 UTIL BILL	4/15/2016	106905	455.24
PORT HUENEME, CITY OF	22341-1030632 UTIL BILL	4/15/2016	106905	200.77
PORT HUENEME, CITY OF	16173-1030962 UTIL BILL	4/15/2016	106905	200.77
PREFERRED BENEFIT	APR'16 PREMIUMS	4/15/2016	106906	4,523.80
PROVENCIO, THEO	BOOT ALLOWANCE	4/15/2016	106907	106.43
MISC AP VENDOR	FINAL BILL REFUND	4/15/2016	106908	77.47
MISC AP VENDOR	FINAL BILL REFUND	4/15/2016	106909	318.16
MISC AP VENDOR	FINAL BILL REFUND	4/15/2016	106910	100.00
SEIU, LOCAL 721	PAYROLL SUMMARY	4/15/2016	106911	3.50
SEIU, LOCAL 721	PAYROLL SUMMARY	4/15/2016	106911	792.25
SOUTHERN CALIFORNIA EDISON	2-03-905-9647 UTIL BILL	4/15/2016	106912	868.13
SOUTHERN CALIFORNIA EDISON	2-33-605-8581 UTIL BILL	4/15/2016	106912	133.30
SOUTHERN CALIFORNIA EDISON	2-29-855-4338 UTIL BILL	4/15/2016	106912	70.25
SOUTHERN CALIFORNIA EDISON	2-37-973-0666 UTIL BILL	4/15/2016	106912	28.10
SWRCB ACCOUNTING OFFICE	SYSTEM NUMBER 5610009	4/15/2016	106913	2,412.81
SWRCB ACCOUNTING OFFICE	SYSTEM NUMBER 5610080	4/15/2016	106913	709.92
TOSHIBA FINANCIAL SERVICES	500-0460769-000 COPIER	4/15/2016	106914	95.04
TRI-COUNTY SENTRY	LEGAL NOTICE	4/15/2016	106915	65.63
ULLOA, OSCAR	BOOT ALLOWANCE	4/15/2016	106916	178.98
UNITED WAY OF VENTURA COUNTY	PAYROLL SUMMARY	4/15/2016	106917	87.00
VANTAGE TRSFER-800897	PAYROLL SUMMARY	4/15/2016	106918	317.99
VANTAGEPOINT TRSF-301495	PAYROLL SUMMARY	4/15/2016	106919	1,904.86

Transactions for 4/15/2016

Date: 4/25/2016

Vendor Name	Description	Check Date	Number	Amount
VERIZON CALIFORNIA	805 986-3538 UTIL BILL	4/15/2016	106920	330.81
VERIZON WIRELESS	542063381-00001 UTIL BILL	4/15/2016	106921	38.01
VERIZON WIRELESS	242004078-00001 UTIL BILL	4/15/2016	106921	38.01
				<u>\$414,612.61</u>

CITY OF PORT HUENEME
PAYROLL CASH DISBURSEMENT FOR

ATTACHMENT B

APRIL 15, 2016

SALARY DISTRIBUTIONS

PAYROLL DIRECT DEPOSIT TOTALS:	216,680.70	
PAYROLL CHECK REGISTER:	<u>10,098.31</u>	226,779.01
TOTAL DISBURSEMENT:	<u><u>226,779.01</u></u>	

Transactions for 4/18/2016

Date: 4/25/2016

Vendor Name	Description	Check Date	Number	Amount
CACEO	832 PC REFRESHER TRAINING	4/18/2016	106922	36.39
CACEO	832 PC REFRESHER TRAINING	4/18/2016	106922	113.61
				<u>\$150.00</u>

Transactions for 4/21/2016

Date: 4/25/2016

Vendor Name	Description	Check Date	Number	Amount
A-1 TRUCK & EQUIPMENT	AUTOMOTIVE PARTS	4/21/2016	106923	124.16
AAA PROPANE SERVICE, INC	AUTOMOTIVE SUPPLIES	4/21/2016	106924	42.94
ALBERTSON, ROBERT	TRAVEL REIMBURSEMENT	4/21/2016	106925	643.79
ALL CITY MANAGEMENT SERVICES, INC	3/13/16-3/26/16 SERVICE	4/21/2016	106926	3,002.40
AMERICAN REPROGRAPHICS COMPANY	COPIES BIKEWAY UPGRADE	4/21/2016	106927	297.50
AMREP INC	AUTOMOTIVE PARTS	4/21/2016	106928	142.61
APPRIVER	ANNUAL RENEWAL	4/21/2016	106929	1,432.08
ASSOCIATION OF WATER AGENCIES	'16 AWA MEMBERSHIP DUES	4/21/2016	106930	3,250.00
BERGIN'S AUTOMOTIVE INC	AUTOMOTIVE REPAIRS	4/21/2016	106931	2,093.88
BLACK AND WHITE EMERGENCY VEHICLES	AUTOMOTIVE PART	4/21/2016	106932	59.88
BRINK'S INC	APR'16 SERVICE	4/21/2016	106933	297.15
BRINK'S INC	MAR'16 SERVICE	4/21/2016	106933	136.51
BSN CONSTRUCTION	591 PACIFIC COVE LEAK RPR	4/21/2016	106934	5,203.75
BSN CONSTRUCTION	317 GARDEN GREEN LEAK RPR	4/21/2016	106934	6,604.25
CALBO	4/1/16-3/31/16 DUES	4/21/2016	106935	215.00
CALIFORNIA BUILDING STANDARDS	1/1/16-3/31/16 GREEN FEES	4/21/2016	106936	149.40
CALIFORNIA CODE CHECK, INC.	ON-SITE BUILDING OFFICIAL	4/21/2016	106937	2,500.00
CALIFORNIA CODE CHECK, INC.	ON-SITE BUILDING OFFICIAL	4/21/2016	106937	3,120.00
CALIFORNIA WOOD RECYCLING	MAR'16 SERVICE	4/21/2016	106938	1,665.83
CAMERON, WESLEY	BLOCK WALL REPAIR	4/21/2016	106939	1,250.00
CDW GOVERNMENT, INC.	ULTRASTARS	4/21/2016	106940	817.97
CDW GOVERNMENT, INC.	STORAGE DRIVE TRAY	4/21/2016	106940	98.99
CDW GOVERNMENT, INC.	ULTRASTARS	4/21/2016	106940	1,545.38
CHANNEL ISLANDS DO IT BEST	FM SUPPLIES	4/21/2016	106941	4.85
CHANNEL ISLANDS DO IT BEST	FM SUPPLIES	4/21/2016	106941	63.17
CHANNEL ISLANDS DO IT BEST	FM SUPPLIES	4/21/2016	106941	63.17
CHANNEL ISLANDS DO IT BEST	WATER SUPPLIES	4/21/2016	106941	43.69
CJ LAKE, LLC	MAR'16 SERVICE	4/21/2016	106942	3,000.00
CLARK, LA TUNYA	MAR'16 CLASSES	4/21/2016	106943	480.00
CLEAN HARBORS ENV. SERVICES	FEBRUARY 12 & 13, 2016	4/21/2016	106944	372.00
COASTAL OCCUPATIONAL MEDICAL GROUP	DOT EXAMS	4/21/2016	106945	180.00
COMPUTER LOGISTICS CORPORATION	MAR'16 SERVICE	4/21/2016	106946	50.00
COPQUEST INCORPORATED	ACCRUE SALES TAX	4/21/2016	106947	-16.34
COPQUEST INCORPORATED	PD SUPPLIES	4/21/2016	106947	51.49
COPQUEST INCORPORATED	HOLSTERS	4/21/2016	106947	3,530.57
DATCO SERVICE CORPORATION	QUARTER 2, 2016 SERVICE	4/21/2016	106948	483.00
DEPARTMENT OF CONSERVATION	1/1/16-3/31/16 SEISMIC	4/21/2016	106949	371.33
DEPARTMENT OF JUSTICE ACCT OFFICE	MAR'16 FINGERPRINTS	4/21/2016	106950	420.00
DOCUPRODUCTS CORPORATION	1/10/16-4/9/16 OVERAGE	4/21/2016	106951	526.23
DOCUPRODUCTS CORPORATION	1/10/16-4/9/16 OVERAGE	4/21/2016	106951	205.48
DOCUPRODUCTS CORPORATION	1/10/16-4/9/16 OVERAGE	4/21/2016	106951	168.77
DOCUPRODUCTS CORPORATION	1/10/16-4/9/16 OVERAGE	4/21/2016	106951	168.77
DOCUPRODUCTS CORPORATION	1/10/16-4/9/16 OVERAGE	4/21/2016	106951	168.77

Transactions for 4/21/2016

Date: 4/25/2016

Vendor Name	Description	Check Date	Number	Amount
DRAPER CONSTRUCTION	BIKE PATH MAINT/REPAIRS	4/21/2016	106952	15,661.55
DUNN-EDWARDS CORPORATION	FM SUPPLIES	4/21/2016	106953	61.27
DUNN-EDWARDS CORPORATION	STREETS SUPPLIES	4/21/2016	106953	28.34
ELITE GENERAL ENGINEERING INC	2541 SEAMIST CT LEAK RPR	4/21/2016	106954	9,152.28
ELITE GENERAL ENGINEERING INC	598 PACIFIC COVE LEAK RPR	4/21/2016	106954	10,006.68
FAMCON PIPE SUPPLY INC	WATER SUPPLIES	4/21/2016	106955	155.88
FAMCON PIPE SUPPLY INC	WATER SUPPLIES	4/21/2016	106955	41.93
FAMCON UTILITY SUPPLY, INC	WATER SUPPLIES	4/21/2016	106956	5.91
GASPAR, DAVID	SECURITY DEPOSIT REFUND	4/21/2016	106957	500.00
GENERAL BUILDING MANAGEMENT CO, INC	MAR'16 SERVICES	4/21/2016	106958	3,066.92
GENERAL BUILDING MANAGEMENT CO, INC	MAR'16 SERVICES	4/21/2016	106958	38.40
GRAINGER INC	LANDSCAPE SUPPLIES	4/21/2016	106959	187.15
GRAINGER INC	LANDSCAPE SUPPLIES	4/21/2016	106959	104.06
GRAINGER INC	LANDSCAPE SUPPLIES	4/21/2016	106959	78.77
GRAINGER INC	REFUSE SUPPLIES	4/21/2016	106959	61.09
GRANITE CONSTRUCTION COMPANY	REFUSE FEES	4/21/2016	106960	74.82
GREEN THUMB INTERNATIONAL INC	LANDSCAPE SUPPLIES	4/21/2016	106961	130.39
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PART	4/21/2016	106962	13.72
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PARTS	4/21/2016	106962	122.10
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PARTS	4/21/2016	106962	8.32
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PARTS	4/21/2016	106962	63.50
H&H AUTO PARTS WHOLESALE	AUTOMOTIVE PART	4/21/2016	106962	55.20
HACH COMPANY	APA MODULE REPAIR	4/21/2016	106963	1,342.99
HACH COMPANY	APA MODULE REPAIR	4/21/2016	106963	1,342.99
HD SUPPLY FACILITIES MAINTENANCE	FM SUPPLIES	4/21/2016	106964	189.76
HD SUPPLY FACILITIES MAINTENANCE	CD SUPPLIES	4/21/2016	106964	39.43
HD SUPPLY FACILITIES MAINTENANCE	CD SUPPLIES	4/21/2016	106964	86.84
HDS WHITE CAP CONST SUPPLY	FM SUPPLIES	4/21/2016	106965	147.55
HDS WHITE CAP CONST SUPPLY	STREETS SUPPLIES	4/21/2016	106965	29.44
HERALD PRINTING, LTD	DOORHANGERS	4/21/2016	106966	627.39
HERTZ EQUIPMENT RENTAL CORPORATION	LANDSCAPE EQUIP RENTAL	4/21/2016	106967	1,657.80
HOUSE SANITARY SUPPLY INC	LANDSCAPE SUPPLIES	4/21/2016	106968	223.73
HOUSE SANITARY SUPPLY INC	LANDSCAPE SUPPLIES	4/21/2016	106968	294.79
INDUSTRIAL VALVE & AUTOMATION	WATER SUPPLIES	4/21/2016	106969	1,351.00
INDUSTRIAL VALVE & AUTOMATION	KEYSTONE ELEC OPERATOR	4/21/2016	106969	2,973.00
INTERNATIONAL CODE COUNCIL, INC	MEMBERSHIP 0449662	4/21/2016	106970	135.00
JCG TECHNOLOGIES, INC	SUITE ONE MEDIA SOLUTIONS	4/21/2016	106971	4,788.00
JCG TECHNOLOGIES, INC	SUITE ONE MEDIA SOLUTIONS	4/21/2016	106972	1,999.00
KATZ, NORMAN	MAR'16 SERVICES	4/21/2016	106973	750.00
KLOERIS, SHARON	MAR'16 CLASSES	4/21/2016	106974	520.00
LA POLICE GEAR, INC	UNIFORM	4/21/2016	106975	160.00
LTM INDUSTRIES, INC	AUTOMOTIVE REPAIRS	4/21/2016	106976	825.00
LTM INDUSTRIES, INC	AUTOMOTIVE REPAIRS	4/21/2016	106976	2,448.00

Transactions for 4/21/2016

Date: 4/25/2016

Vendor Name	Description	Check Date	Number	Amount
LTM INDUSTRIES, INC	AUTOMOTIVE REPAIRS	4/21/2016	106976	675.00
LTM INDUSTRIES, INC	AUTOMOTIVE REPAIRS	4/21/2016	106976	1,094.40
MARTINEZ, VANESSA	SECURITY DEPOSIT REFUND	4/21/2016	106977	500.00
MIDWAY APPLIANCE PARTS	CD SUPPLIES	4/21/2016	106978	40.99
MILNER-VILLA CONSULTING	SERVICES THRU 3/31/16	4/21/2016	106979	2,274.55
MONTGOMERY HARDWARE CO	FM SUPPLIES	4/21/2016	106980	37.41
MUNICIPAL MAINTENANCE EQUIPMENT	VAC-CON EQUIPMENT	4/21/2016	106981	382.35
NJP SPORTS, INC	RECREATION SUPPLIES	4/21/2016	106982	2,500.00
OFFICE DEPOT	OFFICE SUPPLIES	4/21/2016	106983	54.63
OFFICE DEPOT	OFFICE SUPPLIES	4/21/2016	106983	59.73
OFFICE DEPOT	OFFICE SUPPLIES	4/21/2016	106983	376.81
ON DUTY UNIFORM	UNIFORMS	4/21/2016	106984	160.00
ON DUTY UNIFORM	UNIFORMS	4/21/2016	106984	160.00
ON DUTY UNIFORM	UNIFORMS	4/21/2016	106984	52.68
ONDEMAND EMPLOYMENT GROUP, LLC	3/14/16-3/18/16 SERVICE	4/21/2016	106985	1,656.80
ONDEMAND EMPLOYMENT GROUP, LLC	3/21/16-3/24/16 SERVICE	4/21/2016	106985	1,491.12
ONDEMAND EMPLOYMENT GROUP, LLC	3/28/16-4/1/16 SERVICE	4/21/2016	106985	1,449.70
PARADISE CHEVROLET	AUTOMOTIVE REPAIRS	4/21/2016	106986	120.00
PARADISE CHEVROLET	AUTOMOTIVE PART	4/21/2016	106986	58.88
PEGASUS TELECOMMUNICATIONS	APR'16 SERVICES	4/21/2016	106987	400.00
PEREZ, JOSE	4/10/16 PDPAT CAR WASH	4/21/2016	106988	114.00
PEREZ, JOSE	4/11/16 ADMIN CAR WASH	4/21/2016	106988	12.00
PEREZ, JOSE	4/11/16 CDBLD CAR WASH	4/21/2016	106988	15.00
PEREZ, JOSE	4/11/16 CDPK CAR WAHS	4/21/2016	106988	27.00
PEREZ, JOSE	4/11/16 HA CAR WASH	4/21/2016	106988	27.00
PEREZ, JOSE	4/11/16 PDADM CAR WASH	4/21/2016	106988	75.00
PORT HUENEME MARINE SUPPLY	FM SUPPLIES	4/21/2016	106989	28.02
PORT HUENEME MARINE SUPPLY	FM SUPPLIES	4/21/2016	106989	39.46
PORT HUENEME MARINE SUPPLY	FM SUPPLIES	4/21/2016	106989	46.40
PORT HUENEME MARINE SUPPLY	FM SUPPLIES	4/21/2016	106989	5.88
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	4/21/2016	106989	9.27
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	4/21/2016	106989	32.83
PORT HUENEME MARINE SUPPLY	UTIL KNIVES/SPRAY SOCKS	4/21/2016	106989	80.19
PORT HUENEME MARINE SUPPLY	SCRUB BRUSHES	4/21/2016	106989	28.83
PORT HUENEME MARINE SUPPLY	REFUSE SUPPLIES	4/21/2016	106989	3.94
PORT HUENEME MARINE SUPPLY	AUTOMOTIVE PART	4/21/2016	106989	4.31
PRIME BUILDING MATERIALS INC	STREETS SUPPLIES	4/21/2016	106990	10.79
QUALITY PLUMBING	PLUMBING REPAIRS	4/21/2016	106991	85.00
SANTA MARIA TIRE INC	AUTOMOTIVE REPAIRS	4/21/2016	106992	137.90
SANTA MARIA TIRE INC	TIRES	4/21/2016	106992	287.44
SHRED-IT US JV LLC	MAR'16 SERVICES	4/21/2016	106993	289.02
SINTRA GROUP LLC	BACKGROUND INVESTIGATION	4/21/2016	106994	367.50
SMART SOURCE OF CALIFORNIA, LLC	REFUSE SUPPLIES	4/21/2016	106995	552.62

