



# City of Port Hueneme

## **PORT HUENEME CITY COUNCIL SPECIAL MEETING**

**MAY 16, 2016**  
**6:00 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, ROLL CALL**
- 2. AGENDA:** *(Amend / Approve)*
- 3. OPEN FORUM (10 Minutes)**

The Council will hear public comments for a maximum of 10 minutes. A person may address the Council only on matters within the Council's subject matter jurisdiction. 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.

#### **4. CLOSED SESSION:**

With respect to every item of business to be discussed in Closed Session, pursuant to the California Government Code:

- A. CONFERENCE WITH LABOR NEGOTIATORS**  
(Pursuant to Government Code Section 54957.6)

AGENCY DESIGNATED REPRESENTATIVES: John Baker, Interim City Manager; Carmen Nichols, Deputy City Manager; Interim Finance Director Alvin Burrell, Steven M. Berliner, Special Counsel.

EMPLOYEE ORGANIZATIONS: Port Hueneme Police Officers Association (PHPOA).

**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](http://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

## PORT HUENEME CITY COUNCIL REGULAR MEETING

MAY 16, 2016

6:30 PM

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

### AGENDA

**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:** Council Member Tom Figg
3. **ROLL CALL**
4. **AGENDA:** *(Amend / Approve)*
5. **PRESENTATIONS:**
  - A. **PROCLAMATION FOR NATIONAL BEACH SAFETY/RIP CURRENT AWARENESS WEEK**  
Action: Present proclamation acknowledging June 4-11, 2016 as National Beach Safety/Rip Current Awareness Week.
  - B. **VENTURA COUNTY FIRE PROTECTION DISTRICT PRESENT RESULTS OF CITY OF PORT HUENEME FIRE DISTRICT RESPONSES ANALYSIS QUARTER 4 2015 REPORT**  
Action: Chief Norm Plott will present emergency response metrics results for the City of Port Hueneme.
  - C. **VENTURA COUNTY ANIMAL SERVICES**  
Action: Representatives from the Ventura County Animal Services will explain the increase in costs and billing for their services.

It is recommended the City Council authorize additional funds of \$35,000 from the General Fund for the Ventura County Animal Services (VCAS) contract.

**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. PUBLIC HEARINGS:**

A. ADOPT RESOLUTION NO. \_\_\_\_ GRANTING SPECIAL USE PERMIT NO. 04-16 FOR THE TRIPLE CROWN SPORTS BEACH PARTY EVENT AT PORTHUENEME BEACH

Action: It is recommended the City Council: (1) open the public hearing to take testimonial and documentary evidence; (2) close the public hearing and consider the evidence; and (3) after considering the evidence, do the following:

1. Adopt Resolution No. \_\_\_\_ that conditionally approves Special Use Permit No. 04-16 for the Triple Crown Beach Party at Hueneme Beach Park; and
2. Authorize the Deputy City Manager to file a Notice of Final Action with the California Coastal Commission and Notice of Exemption in accordance with provisions of the California Coastal Act and California Environmental Quality Act ("CEQA").

RESOLUTION NO. \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA DEEMING A TEMPORARY EVENT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND CONDITIONALLY APPROVING SPECIAL USE PERMIT NO. 04-16 FOR THE TRIPLE CROWN SPORTS BEACH PARTY EVENT (Case Number SUP 04-16)

*(Open, Close Public Hearing)*

**8. CONSENT AGENDA:**

A. APPROVAL OF MINUTES

Action: It is recommended the City Council approve the Minutes of the May 2, 2016 Regular Meeting.

**B. CASH DISBURSEMENTS RATIFICATION**

Action: It is recommended the City Council ratify the cash disbursements listing for the period April 23, 2016 through May 6, 2016.

**C. AUTHORIZATION TO GRANT A LICENSE TO THE U.S. GOVERNMENT FOR GUARD RAIL PURPOSES**

Action: It is recommended the City Council authorize the Interim City Manager to execute a License with the U.S. Government granting the U.S. Government the right to construct, operate, and maintain a guard rail system along eastbound Channel Islands Boulevard between Patterson Road and Ventura Road.

**D. ADOPTION OF RESOLUTION APPROVING THE REVISED SEWER SYSTEM MANAGEMENT PLAN (SSMP)**

Action: It is recommended the City Council adopt the Resolution approving the updated Sewer System Management Plan (SMMP) and directing staff to implement the SSMP by updating the California Integrated Water Quality System database.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ADOPTING THE REVISED CITY OF PORT HUENEME'S SEWER SYSTEM MANAGEMENT PLAN AS RECOMMENDED BY THE STATE WATER RESOURCES CONTROL BOARD.

**E. ADOPTION OF A RESOLUTION APPROVING THE CITY'S INCLUSION INTO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY BEVERAGE CONTAINER RECYCLING PAYMENT PROGRAM**

Action: It is recommended the City Council adopt the Resolution approving the City's inclusion into the Department of Resources Recycling and Recovery Beverage Container Recycling Program (CalRecycle).

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

**F. AUTHORIZATION TO AWARD FUEL PURCHASE CONTRACT FOR CITY OPERATED VEHICLES AND EQUIPMENT**

Action: It is recommended the Council authorize the Public Works Director to award a Fuel Purchase Contract (three years effective July 1, 2016) to SC Fuels.

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

**10. CONTINUATION OF OPEN FORUM**

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

**11. CLOSED SESSION: (None.)**

**ADJOURNMENT:** Adjourn to the next Regular Meeting to be held June 6, 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](http://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

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## COUNCIL AGENDA STAFF REPORT

**TO:** City Council

**FROM:** Carmen Nichols, Deputy City Manager

**SUBJECT:** REQUEST FOR ADDITIONAL FUNDS FOR CONTRACT WITH VENTURA COUNTY ANIMAL SERVICES

**DATE:** May 16, 2016

### **RECOMMENDATION:**

It is recommended the City Council authorize additional funds of \$35,000 from the General Fund for the Ventura County Animal Services (VCAS) contract.

### **BACKGROUND/ANALYSIS:**

In April 2015, the Council approved a new contract with Ventura County Animal Services for service calls, intake, shelter services, canvassing, and licensing efforts. The new contract replaced an inconsistent system of payments for all agencies in the County. The new allocation formula included animal shelter operation costs that had not been included in the prior contract. These types of costs are now charged to the respective cities based on the percentage of shelter intakes for each city. While some agencies saw a decrease in estimated costs with the new contract, Port Hueneme saw a rather large increase of \$61,000. Staff also built in an additional \$5,000 to the FY 2015-2016 budget in case of overages or unforeseen costs. The current budget for VCAS is \$145,000.

The first quarter billing under the new contract revealed an unexpected increase in shelter fees and a decrease in revenues. This resulted in a higher than expected billing. Using the invoice amount as a guide for the remaining three quarters, a deficit of approximately \$35,000 was projected for the remaining year's contract (\$145,000 increasing to \$180,000).

At the VCAS Commission meeting held December 10, 2015, other agencies also discussed having similar concerns with their invoices. Questions from staff were

## **REQUEST FOR ADDITIONAL FUNDS FOR ANIMAL SERVICES CONTRACT**

**May 16, 2016**

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posed to the Commission Chair, Supervisor Steve Bennett and VCAS Director Tara Diller regarding the increase with the promise that this would be looked into.

In the meantime, staff received a call from VCAS Deputy Director Donna Gillesby indicating the second quarter invoices were late. The reason given was that the City of Oxnard had decreased its intake numbers significantly. The contract is designed to be full cost recovery for the County so when one agency reduces its cost, the other cities pay a higher fee to cover the decrease. Because the increase was so substantial, VCAS Director Diller had taken the matter to the County CEO's office to look into a reduction that would be more palatable for the other agencies.

VCAS and County staff met with City staff in late February to go over the City's second quarter billing. The County indicated that the cost to the City had actually increased to \$224,000. This took into account the actual cost of shelter services but did not reflect any offsetting revenue (revenue from door-to-door canvassing and licensing will not be included until the third quarter invoice). VCAS/County staff said that they were going to the Board of Supervisors on March 15, 2016 to ask for a one-time waiver of fees (the difference between the estimated costs to the City of \$180,000 and the projected \$224,000). This was also being proposed for all of the member agencies. However, in next year's budget, the full \$224,000 will be the amount of Port Hueneme's share for intake services.

The County Board of Supervisors heard the presentation of the VCAS budget on April 19. Based on that presentation the fiscal year 2016-2017 net costs for animal control services are projected to be \$225,000. This includes approximately \$20,000 in revenues generated from the City.

However, with this year's budget and contract and with the estimates from the County of Ventura, staff is recommending that the Council authorize an additional \$35,000 from the General Fund to cover the predicted shortfall for VCAS services for fiscal year 2015-2016.

### **FISCAL IMPACT:**

The City approved \$145,000 for FY 2015-2016 costs, which is an additional \$61,000 from previous years. An additional General Fund appropriation of approximately \$35,000 is needed to pay the City's projected costs of the contract for the current year bringing total costs for the year to \$180,000.



# City of Port Hueneme

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## COUNCIL AGENDA STAFF REPORT

**TO:** City Council

**FROM:** Carmen Nichols, Deputy City Manager

**SUBJECT:** ADOPT RESOLUTION GRANTING SPECIAL USE PERMIT NO. 04-16 FOR THE TRIPLE CROWN SPORTS BEACH PARTY EVENT AT PORTHUENEME BEACH

**DATE:** May 4, 2016

### **RECOMMENDATION:**

It is recommended the City Council: (1) open the public hearing to take testimonial and documentary evidence; (2) close the public hearing and consider the evidence; and (3) after considering the evidence, do the following:

1. Adopt the attached Resolution that conditionally approves Special Use Permit No. 04-16 for the Triple Crown Beach Party at Hueneme Beach Park; and
2. Authorize the Deputy City Manager to file a Notice of Final Action with the California Coastal Commission and Notice of Exemption in accordance with provisions of the California Coastal Act and California Environmental Quality Act ("CEQA").

### **BACKGROUND/ANALYSIS:**

In February, City staff was contacted by Rebekah Evans, Executive Director of Ventura County Coast Lodging Association, of which the City of Port Hueneme has been a member since 2014. Ms. Evans was seeking a venue for the Triple Crown Sports Beach Party, an event that is held as part of a week-long baseball tournament in Ventura County. An objective of the Ventura County Lodging Association is to promote tourism and overnight stays in Ventura County, particular its member cities.

## **ADOPT RESOLUTION FOR TRIPLE CROWN SPORTS BEACH PARTY EVENT**

**May 16, 2016**

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The Triple Crown World Series Director, Roland G. Rivera, of Triple Crown Sports is requesting approval to hold the Triple Crown Beach Party at the Hueneme Beach Park on Wednesday, July 27, 2016 from approximately 4:30 p.m. to 7:30 pm.

The proposal is for a beach party special event with an estimated 900-1200 attendees, comprised of ten year old boys and their families, from the western United States. The party will occur at the base of the pier, with temporary, party-related infrastructure located on both the north and south sides of the pier. The party related set-up will include above ground fire pits, tiki torches, volleyball net, designated areas for flag football, a tent, an A/V sound system, four food trucks, and port-o-lets.

Paid parking will be enforced in all lots, with approximately 15 parking stalls occupied by the portable toilets and food trucks. The Applicant has requested to pre-buy 200 parking passes at \$4.00 per stall. Any additional event participants will be required to purchase a parking permit on the day of the event.

Beach Party participants will be travelling from all over the western United States. The Beach Party will bring youth baseball teams and their families to Port Hueneme where they will have access to hotels, restaurants, shops, and services that exist in Port Hueneme, providing additional business to storefronts and restaurants in the area.

The attached Special Use Permit contains the following basic terms:

1. Hours of operation will be from 4:30 p.m. to 7:30 p.m. with set-up beginning at noon and tear down being complete by 9:00 p.m.
2. Food trucks and port-o-lets will be located on paved surfaces in Parking Lot "B."
3. The tent will be placed on the sand at the base of the pier and will not impede the pier or emergency access.
4. No private vehicles will be allowed on the beach at any time. The applicant will pay for one (1) city truck and one (1) city employee for a minimum of two (2) hours at \$50 per hour to provide setup assistance on the beach. If assistance is requested for tear down, the same cost will apply.
5. No participants will be allowed to climb, loiter, or play in or around the lifeguard towers.
6. The A/V sound system will be turned off and the fire pits will be extinguished at 7:30 p.m.
7. The edge of the event area will be delineated through strategic placement of delineators.
8. Event participants will not traverse or otherwise use the dunes areas or vacant land at the back of the dunes abutting east of Parking Lot "B" or down coast in Ormond Beach.
9. The parking area and beach must be cleaned and restored to its pre-event condition no later than 9:00 p.m. the same day of the event.

## **ADOPT RESOLUTION FOR TRIPLE CROWN SPORTS BEACH PARTY EVENT**

**May 16, 2016**

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10. Above ground fire pits will be cordoned off to prevent public access, will be located a minimum of 15-feet from any structures, use only seasoned fire wood to reduce smoke, and will be monitored by event staff and volunteers at all times. Lighter fluid used to light the fires will be removed after the fires are lit.
11. After the event, ashes from the fire pits will be completely extinguished and properly disposed in a fire proof container. The applicant shall haul away the container immediately after the event.
12. Indemnification and insurance coverage will be provided as stipulated in the special conditions.
13. City reserves the right to terminate or relocate the event to other beach areas for emergencies/conflicts or any reason of the City.
14. Security and event staffing will be provided as deemed necessary by law enforcement.

With regard to land use entitlements, the Port Hueneme Municipal Code ("PHMC"), including the Local Coastal Program, require a Special Use Permit be considered at a noticed public hearing for temporary events at the beach where the Coastal Commission retains appeals jurisdiction (PHMC §10356(B)(1)(a) and §10356(C)(2)). In this regard, a notice of the proposed events was mailed to the California Coastal Commission, property owners within 300 feet of the event area, and residents within 150 feet of the event area. Should an appeal be received within 10 working days regarding the Council's decision, the Coastal Commission could choose to review the matter. However, Commission acceptance of an appeal is not expected because the proposed events meet most of the Coastal Commission's own exclusion criteria from permit/review requirements where it retains permit authority (guidelines published by the Coastal Commission titled "Exclusion of Temporary Events from Coastal Commission Permit Requirements – adopted 5/12/1993").

With regard to fire pits, PHMC 4010 allows the building of fire pits with Council approval. The Ventura County Fire Department reviewed the Applicant's plan for the fire pits and their input has been included as part of the conditions.

With regard to attendance and crowd control, the applicant estimates 900-1200 participants between the hours of 4:30 p.m. and 7:30 p.m. Volunteers and event staff will monitor the impacted area. As part of the summer schedule, lifeguards will be present during the event.

### **FISCAL IMPACT:**

Approximately \$1,336 will be generated in additional revenue. This includes \$800 in parking revenue and \$536 includes the Special Use Permit fee (\$273) and other fees to cover postage for public notices, staff time for set up assistance, and additional refuse services provided by city staff. No significant City maintenance or capital expenses are expected other than miscellaneous trash bin drop-off/pick-up before or after the event.

**ADOPT RESOLUTION FOR TRIPLE CROWN SPORTS BEACH PARTY EVENT**

**May 16, 2016**

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**ATTACHMENTS:**

- 1.) Triple Crown Sports Proposal
- 2.) Layout
- 3.) Special Use Permit Approval Letter
- 4.) Special Conditions Special Event Insurance Requirements
- 5.) Public Hearing Notice
- 6.) Resolution



3930 Automation Way, Fort Collins, CO, 80525

To: Carmen Nichols, Deputy City Manager, City of Port Hueneme

**July 27<sup>th</sup> Port Hueneme Beach** (Triple Crown Beach Party) proposal

**Hours: 4:30pm-7:30pm**

**900-1200 people estimated (beach party special event of Triple Crown 10u World Series Baseball event coordinated in Ventura Co. July 26-31<sup>st</sup>, 10 year old boys and their families from around the Western US)**

➤ **Special City Requests**

**Adequate parking requested at REDUCED CHARGE from Port Hueneme (200 purchased spaces at \$4 per)**

**Waive Port Hueneme beach party permit fees if any (or discount since not closing to public)**

(below is what we were going to do in Ventura re: security, I do not believe this would be as much of an issue at Port Hueneme, but we should address)

- Instead of private security or police (\$80/hr. per person), Nancy suggests that we hire Ventura's Downtown Ambassadors (\$25/hr. per person) to serve as greeters, keep an eye out as security, and ensure that only Triple Crown Sports members attend the party. The Ambassadors wear uniforms and are recognizable to locals.
- We also discussed providing wristbands to Triple Crown party attendees as they enter the party through the few designated beach access points. Volunteers can distribute the wristbands, and it's an easy and low-cost way to make sure that attendees are supposed to be there.

Beach Butlerz ([www.beachbutlerz.com](http://www.beachbutlerz.com)) Cecile DeMartini, Chief Beach Officer would be contracted to produce beach games, tent set up, fire pits, tiki torches, etc. detailed below (she is copied)

- On beach locations of 15 fire pits (can be below ground dug out or above ground structures), 1 event person should be appointed to each fire pit area to insure safety
- Locations of 4 port-o-lets (if needed)
- Locations of 4 food trucks
- Location of 20X20 high peak tent
- Location of sound system (ideally at tent area)
- Location of (on beach) volleyball net
- Location of (on beach) 2 coned defined flag football fields
- Location of 8 trash receptors
- Location of 20 tall tiki torches

Thank you and city council for consideration of this event. We are excited and hopeful that it will be approved.

Sincerely,

Roland G. Rivera Jr.  
Triple Crown World Series Director

Triple Crown Sports Beach Party  
 Site Layout, Port Hueneme Beach – v.4  
 Wed, 7/27 at 4:30 – 7:30 pm



A/V & sound system\*

10' x 10' pagoda tent\*\*

4 food trucks

4 port-o-lets

Volleyball court

Flag football field (cone-defined)

Flag football field (cone-defined)

Approx. 215'

Approx. 450'

Approx. 600'

Approx. 300'

- KEY**
- ★ Fire pit
  - Tall tiki torch
  - Trash receptacle
  - △ Picnic tables

- NOTES**
- Flag football fields approx. 50 x 20 yards (smaller than standard).
  - Volleyball court approx. 60' x 30'.
  - \*A/V, sound system, and other items may need to be moved depending on power availability and layout needs.
  - \*\*Tent not to scale. Tent may be located on the pier, or alternatively, on the sand to the south of the pier depending on power/layout needs.



# City of Port Hueneme

## COMMUNITY DEVELOPMENT

May 3, 2016

Triple Crown Sports  
Attn: Roland G. Rivera  
3930 Automation Way  
Fort Collins, CO 80525

**SUBJECT: SPECIAL USE PERMIT NO. 04-16  
Triple Crown Sports Beach Party- Wednesday, July 27, 2016**

Pursuant to your request for use of portions of the Hueneme Beach Park for the Triple Crown Beach Party on the subject date; said request is hereby approved as a "Temporary Use" by operation of Municipal Code Section 10355(A)(2) subject to the following conditions:

1. That approval granted herein is given to Triple Crown Sports ("Applicant") for the Temporary Use and location(s) as described in the attached notice, dated April 16, 2016; provided, further that the event is approved by the City Council, through public hearing, for July 27, 2016 and be limited to Hueneme Beach at the base of Hueneme Pier and Hueneme Beach Parking Lot "B."
2. That Roland G. Rivera (970) 556-0782 is hereby deemed to be the authorized representative for the Applicant who shall be available at all times while the event is in progress. If in the opinion of the City the event poses a threat to the public health, safety or welfare, or violates any of the conditions herein or other City Municipal Codes, the City may give orders to said representative or his designee and return the site to its pre-event condition.
3. The Applicant shall take all reasonable measures to protect public and private property, which may result from activities of the Temporary Use and maintain the beach, the Parking Lot(s), and surrounding environs in a safe, neat and orderly fashion.
4. That Applicant shall not allow participants to climb, loiter, or play in or around the lifeguard towers.