Transactions for 4/21/2016

Date: 4/25/2016

Vendor Name	Description	Check Date	Number	Amount
SOTO, MARTIN	BOOT ALLOWANCE	4/21/2016	106996	200.00
SOUTHERN CALIFORNIA EDISON	2-33-605-8318 UTIL BILL	4/21/2016	106997	35.97
SOUTHERN CALIFORNIA EDISON	2-24-032-5316 UTIL BILL	4/21/2016	106997	62.14
SOUTHERN CALIFORNIA EDISON	2-30-094-7496 UTIL BILL	4/21/2016	106997	191.17
SOUTHERN COUNTIES FUELS	AUTOMOTIVE SUPPLIES	4/21/2016	106998	143.95
SOUTHERN COUNTIES FUELS	AUTOMOTIVE SUPPLIES	4/21/2016	106998	934.10
STANDARD PLUMBING SUPPLY CO	FM SUPPLIES	4/21/2016	106999	5.13
STAPLES CREDIT PLAN	OFFICE SUPPLIES	4/21/2016	107000	95.89
STAPLES CREDIT PLAN	OFFICE SUPPLIES	4/21/2016	107000	89.37
STAPLES CREDIT PLAN	OFFICE SUPPLIES	4/21/2016	107000	46.61
STAPLES CREDIT PLAN	RETRACTABLE PENS	4/21/2016	107000	27.63
STAPLES CREDIT PLAN	OFFICE SUPPLIES	4/21/2016	107000	24.81
STAPLES CREDIT PLAN	OFFICE SUPPLIES	4/21/2016	107000	-10.78
STAPLES CREDIT PLAN	OFFICE SUPPLIES	4/21/2016	107000	-14.03
STATE READY MIX INC.	STREETS FEES	4/21/2016	107001	120.00
STATE READY MIX INC.	REFUSE FEES	4/21/2016	107001	120.00
STATE READY MIX INC.	REFUSE FEES	4/21/2016	107001	120.00
STERICYCLE, INC	APR'16 SERVICE	4/21/2016	107002	112.59
SUNGARD PUBLIC SECTOR INC	MAY'16 SERVICE	4/21/2016	107003	7,722.94
THE BANK OF NEW YORK MELLON	1992 REFUNDING CERTS	4/21/2016	107004	3,710.00
TOSHIBA FINANCIAL SERVICES	500-0329304-000 COPIER	4/21/2016	107005	164.16
TRAFFIC TECHNOLOGIES LLC	STREETS SUPPLIES	4/21/2016	107006	244.94
TRAFFIC TECHNOLOGIES LLC	STREETS SUPPLIES	4/21/2016	107006	440.10
TRAFFIC TECHNOLOGIES LLC	STREETS SUPPLIES	4/21/2016	107006	157.68
TRI-COUNTY SENTRY	LEGAL NOTICE	4/21/2016	107007	204.76
TRI-COUNTY SENTRY	LEGAL NOTICE	4/21/2016	107007	241.50
TRI-COUNTY SENTRY	LEGAL NOTICE	4/21/2016	107007	430.50
TRI-COUNTY SENTRY	LEGAL NOTICE	4/21/2016	107007	173.50
ULINE	PD SUPPLIES	4/21/2016	107008	341.54
UNDERGROUND SERVICE ALERT	MAR'16 TICKETS	4/21/2016	107009	34.50
UNITED SITE SERVICES OF CA INC	3/21/16-4/17/16 SERVICE	4/21/2016	107010	103.54
UNIVAR USA, INC	CAUSTIC SODA	4/21/2016	107011	2,883.61
VENCO CONTROLS, INC	FEB'16/MAR'16 SERVICES	4/21/2016	107012	1,760.00
VENTEK INTERNATIONAL	APRIL '16 USAGE	4/21/2016	107013	270.00
VENTURA COUNTY PROBATION AGENCY	MAR'16 SERVICES	4/21/2016	107014	4,400.00
VENTURA COUNTY SHERIFF	HI-TECH TASK FORCE	4/21/2016	107015	2,471.00
VENTURA COUNTY STAR CIRCULATION	3019334 SUBSCRIPTION	4/21/2016	107016	259.07
VENTURA FEED & PET SUPPLIES	BOOT ALLOWANCE	4/21/2016	107017	197.37
WATER CONSULTANCY, INC	SERVICES THRU 3/31/16	4/21/2016	107018	2,160.00
WEST COAST ARBORISTS, INC	TREE TRIMMING	4/21/2016	107019	22,695.00
WEST COAST ARBORISTS, INC	TREE TRIMMING	4/21/2016	107019	2,000.00
WEST COAST PAINTING	PAINT MUSEUM FLAG POLE	4/21/2016	107020	695.00
WEST COAST PAINTING	PAINT MUSEUM FLAG POLE	4/21/2016	107020	1,200.00

Transactions for 4/21/2016

Date: 4/25/2016

Vendor Name	Description	Check Date	Number	Amount
WESTERN EXTERMINATOR CO	00050072-8	4/21/2016	107021	87.50
WESTERN EXTERMINATOR CO	16008150-1	4/21/2016	107021	175.00
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	4/21/2016	107022	107.89
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	4/21/2016	107022	215.78
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	4/21/2016	107022	288.42
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	4/21/2016	107022	809.19
5 POINTS SMOG	SMOG TEST	4/21/2016	107023	31.75
				<u>\$181,383.65</u>



City of Port Hueneme

COUNCIL AGENDA STAFF REPORT

TO: City Council

FROM: Chris Theisen, Public Works Director

SUBJECT: U.S. GOVERNMENT LICENSE FOR A BUS SHELTER ON PLEASANT VALLEY ROAD WEST OF VENTURA ROAD

DATE: May 2, 2016

RECOMMENDATION:

It is recommended the City Council authorize the Interim City Manager to execute a License with the U.S. Government, subject to review and approval by the City Attorney, granting the City the right to construct, operate, and maintain a bus shelter serving westbound bus service on Pleasant Valley Road west of Ventura Road.

BACKGROUND/ANALYSIS:

The Gold Coast Transit District has appropriated \$69,500 of Transportation Development Act - Article 4 (TDA 4) transit funds for the installation of bus shelters and amenities in Port Hueneme. Installation of the shelter designated for the bus stop on westbound Pleasant Valley Road at Ventura Road requires a 5-foot encroachment onto Naval Base Ventura County property.

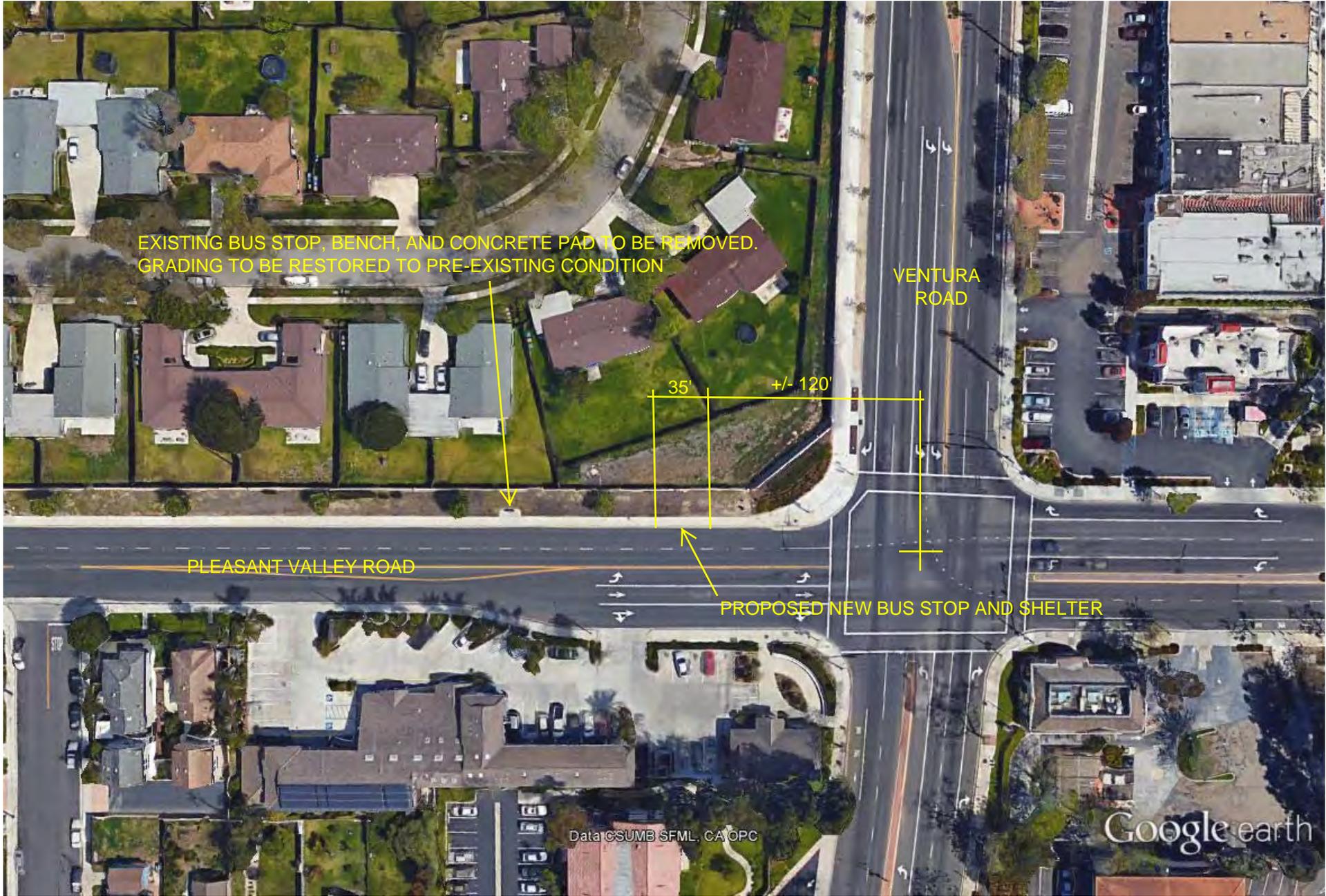
FISCAL IMPACT:

The U.S. Government is willing to grant the City use of their property for bus shelter purposes at no cost. There will be a nominal administrative fee (estimated at less than \$500) to cover costs associated with preparation and issuance of the License. This administrative fee will be paid for from the TDA 4 transit funds allocated for the project.

ATTACHMENTS:

- 1.) Draft Bus Shelter License

LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY: THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.		1a. WORK ORDER NO: ALL CORRESPONDENCE MUST REFERENCE: 1b. FILE NO: 11205 1c. LICENSE (CONTRACT) NO: N6247316RP00087	
2. PROPERTY LOCATION (<i>Installation Name and Address</i>) NAVAL BASE VENTURA COUNTY PORT HUENEME, CALIFORNIA		3. DATES COVERED: 01 MAY 2016 – 30 APRIL 2021 Provided Licensee has delivered the required insurance certificates to the Licensor.	
4. DESCRIPTION OF PREMISES (<i>Room and building numbers where appropriate</i>) AN APPROXIMATE 5 FT WIDE X 35 FT LONG AREA OF LAND LOCATED ALONG THE SOUTH PROPERTY LINE ADJACENT TO PLEASANT VALLEY ROAD WEST OF VENTURA ROAD, AS SHOWN ON EXHIBIT "A",			
5. PURPOSE AND USE AUTHORIZED (<i>Specific use, times and recurring/part-time basis, and land use controls</i>) FOR INSTALLATION OF BUS SHELTER, SIGNAGE AND TRASH RECEPTACLE NEAR THE CORNER OF PLEASANT VALLEY AND VENTURA ROADS TO SATISFY AMERICAN DISABILITY ACT BUS BOARDING AND DISCHARGE SPATIAL REQUIREMENTS AS WELL AS ROADWAY SETBACK REQUIREMENTS FOR STRUCTURE.			
6. LICENSOR UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		6a. NAVY/USMC LOCAL REPRESENTATIVE (<i>Name, Title, Address, Telephone, Email</i>) JAMES DANZA, NBVC (805) 989-9747 / james.danza @navy.mil	
7. LICENSEE (<i>Name, Address, Telephone Email</i>) CITY OF PORT HUENEME 250 N. VENTURA ROAD PORT HUENEME, CA 93041		7a. LOCAL REPRESENTATIVE OF LICENSEE (<i>Name, Title, Address, Telephone, Email</i>) KIT NELL, (805) 986-6658 / knell@cityofporthueneme.org	
8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE			
a. AMOUNT (<i>Each payment</i>) <i>DETERMINED TO BE NOMINAL BY NAVY SENIOR APPRAISER</i>	b. FREQUENCY PAYMENTS DUE N/A	c. FIRST DUE DATE N/A	d. SEND PAYMENT TO: THE TREASURER OF THE UNITED STATES Naval Facilities Engineering Command Southwest Real Estate Department (ATTN: INVOICE ADMINISTRATOR) 1220 Pacific Highway, Building 127 San Diego, CA 92132-5190
9. EXHIBITS: The following are attached and incorporated into this License - A. MAP/DRAWING/OTHER DESCRIPTION OF LICENSED PREMISES B. GENERAL PROVISIONS C. ENVIRONMENTAL CONDITION OF PROPERTY – RECEIPT HEREBY ACKNOWLEDGED E. HAZARDOUS MATERIALS LIST F. JOINT INVENTORY AND INSPECTION REPORT G. SPECIAL PROVISIONS			
10. EXECUTION OF LICENSE			
FOR THE SECRETARY OF THE NAVY	NAME: LINDSEY GREEN Real Estate Contracting Officer	SIGNATURE: 	DATE:
NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT: REBECCA KELLY, Realty Specialist (619) 556-0115 / Rebecca.Kelly@navy.mil			
LICENSEE I represent that I am authorized to bind Licensee	NAME: 	SIGNATURE: 	DATE:



EXISTING BUS STOP, BENCH, AND CONCRETE PAD TO BE REMOVED.
GRADING TO BE RESTORED TO PRE-EXISTING CONDITION

VENTURA ROAD

PLEASANT VALLEY ROAD

PROPOSED NEW BUS STOP AND SHELTER

35' +/- 120'

Data CSUMB SFML, CA OPC

Google earth

Google earth

feet
meters



EXHIBIT "A" - MAP



EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. USE OF AND ACCESS BY LICENSEE. The Licensor grants to the Licensee the right to use the premises or facilities described in block 4 and **Exhibit "A"** ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. The Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the Installation under the RAPIDGATE or similar program. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.
2. TERM. This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licensor or its authorized representative.
3. USE OF PREMISES. The use of the Premises shall be limited to the purposes specified in block 5, and no other.
4. ASSIGNMENT/TRANSFER OF RIGHTS. This License is neither assignable nor transferable by the Licensee, and grants no interest in the real property of the Licensor.
5. UTILITIES AND SERVICES. If utilities and services are furnished to the Premises, the Licensee agrees to reimburse the Licensor for the cost as determined by the Licensor in accordance with applicable statutes and regulations.