5. That set-up shall begin at 12:00 p.m. and tear-down shall be completed by 9:00 p.m.; that the beach, parking lot "B" and surrounding environs shall be cleaned by the Applicant of trash and debris and returned to its pre-event condition no later than 9:00 p.m., Wednesday, July 27, 2016.
6. That the Applicant shall pay for one (1) city truck and one (1) city employee for a minimum of two (2) hours at \$50 per hour to provide setup assistance on the beach and the same cost shall apply if prior assistance is requested for tear down. The city truck shall be the only motorized vehicle permitted to drive or otherwise be located on the sand.
7. The A/V sound system provided by the Applicant shall be turned off and the fire pits shall be extinguished at 7:30 p.m., at which time event tear-down and clean-up shall commence.
8. That the Applicant shall provide all personnel and facilities deemed necessary by the City to stage the event and coordinate event planning through appropriate City Departments. Every effort shall be made to resolve problems prior to the event with the City's Deputy City Manager. In providing necessary personnel and facilities to stage the event, the Applicant may be required to pay the hourly rate for one (1) public safety officer during the event at the sole option of the City's Chief of Police.
9. The Parking Lot driveway aisles shall not be obstructed by the Applicant in non-event areas and remain passable for the public and emergency vehicles.
10. That no discharge of any kind shall occur onto surrounding surfaces by the Applicant or participants.
11. Food trucks provided by the Applicant shall be limited to a total of four (4) trucks and shall be parked in Beach Parking Lot "B."
12. Port-O-Lets shall be provided by the Applicant and placed on a paved surface in Beach Parking Lot "B."
13. The tent provided by the Applicant shall be placed on the sand to the south of the base of the pier. The tent shall not impede the pier or emergency access.
14. That the Applicant shall delineate the edge of the event area through strategic placement of delineators.
15. Per PHMC 4010, the Applicant shall be permitted to have above-ground fire pits with Council approval. Fire pits shall be provided with the conditions that all fires

shall be located a minimum of 15-feet from any structure, only seasoned fire wood shall be used in the pits to reduce smoke, and lighter fluid used to light the fires shall be removed after the fires are lit so that children are not tempted to play with the lighter fluid. The fire pit area shall be cordoned off to prevent public access and event staff and volunteers shall monitor fires at all times. After the event, ashes from the fire pits shall be completely extinguished and properly disposed in a fire proof container supplied by the Applicant. As part of the clean-up process, the Applicant shall haul away all extinguished ashes collected from the fire pits

16. That due to potential sensitive resources located east of Parking Lots "B" and "C," Temporary Use participants shall not traverse or otherwise use the dunes areas or vacant land at the back of the dunes abutting east of Parking Lot "B" or down coast in Ormond Beach.
17. That the Applicant and participants at the Triple Crown Beach Party event shall comply with all applicable State, Federal, and local rules and regulations, government laws, and ordinances relating to the activity and all other ordinances and laws of the City, which among other things, prohibits disorderly conduct; point source noise outside of the Beach Park that exceeds the noise regulations set forth in the PHMC; undesignated vehicles on the beach or off the public right-of-way; public intoxication or consumption of alcoholic beverages, animals on the sandy beach; fires on the beach; and boisterous, threatening, or profane and indecent language.
18. That applicant and participants of the event hereby indemnifies and hold harmless the City, its officers, officials, employees and agents from and against all claims, suits, actions, arbitration proceedings, regulatory proceedings, administrative proceedings, damages, losses, costs and expenses of any kind, whether actual, alleged or threatened, actual attorney fees incurred by the City, court costs, interest, defense costs including expert witness fees, and any other costs or expenses arising out of the performance of the event described herein without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable the performance of this event caused in whole or in part by a negligent act or omission of Applicant, its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them liable, except where caused by the active negligence, or willful misconduct of the City.

Indemnification insurance coverage will be provided by the Applicant as stipulated in the "**Special Conditions for Special Events-Insurance Requirements and Additional Insured**" and provided to the City prior to the event.

Applicant must pay all response costs incurred by City when responding to the special event with law enforcement, fire, and other public services (for example, and not limitation, public works or building safety) including, without limitation: (1)

salaries and benefits of personnel for the amount of time spent responding to, remaining at, or otherwise addressing events and the administrative costs attributable to such response(s); (2) the cost of any medical treatment to or for any personnel injured responding to, remaining at or leaving the special event; and (3) the cost of repairing any City equipment or property damage, and the cost of the use of any such equipment, in responding to, remaining at or leaving the special event. Utilization of any public employee during any response to the special event is a public service over and above the services generally provided within the city's jurisdiction and, accordingly, constitutes a special public service that is not included with the permit fees charged for the special event.

All fees and charges levied for response costs are due and payable upon presentation.

All response costs constitute a valid debt to the City and against the Applicant.

If the Applicant does not appeal the response cost invoice to the city manager within 30 days after receiving the invoice, and if any amount remains unpaid after reasonable and practical attempts have been made by the City to obtain payment, the city manager, or designee, is authorized to take all legal and practicable collection efforts to recover the outstanding debt, together with any penalties, any related charges and fees accrued due to nonpayment.

19. That any person participating at the Temporary Use does so at his/her own risk without liability on the part of the City for injury, theft, or damage to persons or property resulting there from.
20. Fees are due and payable 30 days prior to the event in the amount of \$536.00 which includes the Special Use Permit fee of \$273 (by the Master Fee Schedule), postage for public notices, set up assistance of one employee, and additional refuse trash provided by city staff prior to the event is included.
21. That in addition to the permit fee and all/any other fees, that Applicant shall pre-pay 200 parking spaces at \$4.00 (half the daily rate) and all other fees with the application. Two weeks prior, the City will provide 200 one-day parking passes for the day of the event. It is the Applicant's responsibility to notify participants that daily parking passes are available for purchase at the nearest Parking machine located in Lot "A", Lot "B", Parking Lot "C" and along Surfside Drive. Compliance with parking regulations will be enforced.
22. That the Applicant, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the event and will faithfully observe all applicable laws. The judgment of any court of competent jurisdiction, or the admission of the Applicant in any action or proceeding against the Applicant, whether the City be party thereto

or not, that the Applicant has violated any such ordinance or statute in the use of SUP Property will be conclusive of that fact as between City and Applicant.

23. That violation of any or all of the conditions of this SUP will be considered a violation of the PHMC and constitute grounds for revocation of said Permit.

24. That this SUP is effective for the Triple Crown Sports Beach Party for Wednesday, July 27, 2016. The City may cancel or modify this SUP including termination of the SUP permanently for any reason of the City. Prior to early termination or modification of the SUP, the City will provide a 30-calendar day written notice thereof to Triple Crown Sports.

Assuming these conditions are acceptable, please so indicate by signing on the space provided below and returning to the City within 30 days from the date of the event. Failure to do so invalidates your application as complete.

Should you have any questions on this matter, please feel free to call Ms. Carmen Nichols, at (805) 986-6501.

Sincerely,



Carmen Nichols  
Deputy City Manager

For and in consideration of Special Use Permit No. 04-16, I/we accept and understand the above conditions.

\_\_\_\_\_  
Roland G. Rivera  
Triple Crown Sports

\_\_\_\_\_  
Date

Please route to the following departments:

cc: Parking Enforcement, Police Department, Public Works, Recreation & Community Services, VC Fire Station 53

**SPECIAL CONDITIONS-SPECIAL EVENTS  
INSURANCE REQUIREMENTS AND ADDITIONAL INSURED**

1. Prior to the event, the Applicant under this Permit shall secure and maintain for the duration of this Permit, the insurance called for below.

A. General Requirements

- Policies shall be issued by responsible insurance carriers admitted to transact insurance in California as set forth in the California Insurance Code and as evidenced by the insurer's possession of a valid Certificate of Authority issued by the California Department of Insurance.

B. Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); and
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Insurance Limits

Coverage and minimum liability limits shall be as follows:

- Commercial General Liability (Occurrence Basis)

General Aggregate	\$ 2,000,000
Bodily Injury	\$ 1,000,000
Aggregate Products/Completed Operations	\$ 1,000,000
Property Damage	\$ 1,000,000
- Automobile Liability – Any Auto (Code 1)

Combined Single Limit	\$ 1,000,000
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- Worker's Compensation and Employers Liability

Statutory Coverage Requirements	
Bodily Injury per Accident per Employee	\$1,000,000
Bodily Injury per Disease per Employee	\$1,000,000
Policy Limit by Disease	\$1,000,000

D. Certificates of Insurance

- The Certificate Holder shall be:

Attn: Carmen Nichols, Deputy City Manager  
City of Port Hueneme  
250 N. Ventura Road  
Port Hueneme, CA 93041
- Certificates of Insurance shall reflect that should policies be cancelled before the expiration date of the policy, notice will be delivered in accordance with the policy provisions.

E. General Liability Insurance Endorsements

- The policy number shall appear on all endorsements.

The City prefers that endorsements be written on form CG 20 10 11 85 or 88. Endorsements may be written on form CG 20 10 10 01 or on form CG 20 33 10 01 or on another specific insurance company form acceptable to the City, provided that they are accompanied by a form CG 20 37 10 01. Policies that include endorsement forms CG 22 94 10 01 and/or CG 22 95 10 01 are not satisfactory to the City and will not be accepted.

- The following General Liability Insurance endorsements shall be provided:

<u>Additional Insureds:</u>	Person(s) or Organization:	The City of Port Hueneme, its officers, agents and employees
	Description of Operations:	All operations by or on behalf of the Named Insured

*(Note: Coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.)*

Primary Insurance: Such insurance afforded by this policy for the benefit of the Additional Insureds shall be primary as respects each of the Additional Insureds, or if excess/umbrella, shall stand in an unbroken chain of coverage excess of the Named Insured's underlying primary coverage. In either event, insurance or self-insurance maintained by each of the Additional Insureds shall be in excess of the insurance afforded by this policy and shall not be called upon to contribute with it.

F. Automobile Liability Insurance Endorsements

- The policy number shall appear on all endorsements.
- Endorsements may be written on form CA 99 09 08 95, form CA 00 01 01 87, form CA 00 01 06 92 or other specific insurance company form acceptable to the City.
- The following Automobile Liability endorsements shall be provided:

Additional Insureds: Person(s) or Organization: The City of Port Hueneme, its officers, agents and employees.  
Description of Operations: Conduct of the Additional Insureds or that may be imputed to the Additional Insureds, as respects automobiles owned, leased, hired or borrowed by or on behalf of the Named Insured.

*(Note: Coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.)*

Primary Insurance: Such insurance afforded by this policy for the benefit of the Additional Insureds shall be primary as respects each of the Additional Insureds, or if excess/umbrella, shall stand in an unbroken chain of coverage excess of the Named Insured's underlying primary coverage. In either event, insurance or self-insurance maintained by each of the Additional Insureds shall be in excess of the insurance afforded by this policy and shall not be called upon to contribute with it.

G. Workers' Compensation Insurance Endorsement

- The policy number shall appear on all endorsements.
- Endorsements may be written on an industry standard form or other specific insurance company form acceptable to the City. Certificates of Insurance issued by the State Compensation Insurance Fund must have State Fund Endorsements 2065 and 2570 on them.
- The following Workers' Compensation Insurance endorsements shall be provided:

Schedule: Person(s) or Organization: The City of Port Hueneme, its officers, agents and employees.  
Description of Operations: All operations by or on behalf of the Named Insured

Waiver of Subrogation: We waive any right of recovery we may have against the person(s) or organization named in the Schedule because of any payments we make for injury or damage arising out of operations by or on behalf of the Named Insured.