Reimbursement for Utilities and Services															
Amount <i>(Each Payment)</i>	Frequency Payments Due	First Due Date	To <i>(Mailing Address)</i>												
Utilities / Services Furnished Are: <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;"><input type="checkbox"/> Electricity</td> <td style="width: 25%;"><input type="checkbox"/> Gas/Oil</td> <td style="width: 25%;"><input type="checkbox"/> None</td> <td style="width: 25%;"><input type="checkbox"/> HVAC/ Steam Heat</td> </tr> <tr> <td><input type="checkbox"/> Telephone</td> <td><input type="checkbox"/> Internet</td> <td><input type="checkbox"/> Water/Sewer</td> <td><input type="checkbox"/> Garbage/Refuse/Recycling</td> </tr> <tr> <td colspan="4"><input type="checkbox"/> Other:</td> </tr> </table>				<input type="checkbox"/> Electricity	<input type="checkbox"/> Gas/Oil	<input type="checkbox"/> None	<input type="checkbox"/> HVAC/ Steam Heat	<input type="checkbox"/> Telephone	<input type="checkbox"/> Internet	<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Garbage/Refuse/Recycling	<input type="checkbox"/> Other:			
<input type="checkbox"/> Electricity	<input type="checkbox"/> Gas/Oil	<input type="checkbox"/> None	<input type="checkbox"/> HVAC/ Steam Heat												
<input type="checkbox"/> Telephone	<input type="checkbox"/> Internet	<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Garbage/Refuse/Recycling												
<input type="checkbox"/> Other:															

6. PROTECTION AND MAINTENANCE OF PREMISES. The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.
7. IMPROVEMENTS AND RESTORATION. No additions to, or alterations of, the Premises shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.
8. INDEMNIFICATION.
 - a. The Licensee releases the Licensor and its employees from liability for death or injury to persons at the Premises.
 - b. The Licensee, to the extent allowed by law, agrees to release and hold the Licensor and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licensor.
 - c. The Licensee shall indemnify and save harmless the Licensor, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

EXHIBIT ‘B’

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

d. The Licensee agrees that the Licensor, its officers, agents and employees shall be released from all liability on all suits, claims, actions or demands in any way related to or arising under the Licensee’s use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee’s construction on or use of the property, or after such use has ended.

9. INSURANCE. The Licensee shall procure and keep continuously in effect during the term of this License the insurance required as follows on terms and conditions satisfactory to the Licensor, with an insurer whose rating is acceptable to the Licensor.

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter “None” as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only)	\$1,000,000	Worker’s Compensation	
Bodily Injury (Single Limit)	\$1,000,000		
Property Damage	\$1,000,000		
Fire/Legal Liability			
Deductible			

- Licensor shall be named as additional insured.
- The insurer must be authorized to write insurance in the state where the Premises is located.
- Proceeds of policies shall be made payable to “Treasurer of the United States”.
- Each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer’s right of subrogation against the United States of America.
- No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensor of written notice.
- Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days’ written notice to the Licensor.
- The Licensee shall provide proof of insurance to the Licensor throughout the term of this License.

The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance to the Licensor.

10. DAMAGE TO THE PREMISES.

a. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensor, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensor. That obligation includes any damage discovered from the physical condition and environmental condition inspections notwithstanding the expiration or earlier termination or revocation of this License.

b. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, “repair”) resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensor and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensor for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensor may elect. If the cost of repair exceeds the liability of the Licensee for any loss or damage, the Licensee shall effect the repair if required to do so by the Licensor, and the excess of cost shall be reimbursed to the Licensee by the Licensor within thirty (30) days of receipt of a statement provided that appropriations are available for that purpose. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensor shall direct payment to the Licensee of so much of the proceeds of any

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

insurance carried by the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to effect the repair. In the event the Licensee shall not have been required to effect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

11. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this license. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

13. NON-DISCRIMINATION. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. Non-discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

14. APPLICABLE RULES AND REGULATIONS.

a. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

b. Upon request, the Licensee shall submit to the Licensor evidence of compliance with local, state, and Federal environmental laws and regulations.

15. FEDERAL FUNDS. This License does not obligate the Licensor to expend any appropriated funds. Nothing in this License is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. STORAGE OF TOXIC OR HAZARDOUS CHEMICALS. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensor authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this License. Any such approved storage, treatment, or disposal of toxic or hazardous material by Licensee on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with the best interest of national defense as determined by the Secretary of the Navy and applicable law and regulations. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Premises. Licensee will manage, control and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws. In addition, Licensee shall implement the environmental requirements of applicable facility plans including but not limited to Spill Plans, Emergency Response Plans, and Hazardous Waste Management Plans. In the event the

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

17. ENVIRONMENTAL CONDITION OF PREMISES. **Exhibit "C"**, Environmental Condition of Property, sets forth the existing environmental condition of the Premises as represented by a baseline survey conducted by the Licensor. Licensee is hereby made aware of the notifications contained in **Exhibit "C"** and shall comply with all restrictions set forth therein.

18. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL). A Joint Inspection and Inventory Report (JIIR) has been conducted by representatives of the Licensor and the Licensee documenting the condition of the Premises. The report is attached to this License and made a part hereof as **Exhibit "D"**. The Premises shall be delivered to the Licensee on an "As Is, Where Is" basis, and, as such, Licensor makes no warranty relative to the Premises as to its usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified and listed as such in the JIIR shall be corrected at the Licensee's expense prior to use and occupancy of the relevant portion of the Premises. Such safety and/or health hazards shall be limited to those identified in the JIIR. In the event this License is terminated and the parties have not agreed to enter into a new License, or another agreement, Licensee shall return the Premises to the Licensor in the same condition in which it was received, reasonable wear and tear and Acts of God excepted. Licensee may, at its expense and with prior written approval of the Licensor: (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations. Licensor shall not unreasonably withhold or delay granting its approval to Licensee's request for such actions.

19. ADMINISTRATIVE COSTS. At the termination or expiration of this License, at the Licensor's discretion, Licensee shall be responsible for administrative costs associated with completing a final inspection of the premises and updating the Environmental Condition of Property.

20. NOTICES. Correspondence concerning this License shall be provided to both the Local Representative identified in Block 6a. and the Real Estate Contracting Officer identified in Block 10.

21. STATEMENT OF COMPLIANCE. Pursuant 10 U.S.C. § 2662:

- a. This license is not subject to the requirements of this section; or,
- b. This license is subject to the requirements of this section and said requirements have been met.

22. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this License, the following provisions were added, modified or deleted:



City of Port Hueneme

COUNCIL AGENDA STAFF REPORT

TO: City Council

FROM: Chris Theisen, Public Works Director

SUBJECT: APPROVAL OF CONTRACT AWARD FOR THE VENTURA ROAD BIKEWAY UPGRADES PROJECT

DATE: May 2, 2016

RECOMMENDATION:

It is recommended the City Council award a contract in the amount of \$73,790.00 to Draper Construction for the project entitled: Ventura Road Bikeway Upgrades - Cash Contract No. 5001; and authorize an amount not to exceed \$6,210.00 for project contingencies, for a total project authorization of \$80,000.

BACKGROUND/ANALYSIS:

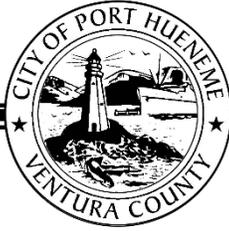
On March 21, 2014, Council authorized staff to solicit bids for the Ventura Road Bikeway Upgrades project, and on April 12, 2016, the following bids were opened and read by the City Clerk:

Draper Construction	\$73,820.00
Berry General Engineering Contractor's, Inc.	\$92,780.00
Toro Enterprises, Inc.	\$105,950.00

Staff notes that Draper Construction's bid contained two mathematical errors. Based on procedures outlined in the Instructions to Bidders for such occurrences, Draper Construction's bid amount was determined to be \$73,790.00. Staff has evaluated all bids, and recommends contract award to Draper Construction, as the lowest responsive and responsible bidder to the solicitation for bids.

FISCAL IMPACT:

This project is fully-funded through an \$80,000 Transportation Development Act Article 3 (TDA 3) grant. The grant funds have been appropriated in the FY 2015-2016 Annual Budget, are restricted, and can be used for no other purpose than this project.



City of Port Hueneme

COUNCIL AGENDA STAFF REPORT

TO: City Council

FROM: Chris Theisen, Public Works Director

SUBJECT: AUTHORIZE THE SOLE SOURCE PURCHASE OF SEWER
MANHOLE REHABILITATION MATERIALS

DATE: May 2, 2016

RECOMMENDATION:

It is recommended the City Council authorize the sole source purchase of Sauereisen Sewer Gard® manhole rehabilitation materials, per Municipal Code Section 2564(a), from J.A. Crawford Co., in the amount \$26,000.

BACKGROUND/ANALYSIS:

The Wastewater Division has a manhole rehabilitation program that rehabilitates 50 manholes per fiscal year, through the application of a concrete substrate resurfacer and protective coating. This in-house program restores deteriorating manholes to a like new condition.

These products have been used by staff on numerous rehabilitation projects throughout the City, Naval Base Ventura County, and Channel Islands Beach Community Services District sewer collection systems. These products were selected, after evaluating similar products, based upon ease of application, proven field durability and cost comparison. Rehabilitating the manholes corrects structural deficiencies and prolongs the useful service life of the assets.

PHMC, Section 2564 (a), states "Purchases of goods or services in an amount greater than ten thousand dollars (\$10,000.00) which can be obtained from only one source may be made by the Purchasing Officer without advertising and after approval by the City Council".

7E

**AUTHORIZE THE SOLE SOURCE PURCHASE OF SEWER MANHOLE
REHABILITATION MATERIALS**

May 2, 2016

Page 2

It is recommended that Sewergard® – 210T and Substrate Resurfacer F-121 be purchased using the sole source purchase process. J.A. Crawford is the sole source manufacturer of these materials.

FISCAL IMPACT:

The FY 2015-2016 Wastewater Operations budget includes \$45,000 for the purchase of the materials.

ATTACHMENTS:

- 1.) J.A. Crawford Quotation

J.A. CRAWFORD CO.

SINCE 1967

QUOTATION

PORT HUENEME, CITY OF
700 E. Hueneme, BLDG B
Port Hueneme, CA 93041

Date: 4/12/2016
Quote No.: 0106939
Customer No.: 00-0017590

Telephone: (805) 340-9917

Fax:

Requisitioner: BRIAN FOMENKO

Quoted By: SALLY CASAS

Sales Representative: MIKE KEATING		To Place Order: 800-223-5883		Fax: 562-698-0674
Item Number	Description	UOM	Qty	Unit Price
#F-121	SUBSTRATE RESURFACER (50 LB. BAG)	BAG	110	30.5000
48 BAGS AVAILABLE FOR IMMEDIATE SHIPPING BALANCE SHOWING AN ESTIMATED DELIVERY DATE TO: J.A. CRAWFORD CO. OF 5/3/2016				
** QUOTE TOTAL NOT INCLUDING SALES TAX IF APPLICABLE -> \$4,080.00				
NOTE QUOTE TOTAL INCLUDES ESTIMATE FREIGHT CHARGES @ \$725.00. Freight is estimated at \$350.00 for 48 bag load and \$375.00 for 62 bag load.				
**** DUE TO THE PHYSICAL NATURE OF THE PRODUCT "ALL SALES ARE FINAL" ****				
THANK YOU FOR YOUR ORDER				

Handwritten calculations:
 \$3355.00
 Freight 725.00
 tax 268.40

 \$ 4,348.40

- Prices quoted above are firm for 30 days, from date of quote. Thereafter, prices are subject to change without notice to buyer.
- No Merchandise can be returned without seller's prior approval and a restocking charge assessed on all approved returns.
- Terms: Net 30 days on approved credit, unless otherwise noted.
- Product minimum \$50.00 per order.

When you are ready to place your order, e-mail us at customerservice@jacrawfordco.com, fax directly to our Customer Service Department at 562-698-0674, or use our toll free telephone number: 800-223-5883. We are here to help!

Corporate Office & Warehouse
11813 E. Slauson Avenue, Santa Fe Springs, CA 90670
Tel: 562-698-0901 Fax: 562-696-8761
www.jacrawfordco.com
e-mail: sales@jacrawfordco.com

J.A. CRAWFORD CO.

SINCE 1967

QUOTATION

PORT HUENEME, CITY OF
700 E. Hueneme, BLDG B
Port Hueneme, CA 93041

Date: 4/8/2016
Quote No.: 0106883
Customer No.: 00-0017590

Telephone: (805) 340-9917
Fax:

Requisitioner: BRIAN FOMENKO

Quoted By: SALLY CASAS

Sales Representative: MIKE KEATING		To Place Order: 800-223-5883		Fax: 562-698-0674
Item Number	Description	UOM	Qty	Unit Price
#210T	SEWERGARD-TROWELABLE TO BE SHIPPED IN 3 RELEASES OF 25 UNITS PER RELEASE ESTIMATED FREIGHT CHARGES @ \$450.00 PER RELEASE AVAILABILITY: ETA TO SHIP IS APPROXIMATELY 15 BUSINESS DAYS	UNIT	75	245.7500
<p>*** QUOTE TOTAL NOT INCLUDING SALES TAX IF APPLICABLE --> \$19,781.25 **NOTE** QUOTE TOTAL INCLUDES ESTIMATED FREIGHT CHARGE OF \$1,350.00 ***** DUE TO THE PHYSICAL NATURE OF THE PRODUCT "ALL SALES ARE FINAL" ***** THANK YOU FOR THE OPPORTUNITY TO QUOTE.</p>				
<p><i>\$18,431.25</i> <i>Freight 1,350.00</i> <i>tax 1,474.50</i> <hr/> <i>\$ 21,255.75</i></p>				

- * Prices quoted above are firm for 30 days, from date of quote. Thereafter, prices are subject to change without notice to buyer.
- * No Merchandise can be returned without seller's prior approval and a restocking charge assessed on all approved returns.
- * Terms: Net 30 days on approved credit, unless otherwise noted.
- * Product minimum \$50.00 per order.

When you are ready to place your order, e-mail us at customerservice@jacrawfordco.com, fax directly to our Customer Service Department at 562-698-0674, or use our toll free telephone number: 800-223-5883. We are here to help!

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 e-mail: sales@jacrawfordco.com



City of Port Hueneme

COUNCIL AGENDA STAFF REPORT

TO: City Council

FROM: Chris Theisen, Public Works Director

SUBJECT: AMENDMENT NO. 2 TO VENTURA COUNTY PROBATION AGENCY AGREEMENT NO. 1156

DATE: May 2, 2016

RECOMMENDATION:

It is recommended the City Council authorize the Interim City Manager to execute Amendment No. 2 to Ventura County Probation Agency Agreement for Work Release Labor Including Transportation and Supervision by County (Agreement No. 1156), subject to review and approval by the City Attorney.

BACKGROUND/ANALYSIS:

In 2014, the City entered into an Agreement with the Ventura County Probation Agency to provide labor performed by participants in the County's work release program. This Agreement has afforded the City with a cost effective, part-time, non-technical labor pool on an as-needed basis. Under the terms of the Agreement, the County provides 8 to 12 individuals, plus transportation and supervision, for a flat rate of \$550 per day. No minimum amount of work is guaranteed.

Amendment No. 1 to the Agreement extended the Agreement through June of 2016. Staff recommends that the City continue to take advantage of the opportunity afforded by the County, and extend the Agreement through June of 2017.

FISCAL IMPACT:

Amendment No. 2 to the Agreement calls for an annual not-to-exceed amount of \$57,200 for services provided by the County under the Agreement. Funds in this amount have been appropriated in the Annual Budget for this purpose.