**NOTICE OF TEMPORARY SPECIAL USE  
BY THE DIRECTOR OF COMMUNITY DEVELOPMENT OF  
THE CITY OF PORT HUENEME  
Triple Crown Sports Beach Party**

NOTICE IS HEREBY GIVEN that application for Special Use Permit was made on April 16, 2016, by Mr. Roland G. Rivera, on behalf of Triple Crown Sports, 3930 Automation Way, Fort Collins, Colorado 80525, that would allow Triple Crown Sports to host a beach party at Hueneme Beach on Wednesday, July 27, 2016. The event would include fire pits, tiki torches, a volleyball net, flag football, a tent, an A/V sound system, and four (4) food trucks. Portable toilets would also be provided to serve the event attendees. The event would last from 4:30 pm to 7:30 pm, with setup beginning at noon and tear down ending no later than 9:00 pm. An estimated 900-1200 attendees are expected at the Beach Party, consisting of ten year old boys and their families.

Pursuant to Municipal Code Section 10355(A)(2), said Special Use Permit will be issued unless an appeal to the City Council is received in writing by the Department of Community Development within five (5) calendar days of the date of this Notice together with \$425 processing fee. Appeals shall be processed as a public hearing pursuant to Section 10353(E) of the Port Hueneme Municipal Code.

ADDITIONAL INFORMATION on this project may be obtained from the Department of Community Development, City of Port Hueneme, 250 North Ventura Road, Port Hueneme, California 93041, telephone: (805) 986-6553.

SAID SPECIAL USE PERMIT involves property situated within the Coastal Zone of the State of California. As a result, subsequent approval may be required from this Agency. Questions regarding the coastal permit process, including Coastal Commission appeal procedures, should be directed to the South Central Coast Area office of the California Coastal Commission located at, 89 South California Street, #200, San Buenaventura (Ventura), CA 93001, telephone (805) 585-1800.

**Carmen Nichols  
Deputy City Manager**

Dated: May 4, 2016

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT HUENEME, CALIFORNIA DEEMING A TEMPORARY EVENT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND CONDITIONALLY APPROVING SPECIAL USE PERMIT NO. 04-16 FOR THE TRIPLE CROWN SPORTS BEACH PARTY EVENT (Case Number SUP 04-16)**

**ARTICLE I - RECITALS**

**Recitals**

The City Council for the City of Port Hueneme does resolve as follows:

**A. WHEREAS**, a public hearing has been held as required by law to consider issuance of a Special Use Permit (“SUP”) allowing the Triple Crown Sports Beach Party, an event that is held as part of a week-long baseball tournament in Ventura County. The event will bring approximately 900-1200 youth baseball players and their family members. The event is scheduled for July 27, 2016 between 4:30 p.m. and 7:30 p.m. Set up will begin at 12:00 p.m. and clean-up will end at 9:00 p.m. The party will occur at the base of the pier, with temporary, party-related infrastructure located on both the north and south sides of the pier, herein referred to as “Event”;

**B. WHEREAS**, the proposed Event represents a discretionary action subject to the environmental review requirements of the California Environmental Quality Act (“CEQA”) of 1970, as amended (Public Resources Code § et. seq.), and by operation of § 15381 of Title 14 to the California Code of Regulations, the City Council of the City of Port Hueneme is deemed “Lead Agency” for the purposes of CEQA; and

**C. WHEREAS**, pursuant to Port Hueneme Municipal Code (“PHMC”) § 10355(A)(2) the Event must obtain a SUP, which is deemed an appealable coastal development by PHMC §10356(B)(1)(a), which requires processing as a noticed public hearing pursuant to PHMC §10356(C)(2); and

**D. WHEREAS**, City staff has recommended the City Council find the Event exempt from CEQA as it establishes rules and procedures to permit operation of existing facilities; minor temporary use of land; ensure maintenance, restoration and protection of the environment; and regulate normal operations of facilities for public gatherings, and therefore categorically exempt from further CEQA review under California Code of Regulations Title 14 §§15301, 15304 (e) 15308, 15323, and 15332 as an urban infill project; and

**E. WHEREAS**, as prescribed in Article II and Article III of this Resolution, the proposed Event is deemed consistent with and furthers the objectives and policies of the City's General Plan, zoning regulations, and Local Coastal Program; and

**F. WHEREAS**, the City Council considered the effects of the Event on the regional need for public services, and available fiscal and environmental resources before deciding on this matter; and

**G. WHEREAS**, City staff recommended conditional approval of the Event and Special Use Permit Application No. SUP 04-16; and

**H. WHEREAS**, the City is a charter city and municipal corporation operating pursuant to the terms of a City Charter adopted in 1996.

## **ARTICLE II - DECLARATIONS**

### **Record**

**A. NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Port Hueneme does hereby make the following findings of fact:

1. Prior to rendering a decision on any aspect of the Event, the City Council duly considered the following:

(a) All public testimony, written and oral, received in conjunction with that certain public hearing conducted on May 16, 2016.

(b) All oral, written, and visual materials presented by City staff and the Applicant in conjunction with said public hearing.

(c) The following informational documents which, by this reference, are incorporated herein:

(i) That certain written report on the proposed Event submitted by the Deputy City Manager for the Department of Community Development of the City of Port Hueneme dated May 16, 2016, incorporated by reference herein (hereinafter referred to as "Staff Report").

(ii) The proposed Event descriptions and supporting documents accompanying the Staff Report.

(iii) The CEQA environmental findings and conclusions finding the Event categorically exempt.

### **Public Review**

**B. BE IT FURTHER RESOLVED THAT:**

1. On the basis of evidence hereinafter listed, all administrative procedures and public participation requirements prescribed in Title 7, Division 1, of the Government Code of the State of California, Article X, PHMC § 10352, and Division 13 of the California Public Resources Code commencing with § 21050, and Title 14 of the California Code of Regulations commencing with § 15000, as such procedures and requirements pertain to this Project, and the California Environmental Quality Act (CEQA), have been lawfully satisfied:

(a) Written notice of public hearing before the City Council on the proposed Event was mailed to all governmental agencies and persons who were known to be interested in the Event and all persons owning within 300 feet of the event area or residing at property within 150 feet of the boundaries of the Event site, which notice was mailed not later than ten (10) calendar days prior to the date of said hearing.

**Coastal Act Findings**

**C. BE IT FURTHER RESOLVED** that the California Coastal Act is intended to protect natural and scenic resources; promote the public safety, health, and welfare; and protect public and private property, wildlife, marine fisheries, other ocean resources, and the natural environment and that California Coastal Commission Regulations establish the standards by which proposed land developments or other activities are evaluated to ensure consistency with the Act and that the local LCP policy group of primary concern identified in the City's LCP for the Event area involving the temporary use of the beach area and Parking Lot "B" is "Shoreline Access/Recreation and Visitor-Serving Facilities." On the basis of the evaluations presented below, the City Council for the City of Port Hueneme finds the proposed Event consistent with and furthering the objectives of Chapter 3 of the California Coastal Act of 1976:

1. VISITOR SERVING AND RECREATION FACILITIES

a.1. Coastal Act (public Resource §§ 30212.5, 30213, and 30220: Wherever appropriate and feasible, public facilities, including parking, shall be distributed throughout an area to mitigate against the impacts of overuse of any single area. Lower-cost visitor and recreational facilities shall be protected, encouraged and where feasible, provided. Developments providing public recreational opportunities are preferred. Coastal areas suited for water-oriented recreational activities that cannot readily be provided at inland water areas shall be protected for such uses.

a.2. Consistency Statement: According to local LCP policy for Hueneme Beach Park (Area A), Section 4.b. *Resource Protection Zone Policies*, any temporary Development or Special Use Permits at Hueneme Beach Park shall be focused west of Parking Lot "C." The proposed temporary use Project is located in at

the base of the pier, with temporary, party-related infrastructure located on both the north and south sides of the pier and temporary placement of portable toilets and food truck in Beach Lot "B" which complies with this policy. In addition, the proposed events serves to provide recreational opportunity by enabling visitors to walk around and enjoy the beach environment providing "family friendly" event. The infrastructure built for the party is all temporary and will be removed from the beach immediately following the event. Approximately 15 parking spaces will be temporarily unavailable to provide parking for food trucks and temporary portable toilets that will be removed at the conclusion of the event. However, the City provides over 1,020 public off-street parking lot and curbside spaces that directly service the Beach Park. Accordingly, the temporary loss of 15 parking spaces out of a total of over 1,020 parking spaces for the one day events is considered to be de minimis relative to having a significantly adverse impact on restricting public use and access to coastal water areas at Hueneme Beach Park.

### **Environmental Findings**

**D. BE IT FURTHER RESOLVED** that the City Council finds these facts and makes the following conclusions based upon the Staff Report Project descriptions:

1. The Event is consistent with City's General Plan and its policies including the Event's land use designation as Open Space; it is also consistent with the PHMC Park-Reserve Zoning classification for the Event site.
2. The Event involves property located within City's jurisdictional boundaries on Parking Lot sites not larger than five-acres and the Event is surrounded by urban uses, Park, and Pacific Ocean.
3. The SUP property is not known to be listed by any regulatory agency as having value as habitat for endangered, rare or threatened species.
4. Approving the Event would not result in any significant effects related to traffic, noise, air quality, or water quality.
5. The Event will not result in any intersection operating at a Level of Service worse than "C."
6. The Event is not expected to substantially increase long-term noise or vibration levels in the surrounding area and the Event's residential receptors are not located within a noise contour exceeding 60 decibels.
7. The Event will not emit 25-pounds per day or more of reactive organic gases or oxides of nitrogen.
8. The Event is not expected to result in substantial pollution.

9. The Event area can be adequately served by all required utilities and public services.

10. The Event will not result in a significant increase in surface runoff and is not located within the 100-year flood zone.

11. The Event will not exceed the existing or planned capabilities of the sewage system.

12. The Event will not exceed the existing or planned capabilities of the solid waste system.

13. The Event is not expected to create unavoidable health hazards nor expose people to substantial health hazards.

14. The Event will not create a demand for recreational facilities that exceed the City's standard of three-acres of parkland per 1,000 residents.

15. The Event is not expected to have an adverse impact on adequate fire protection services.

16. The Event will not result in population that exceeds a level of service of one officer per 1,000 residents nor result in the average response time to emergency calls to exceed three minutes.

17. The Event is not expected to have a significant impact on school facilities and services to serve the population.

**E. BE IT FURTHER RESOLVED** that because of the facts and conclusions identified in this Resolution, the Event is categorically exempt as it establishes rules and procedures to permit operation of existing facilities; minor temporary use of land; ensure maintenance, restoration and protection of the environment; and regulate normal operations of facilities for public gatherings, and therefore categorically exempt from further CEQA review under California Code of Regulations Title 14 §§ 15301, 15304 (e) 15308, and 15323.

**F. BE IT FURTHER RESOLVED** the City Council independently reviewed and analyzed the Event for its potential impact on the environment and this Resolution accurately and completely reflects any such impacts.

**G. BE IT FURTHER RESOLVED** City's Deputy City Manager is authorized to file the Notice of Exemption with the Ventura County Clerk.