ATTACHMENTS:

- 1.) Amendment No. 2 to Ventura County Probation Agency Agreement No. 1156
- 2.) Amendment No. 1 to Ventura County Probation Agency Work Release Labor Agreement No. 1156
- 3.) Ventura County Probation Agency Work Release Labor Agreement No.1154

Agreement No. 1156

AMENDMENT NO. 2

**VENTURA COUNTY PROBATION AGENCY
AGREEMENT FOR WORK RELEASE LABOR
INCLUDING TRANSPORTATION AND SUPERVISION BY COUNTY**

This Amendment No. 2 ("Amendment") to Agreement No. 1156 - Ventura County Probation Agency for Work Release Labor Including Transportation and Supervision by County ("Agreement") is made and entered into this 2nd day of May, 2016, by and between the County of Ventura ("County") and the City of Port Hueneme ("Agency").

County and Agency agree:

1. Section 1 of the Agreement is revised as follows: Replace "June 30, 2015" with "June 30, 2017."
2. Section 3 of the Agreement is revised as follows: Replace "\$43,500" with "\$57,200."
3. Section 12 of the Agreement is revised as follows: Replace "Ron Norton" with "Attention: City Clerk."
4. This Amendment supersedes Amendment No. 1 to Agreement for Ventura County Probation Agency Work Release Labor Including Transportation and Supervision by County, entered into on the 6th day of July 2015.
5. As so amended, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, Agency and County have caused this Amendment to be executed the day and year first written.

FOR AGENCY

FOR COUNTY OF VENTURA

John Baker
Interim City Manager

Mark Varela
Director/Chief Probation Officer

Attest: _____
Michele Kostenuik, City Clerk

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

Original to Michelle

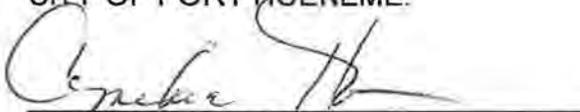
**AMENDMENT NO. 1
TO AGREEMENT FOR VENTURA COUNTY PROBATION AGENCY
WORK RELEASE LABOR INCLUDING TRANSPORTATION
AND SUPERVISION BY COUNTY**

This Amendment No. 1 ("Amendment") to the Agreement for Ventura County Probation Agency Work Release Labor Including Transportation and Supervision by County ("Agreement") is made and entered into this 6th day of July 2015, by and between the City of Port Hueneme, a municipal corporation ("City"), and the County of Ventura, State of California, ("County"). This Amendment amends the Agreement entered into on October 28, 2014, by City and County.

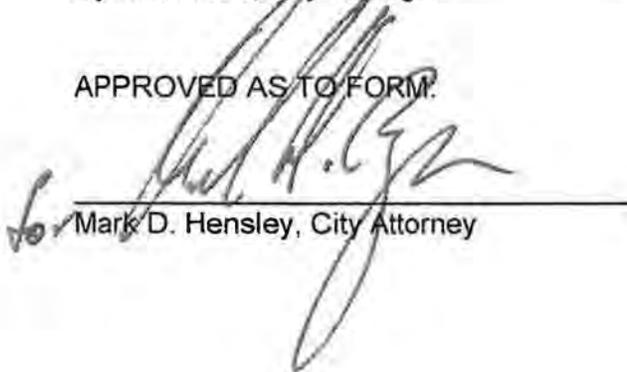
City and County agree as follows:

1. In Section 1 of the Agreement, the date "June 30, 2015" is deleted and replaced with the date "June 30, 2016".
2. In Section 3 of the agreement, the figure "\$43,500" is deleted and replaced with "\$50,000".
3. In Section 12 of the agreement, the contact "Ron Norton" is deleted and replaced with "Carmen Nichols".
4. As so amended, the Agreement remains in full force and effect.

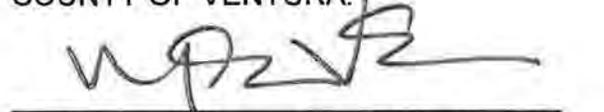
AGENCY:
CITY OF PORT HUENEME:


Cynthia Haas, City Manager

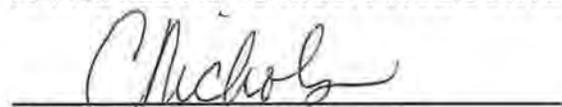
APPROVED AS TO FORM:


Mark D. Hensley, City Attorney

COUNTY OF VENTURA:


Mark Varela, Director/Chief Probation Officer

APPROVED AS TO INSURANCE/CONTENT:


Carmen Nichols, Risk Manager

Agreement No. [1156]

**VENTURA COUNTY PROBATION AGENCY
AGREEMENT FOR WORK RELEASE LABOR
INCLUDING TRANSPORTATION AND SUPERVISION BY COUNTY**

THIS AGREEMENT ("**Agreement**") is made and entered into this 28th day of October, 2014 by and between the County of Ventura ("**County**") and the City of Port Hueneme ("**Agency**"). The purpose of this Agreement is for County to provide labor to Agency, which labor shall be performed by participants in County's Work Release Program ("**Participants**").

NOW, THEREFORE, in consideration of the mutual promises, obligations, and covenants hereinafter contained, Agency and County agree as follows:

1. Term. The term of this Agreement is from December 1, 2014 to June 30, 2015.
2. Scope of Services. In consideration for fees paid pursuant to paragraph 3 below, County agrees to furnish labor, transport Participants to and from work locations unless other mutually agreed upon arrangements are made, and supervise the completion of mutually-agreed upon projects. Tasks may include, but are not limited to the following:
 - a. Weed abatement within Agency maintained areas. This includes Agency parks, detention basins, trail systems, and medians.
 - b. Trash abatement within Agency maintained areas.
 - c. Landscape renovation within Agency maintained areas to include but not limited to: removal of dead/dying plant material, soil preparation, planting of replacement plant material, and trimming of plant material.
 - d. ~~Work with the Agency's irrigation crews performing maintenance and repair within Agency maintained areas.~~
 - e. Work with the Agency's Mower Crew performing the following tasks: use of string trimmer edger and blower within Agency maintained areas.

Participants will work collectively in a "Crew." The normal size of a supervised Crew will be 8 to 12 individuals, supervised by one County employee from the Probation Agency. The number of Crews provided will depend on availability of Participants and the needs of Agency.

3. Compensation. Agency agrees to pay County a rate of **\$550.00** per Crew per day, with an annual "not to exceed" amount of **\$43,500** per year. This rate shall be recomputed annually and revised accordingly, determined by County, based on County's costs and thereafter charged at revised rate. Such revision and rate shall be deemed to be incorporated by reference herein at the time of written notification thereof to Agency.
 4. Supervision. Supervision of Participants will include enforcement of Work Release policies, including transportation of any disciplinary problems to the Ventura County Jail, and supervision of the work performed by Participants for Agency.
 5. Supplies and Materials. County shall provide the necessary tools, supplies and materials needed by Participants to complete the assigned projects, unless Agency requires unique materials, which must then be furnished by Agency. Agency agrees to provide a safe working environment for Participants.
 6. Injuries. Where County furnishes supervision for labor to Agency, County will provide for necessary medical treatment for injuries or illness suffered by Participants while in the course and scope of the performance of labor provided under this Agreement. Should Workers' Compensation benefits be required, County will provide such benefits to Participants.
 7. Mutual Indemnification. Each party shall hold harmless, and indemnify the other party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, for injury or death to persons, including employees of either party, and damage to property, including property of either party, arising out of or resulting from or in connection with the indemnifying party's performance or failure to perform any of its obligations in this Agreement. However, neither party shall indemnify the other party for any loss, liability, damage, or expense resulting from the other party's sole negligence or willful misconduct.
-
8. Insurance.
 - a. County shall maintain a program of self-insurance during the performance of any services under this Agreement meeting the requirements of the insurance coverages specified in **Exhibit INS-D**, attached hereto and incorporated herein by reference. Agency acknowledges that County is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Agency is self-insured for general liability claims in accordance with Government Code sections 989 and 990.
 - b. County shall, prior to performance of any services, file with the Agency's Risk Manager evidence of coverage as specified in **Exhibit INS-D**.

- c. Maintenance of insurance coverages by County is a material element of this Agreement. County's failure to maintain insurance coverages may be considered a material breach of this Agreement.
9. Accounting. Upon request by Agency, County shall provide an accounting of the number of Crews employed by Agency during each month.
 10. Independent Contractor. County, and its officers, agents, employees, assigns and the Participants in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the Agency.
 11. Termination. Either party may terminate this Agreement at any time, immediately upon written notice to the other.
 12. Notices. All notices and other official correspondence relating to this Agreement shall be made by depositing first-class postage-paid mail to the address as follows:

County:
Mark Varela
Director/Chief Probation Officer
Probation Agency
800 South Victoria Avenue
Ventura, CA 93009

Agency:
Ron Norton
City of Port Hueneme
250 North Ventura Road
Port Hueneme, CA 93041

Or to such other address as either party may designate hereinafter in writing delivered to the other party. Said notice shall be deemed to have been received ~~three (3) days after mailing.~~

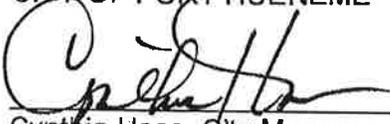
13. Assignment. This Agreement may not be assigned by the County, either in whole or in part, without the written consent of the Agency.
14. Amendment. No alteration or variation of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
15. Payment. County may make monthly written demands for payment based upon the services rendered pursuant to this Agreement and Agency shall pay the same upon Agency's receipt, review and subsequent approval of said demand.

16. Force Majeure. Agency and County agree that neither Agency nor County shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.
17. Time of Essence. Agency and County agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.
18. Governing Law. Agency and County agree that the construction and interpretation of this Agreement and the rights and duties of Agency and County hereunder shall be governed by the laws of the State of California.
19. Compliance with Laws. Agency and County agree to comply with all applicable state and federal laws and regulations pertaining to the services performed by County pursuant to this Agreement.
20. Severability. Agency and County agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
21. Waiver. Agency and County agree that no waiver of a breach of any provision of this Agreement by either Agency or County shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Agency or County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.
22. Counterparts. Agency and County agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
23. Arbitration. Agency and County agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of County's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.
24. Expenses of Enforcement. Agency and County agree that each party shall be responsible for its respective costs of litigation, including attorneys' fees and expenses, which may include investigation fees and expert witness fees, that arise as a result of any dispute involving the terms and conditions of this Agreement.

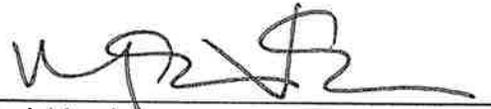
25. Authority to Execute. Agency acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of Agency. County acknowledges that the person executing this Agreement has been duly authorized by County to do so on behalf of County.
26. Entire Agreement. Agency and County agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

IN WITNESS WHEREOF, Agency AND County have caused this Agreement to be executed the day and year first written.

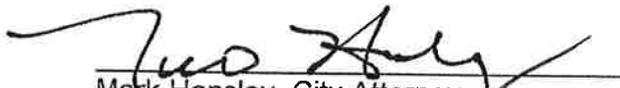
AGENCY:
CITY OF PORT HUENEME


Cynthia Haas, City Manager

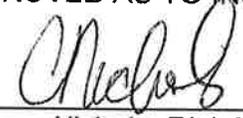
COUNTY OF VENTURA:


Mark Varela,
Director/Chief Probation Officer

APPROVED AS TO FORM:


Mark Hensley, City Attorney

APPROVED AS TO INSURANCE:


Carmen Nichols, Risk Manager

APPROVED AS TO CONTENT:


Ron Norton,
Landscape Maintenance Coordinator

CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY)

6/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

<p>INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197</p>	<p style="text-align: center;">ENTITIES AFFORDING COVERAGE</p> <p>A: The County of Ventura B: C: D: E:</p>
<p>PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680</p>	

COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	Self-Insured	07/01/2015	07/01/2016	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$1,000,000
					PRODUCTS - COM/OP AGG	\$1,000,000
A	AUTOMOBILE LIABILITY	Self-Insured	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$1,000,000
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$1,000,000
	UMBRELLA LIAB				EACH OCCURRENCE	\$
	EXCESS LIAB				AGGREGATE	\$
	<input type="checkbox"/> OCCUR					
	<input type="checkbox"/> CLAIMS-MADE					
	<input type="checkbox"/> DED					
	<input type="checkbox"/> RETENTION \$					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Certificate Holder is included as an additional covered party as required by written contract or agreement with the County of Ventura in connection with County of Ventura Probation Agency's agreement for work release labor including transportation and supervision by county.

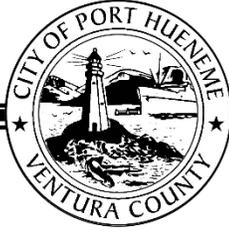
CERTIFICATE HOLDER

CANCELLATION

City of Port Hueneme
 Attn: Ron Norton
 250 North Ventura Road
 Port Hueneme, CA 93041

SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



City of Port Hueneme

COUNCIL AGENDA STAFF REPORT

TO: City Council

FROM: Chris Theisen, Public Works Director

SUBJECT: RESOLUTIONS OF INTENTION TO ORDER THE LEVY AND COLLECTION OF THE ANNUAL ASSESSMENTS FOR ASSESSMENT DISTRICT NO. 87-1, ASSESSMENT DISTRICT NO. 91-1, AND ASSESSMENT DISTRICT NO. 95-3; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON

DATE: May 2, 2016

RECOMMENDATION:

It is recommended the City Council adopt three resolutions, the titles of which are as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, INITIATING PROCEEDINGS FOR AND DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE "LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 87-1" FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, INITIATING PROCEEDINGS FOR AND DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE "PARKWAY AND MEDIAN ASSESSMENT DISTRICT NO. 91-1" FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, INITIATING PROCEEDINGS FOR AND DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE "PORT HUENEME DRAINAGE MAINTENANCE ASSESSMENT DISTRICT NO. 95-3" FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND

RESOLUTIONS OF INTENTION FOR ANNUAL ASSESSMENTS

May 2, 2016

Page 2

ENDING JUNE 30, 2017; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON

BACKGROUND/ANALYSIS:

The City of Port Hueneme (the "City") formed its Lighting Maintenance Assessment District No. 87-1 ("District 87-1") in 1988 for the purpose of maintaining and servicing public lighting facilities located within the public right-of-way boundaries of the City. The Parkway and Median Assessment District No. 91-1 ("District 91-1") was formed by the City in 1991 for the purpose of installing and maintaining public landscaping in the parkways and medians in the public rights-of-way within the City. In 1995, the City formed the Port Hueneme Park Maintenance Assessment District No. 95-3 ("District 95-3") for the purpose of maintaining City parks. In 1997, this latter District was renamed the Port Hueneme Drainage Maintenance Assessment District and the description of maintenance and improvements was modified to conform with the requirements of Proposition ("Prop.") 218.

The Resolutions presented for consideration initiate the proceedings for levying the assessments, defining the work to be completed, and preliminarily approving the Engineer's Reports for District 87-1, District 91-1, and District 95-3 ("Districts"). The Resolutions set the time and place for the required public hearings as June 6, 2016 at 6:30 p.m. in the City Council Chamber. The public hearings provide an opportunity to review the Districts' capital, maintenance, and operational costs as presented in the Engineer's Reports; to receive and consider any protests to the work or assessments; and to set the annual assessments on properties within the Districts.

The Engineer's Reports describe the improvements, maintenance, and assessment methodology relating to each District. Due to the requirements of Prop. 218 relative to increased assessments, the 2016-2017 Engineer's Reports have been prepared using the same assessment calculation methodology since 1995. The contemplated work for 2016-2017 relates exclusively to improvements and maintenance thereof that are intended to qualify for the capital costs, maintenance, and operations exemption (one of the grandfather exemptions) set forth in Proposition 218.

FISCAL IMPACT:

Funding for the proposed maintenance and improvement expenses will be provided by the assessment charges proposed in the Engineer's Reports and will be levied against those properties receiving a special benefit from the services provided. The net revenue generated from these assessments is \$486,373.