### **ARTICLE III - EVENT APPROVAL**

**A. BE IT FURTHER RESOLVED** that the City Council of the City of Port Hueneme hereby grants and approves this SUP 04-16 (“SUP”) as a “Temporary Use” by operation of PHMC § 10355(A)(2) to Triple Crown Sports (referred to as “Applicant”), subject to the following conditions:

1. That approval granted herein is given to Triple Crown Sports (“Applicant”) for the Temporary Use and location(s) as described in the attached notice, dated April 16, 2016; provided, further that the event is approved by the City Council, through public hearing, for July 27, 2016 and be limited to Hueneme Beach at the base of Hueneme Pier and Hueneme Beach Parking Lot “B.”
2. That Roland G. Rivera (970) 556-0782 is hereby deemed to be the authorized representative for the Applicant who shall be available at all times while the event is in progress. If in the opinion of the City the event poses a threat to the public health, safety or welfare, or violates any of the conditions herein or other City Municipal Codes, the City may give orders to said representative or his designee and return the site to its pre-event condition.
3. The Applicant shall take all reasonable measures to protect public and private property, which may result from activities of the Temporary Use and maintain the beach, the Parking Lot(s), and surrounding environs in a safe, neat and orderly fashion.
4. That Applicant shall not allow participants to climb, loiter, or play in or around the lifeguard towers.
5. That set-up shall begin at 12:00 p.m. and tear-down shall be completed by 9:00 p.m.; that the beach, parking lot “B” and surrounding environs shall be cleaned by the Applicant of trash and debris and returned to its pre-event condition no later than 9:00 p.m., Wednesday, July 27, 2016.
6. That the Applicant shall pay for one (1) city truck and one (1) city employee for a minimum of two (2) hours at \$50 per hour to provide setup assistance on the beach and the same cost shall apply if prior assistance is requested for tear down. The city truck shall be the only motorized vehicle permitted to drive or otherwise be located on the sand.
7. The A/V sound system provided by the Applicant shall be turned off and the fire pits shall be extinguished at 7:30 p.m., at which time event tear-down and clean-up shall commence.
8. That the Applicant shall provide all personnel and facilities deemed necessary by the City to stage the event and coordinate event planning through

appropriate City Departments. Every effort shall be made to resolve problems prior to the event with the City's Deputy City Manager. In providing necessary personnel and facilities to stage the event, the Applicant may be required to pay the hourly rate for one (1) public safety officer during the event at the sole option of the City's Chief of Police.

9. The Parking Lot driveway aisles shall not be obstructed by the Applicant in non-event areas and remain passable for the public and emergency vehicles.
10. That no discharge of any kind shall occur onto surrounding surfaces by the Applicant or participants.
11. Food trucks provided by the Applicant shall be limited to a total of four (4) trucks and shall be parked in Beach Parking Lot "B."
12. Port-O-Lets shall be provided by the Applicant and placed on a paved surface in Beach Parking Lot "B."
13. The tent provided by the Applicant shall be placed on the sand to the south of the base of the pier. The tent shall not impede the pier or emergency access.
14. That the Applicant shall delineate the edge of the event area through strategic placement of delineators.
15. Per PHMC 4010, the Applicant shall be permitted to have above-ground fire pits with Council approval. Fire pits shall be provided with the conditions that all fires shall be located a minimum of 15-feet from any structure, only seasoned fire wood shall be used in the pits to reduce smoke, and lighter fluid used to light the fires shall be removed after the fires are lit so that children are not tempted to play with the lighter fluid. The fire pit area shall be cordoned off to prevent public access and event staff and volunteers shall monitor fires at all times. After the event, ashes from the fire pits shall be completely extinguished and properly disposed in a fire proof container supplied by the Applicant. As part of the clean-up process, the Applicant shall haul away all extinguished ashes collected from the fire pits
16. That due to potential sensitive resources located east of Parking Lots "B" and "C," Temporary Use participants shall not traverse or otherwise use the dunes areas or vacant land at the back of the dunes abutting east of Parking Lot "B" or down coast in Ormond Beach.
17. That the Applicant and participants at the Triple Crown Beach Party event shall comply with all applicable State, Federal, and local rules and regulations,

government laws, and ordinances relating to the activity and all other ordinances and laws of the City, which among other things, prohibits disorderly conduct; point source noise outside of the Beach Park that exceeds the noise regulations set forth in the PHMC; undesignated vehicles on the beach or off the public right-of-way; public intoxication or consumption of alcoholic beverages, animals on the sandy beach; fires on the beach; and boisterous, threatening, or profane and indecent language.

18. Applicant and participants of the event hereby indemnifies and hold harmless the City, its officers, officials, employees and agents from and against all claims, suits, actions, arbitration proceedings, regulatory proceedings, administrative proceedings, damages, losses, costs and expenses of any kind, whether actual, alleged or threatened, actual attorney fees incurred by the City, court costs, interest, defense costs including expert witness fees, and any other costs or expenses arising out of the performance of the event described herein without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable the performance of this event caused in whole or in part by a negligent act or omission of Applicant, its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them is liable, except where caused by the active negligence, or willful misconduct of the City.

Indemnification insurance coverage will be provided by the Applicant as stipulated in the **“Special Conditions for Special Events-Insurance Requirements and Additional Insured”** and provided to the City prior to the event.

Applicant must pay all response costs incurred by City when responding to the special event with law enforcement, fire, and other public services (for example, and not limited to, public works or building safety) including, without limitation: (1) salaries and benefits of personnel for the amount of time spent responding to, remaining at, or otherwise addressing events and the administrative costs attributable to such response(s); (2) the cost of any medical treatment to or for any personnel injured responding to, remaining at or leaving the special event; and (3) the cost of repairing any City equipment or property damage, and the cost of the use of any such equipment, in responding to, remaining at or leaving the special event. Utilization of any public employee during any response to the special event is a public service over and above the services generally provided within the city's jurisdiction and, accordingly, constitutes a special public service that is not included with the permit fees charged for the special event.

All fees and charges levied for response costs are due and payable upon presentation.

All response costs constitute a valid debt to the City and against the Applicant.

If the Applicant does not appeal the response cost invoice to the city manager within 30 days after receiving the invoice, and if any amount remains unpaid after reasonable and practical attempts have been made by the City to obtain payment, the city manager, or designee, is authorized to take all legal and practicable collection efforts to recover the outstanding debt, together with any penalties, any related charges and fees accrued due to nonpayment.

19. That any person participating at the Temporary Use does so at his/her own risk without liability on the part of the City for injury, theft, or damage to persons or property resulting there from.
20. Fees are due and payable 30 days prior to the event in the amount of \$536.00 which includes the Special Use Permit fee of \$273 (by the Master Fee Schedule), postage for public notices, set up assistance of one employee, and additional refuse trash provided by city staff prior to the event is included.
21. That in addition to the permit fee and all/any other fees, that Applicant shall pre-pay 200 parking spaces at \$4.00 (half the daily rate) and all other fees with the application. Two weeks prior, the City will provide 200 one-day parking passes for the day of the event. It is the Applicant's responsibility to notify participants that daily parking passes are available for purchase at the nearest Parking machine located in Lot "A", Lot "B", Parking Lot "C" and along Surfside Drive. Compliance with parking regulations will be enforced.
22. That the Applicant, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the event and will faithfully observe all applicable laws. The judgment of any court of competent jurisdiction, or the admission of the Applicant in any action or proceeding against the Applicant, whether the City be party thereto or not, that the Applicant has violated any such ordinance or statute in the use of SUP Property will be conclusive of that fact as between City and Applicant.
23. That violation of any or all of the conditions of this SUP will be considered a violation of the PHMC and constitute grounds for revocation of said Permit.
24. That this SUP is effective for the Triple Crown Sports Beach Party for Wednesday, July 27, 2016. The City may cancel or modify this SUP including termination of the SUP permanently for any reason of the City. Prior to early termination or modification of the SUP, the City will provide a 30-calendar day written notice thereof to Triple Crown Sports.

**Effective**

**B. BE IT FURTHER RESOLVED** that pursuant to Public Resources Code § 30510, the City Council of the City of Port Hueneme hereby reiterates its intent to implement the Local Coastal Program and amendments thereto in a manner fully consistent with the California Coastal Act; and

**C. BE IT FURTHER RESOLVED** that the approvals granted herein shall not become effective until all rights of appeal have been exhausted including appeal within 10 days following the date of receipt by the Coastal Commission of the City's Notice of Final Action on this matter pursuant to PHMC § 10356(D).

**D. BE IT FURTHER RESOLVED** that the City Council authorizes the City Manager, or designee, to make technical corrections, in a form approved by the City Attorney, to maps, diagrams, tables, and other, similar, documents (collectively, "Maps") that may be required to reconcile this Resolution, the Event, and correct clerical errors and authorizes beach pay parking not to be in effect during the hours of operation covered by this SUP pursuant to Municipal Code § 3293.

**E. BE IT FURTHER RESOLVED** that each and all of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the SUP. The findings and determinations constitute the independent findings and determinations of the City Council of the City of Port Hueneme in all respects and are fully and completely supported by substantial evidence in the record as a whole.

**F. BE IT FURTHER RESOLVED** that the City Council's analysis and evaluation of the Event is based on the best information currently available. It is inevitable that in evaluating an event that absolute and perfect knowledge of all possible aspects of the prospective Event will not exist. One of the major limitations on analysis of the Event is the lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions.

**G. BE IT FURTHER RESOLVED** that all summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

**H. BE IT FINALLY RESOLVED** that the City's Deputy City Manager is hereby authorized to file all necessary documents with the California Coastal Commission and to provide such additional documents and information with appropriate governmental agencies as may be required to implement the Event.

**PASSED, APPROVED, AND ADOPTED** this 16<sup>th</sup> day of May, 2016.

---

**DOUGLAS A. BREEZE**  
**MAYOR**

**ATTEST:**

---

**MICHELE KOSTENUIK**  
**CITY CLERK**

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

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**MARK D. HENSLEY**  
**CITY ATTORNEY**

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**JOHN BAKER**  
**CITY MANAGER**

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

**MAY 2, 2016**

**MINUTES**

The Regular Meeting of the Port Hueneme City Council was called to order by Mayor Breeze at 6:31 p.m. in the City Council Chamber at City Hall, 250 North Ventura Road, Port Hueneme, California. After the flag salute, Mayor Breeze 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; Gabby Basua Housing Program Manager, Michele Kostenuik City Clerk.

**AGENDA:**

The Council Members had previously received copies of the Agenda.

Interim City Manager John Baker requested Item 5.C., presentation by Ventura County Animal Services, be pulled from the Agenda as they were unable to attend.