ATTACHMENTS:

- 1.) Resolutions
- 2.) Engineer's Reports (3)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, INITIATING PROCEEDINGS FOR AND DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE “LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 87-1” FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON

WHEREAS, on June 15, 1988, the City Council of the City of Port Hueneme (the “City”) adopted Resolution No. 2396 ordering the formation of the Lighting Maintenance Assessment District No. 87-1 (the “District”) pursuant to the provisions of the Landscape and Lighting Act of 1972 (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California; and

WHEREAS, the public interest and convenience require the City to initiate proceedings for the levy of annual assessments within the District for the fiscal year 2016-2017 for the purposes provided thereon in the Act and in Resolution No. 2396; and

WHEREAS, Section 22622 of the Act requires the City to adopt a resolution generally describing any proposed new improvements or any substantial changes in the existing improvements and ordering the Engineer to prepare and file a report in accordance with Article 4 of the Act; and

WHEREAS, a draft Engineer’s Report has been prepared and filed with the City Clerk in accordance with Article 4 of the Act and all interested persons are referred to the Engineer’s Report for a full and detailed description of the boundaries of the District, the work and the proposed assessments upon the assessable lots and parcels of land within the District; and

WHEREAS, the Engineer’s Report has been presented to the City Council and the City Council has duly considered each and every part of the Engineer’s Report.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Port Hueneme does hereby resolve, determine, find, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The public interest and convenience require and it is the intention of the City Council of the City to levy and collect assessments within the District for the Fiscal Year 2016-17.

Section 3. The land within the District will be benefited by the work described in the Engineer's Report. The District includes all of the lands so benefited and the amount to be assessed is apportioned by a formula and method which fairly distributes the reasonable costs among all assessable lots or parcels in proportion to the estimated special benefit to be received from the work.

Section 4. The foregoing described work is to be located within streets and easements within the City of Port Hueneme particularly described on a map on file in the office of the City Clerk entitled "Lighting Maintenance Assessment District No. 87-1."

Section 5. The proposed assessment of the Fiscal Year 2016-17 shall not be increased from the previous year but shall remain at the same level as the assessments for the Fiscal Year 2015-16. The proposed assessments are the same or lower than the assessment levied within the District in any previous year.

Section 6. The contemplated work, in the opinion of the City Council, is of benefit to all the land within the District and the City Council hereby makes the expense of said work chargeable upon the District.

Section 7. The City Council hereby finds that each and every part of the Engineer's Report is sufficient and the City Council hereby preliminarily approves, passes on and adopts the Engineer's Report as submitted to the City Council and filed with the City Clerk. The report shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to this Resolution of Intention.

Section 8. Notice is hereby given that on the 6th day of June 2016, at the hour of 6:30 p.m. in the Council Chambers of the City Council in the City Hall, 250 North Ventura Road, Port Hueneme, California, any and all persons having objections to the proposed work may appear and show cause why said levy or assessment should not be approved in accordance with this Resolution of Intention. The City Council shall consider all oral and written protests. Written protests must be filed with the City Clerk prior to the conclusion of the public hearing and shall state all grounds of objection and a description sufficient to identify the property.

Section 9. The City Clerk is hereby directed to give notice of such public hearing by causing to be published a copy of this Resolution once in a newspaper

of general circulation for the City of Port Hueneme at least ten (10) days prior to the date set for public hearing.

Section 10. All Work proposed shall be done in accordance with the Act.

Section 11. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 2nd day of May, 2016.

DOUGLAS A. BREEZE
MAYOR

ATTEST:

MICHELLE KOSTENUIK
CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

MARK D. HENSLEY
CITY ATTORNEY

JOHN BAKER
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, INITIATING PROCEEDINGS FOR AND DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE "PARKWAY AND MEDIAN ASSESSMENT DISTRICT NO. 91-1" FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON

WHEREAS, on July 17, 1991, the City Council of the City of Port Hueneme (the "City") adopted Resolution No. 2590 ordering the formation of the Parkway and Median Maintenance Assessment District No. 91-1 (the "District") pursuant to the provisions of the Landscape and Lighting Act of 1972 (the "Act") being Division 15, Part 2 of the Streets and Highways Code of the State of California; and

WHEREAS, the public interest and convenience require the City to initiate proceedings for the levy of annual assessments within the District for the Fiscal Year 2016-17 for the purposes provided thereon in the Act and in Resolution No. 2590; and

WHEREAS, Section 22622 of the Act requires the City to adopt a resolution generally describing any proposed new improvements or any substantial changes in the existing improvements and ordering the Engineer to prepare and file a report in accordance with Article 4 of the Act; and

WHEREAS, a draft Engineer's Report has been prepared and filed with the City Clerk in accordance with Article 4 of the Act and all interested persons are referred to the Engineer's Report for a full and detailed description of the boundaries of the District, the work and the proposed assessments upon the assessable lots and parcels of land within the District; and

WHEREAS, the Engineer's Report has been presented to the City Council and the City Council has duly considered each and every part of the Engineer's Report.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Port Hueneme does hereby resolve, determine, find, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The public interest and convenience require and it is the intention of the City Council of the City to levy and collect assessments within the District for the Fiscal Year 2016-17.

Section 3. The land within the District will be benefited by the work described in the Engineer's Report. The District includes all of the lands so benefited and the amount to be assessed is apportioned by a formula and method which fairly distributes the reasonable costs among all assessable lots or parcels in proportion to the estimated special benefit to be received from the work.

Section 4. The foregoing described work is to be located within streets and easements within the City of Port Hueneme particularly described on a map on file in the office of the City Clerk entitled "Parkway and Median Assessment District No. 91-1".

Section 5. The proposed assessment for the Fiscal Year 201-2017 shall not be increased from the previous year but shall remain at the same level as the assessments for the Fiscal Year 2015-16. The proposed assessments are the same or lower than the assessment levied within the District in any previous year.

Section 6. The contemplated work, in the opinion of the City Council, is of benefit to all the land within the District and the City Council hereby makes the expense of said work chargeable upon the District.

Section 7. The City Council hereby finds that each and every part of the Engineer's Report is sufficient and the City Council hereby preliminarily approves, passes on and adopts the Engineer's Report as submitted to the City Council and filed with the City Clerk. The report shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to this Resolution of Intention.

Section 8. Notice is hereby given that on the 6th day of June 2016, at the hour of 6:30 p.m. in the Council Chambers of the City Council in the City Hall, 250 North Ventura Road, Port Hueneme, California, any and all persons having objections to the proposed work may appear and show cause why said levy or assessment should not be approved in accordance with this Resolution of Intention. The City Council shall consider all oral and written protests. Written protests must be filed with the City Clerk prior to the conclusion of the public hearing and shall state all grounds of objection and a description sufficient to identify the property.

Section 9. The City Council is hereby directed to give notice of such public hearing by causing to be published a copy of this Resolution once in a newspaper of general circulation for the City of Port Hueneme at least ten (10) days prior to the date set for public hearing.

Section 10. All Work proposed shall be done in accordance with the Act.

Section 11. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 2nd day of May, 2016.

DOUGLAS A. BREEZE
MAYOR

ATTEST:

MICHELLE KOSTENUIK
CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

MARK D. HENSLEY
CITY ATTORNEY

JOHN BAKER
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA, INITIATING PROCEEDINGS FOR AND DECLARING ITS INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE “PORT HUENEME DRAINAGE MAINTENANCE ASSESSMENT DISTRICT NO. 95-3” FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017; AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING FOR HEARING OBJECTIONS THEREON

WHEREAS, on March 15, 1995, the City Council of the City of Port Hueneme (the “City”) adopted Resolution No. 2865 initiating proceedings for the formation of the Port Hueneme Park Maintenance Assessment District No. 95-3 (the “District”) pursuant to the provisions of the Landscape and Lighting Act of 1972 (the “Act”), being Division 15, Part 2 of the Streets and Highways Code of the State of California, which District was renamed on May 7, 1997 pursuant to Resolution No. 3020, the Port Hueneme Drainage Maintenance Assessment District No. 95-3; and

WHEREAS, the public interest and convenience require the City to initiate proceedings for the levy of annual assessments within the District for the Fiscal Year 2016-17 for the purposes provided thereon in the Act and in Resolution No. 2865; and

WHEREAS, Section 22622 of the Act requires the City to adopt a resolution generally describing any proposed new improvements or any substantial changes in the existing improvements and ordering the Engineer to prepare and file a report in accordance with Article 4 of the Act; and

WHEREAS, a draft Engineer’s Report has been prepared and filed with the City Clerk in accordance with Article 4 of the Act (the “Engineer’s Report”) and all interested persons are referred to the Engineer’s Report for a full and detailed description of the boundaries of the District, the work and the proposed assessments upon the assessable lots and parcels of land within the District; and

WHEREAS, the Engineer’s Report has been presented to the City Council and the City Council has duly considered each and every part of the Engineer’s Report.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Port Hueneme does hereby resolve, determine, find, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The public interest and convenience require and it is the intention of the City Council of the City to levy and collect assessments within the District for the Fiscal Year 2016-17.

Section 3. The land within the District will be benefited by the work described in the Engineer's Report. The District includes all of the lands so benefited and the amount to be assessed is apportioned by a formula and method which fairly distributes the reasonable costs among all assessable lots or parcels in proportion to the estimated special benefit to be received from the work.

Section 4. The foregoing described work is to be located within streets and easements within the City of Port Hueneme particularly described on a map on file in the office of the City Clerk entitled "Port Hueneme Park Maintenance Assessment District No. 95-3".

Section 5. The proposed assessment of the Fiscal Year 2016-17 shall not be increased from the previous year but shall remain at the same level as the assessments for the Fiscal Year 2015-16. The proposed assessments are the same or lower than the assessment levied within the District in any previous year.

Section 6. The contemplated work, in the opinion of the City Council, is of benefit to all the land within the District and the City Council hereby makes the expense of said work chargeable upon the District.

Section 7. The City Council hereby finds that each and every part of the Engineer's Report is sufficient and the City Council hereby preliminarily approves, passes on and adopts the Engineer's Report as submitted to the City Council and filed with the City Clerk. The report shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to this Resolution of Intention.

Section 8. Notice is hereby given that on the 6th day of June 2016, at the hour of 6:30 p.m. in the Council Chambers of the City Council in the City Hall, 250 North Ventura Road, Port Hueneme, California, any and all persons having objections to the proposed work, may appear and show cause why said levy or assessment should not be approved in accordance with this Resolution of Intention. The City Council shall consider all oral and written protests. Written protests must be filed with the City Clerk prior to the conclusion of the public hearing and shall state all grounds of objection and a description sufficient to identify the property.

Section 9. The City Clerk is hereby directed to give notice of such public hearing by causing to be published a copy of this Resolution once in a newspaper of general circulation for the City of Port Hueneme at least ten (10) days prior to the date set for public hearing.

Section 10. All Work proposed shall be done in accordance with the Act.

Section 11. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 2nd day of May, 2016.

DOUGLAS A. BREEZE
MAYOR

ATTEST:

MICHELLE KOSTENUIK
CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

MARK D. HENSLEY
CITY ATTORNEY

JOHN BAKER
INTERIM CITY MANAGER

CITY OF PORT HUENEME

Engineer's Report

LIGHTING MAINTENANCE
ASSESSMENT DISTRICT NO. 87-1



LANDSCAPE AND LIGHTING ACT OF 1972

For Fiscal Year 2016-2017

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CITY OF PORT HUENEME
Engineer's Report
LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 87-1
LANDSCAPE AND LIGHTING ACT OF 1972
For Fiscal Year 2016-2017

PREFACE

This report is prepared in compliance with the requirements of Proposition 218 as stated in Articles XIII C and XIII D of the California Constitution, and Chapters 1 and 4 of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code.

This Assessment District, by special benefit assessments, will provide funding for the electrical energy for and the operation and maintenance of public lighting facilities within street right-of-way within the City of Port Hueneme. The items funded by the District are exempt from the procedural and approval requirements set forth in Section 5(a) of Article XIII D that states:

... assessments existing on the effective date of this Article shall be exempt from the procedures and approval process set forth in Section 4 [if they were] imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. "

As discussed herein, the improvements funded by the Assessment District for fiscal year 2016-17 are pre-existing and the assessments are used to fund the maintenance and operation expenses for sidewalks and streets. Therefore, the Assessment District is exempt from the procedural and approval requirements of Article XIII D.

DESCRIPTION OF MAINTENANCE AND IMPROVEMENTS

This report covers the levy of assessments for the period of July 1, 2016, through June 30, 2017. An updated report is prepared each year to reflect updated annual costs, future improvements, and changes in parcelization.

Since formation of the Lighting Maintenance Assessment District in 1987, assessments have been used exclusively for maintenance and servicing of public lighting facilities owned by either the City or Southern California Edison (S.C.E.) and located within public right-of-way within the boundaries of the City. Lighting maintenance for FY 2016-17 includes removal, repair, replacement or relocation of light standards, poles, bulbs, fixtures and all appurtenances to public lighting facilities within street right-of-way. Servicing of S.C.E. owned lights as defined in Section 22538 of the California Streets and Highways Code to include the furnishing of electric current or energy, gas or other illuminating agents to public street lighting facilities, furnished by the Southern California Edison Company or its successors or this servicing shall be as authorized by the Public Utilities Commission, State of California. Plans and specifications concerning the street lighting provided for in this district are on file in the City Engineer's Office and at Southern California Edison offices.

For the fiscal year commencing July 1, 2016, the scope of improvements will encompass the following:

Maintenance and Servicing.

1. Street ROW Lighting. Maintenance/servicing of all public lighting facilities within the public street right-of-way, including but not limited to streetlights and traffic signal safety lighting.
2. Incidental Expenses. Administrative costs and expenses incidental to maintenance, servicing, construction, and installation of public lighting facilities, including but not limited to lighting surveys, engineering costs, and general overhead.

Replacement, Installation, and Construction.

3. Street Lights. Installation/construction of new streetlights at locations so designated by the City Council on the basis of lighting surveys conducted during the fiscal year.

The improvements listed above represent a rank ordering of priorities relative to the expenditure of assessments collected for the fiscal year commencing July 1, 2016. These priorities are subject to change by subsequent action of the City Council; in particular, the completion of Item No. 3 depends upon the results of lighting surveys, environmental and traffic studies, and the balance of reserve/surplus funds remaining after completing Item Nos. 1 and 2. Maintenance, servicing, installation, and construction of these improvements will be accomplished by a combination of force account labor and private contracts. Plans and specifications concerning these improvements are on file in the City Engineer's Office.

ASSESSMENT ROLL

All assessed lots or parcels of real property located within City boundaries are listed on the Assessment Roll (see Appendix D) on file in the office of the City Clerk, which is made a part of this Report. These lots and parcels are more particularly described in maps prepared in accordance with Section 327 of the California Revenue and Taxation Code and are on file in the office of the Ventura County Assessor in the County Government Center Administration Building, 800 South Victoria Avenue, Ventura, California and are made a part of this Report.

METHOD AND FORMULA OF ASSESSMENT

Introduction

The exemptions from the procedural and approval requirements are set forth in Section 5 of Article XIID of Proposition 218 and include the following:

"(a) any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control "

The City of Port Hueneme Lighting Maintenance Assessment District No. 87-1 qualifies as an existing assessment with the district funding items in FY 2016-17 that are considered exempt under the provision (a) quoted above, specifically: "sidewalk" and "streets" improvements.

Sidewalk is defined by the *City of Port Hueneme General Plan* as the construction, operation, or maintenance of facilities within the public right-of-way used for the general conveyance of pedestrians, bicycles, and skaters. Such facilities shall include necessary safety appurtenances such as lighting and lane delineations.

Street Improvement is defined based on the definitions provided by the Office of the Controller for the State of California in the *Guidelines Relating to Gas Tax Expenditures* published by the Division of Local Government Fiscal Affairs. The State's gas tax program is administered in city agencies, but audited by the Office of the State Controller. The proceeds of the gas tax are statutorily limited to expenditures for streets and roads. Because the funds are restricted to street and road costs, the State Controller has developed "Street Purpose Definitions and Guidelines" based on the *Manual of Uniform Highway Accounting and Financial Management Procedures* developed by the American Association of State Highway Officials. Street improvement is defined as the construction, operation, or maintenance of facilities within the right-of-way used for street or road purposes including, but not limited to, the following:

- Installation or expansion of the street lighting system including replacement of old equipment with superior equipment, installation of traffic signals at intersections and railroad crossings, replacement of equipment as required for relocations for street purposes, and purchase and installation of traffic signal control equipment.
- Expansion or installation of fences, raised medians or barriers for traffic safety; installation or addition to landscape treatment such as sod, shrubs, trees, irrigation, etc; installation or extension of curb, gutter, or sidewalks; and replacement of retaining walls to a higher standard.
- Servicing lighting systems and street or road traffic control devices including repainting and repairing traffic signals and lighting standards; furnishing of power for street and road lighting and traffic control devices.
- Mowing, tree trimming, and watering within the street right-of-way; replacing top soil, sod, shrubs, trees, irrigation facilities, etc. on the street and roadside; reseeding, resodding, and repairing of shoulders and approaches; reshaping or restoration of drainage channels and side slopes; cleaning or repairing of culverts and drains, or curb and gutter.