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

**PRESENTATIONS:**

- A. PROCLAMATION HONORING THE VALOR OF BRYANNA LEON FOR RESCUING A 7 YEAR OLD GIRL AT KIDDIE BEACH  
Action: Present proclamation.

Mayor Breeze made remarks and presented a proclamation to Bryann Leon. Port Hueneme High School Principal and Council Members commented on Ms. Leon's valor.

**8A**

B. THE PORT OF HUENEME

Action: Kristen Decas, CEO & Director will provide an update regarding The Port of Hueneme and Oxnard Harbor District.-

Kristen Decas, CEO and Director of the Port of Hueneme and Oxnard Harbor District spoke and presented information regarding the status of the Port. Council Members made comments and asked questions.

C. PRESENTATION AND APPROVAL OF A PERFORMANCE IMPROVEMENT AGREEMENT WITH THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA)

Action: Adopt Resolution No. 4136 accepting Joint Powers Insurance Authority (CJPIA) Performance Improvement Plan agreement with the City of Port Hueneme.

Jonathan Shull, CEO of the California Joint Powers Insurance Authority presented the Performance Improvement Plan for the City of Port Hueneme. Comments were made by Council Members.

The following persons requested to speak:

1. Steven Gama, Port Hueneme  
Commented about risk management issues and CJPIA.
2. Ellis Green, Port Hueneme  
Commented about risk management issues and CJPIA.
3. Richard Nick, Port Hueneme  
Made general comments regarding the City.

Council Member Schnopp, seconded by Mayor Pro Tem Sharkey, moved to approve the recommendation as presented. The motion carried 5-0 by the following roll call vote.

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

NOES: None.

ABSTAINING: None.

ABSENT: None.

D. VENTURA COUNTY ANIMAL SERVICES

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

(Item was removed from the Agenda, VCAS present at a following meeting.)

**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. Martin Jones, Port Hueneme  
Commented on waste water plant issues.
2. Casey Graham, Port Hueneme  
Requested Council to support National Beach Safety Week by proclamation.
3. Steven Gama, Port Hueneme  
Commented in support of the lifeguard program.
4. Isabel DeMula, Port Hueneme  
Commented about volunteering for the County of Ventura Grand Jury.
5. Tracy Sisson Phillips, CEO Hueneme Chamber of Commerce  
Announced upcoming events in the community.
6. Norm Plott, Division Fire Chief of Ventura County Protection Fire District  
Commented on water rescue that occurred at Hueneme Beach on May 1, 2016.

**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).

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

**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.4137

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. 4138

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. 4139

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

Deputy City Attorney, Karl Berger introduced the item and the Public Works Director, Chris Theisen gave an overview and stated the public hearing is to be set for June 6, 2016. Discussion ensued among Council and staff.

Council Member Hensley, seconded by Mayor Pro Tem Sharkey, moved to approve the staff recommendation as presented. The motion carried 5-0 by the following roll call vote.

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

NOES: None.

ABSTAINING: None.

ABSENT: None.

#### **CITY MANAGER REPORTS/COMMENTS:**

A. CAMPAIGNING OVERVIEW

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

Deputy City Attorney, Karl Berger summarized the report regarding campaigning during Council meetings.

Mayor Pro Tem Sharkey seconded by Council Member Schnopp, moved to receive and file report as presented. The motion carried 5-0.

**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.

The Interim City Manager, John Baker presented and requested input on the most recent updated draft City Manager recruitment brochure produced by Avery Associates. Discussion ensued among Council.

Council Member Figg seconded by Council Member Hensley moved to authorize and submit brochure to the recruiter. The motion carried 5-0.

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

Council Member Schnopp made comments about the Amgen Bike Tour that will be coming through the City this month.

Council Member Hensley commented on recent events he has attended on behalf of the City.

Mayor Pro Tem Sharkey commented on various events in the community.

Mayor Breeze commented on Ventura County Transportation Commission, half cent sales tax, and the new president of the Friends of the Port Hueneme Library.

**CONTINUATION OF OPEN FORUM:**

The following person requested to speak:

1. Ellis Green, Port Hueneme  
Commended on positive work of the Director of Public Works, Chris Theisen.

**CLOSED SESSION:** None.

**ADJOURNMENT:**

Mayor Breeze, without objection, adjourned the meeting at 8:52 p.m. to the next Regular Meeting to be held May 16, 2016 at 6:30 p.m. in the City Council Chamber (Closed Session at 6:00 p.m.).

Respectfully submitted,

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Michele Kostenuik

City Clerk

APPROVED:

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MAYOR BREEZE

05/02/2016



**CITY OF PORT HUENEME**  
**CASH DISBURSEMENTS**  
*For the period April 23, 2016 through May 6, 2016*

May 16, 2016

Presented are the cash disbursements issued by the Finance Dept. for the period April 23, 2016 through May 6, 2016. Shown are cash disbursements by date of occurrence and type of payment.

<b>Date</b>	<b>Type of Payment</b>	<b>Attachment</b>	<b>Amount</b>
<b>April 25, 2016</b>	Payroll Distribution	A	\$684.94
<b>April 29, 2016</b>	Payroll Distribution	B	\$226,684.81
<b>April 29, 2016</b>	Payroll Distribution	C	\$17,533.34
<b>April 29, 2016</b>	EFT Transaction 5273 A/P Checks 107024-107060	D	\$98,544.90
<b>April 30, 2016</b>	EFT Transactions 5274-5285	E	\$417,153.70
<b>May 5, 2016</b>	A/P Checks 107061-107162	F	\$164,534.33
<b>Total</b>			<b>\$925,136.02</b>

8B

CITY OF PORT HUENEME  
PAYROLL CASH DISBURSEMENT FOR  
MANUAL CHECK  
APRIL 25, 2016

ATTACHMENT A

**SALARY DISTRIBUTIONS**

PAYROLL DIRECT DEPOSIT TOTALS:

PAYROLL CHECK REGISTER:

-  
684.94

**684.94**

**TOTAL DISBURSEMENT:**

684.94

CITY OF PORT HUENEME  
PAYROLL CASH DISBURSEMENT FOR

ATTACHMENT B

APRIL 29, 2016

SALARY DISTRIBUTIONS

PAYROLL DIRECT DEPOSIT TOTALS:	216,466.93	
PAYROLL CHECK REGISTER:	<u>10,217.88</u>	226,684.81
TOTAL DISBURSEMENT:	<u>226,684.81</u>	

CITY OF PORT HUENEME  
PAYROLL CASH DISBURSEMENT FOR  
MANUAL CHECKS  
APRIL 29, 2016

ATTACHMENT C

SALARY DISTRIBUTIONS

PAYROLL DIRECT DEPOSIT TOTALS:

PAYROLL CHECK REGISTER:

17,533.34

17,533.34

TOTAL DISBURSEMENT:

17,533.34

## Transactions for 4/29/2016

Date: 5/9/2016

Vendor Name	Description	Check Date	Number	Amount
PORT HUENEME POLICE OFCR ASSN	PAYROLL SUMMARY	4/29/2016	5273	1,578.84
AMERICAN FUNDS SERVICE COMPANY	PAYROLL SUMMARY	4/29/2016	107024	30.00
ANACAPA VIEW HOA	209 S VENTURA RD #26	4/29/2016	107025	429.00
MISC AP VENDOR	FINAL BILL REFUND	4/29/2016	107026	22.63
BCP SYSTEMS, INC	LABOR BILL ACCEPTOR RPR	4/29/2016	107027	217.44
BCP SYSTEMS, INC	LABOR BILL ACCEPTOR RPRS	4/29/2016	107027	217.39
CANON FINANCIAL SERVICES, INC	001-0668326-007 FAX BOARD	4/29/2016	107028	10.00
CANON FINANCIAL SERVICES, INC	001-0668326-002 COPIER	4/29/2016	107028	216.00
CANON FINANCIAL SERVICES, INC	001-0668326-005 COPIER	4/29/2016	107028	137.17
CED	STUDIO 5000 LOGIX LEVEL 3	4/29/2016	107029	2,130.00
CITY OF OXNARD	234633-252984 UTIL BILL	4/29/2016	107030	109.32
CITY OF OXNARD-TREASURER	MAR'16 SERVICES	4/29/2016	107031	70,104.44
CJ LAKE, LLC	FEB'16 SERVICES	4/29/2016	107032	3,000.00
CJ LAKE, LLC	NOV'15 SERVICES	4/29/2016	107032	3,000.00
CJ LAKE, LLC	DEC'15 SERVICES	4/29/2016	107032	3,000.00
MISC AP VENDOR	FINAL BILL REFUND	4/29/2016	107033	34.90
MISC AP VENDOR	FINAL BILL REFUND	4/29/2016	107034	51.76
MISC AP VENDOR	FINAL BILL REFUND	4/29/2016	107035	345.33
FRONTIER COMMUNICATIONS	805-488-2633-040689-5 UB	4/29/2016	107036	58.09
FRONTIER COMMUNICATIONS	310-163-3759-102114-5 UB	4/29/2016	107036	64.99
FRONTIER COMMUNICATIONS	209-151-1418-081081-5 UB	4/29/2016	107036	46.19
MISC AP VENDOR	FINAL BILL REFUND	4/29/2016	107037	31.76
MISC AP VENDOR	FINAL BILL REFUND	4/29/2016	107038	7.36
MISC AP VENDOR	FINAL BILL REFUND	4/29/2016	107039	107.23
MISC AP VENDOR	FINAL BILL REFUND	4/29/2016	107040	348.32
MISC AP VENDOR	FINAL BILL REFUND	4/29/2016	107041	16.07
OCEANVIEW PONY BASEBALL	SECURITY DEPOSIT REFUND	4/29/2016	107042	250.00
PACIFIC TELEMAGEMENT SERVICES	MAR'16 SERVICE	4/29/2016	107043	59.26
MISC AP VENDOR	FINAL BILL REFUND	4/29/2016	107044	315.56
ROMAN, AURELIA	SECURITY DEPOSIT REFUND	4/29/2016	107045	500.00
MISC AP VENDOR	MANUAL CHECK	4/29/2016	107046	51.77
SEASIDE GIRLS SOFTBALL LEAGUE	SECURITY DEPOSIT REFUND	4/29/2016	107047	250.00
SEIU, LOCAL 721	PAYROLL SUMMARY	4/29/2016	107048	3.50
SEIU, LOCAL 721	PAYROLL SUMMARY	4/29/2016	107048	792.25
SOUTHERN CALIFORNIA EDISON	2-02-425-3254 UTIL BILL	4/29/2016	107049	2,952.45
SOUTHERN CALIFORNIA EDISON	2-19-801-9929 UTIL BILL	4/29/2016	107049	187.68
SOUTHERN CALIFORNIA EDISON	2-12-871-6974 UTIL BILL	4/29/2016	107049	21.96
SOUTHERN CALIFORNIA EDISON	2-31-780-7485 UTIL BILL	4/29/2016	107049	41.59
SOUTHERN CALIFORNIA EDISON	2-02-419-4953 UTIL BILL	4/29/2016	107049	216.19
SOUTHERN CALIFORNIA EDISON	2-02-419-2262 UTIL BILL	4/29/2016	107049	91.46
SOUTHERN CALIFORNIA EDISON	2-34-878-8340 UTIL BILL	4/29/2016	107049	42.41
SOUTHERN CALIFORNIA EDISON	2-02-425-5572 UTIL BILL	4/29/2016	107049	310.99
SOUTHERN CALIFORNIA EDISON	2-02-419-2213 UTIL BILL	4/29/2016	107049	280.43