Moreover, the California Court of Appeal for the Fourth District, in *Howard Jarvis Taxpayers Association v. City of Riverside* (1999) 73 Cal.App.4th 679, has held that pre-existing street lighting assessments are exempt from Proposition 218.

Formula

The Landscape and Lighting Act of 1972, in Section 22573, states that "The net amount to be assessed upon the lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The net amount to be assessed upon lands within the Assessment District in accordance with this Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel

from the improvements, namely the maintenance and servicing of public lighting facilities within such District. The maintenance and servicing of public lighting facilities installed and constructed in public places provides a special benefit that is received by each and every assessed lot or parcel within the District, tending to enhance their value. The streets within the District improve access to all lots or parcels assessed. Street lighting also provides advertising visibility for business and commercial establishments. The intensity or degree of illumination provided can have a bearing on the benefits of street lighting. Thus, the primary benefits of street lighting are for the convenience, safety, security, and protection of people. Secondary benefits are security or protection to property, property improvements and goods as set forth below.

1. Improvement to traffic circulation.
2. Reduction in night accidents and attendant human misery and economic loss.
3. Less vulnerability to criminal assault at night.
4. Promotion of business during night time hours for commercial properties.
5. Increased night time safety on roads and highways.
6. Improved ingress and egress to lots and parcels.
7. Reduction in vandalism and other criminal acts.
8. Reduction in burglaries.
9. The enhancement to the value of property that results from the foregoing benefits.

Intensity or degree of illumination provided on streets varies with the type of street, date of installation and the use of the property adjacent thereto.

The majority of parcels within the Lighting District are residential properties. A value of one (1) unit has been assigned to the single-family homes. Parcels in other land use categories were then evaluated and rated by comparison with the basic unit (Appendix A).

Each land use evaluation takes into consideration - foot traffic, vehicular traffic, and hours of occupancy. Commercial and industrial properties have been assigned additional units based on the comparative benefits of the security and intensity of the lights provided as measured by land use intensity compared to single-family residential properties. The average light intensifies and energy consumption for commercial areas is greater than that required for residential areas.

COST AND REVENUE ESTIMATES

The estimated costs of operating the District and revenue sources are shown in Appendix B of this Report.

In conclusion, it is my opinion that the assessments within Lighting Maintenance Assessment District No. 87-1 are apportioned by a formula that fairly distributes the net cost in accordance with the benefits that are received.

ENGINEER'S REPORT SUBMITTED BY:

KIT NELL, P.E., CITY ENGINEER C30711

(DATE)

APPENDIX A

CITY OF PORT HUENEME

Apportionment Formula

The following are typical site use codes as described by the Ventura County Assessors Office and their proposed Lighting Units. This list includes the majority of parcel uses within the City.

<u>Land Use</u>	<u>Code</u>	<u>Assessment Units</u>
<u>Residential</u>		
Single Family Residential	1111	1 Unit per parcel
Condominium/Townhome	1129	1 Unit per parcel
Open Space/Common Area	4000	Exempt
Apartments/Duplex	1150	0.75 per Unit
<u>Commercial</u>		
Small, Single Tenant	5000	2 Units per parcel
Vacant 50,000 SF +	5011	2 Units per parcel
Neighborhood Centers	5030	4 Units per parcel
Major Shopping Centers	5310	7 Units per parcel
<u>Trade/Services</u>		
Small Offices (1 or 2)	6000	2 Units per parcel
Mid-Size Office Bldgs.	6020	4 Units per parcel
Major Office Bldgs	6590	7 Units per parcel
Hospital/Lg. Medical Offices	6516	7 Units per parcel
<u>Industrial</u>		
Vacant Lots > 50,000 SF	2011	2 Units per parcel
Mid-Size Industrial	2000	4 Units per parcel
Multi-Tenant Industrial	2030	4 Units per parcel
Major Industry	2020	6 Units per parcel
Public Facilities	6711	Exempt
Parks	6712	Exempt
Public Schools	6812	Exempt
Redevelopment Agency	6535	Exempt

The 2007-08 Lighting Assessment was \$16.66 per residential parcel.
The 2008-09 Lighting Assessment was \$16.66 per residential parcel.
The 2009-10 Lighting Assessment was \$16.66 per residential parcel.
The 2010-11 Lighting Assessment was \$16.66 per residential parcel.
The 2011-12 Lighting Assessment was \$16.66 per residential parcel.
The 2012-13 Lighting Assessment was \$16.66 per residential parcel.
The 2013-14 Lighting Assessment was \$16.66 per residential parcel.
The 2014-15 Lighting Assessment was \$16.66 per residential parcel.
The 2015-16 Lighting Assessment was \$16.66 per residential parcel.
The estimated 2016-17 Lighting Assessment is \$16.66 per Assessment Unit.

APPENDIX B

**LIGHTING MAINTENANCE
ASSESSMENT DISTRICT NO. 87-1**

Landscaping and Lighting Act of 1972

ESTIMATED BUDGET

FISCAL YEAR 2016-17

ESTIMATED BEGINNING FUND BALANCE

Estimated Beginning Fund Balance - July 1, 2016 \$ 0

UNRESTRICTED FUND BALANCE - JULY 1, 2016 \$ 0

ESTIMATED REVENUES

Special Assessment \$ 122,511

TOTAL REVENUES \$ 122,511

ESTIMATED EXPENDITURES

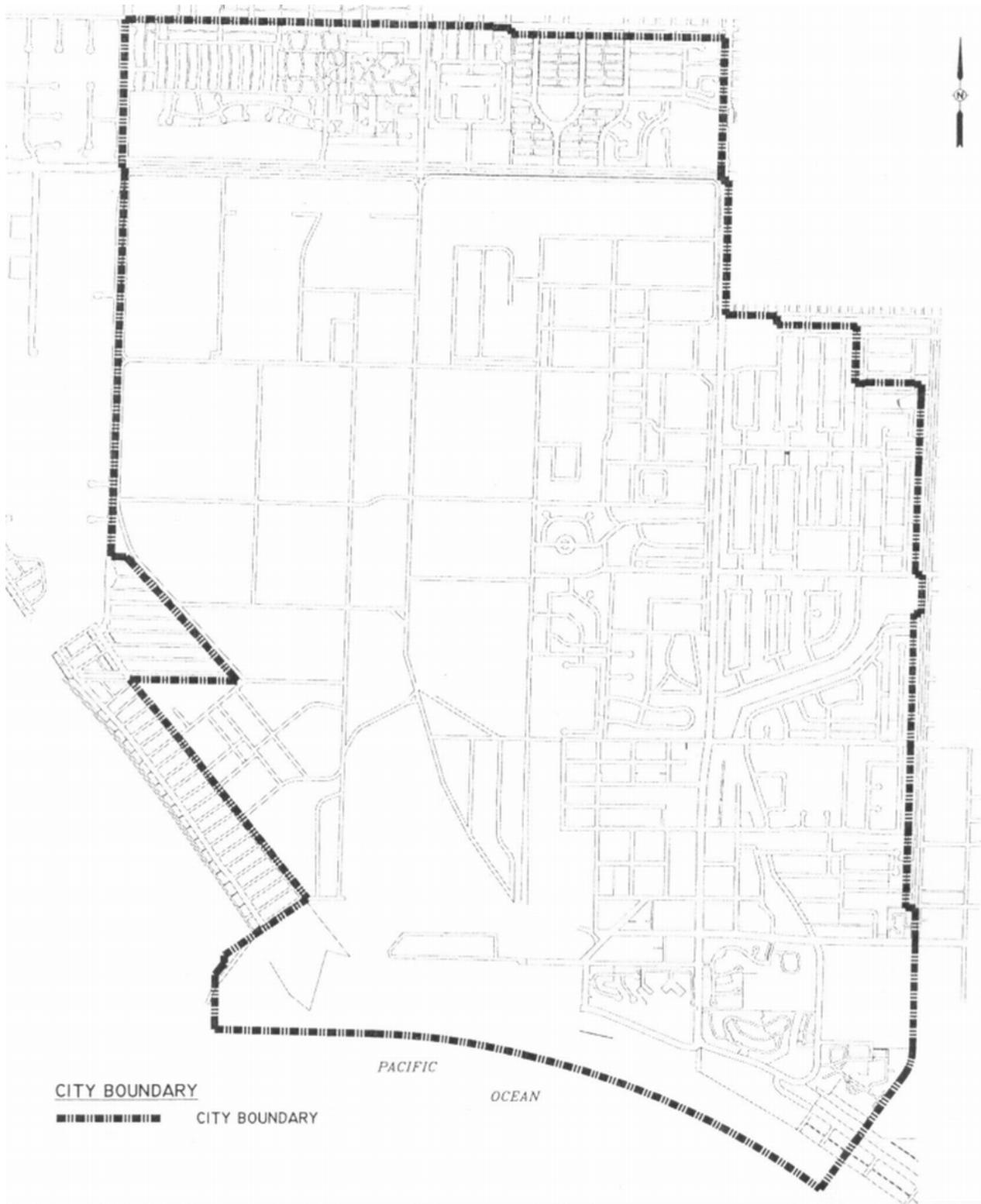
Maintenance and Servicing \$111,374

Administrative \$ 11,137

TOTAL EXPENDITURES \$ 122,511

ESTIMATED ENDING FUND BALANCE

June 30, 2017 \$ 0



LIGHTING MAINTENANCE
ASSESSMENT DISTRICT NO. 87-I
C-1

APPENDIX D

Assessment Roll

The Assessment Roll shows the assessment upon each lot or parcel within this Assessment District and is on file in the Office of the City Clerk and in the office of the County Assessor and is made a part of this report.

CITY OF PORT HUENEME

Engineer's Report

**PARKWAY AND MEDIAN MAINTENANCE
ASSESSMENT DISTRICT NO. 91-1**



LANDSCAPE AND LIGHTING ACT OF 1972

For Fiscal Year 2016-2017

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CITY OF PORT HUENEME
Engineer's Report
**PARKWAY AND MEDIAN
MAINTENANCE ASSESSMENT DISTRICT NO. 91-1**
LANDSCAPING AND LIGHTING ACT OF 1972
For Fiscal Year 2016-2017

PREFACE

This report is prepared in compliance with the requirements of Proposition 218 as stated in Articles XIIC and XIID of the California Constitution, and Chapters 1 and 4 of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code.

This Assessment District, by special benefit assessments, will provide funding for installation and maintenance of the public landscaping in parkways and medians in the street right-of-way within the City of Port Hueneme. The items funded by the District are exempt from the procedural and approval requirements set forth in Section 5(a) of Article XIID that states:

"...assessments existing on the effective date of this Article shall be exempt from the procedures and approval process set forth in Section 4 [if they were] imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control "

As discussed herein, the improvements funded by the Assessment District for fiscal year 2016-17 are pre-existing and the assessments are used to fund the maintenance and operation expenses for streets. Therefore, the Assessment District is exempt from the procedural and approval requirements of Article XIID.

DESCRIPTION OF MAINTENANCE AND IMPROVEMENTS

This report covers the levy of assessments for the period of July 1, 2016 through June 30, 2017. An updated report must be prepared each year to reflect updated annual costs, future improvements, and changes in parcelization.

Since formation of the Parkway and Median Maintenance Assessment District in 1991, assessments have been used exclusively for the maintenance and servicing of medians and parkways along arterial and collector streets within the boundaries of the City.

Parkway and median maintenance for FY 2016-17 includes maintenance of landscape, including but not limited to watering, fertilizing, mowing, weed control, pruning, and removal and replacement of dead growth; maintenance of supporting irrigation facilities; maintenance of hardscape, including but not limited to wood signage and bollards, decorative stamped concrete, and wood sign lighting; and ancillary work necessary to support these improvements. Reference is made to the plans and specifications

currently on file at the City Engineer's Office relating to the design, recommended materials and level of maintenance concerning the medians and street parkways.

ASSESSMENT ROLL

All assessed lots or parcels of real property located within City boundaries are listed on the Assessment Roll (Appendix D) on file in the office of the City Clerk, which is made a part of this Report. These lots and parcels are more particularly described in maps prepared in accordance with Section 327 of the California Revenue and Taxation Code and are on file in the office of the Ventura County Assessor in the County Government Center Administration Building, 800 South Victoria Avenue, Ventura, California, 93009 and are made a part of this Report.

METHOD AND FORMULA OF ASSESSMENT

Introduction

The exemptions from the procedural and approval requirements are set forth in Section 5 of Article XIID of Proposition 218 and include the following:

"(a) any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control."

The City of Port Hueneme Parkway and Median Maintenance Assessment District No. 91-1 qualifies as an existing assessment with the district funding items in FY 2016-17 that are considered exempt under the provision (a) quoted above, specifically: "streets" improvements.

Street Improvement is defined based on the definitions provided by the Office of the Controller for the State of California in the *Guidelines Relating to Gas Tax Expenditures* published by the Division of Local Government Fiscal Affairs. The State's gas tax program is administered in city agencies, but audited by the Office of the State Controller. The proceeds of the gas tax are statutorily limited to expenditures for streets and roads. Because the funds are restricted to street and road costs, the State Controller has developed "Street Purpose Definitions and Guidelines" based on the *Manual of Uniform Highway Accounting and Financial Management Procedures* developed by the American Association of State Highway Officials. Street improvement is defined as the construction, operation, or maintenance of facilities within the right-of-way used for street or road purposes including, but not limited to, the following:

- Installation or expansion of the street lighting system including replacement of old equipment with superior equipment, installation of traffic signals at intersections and railroad crossings, replacement of equipment as required for relocations for street purposes, and purchase and installation of traffic signal control equipment.
- Expansion or installation of fences, raised medians or barriers for traffic safety; installation or addition to landscape treatment such as sod, shrubs, trees, irrigation, etc; installation or extension of curb, gutter, or sidewalks; and replacement of retaining walls to a higher standard.

- Servicing lighting systems and street or road traffic control devices including repainting and repairing traffic signals and lighting standards; furnishing of power for street and road lighting and traffic control devices.
- Mowing, tree trimming, and watering within the street right-of-way; replacing top soil, sod, shrubs, trees, irrigation facilities, etc. on the street and roadside; reseeding, resodding, and repairing of shoulders and approaches; reshaping or restoration of drainage channels and side slopes; cleaning or repairing of culverts and drains, or curb and gutter.

Moreover, the California court of Appeal for the Fourth District, in *Howard Jarvis Taxpayers Association v. City of Riverside* (1999) 73 Cal.App.4th679, has held that pre-existing street lighting assessments are exempt from Proposition 218.

Formula

The Landscaping and Lighting Act of 1972, in Section 22573, states that "The net amount to be assessed upon the lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The landscaping element of the assessment formula recognizes that all properties within the City benefit from the maintenance of landscaping within the public right-of-way. The benefits are shared by all land uses within the City, and includes such benefits as aesthetic enjoyment, improved safety resulting from a regular tree trimming schedule and improved street sweeping capabilities resulting from trimming trees which may otherwise interfere with street sweeping operations. The majority of parcels with the Parkway and Median Maintenance Assessment District are residential parcels. A value of one (1) unit has been assigned to single family homes. Parcels in other land use categories were then evaluated and rated by comparison with the basic unit. The assignment of unit values is based primarily on the intensity of land use (Appendix A).

COST AND REVENUE ESTIMATES

The estimated costs of operating the District and revenue sources are shown in Appendix B of this report.

In conclusion, it is my opinion that the assessments within the Parkway and Median Maintenance Assessment District No. 91-1 are apportioned by a formula that fairly distributes the net cost in accordance with the benefits that are received.

ENGINEER'S REPORT SUBMITTED BY:

KIT NELL, P.E., CITY ENGINEER C30711

(DATE)

APPENDIX A

CITY OF PORT HUENEME

Apportionment Formula

The apportionment element of the assessment formula is calculated in accordance with the method described in a proceeding portion of this report. The following are typical site use codes as described by the Ventura County Assessors Office and their proposed Assessment Units. This list includes the majority of parcel uses within the City.

<u>Land Use</u>	<u>Code</u>	<u>Assessment Units</u>
<u>Residential</u>		
Single Family Residential	1111	1 Unit per parcel
Condominium/Townhome	1129	1 Unit per parcel
Open Space/Common Area	4000	Exempt
Apartments/Duplex	1150	0.75 per Unit
<u>Commercial</u>		
Small, Single Tenant	5000	2 Units per parcel
Vacant 50,000 SF +	5011	2 Units per parcel
Neighborhood Centers	5030	4 Units per parcel
Major Shopping Centers	5310	7 Units per parcel
<u>Trade/Services</u>		
Small Offices (1 or 2)	6000	2 Units per parcel
Mid-Size Office Bldgs.	6020	4 Units per parcel
Major Office Bldgs	6590	7 Units per parcel
Hospital/Lg. Medical Offices	6516	7 Units per parcel
<u>Industrial</u>		
Vacant Lots > 50,000 SF	2011	2 Units per parcel
Mid-Size Industrial	2000	4 Units per parcel
Multi-Tenant Industrial	2030	4 Units per parcel
Major Industry	2020	6 Units per parcel
Public Facilities	6711	Exempt
Parks	6712	Exempt
Public Schools	6812	Exempt
Redevelopment Agency	6535	Exempt

The 2007-08 Parkway and Median Assessment was \$24.32 per Assessment Unit.
The 2008-09 Parkway and Median Assessment was \$24.32 per Assessment Unit.
The 2009-10 Parkway and Median Assessment was \$24.32 per Assessment Unit.
The 2010-11 Parkway and Median Assessment was \$24.32 per Assessment Unit.
The 2011-12 Parkway and Median Assessment was \$24.32 per Assessment Unit.
The 2012-13 Parkway and Median Assessment was \$24.32 per Assessment Unit.
The 2013-14 Parkway and Median Assessment was \$24.32 per Assessment Unit.
The 2014-15 Parkway and Median Assessment was \$24.32 per Assessment Unit
The 2015-16 Parkway and Median Assessment was \$24.32 per Assessment Unit
The estimated 2016-17 Parkway and Median Assessment is \$24.32 per Assessment Unit.

APPENDIX B

PARKWAY AND MEDIAN MAINTENANCE ASSESSMENT DISTRICT NO. 91-1

Landscaping and Lighting Act of 1972

ESTIMATED BUDGET

FISCAL YEAR 2016-17

ESTIMATED BEGINNING FUND BALANCE

July 1, 2016 \$ 0

ESTIMATED REVENUES

Special Assessment \$ 178,813

TOTAL REVENUES \$ 178,813

ESTIMATED EXPENDITURES

Parkway and Median Maintenance \$ 162,557

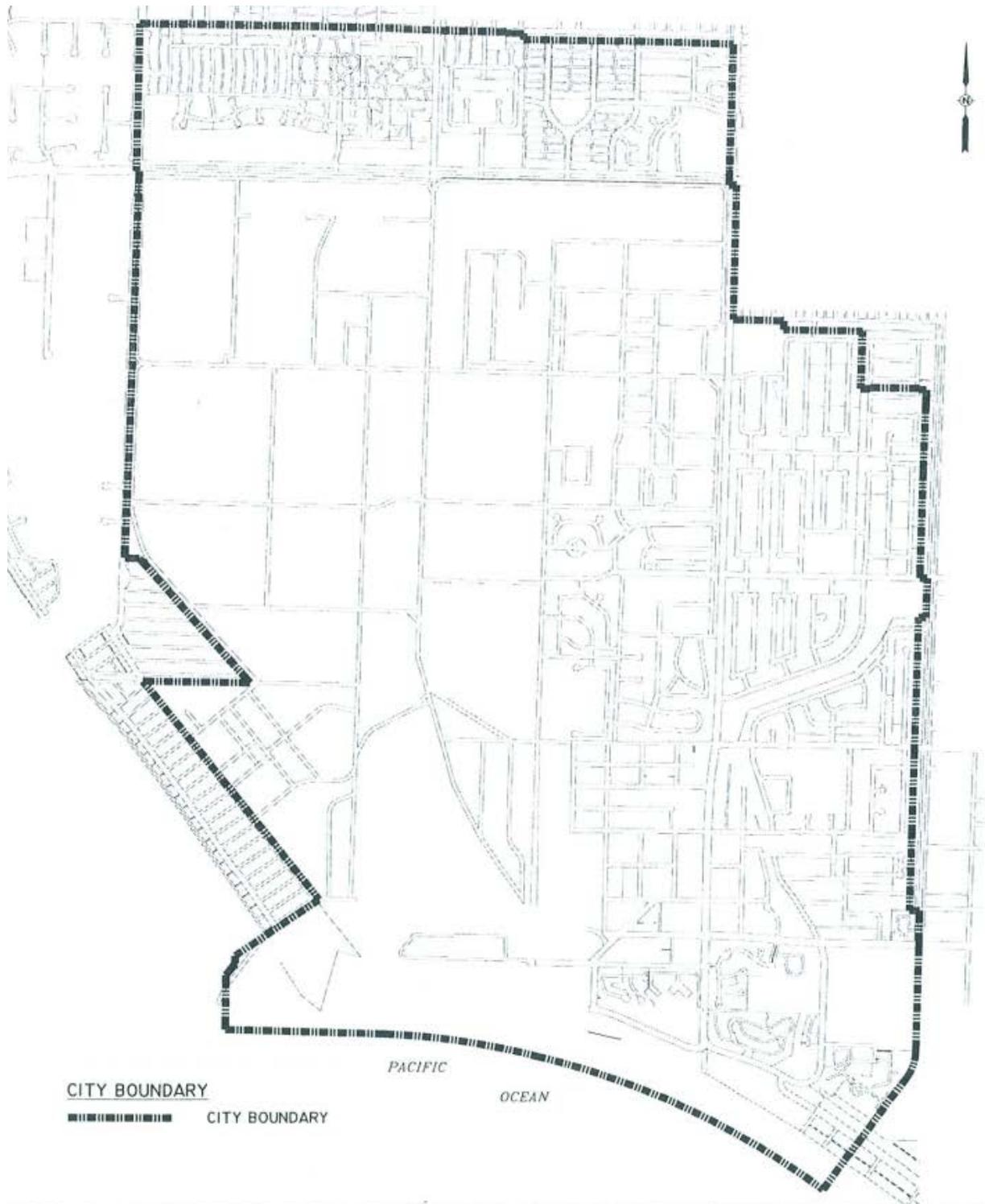
Engineering \$ 6,700

Administrative \$ 9,556

TOTAL EXPENDITURES \$ 178,813

ESTIMATED ENDING FUND BALANCE

June 30, 2017 \$ 0



PARKWAY AND MEDIAN MAINTENANCE
ASSESSMENT DISTRICT NO. 91-I

C-1

APPENDIX D

Assessment Roll

The Assessment Roll shows the assessment upon each lot or parcel within this Assessment District and is on file in the Office of the City Clerk and in the office of the County Assessor and is made a part of this report.

CITY OF PORT HUENEME

Engineer's Report

PORT HUENEME DRAINAGE MAINTENANCE
ASSESSMENT DISTRICT NO. 95-3



LANDSCAPE AND LIGHTING ACT OF 1972

For Fiscal Year 2016-2017

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CITY OF PORT HUENEME
Engineer's Report
PORT HUENEME DRAINAGE MAINTENANCE
ASSESSMENT DISTRICT NO. 95-3
LANDSCAPE AND LIGHTING ACT OF 1972

For Fiscal Year 2016-17

PREFACE

This report is prepared in recognition of the requirements of Proposition 218 as stated in Articles XIIC and XIID of the California Constitution, and Chapters 1 and 4 of the "Landscaping and Lighting Act of 1972", being Part 2 of Division 15 of the California Streets and Highways Code.

This Assessment District, by special benefit assessments, will provide funding for drainage facilities within public right-of-way within the City of Port Hueneme. The items funded by the District are exempt from the procedural and approval requirements set forth in Section 5(a) of Article XIID that states:

"... assessments existing on the effective date of this Article shall be exempt from the procedures and approval process set forth in Section 4 [if they were] imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control "

As discussed herein, the improvements funded by the Assessment District for fiscal year 2016-17 are pre-existing and the assessments are used to fund the maintenance and operation expenses for a drainage system. Therefore, the Assessment District is exempt from the procedural and approval requirements of Article XIID.

DESCRIPTION OF MAINTENANCE AND IMPROVEMENTS

This report covers the levy of assessments for the period of July 1, 2016, through June 30, 2017. An updated report must be prepared each year to reflect the updated annual costs, future improvements and changes in parcelization.

Since formation of the District in 1995, a portion of the assessments has been used exclusively for maintenance and servicing of drainage system facilities owned by the City and located within public right-of-way within the boundaries of the City. Drainage system maintenance for FY 2016-17 includes all activities related to ensuring that the design storm-carrying capacity of the Hueneme Drain (Bubbling Springs Channel) is maintained. Reference is made to the plans and specifications currently on file at the City Engineer's Office relating to this system.

ASSESSMENT ROLL

All assessed lots or parcels of real property located within City boundaries are listed on the Assessment Roll (Appendix D) on file in the office of the City Clerk, which is made a part of this Report. These lots and parcels are more particularly described in maps prepared in accordance with Section 327 of the California

Revenue and Taxation Code and are on file in the office of the Ventura County Assessor in the County Government Center Administration Building, 800 South Victoria Avenue, Ventura, California, 93009 and are made a part of this Report.

METHOD AND FORMULA OF ASSESSMENT

Introduction

The exemptions from the procedural and approval requirements are set forth in Section 5 of Article XIID of Proposition 218 and include the following:

"(a) any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control "

The Port Hueneme Drainage Maintenance Assessment District No. 95-3 qualifies as an existing assessment with the district funding items in FY 2016-17 that are considered exempt under the provision (a) quoted above, specifically: "drainage systems" improvements.

Drainage System is defined by the *Federal-Aid Highway Program Manual* prepared by the U. S. Department of Transportation Federal Highway Administration as the construction, operation, or maintenance of facilities within the public right-of-way that "encourage a broad and unified effort to prevent uneconomic, hazardous, or incompatible use and development of the Nation's flood plains" and "to restore and preserve the natural and beneficial flood-plain values."

The City provides services for drainage purposes including, but not limited to, the following:

- Installation, expansion, operation, maintenance or servicing of vegetation to mitigate erosion and improve flood control.
- Channel clearing and debris removal.
- Reshoring and repairing of slopes to maintain the integrity of the drainage facility and to repair erosion.

Formula

The Landscaping and Lighting Act of 1972, in Section 22573 of the Streets and Highways Code states that "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements."

The apportionment formula recognizes that residential properties within the drainage area of the facilities being maintained through this District benefit from the maintenance of this drainage facility. This District assesses the residential properties within the drainage area of the Hueneme Drain (Bubbling Springs Channel) for the residential share of the cost to maintain this facility. Non-residential properties are not assessed in this District, and Port Hueneme Drainage Maintenance Assessment District No. 97-1 (proposed in FY 1997-98) would have assessed non-residential properties in Zones 2, 3, and 4, but received a majority protest and was not adopted.

The portion of the City north of Sunkist Street does not benefit from the facilities funded by this District because that area's drainage is provided through the Ventura County Flood Control District through separate channels. The Naval Base also does not benefit from these improvements because drainage facilities that exist on the Base drain west to the ocean, away from the facilities funded by this District. Finally, the Harbor District properties do not benefit from these improvements because their drainage flows directly into the harbor. The parcels within these areas are therefore not assessed for the drainage facilities funded by this District.

The assessment formula for District No. 95-3 recognizes that residential properties within the boundaries of Zones 2, 3, and 4 shown on the boundary map attached as Appendix C, drain into the drainage facility funded through the District; and therefore, benefit from the maintenance of this drainage facility and assessed in the District. The formula recognizes that residential properties have different levels of benefit depending upon the type of dwelling and household size. The formula takes these differences into consideration and fairly distributes the net amount among all residential parcels and lots within Zones 2, 3, and 4 as shown in Appendix A.

The spread of the benefit from the maintenance that is being provided through the District is shown on Appendix B-1. The level of service that will be funded by the FY 2016-17 assessment is expected to be approximately equal to that provided in FY 2015-16. Because the items funded are limited to drainage maintenance, all benefit accrues exclusively to Zones 2, 3, and 4. The assessment rates for each Zone are shown on Appendix B-1.

COST AND REVENUE ESTIMATES

The estimated costs of operating the District and revenue sources are shown in Appendix B-2 of this report.

In conclusion, it is my opinion that the assessments within the Drainage Maintenance Assessment District No. 95-3 are apportioned by a formula that fairly distributes the net cost in accordance with the benefits that are received.

ENGINEER'S REPORT SUBMITTED BY:

KIT NELL, P.E., CITY ENGINEER C30711

(DATE)

APPENDIX A

CITY OF PORT HUENEME

Apportionment Formula

The apportionment element of the spread formula is calculated in accordance with the method described in a preceding portion of this report. The following are typical site use codes as described by the Ventura County Assessors Office and their proposed Assessment Units. This list includes the majority of parcel uses within the City.

<u>Land Use</u>	<u>Code</u>	<u>Assessment Units</u>
<u>Residential</u>		
Single Family Residential	1111	1 Unit per parcel
Condominium/Townhome	1129	1 Unit per parcel
Open Space/Common Area	4000	Exempt
Apartments/Duplex	1150	0.75 per Unit
<u>Commercial</u>		
Small, Single Tenant	5000	Exempt
Vacant 50,000 SF +	5011	Exempt
Neighborhood Centers	5030	Exempt
Major Shopping Centers	5310	Exempt
<u>Trade/Services</u>		
Small Offices (1 or 2)	6000	Exempt
Mid-Size Office Bldgs.	6020	Exempt
Major Office Bldgs	6590	Exempt
Hospital/Lg. Medical Offices	6516	Exempt
<u>Industrial</u>		
Vacant Lots > 50,000 SF	2011	Exempt
Mid-Size Industrial	2000	Exempt
Multi-Tenant Industrial	2030	Exempt
Major Industry	2020	Exempt
Public Facilities	6711	Exempt
Parks	6712	Exempt
Public Schools	6812	Exempt
Redevelopment Agency	6535	Exempt

The 2007-08 Drainage Maintenance Assessment was \$43.84 per Assessment Unit.
The 2008-09 Drainage Maintenance Assessment was \$43.84 per Assessment Unit.
The 2009-10 Drainage Maintenance Assessment was \$43.84 per Assessment Unit.
The 2010-11 Drainage Maintenance Assessment was \$43.84 per Assessment Unit.
The 2011-12 Drainage Maintenance Assessment was \$43.84 per Assessment Unit.
The 2012-13 Drainage Maintenance Assessment was \$43.84 per Assessment Unit.
The 2013-14 Drainage Maintenance Assessment was \$43.84 per Assessment Unit.
The 2014-15 Drainage Maintenance Assessment was \$43.84 per Assessment Unit.
The 2015-16 Drainage Maintenance Assessment was \$43.84 per Assessment Unit.
The estimated 2016-17 Drainage Maintenance Assessment is \$43.84 per Assessment Unit.

APPENDIX B-1

PROPOSED PORT HUENEME DRAINAGE MAINTENANCE

ASSESSMENT RATES FOR FY 2016-17

ASSESSMENT BREAKDOWN BY ZONE ⁽¹⁾

<u>Zone</u>	<u>Total A.U. ⁽²⁾</u>	<u>Total Assessment</u>
Sunkist to Beach (2-4)	<u>4,221</u>	<u>\$185,049</u>
	4,221	\$185,049

ASSESSMENT BREAKDOWN BY PARCEL

<u>LAND USE</u>	<u>A.U.</u>	<u>ASSESSMENT PER UNIT</u>
Single Family Residential	1.0	\$ 43.84
Condominium/Townhome	1.0	\$ 43.84
Apartments/Duplex Unit	.75	\$ 32.88
Mobile Home	.75	\$ 32.88

Footnotes:

- (1)** The Engineer's Report and Resolution Nos. 2282 and 2892 adopted by the City Council for the fiscal year commencing July 1, 1995, states that, the total assessment may be increased up to five percent annually. No increase is requested for FY 2016-17.
- (2)** A.U. stands for Assessment Units. Assessment Units are computed as the number of dwellings located within each zone times the corresponding Assessment Unit values shown in Appendix A.