## Transactions for 4/29/2016

Date: 5/9/2016

Vendor Name	Description	Check Date	Number	Amount
SOUTHERN CALIFORNIA EDISON	2-02-425-5572 UTIL BILL	4/29/2016	107049	311.00
SOUTHERN CALIFORNIA EDISON	2-02-419-2502 UTIL BILL	4/29/2016	107049	675.43
SOUTHERN CALIFORNIA EDISON	2-02-425-5572 UTIL BILL	4/29/2016	107049	311.00
SOUTHERN CALIFORNIA EDISON	2-28-337-2373 UTIL BILL	4/29/2016	107049	33.68
SOUTHERN CALIFORNIA EDISON	2-31-594-0650 UTIL BILL	4/29/2016	107050	62.57
SOUTHERN CALIFORNIA GAS CO	097 514 7000 7 UTIL BILL	4/29/2016	107051	85.99
SOUTHERN CALIFORNIA GAS CO	158 514 2000 8 UTIL BILL	4/29/2016	107051	7.25
SOUTHERN CALIFORNIA GAS CO	160 614 2000 2 UTIL BILL	4/29/2016	107051	5.67
SOUTHERN CALIFORNIA GAS CO	158 514 2000 8 UTIL BILL	4/29/2016	107051	7.25
SOUTHERN CALIFORNIA GAS CO	160 614 2000 2 UTIL BILL	4/29/2016	107051	5.67
SOUTHERN CALIFORNIA GAS CO	158 514 2000 8 UTIL BILL	4/29/2016	107051	7.24
SOUTHERN CALIFORNIA GAS CO	160 614 2000 2 UTIL BILL	4/29/2016	107051	5.68
SOUTHERN CALIFORNIA GAS CO	049 314 1988 2 UTIL BILL	4/29/2016	107051	15.14
SOUTHERN CALIFORNIA GAS CO	198 414 1822 1 UTIL BILL	4/29/2016	107051	17.91
SOUTHERN CALIFORNIA GAS CO	158 414 8348 8 UTIL BILL	4/29/2016	107051	50.30
SPRINT	363299424 UTIL BILL	4/29/2016	107052	61.06
STAPLES CREDIT PLAN	OFFICE SUPPLIES	4/29/2016	107053	9.06
STAPLES CREDIT PLAN	OFFICE SUPPLIES	4/29/2016	107053	17.56
STAPLES CREDIT PLAN	OFFICE SUPPLIES	4/29/2016	107053	17.56
STAPLES CREDIT PLAN	OFFICE SUPPLIES	4/29/2016	107053	17.55
THE HIDEAWAY AT BEACH HOUSE	303 HARBOR BREEZE DR	4/29/2016	107054	289.00
THE HIDEAWAY AT BEACH HOUSE	304 HARBOR BREEZE DR	4/29/2016	107054	289.00
THE HIDEAWAY AT BEACH HOUSE	322 HARBOR BREEZE DR	4/29/2016	107054	289.00
THE HIDEAWAY AT BEACH HOUSE	323 HARBOR BREEZE DR	4/29/2016	107054	289.00
THE HIDEAWAY AT BEACH HOUSE	775 OCEAN BREEZE DR	4/29/2016	107054	289.00
THE HIDEAWAY AT BEACH HOUSE	776 OCEAN BREEZE DR	4/29/2016	107054	289.00
THE HIDEAWAY AT BEACH HOUSE	802 MORNING MIST LN	4/29/2016	107054	289.00
THE HIDEAWAY AT BEACH HOUSE	803 MORNING MIST LN	4/29/2016	107054	289.00
THE HIDEAWAY AT BEACH HOUSE	332 HARBOR BREEZE DR	4/29/2016	107054	289.00
TRIAD INVESTIGATIVE SERVICES	BACKGROUND INVESTIGATION	4/29/2016	107055	345.00
TRIAD INVESTIGATIVE SERVICES	BACKGROUND INVESTIGATION	4/29/2016	107055	232.50
TYCO INTEGRATED SECURITY LLC	5/1/16-7/31/16 SERVICES	4/29/2016	107056	379.25
TYCO INTEGRATED SECURITY LLC	5/1/16-7/31/16 SERVICES	4/29/2016	107056	379.25
TYCO INTEGRATED SECURITY LLC	5/1/16-7/31/16 SERVICES	4/29/2016	107056	379.24
UNITED WAY OF VENTURA COUNTY	PAYROLL SUMMARY	4/29/2016	107057	87.00
VANTAGEPOINT TRSF-301495	PAYROLL SUMMARY	4/29/2016	107058	720.00
VERIZON WIRELESS	971818098-00001 UTIL BILL	4/29/2016	107059	2.20
MISC AP VENDOR	FINAL BILL REFUND	4/29/2016	107060	13.16
				<b>\$98,544.90</b>

## Transactions for 4/30/2016

Date: 5/9/2016

Vendor Name	Description	Check Date	Number	Amount
AFLAC	MAR'16 AFLAC PREMIUMS	4/30/2016	5274	1,724.23
BURNS RETIREE MEDICAL	APR'16 REIMBURSEMENT	4/30/2016	5275	859.48
CALPERS CONTRIBUTIONS	MAR'16 COUNCIL	4/30/2016	5276	387.09
CALPERS CONTRIBUTIONS	MAR'16 COUNCIL	4/30/2016	5276	93.82
CALPERS CONTRIBUTIONS	4/1/16 PERS	4/30/2016	5276	30,016.58
CALPERS CONTRIBUTIONS	4/1/16 PERS	4/30/2016	5276	24,791.72
CALPERS CONTRIBUTIONS	4/1/16 PERS	4/30/2016	5276	624.71
CALPERS CONTRIBUTIONS	4/1/16 PERS	4/30/2016	5276	1,895.22
CALPERS CONTRIBUTIONS	4/15/16 PERS	4/30/2016	5276	29,907.02
CALPERS CONTRIBUTIONS	4/15/16 PERS	4/30/2016	5276	24,928.97
CALPERS CONTRIBUTIONS	4/15/16 PERS	4/30/2016	5276	624.71
CALPERS CONTRIBUTIONS	4/15/16 PERS	4/30/2016	5276	1,821.61
CALPERS HEALTH INSURANCE	APR16 HEALTH PREMIUMS	4/30/2016	5277	3,500.00
CALPERS HEALTH INSURANCE	APR16 HEALTH PREMIUMS	4/30/2016	5277	349.57
CALPERS HEALTH INSURANCE	APR16 HEALTH PREMIUMS	4/30/2016	5277	86,826.44
CALPERS 457	4/15/16 PERS 457	4/30/2016	5278	3,265.79
CALPERS 457	4/1/16 PERS 457	4/30/2016	5278	3,231.66
EDD EFT	4/1/16 STATE PR TAX	4/30/2016	5279	11,738.59
EDD EFT	4/15/16 STATE PR TAX	4/30/2016	5279	11,488.68
EDD EFT	4/25/16 STATE PR TX	4/30/2016	5279	1.34
EFTPS	4/1/16 SS MC PR TAX	4/30/2016	5280	47,212.76
EFTPS	4/4/16 SS MC PR TAX	4/30/2016	5280	80.12
EFTPS	4/15/16 SS MC PR TAX	4/30/2016	5280	48,514.40
EFTPS	4/25/16 SS MC PR TX	4/30/2016	5280	120.40
EFTPS	4/1/16 FEDERAL PR TAX	4/30/2016	5280	36,656.88
EFTPS	4/15/16 FEDERAL PR TAX	4/30/2016	5280	36,070.59
EFTPS	4/25/16 FEDERAL PR TX	4/30/2016	5280	40.50
GAGER RETIREE MEDICAL	APR'16 REIMBURSEMENT	4/30/2016	5281	543.00
HART RETIREE MEDICAL	APR'16 REIMBURSEMENT	4/30/2016	5282	543.00
ISNER RETIREE MEDICAL	DEC'15-MAR'16 REIMB	4/30/2016	5283	474.28
STATE BOARD OF EQUALIZATION EFT	JAN-MAR'16 SALES TAX	4/30/2016	5284	825.69
STATE BOARD OF EQUALIZATION EFT	JAN-MAR'16 SALES TAX	4/30/2016	5284	15.81
STATE BOARD OF EQUALIZATION EFT	JAN-MAR'16 SALES TAX	4/30/2016	5284	62.30
STATE BOARD OF EQUALIZATION EFT	JAN-MAR'16 SALES TAX	4/30/2016	5284	19.20
WELLS ONE	SALES TAX	4/30/2016	5285	-27.28
WELLS ONE	SALES TAX	4/30/2016	5285	-20.16
WELLS ONE	SALES TAX	4/30/2016	5285	-3.40
WELLS ONE	SALES TAX	4/30/2016	5285	-0.39
WELLS ONE	SALES TAX	4/30/2016	5285	-0.32
WELLS ONE	EB VENTURA COUNTY MGMT	4/30/2016	5285	30.00
WELLS ONE	AMECI PIZZA	4/30/2016	5285	85.00
WELLS ONE	PAYPAL	4/30/2016	5285	150.00
WELLS ONE	TOPPERS PIZZA	4/30/2016	5285	74.77