APPENDIX B-2

**PORT HUENEME DRAINAGE MAINTENANCE
ASSESSMENT DISTRICT NO. 95-3**

Landscaping and Lighting Act of 1972

ESTIMATED BUDGET

FISCAL YEAR 2016-17

ESTIMATED BEGINNING FUND BALANCE

July 1, 2016 \$ 0

ESTIMATED REVENUES

Special Assessment \$185,049

TOTAL REVENUES \$185,049

ESTIMATED EXPENDITURES

Maintenance Services \$ 168,226

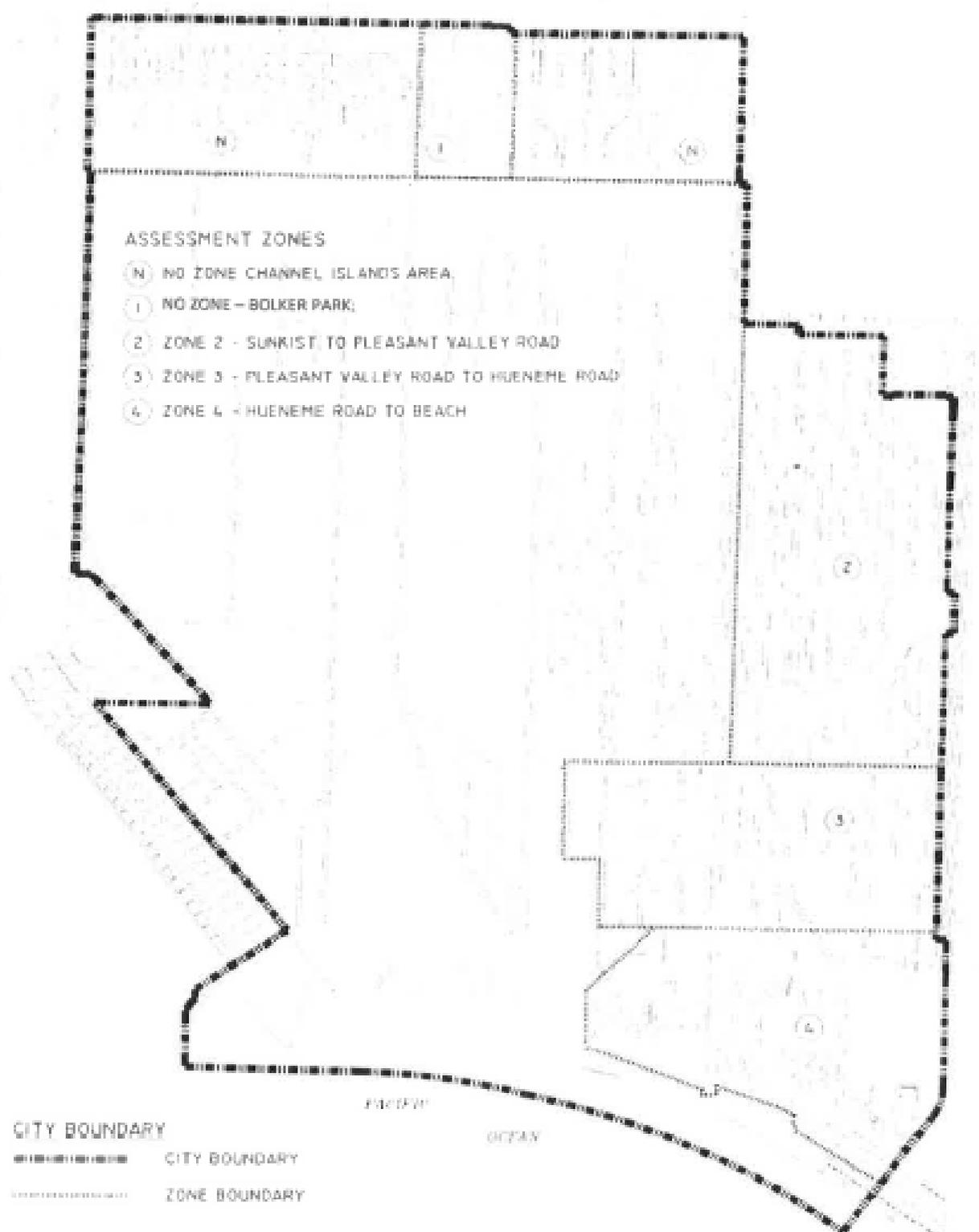
Engineering \$ 9,123

Administration \$ 7,700

TOTAL EXPENDITURES \$ 185,049

ESTIMATED ENDING FUND BALANCE

June 30, 2017 \$ 0



**PORT HUENEME DRAINAGE MAINTENANCE
 ASSESSMENT DISTRICT NO. 95-3**

APPENDIX D

Assessment Roll

The Assessment Roll shows the assessment upon each lot or parcel within this Assessment District and is on file in the Office of the City Clerk and in the office of the County Assessor and are made a part of this report.



City of Port Hueneeme

CITY COUNCIL STAFF REPORT

TO: City Council
FROM: City Attorney's Office 
SUBJECT: CAMPAIGNING OVERVIEW
DATE: April 25, 2016

RECOMMENDATION:

It is recommended that the City Council receive and file this report.

BACKGROUND/ANALYSIS:

- Overview

On April 18, 2016, the City Council asked that the City Attorney's office provide an overview regarding the laws affecting campaigning leading up to the November 8, 2016 election. As set forth in more detail below, we generally recommend the following:

1. Elected and appointed officials may campaign for or against a ballot measure or candidate on their own time so long as they do not use any City funds or resources including, without limitation, cell phones paid for by the City; City computers; the City computer system (including email servers); materials prepared at City expense or prepared by City staff (except use of staff reports and agenda materials prepared by City staff); and City facilities (including campaigning on City property). Campaign information cannot be directed specifically to City employees.
2. City staff cannot engage in any campaigning activities while on duty or on City property except in public parks. City employees (including public safety personnel) cannot campaign utilizing or wearing their uniforms. City staff can engage in campaign activities through their unions or as residents of the City so long as they do not use City funds or resources as set forth in the above paragraph. City staff who are ineligible for overtime and are not residents, but engage in campaigning activities are not strictly prohibited from engaging in campaign activities. They should exercise

caution, however, since campaigning activities by those individuals can invite questions as to whether they are on-duty or not. This is of specific concern with respect to the City Manager and Department Heads engaging in campaign activities.

3. If the City Council places a proposition on the ballot, preparation and dissemination of information is only permitted if the City has an existing practice of preparing and disseminating this type of information.

- General Prohibitions

California law prohibits expenditure of public resources to support or oppose ballot measures or candidates. "Public resources" is more than simply money, it also includes employees' time and any use of publicly owned property.

Additionally, California law lists specific prohibitions:

- It is unlawful to use one's government office for improper influence;
 - It is unlawful for an officer or employee to knowingly solicit political funds or contributions from other public officers or employees; and
 - It is unlawful for employees to wear a city uniform when engaging in political activities, even during off-duty hours.
- Campaigning at City Council Meetings

It is important to remember that City Council meetings are government proceedings that are necessary to conduct City business. While the City Council may regulate the activities of persons attending a City meeting to facilitate the orderly progression of the meeting, it cannot generally restrict the content of that person's speech. The City Council cannot, therefore, prohibit public criticism of the City's policies, procedures, programs, or services or the acts or omissions of the legislative body.

The City Council may, however, prevent members of the public from commenting on matters that are not within the City Council's subject matter jurisdiction. This generally means that public discussion is limited to such matters that serve the purpose of the City Council in holding its meetings.

While there is no specific legal interpretation of the matter – either in case law, statute or otherwise – the most recent opinion by the California Supreme Court (*Vargas v. City of Salinas* (2009) 46 Cal.4th 1) generally supports the notion that campaigning during the public comment period of a City Council meeting is outside the City Council's subject-matter jurisdiction. Additionally, significant

public resources are expended during a City Council meeting, e.g., staff time, publicly funded television, and use of the City Council Chambers. The City Council may, therefore, prevent speakers during public comment to engage in campaigning.

- Permissible actions

Cities may use public resources to educate the electorate. Such activity must: (1) present facts and not advocate a position; (2) present both sides of an issue; (3) be informational or analytical in style and tenor; and (4) be timed to educate, not persuade, the electorate.

Thus, the City may use public resources to objectively evaluate how a ballot measure will affect the agency. Information provided by the City may (a) present objective facts (e.g., historical information); (b) must avoid argumentative or inflammatory rhetoric; (c) must avoid urging voters to vote in a particular manner or take other actions in support or in opposition to a measure; (d) distribute such information in a manner consistent with the City's established practices (e.g., posting on the City's webpage and the City's regular newsletter sent to residents).

The City may also express its own viewpoint regarding a particular ballot measure. Typically, the only permissible means of presenting such a viewpoint is during a public session at which dissenters may respond.

Nothing prevents individual officials or public employees from advocating a particular position regarding a ballot measure on their own time. They simply cannot use public resources when doing so.



City of Port Hueneme

COUNCIL AGENDA STAFF REPORT

TO: City Council
FROM: John Baker, Interim City Manager
SUBJECT: CITY MANAGER RECRUITMENT BROCHURE
DATE: May 2, 2016

RECOMMENDATION:

It is recommended the City Council review the attached proposed recruitment brochure for a permanent City Manager and approve it for production and publication.

BACKGROUND/ANALYSIS:

Avery & Associates was retained by the City Council to lead the recruitment for a permanent City Manager. After interviews individually with Council Members and a public session at which comments were heard from members of the public and current City employees, a draft recruitment brochure has been developed for City Council review.

It is requested that the City Council review the attached draft and approve it for final production by Avery & Associates. We will be providing the consultant with pictures depicting different aspects of the community along with your changes. Once the brochure has been finalized, Bill Avery will produce a final draft and use it as part of his various efforts to attract the best candidates for the position.

ATTACHEMENT:

- 1.) Draft Recruitment Brochure

**Port Hueneme
City Manager
Job Announcement Draft**

The Community

The City of Port Hueneme (pronounced "Wy-nee'mee") is a charming, friendly and relaxed seaside community in Ventura County, California. The City is ideally located along the County's renowned Gold Coast, 60 miles northwest of Los Angeles and 40 miles south of Santa Barbara. Port Hueneme has a population of approximately 23,000 residents living within the 4.5 square miles that comprise the city limits and serves as home to Naval Base Ventura County and the commercial Port of Hueneme.

Visitors quickly find that the quality of life in Port Hueneme is one-of-a-kind. Those who live or work here benefit from the City's small town atmosphere, affordable housing, temperate climate, clean air, low crime, quality education and recreation. Port Hueneme takes pride in its clean and well-maintained beach and fishing pier. The City's 90 acres of parkland exceeds the statewide norm by more than one-third. The educational system is exceptional, as local schools at all levels are nationally recognized for academic performance. California State University, Channel Islands and off-campus extensions of the University of California and State University systems, and a local community colleges, are also within a 20-minute drive of Port Hueneme. Mild winter temperatures and cooling midsummer sea breezes typify Port Hueneme's subtropical temperate climate. Annual temperatures range from 45 to 71 degrees.

The City of Port Hueneme has seen much dramatic progress since its incorporation. Residents consistently cite the high quality of life offered due to planned development, excellent public facilities and responsive city services as being primary reasons for choosing to live in the City. A commitment to maintain high standards for a clean and attractive appearance of the City continues to be a major priority. The importance of preserving and enhancing existing amenities to ensure the long-term health and vitality of the community is recognized as well.

City Government and the Department

Port Hueneme was initially incorporated in 1948 and became a Charter City effective December 1996. Port Hueneme has a five-member City Council, which functions as the policy making governmental body utilizing a Council/Manager form of government. The five individuals serve staggered four-year terms in office, with the Mayor and Mayor Pro-Tem being selected by the City Council in December of each year.

City services are structured around seven departments: City Administration, Community Development, Finance, Housing, Police, Public Works, and Recreation and Community Services. The City of Port Hueneme has an approved FTE level of 104 and operates with a total budget of approximately \$51 million. The General Fund for FY 2015-16 is approximately \$17.6 million.

The Position and Ideal Candidate Profile

The City Manager is appointed by the City Council and serves as the operational head of city government. In overseeing city operations, the expectation is to focus on quality of life issues that are so vital the City Council and residents.

The City is facing a number of significant challenges. The General Fund reserves have been dwindling due to expenditures that have exceeded revenues for a period of years. The current budget was not approved until November 2015. The budget for FY 2016-17 has a number of significant reductions necessitated by the gap between revenues and expenditures. The City Council has had a number of internal disagreements regarding financial issues and basic policies. The future finances and political differences have had a negative impact on employees.

Given the challenges, the successful candidate will need to establish and maintain an exceptional working relationship with the City Council, city staff, and the community and will be a key to success in this role. Proactive, candid and timely communications with all Council members in keeping them informed of current issues/developments and in providing effective operational alternatives and recommendations will be vital in this role. In doing so, the new Manager must create an environment of trust and credibility essential in facilitating discussion and decision making within the City. An operational style that is collaborative, team oriented, empowering and unifying of employees will also be critical in providing strong leadership to city operations, as the Manager will serve as a role model in mentoring and improving morale throughout the organization.

The ideal candidate will possess a leadership style and value system that embodies ethics, integrity and an uncompromising dedication to public service, the employees and the community. The successful candidate will be an effective and seasoned public sector manager and administrator who creates and maintains an environment of mutual respect and transparency with an ability to develop consensus and credibility through strong relationships. The candidate should expect to become well-grounded in the community. Establishing and maintaining a relationship with the Ventura County Naval Base and Port of Hueneme is a necessity as their actions can have a great impact on city services and activities. A strong background in budget, finance and administration is essential in this role. Experience as a City Manager, Assistant or Deputy City Manager or as an Executive Director or department head of a complex public sector organization is required. A BS/BA in a related field is essential and an MS/MA/MPA/MBA is ideal.

Compensation and Benefits

The City of Port Hueneme offers an attractive and competitive salary and benefits package. The current salary range for this position is open and negotiable DOQ. The employee benefits package includes:

- Retirement – CalPERS with a 2.7% @ 55 formula and single highest year for Classic PERS members. New PERS members are subject to a 2% @ 62 and pay 50% of the normal cost rate for PERS. The City participates in Social Security.
- Health Insurance Plans – The City will contribute an allowance between \$500 per month (for employee only) to \$1,000 per month (employee plus two or more dependents) towards CalPERS Health Program. City also provides dental and vision plans.
- Deferred Compensation – Employees receive a match up to 2% of base salary contributed to 457 or 401(k) plan of choice.
- Time Off - The City offers 11 1/2 paid holidays and 1 floating holiday annually; Annual leave of 180 hours in years 1 thru 4 with cash out provision of up to 160 hours a year (must have 160 hours remaining).
- Administrative Leave – Employee is granted 45 hours annually.
- Auto Allowance - \$200 per month
- Life Insurance - Term life policy of \$100,000
- STD/LTD Disability – Salary Continuation Plan
- Employee Assistance Program and Annual Physical

The Process

To be considered for this exceptional career opportunity, please forward a letter of interest and your resume with current salary and five work-related references (who will not be contacted until mutual interest is established) to:

Bill Avery or Paul Kimura
Avery Associates
3-½ N. Santa Cruz Ave., Suite A
Los Gatos, CA 95030
Fax: 408-399-4423
E-mail: jobs@averyassoc.net

The final filing date for this position is TBD.

Please contact Bill Avery or Paul Kimura at 408-399-4424, or email bill@averyassoc.net or paulk@averyassoc.net if you have any questions related to this position. For more information on the City of Port Hueneme, visit its website at www.ci.port-hueneme.ca.us.