## Transactions for 4/30/2016

Date: 5/9/2016

Vendor Name	Description	Check Date	Number	Amount
WELLS ONE	AMECI PIZZA	4/30/2016	5285	46.18
WELLS ONE	JOHNSTON SUPPLY	4/30/2016	5285	29.33
WELLS ONE	FRY'S	4/30/2016	5285	53.99
WELLS ONE	ZORO TOOLS	4/30/2016	5285	280.46
WELLS ONE	GOTOMYPC	4/30/2016	5285	102.56
WELLS ONE	LOWE'S	4/30/2016	5285	38.84
WELLS ONE	LOPEZ JR/CHAVEZ MEAL	4/30/2016	5285	44.30
WELLS ONE	LOPEZ JR/CHAVEZ MEAL	4/30/2016	5285	42.78
WELLS ONE	LOPEZ JR/CHAVEZ HOTEL	4/30/2016	5285	247.00
WELLS ONE	LOPEZ JR/CHAVEZ HOTEL	4/30/2016	5285	201.60
WELLS ONE	LOPEZ JR/CHAVEZ MEAL	4/30/2016	5285	42.78
WELLS ONE	LOPEZ JR/CHAVEZ MEAL	4/30/2016	5285	26.44
WELLS ONE	ORTEGA HOTEL	4/30/2016	5285	658.20
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	15.74
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	16.78
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	10.90
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	10.79
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	9.44
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	22.67
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	7.29
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	13.99
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	9.05
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	7.01
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	14.98
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	24.79
WELLS ONE	ORTEGA HOTEL	4/30/2016	5285	658.20
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	11.45
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	6.26
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	23.96
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	11.43
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	1.69
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	16.78
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	7.40
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	21.36
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	11.43
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	16.09
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	7.64
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	11.09
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	7.01
WELLS ONE	ORTEGA HOTEL	4/30/2016	5285	658.20
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	11.09
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	5.38
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	9.29

## Transactions for 4/30/2016

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Vendor Name	Description	Check Date	Number	Amount
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	21.54
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	11.50
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	11.06
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	8.86
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	6.17
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	9.81
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	7.83
WELLS ONE	ORTEGA MEAL	4/30/2016	5285	9.49
WELLS ONE	PRINTER INK CREDIT	4/30/2016	5285	-101.90
WELLS ONE	BNI BUILDING NEWS	4/30/2016	5285	90.43
WELLS ONE	ACCRUE SALES TAX	4/30/2016	5285	0.39
WELLS ONE	RECREATION SUPPLY	4/30/2016	5285	252.00
WELLS ONE	ACCRUE SALES TAX	4/30/2016	5285	20.16
WELLS ONE	SMART&FINAL	4/30/2016	5285	167.03
WELLS ONE	DOLLAR TREE	4/30/2016	5285	6.48
WELLS ONE	SETON	4/30/2016	5285	341.00
WELLS ONE	ACCRUE SALES TAX	4/30/2016	5285	27.28
WELLS ONE	JENSEN HOTEL	4/30/2016	5285	299.04
WELLS ONE	JENSEN PARKING	4/30/2016	5285	10.00
WELLS ONE	JENSEN MEAL	4/30/2016	5285	17.28
WELLS ONE	JENSEN MEAL	4/30/2016	5285	15.05
WELLS ONE	JENSEN MEAL	4/30/2016	5285	22.88
WELLS ONE	JENSEN PARKING	4/30/2016	5285	8.00
WELLS ONE	JENSEN PARKING	4/30/2016	5285	24.00
WELLS ONE	CREDIT ZORO	4/30/2016	5285	-49.38
WELLS ONE	AMAZON	4/30/2016	5285	64.00
WELLS ONE	ACCRUE SALES TAX	4/30/2016	5285	3.40
WELLS ONE	AMAZON	4/30/2016	5285	56.14
WELLS ONE	OFFICYSUPPLY.COM	4/30/2016	5285	45.96
WELLS ONE	PESTICIDE APPLICATORS	4/30/2016	5285	80.00
WELLS ONE	CAPCAED	4/30/2016	5285	70.00
WELLS ONE	WCT PRODUCTS	4/30/2016	5285	128.81
WELLS ONE	PAYPAL	4/30/2016	5285	652.50
WELLS ONE	PAYPAL	4/30/2016	5285	282.75
WELLS ONE	APWA	4/30/2016	5285	30.00
WELLS ONE	DESIGNJET STORE	4/30/2016	5285	40.04
WELLS ONE	BNI BUILDING NEWS	4/30/2016	5285	76.50
WELLS ONE	ACCRUE SALES TAX	4/30/2016	5285	0.32
WELLS ONE	SALES TAX	4/30/2016	5285	-5.61
WELLS ONE	SALES TAX	4/30/2016	5285	-0.26
WELLS ONE	SALES TAX	4/30/2016	5285	-0.60
WELLS ONE	DESIGNJET STORE	4/30/2016	5285	40.04
WELLS ONE	AMAZON CREDIT	4/30/2016	5285	-53.34

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Vendor Name	Description	Check Date	Number	Amount
WELLS ONE	AMAZON	4/30/2016	5285	53.34
WELLS ONE	AMAZON	4/30/2016	5285	52.88
WELLS ONE	AMAZON	4/30/2016	5285	7.50
WELLS ONE	ACCRUE SALES TAX	4/30/2016	5285	0.60
WELLS ONE	AMAZON	4/30/2016	5285	70.14
WELLS ONE	ACCRUE SALES TAX	4/30/2016	5285	5.61
WELLS ONE	FRY'S	4/30/2016	5285	183.59
WELLS ONE	AMAZON	4/30/2016	5285	54.84
WELLS ONE	QUANTUM AUTOMATION	4/30/2016	5285	172.40
WELLS ONE	FRY'S	4/30/2016	5285	67.38
WELLS ONE	OFFICE OF WATER PROGRAMS	4/30/2016	5285	234.30
WELLS ONE	BNI BUILDING NEWS	4/30/2016	5285	62.59
WELLS ONE	ACCRUE SALES TAX	4/30/2016	5285	0.26
WELLS ONE	RAPIDGATE	4/30/2016	5285	179.00
WELLS ONE	DESIGNJET STORE	4/30/2016	5285	40.03
WELLS ONE	AMAZON	4/30/2016	5285	52.56
WELLS ONE	SALES TAX	4/30/2016	5285	-3.35
WELLS ONE	EREPLACEMENTPARTS	4/30/2016	5285	49.35
WELLS ONE	ACCRUE SALES TAX	4/30/2016	5285	3.35
WELLS ONE	SMART&FINAL	4/30/2016	5285	102.66
				<b><u>\$417,153.70</u></b>

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Vendor Name	Description	Check Date	Number	Amount
ADS, LLC	APR'16 SERVICE	5/5/2016	107061	1,368.00
ALEXANDER'S CONTRACT SERVICES, INC	4/13/16-4/14/16 READS	5/5/2016	107062	3,469.40
ALL CITY MANAGEMENT SERVICES, INC	3/27/16-4/9/16 SERVICE	5/5/2016	107063	1,668.00
ALL CITY MANAGEMENT SERVICES, INC	4/10/16-4/23/16 SERVICE	5/5/2016	107063	1,668.00
ALTEC INDUSTRIES INC	LANDSCAPE SUPPLIES	5/5/2016	107064	63.69
AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP DUES	5/5/2016	107065	3,607.00
ARCMATE MANUFACTURING CORPORATION	LANDSCAPE SUPPLIES	5/5/2016	107066	217.94
ARVISO, DAWN	POLYGRAPH EXAM	5/5/2016	107067	350.00
ASSOCIATION OF WATER AGENCIES	3/23/16 CCWUC LUNCHEON	5/5/2016	107068	210.00
ASSOCIATION OF WATER AGENCIES	3/23/16 CCWUC LUNCHEON	5/5/2016	107068	35.00
ASSURANT EMPLOYEE BENEFITS	MAY'16 PREMIUMS	5/5/2016	107069	990.09
ASWELL TROPHY	ENGRAVED PLATE	5/5/2016	107070	19.44
AVERY ASSOCIATES	SERVICES THRU 3/30/16	5/5/2016	107071	1,673.31
BAY ALARM	5/1/16-8/1/16 SERVICE	5/5/2016	107072	681.00
BAY ALARM	5/1/16-8/1/16 SERVICE	5/5/2016	107072	463.50
BAY ALARM	5/1/16-8/1/16 SERVICE	5/5/2016	107072	180.00
BERGIN'S AUTOMOTIVE INC	AUTOMOTIVE REPAIRS	5/5/2016	107073	683.53
BETSON COIN-OP DISTRIBUTING COMPANY	PARKING MACHINE MTNCE	5/5/2016	107074	135.64
BETSON COIN-OP DISTRIBUTING COMPANY	PARKING MACHINE MTNCE	5/5/2016	107074	42.82
BETSON COIN-OP DISTRIBUTING COMPANY	PARKING MACHINE MTNCE	5/5/2016	107074	37.95
BIO ACOUSTICAL CORPORATION	HEARING TESTS	5/5/2016	107075	1,196.00
BLUE SHIELD OF CALIFORNIA	MAY'16 PREMIUMS	5/5/2016	107076	1,387.60
BSN CONSTRUCTION	LEAK RPR 444 LAS PALOMAS	5/5/2016	107077	5,370.00
CALIFORNIA CODE CHECK, INC.	ON-SITE BUILDING OFFICIAL	5/5/2016	107078	3,120.00
CALIFORNIA WOOD RECYCLING	MARCH 16-31, 2016 SERVICE	5/5/2016	107079	1,839.41
CANON FINANCIAL SERVICES, INC	001-0668326-004 COPIER	5/5/2016	107080	149.05
CANON FINANCIAL SERVICES, INC	001-0668326-006 FAX BOARD	5/5/2016	107080	10.00
CANON FINANCIAL SERVICES, INC	001-0668326-001 COPIER	5/5/2016	107080	247.32
CANON FINANCIAL SERVICES, INC	001-0668326-003 COPIER	5/5/2016	107080	72.00
CANON FINANCIAL SERVICES, INC	001-0668326-003 COPIER	5/5/2016	107080	72.00
CANON FINANCIAL SERVICES, INC	001-0668326-003 COPIER	5/5/2016	107080	72.00
CAPCO ANALYTICAL SERVICES, INC	MAR'16 SERVICES	5/5/2016	107081	1,836.00
CAPCO ANALYTICAL SERVICES, INC	MAR'16 SERVICES	5/5/2016	107081	900.00
CHANNEL ISLANDS DO IT BEST	FM SUPPLIES	5/5/2016	107082	9.71
CHANNEL ISLANDS DO IT BEST	FM SUPPLIES	5/5/2016	107082	14.35
CHANNEL ISLANDS DO IT BEST	FM SUPPLIES	5/5/2016	107082	12.41
CHANNEL ISLANDS DO IT BEST	STREETS SUPPLIES	5/5/2016	107082	12.96
CHANNEL ISLANDS DO IT BEST	PEST CONTROL	5/5/2016	107082	46.64
CHAPIN'S	CONCRETE	5/5/2016	107083	121.45
CINTAS CORPORATION	APR'16 SERVICE	5/5/2016	107084	67.74
CLEAN HARBORS ENV. SERVICES	MARCH 11 & 12, 2016	5/5/2016	107085	297.60
CLEANTECH ENVIRONMENTAL	USED MOTOR OIL DISPOSAL	5/5/2016	107086	135.00
CLEANTECH ENVIRONMENTAL	FLEET SUPPLIES	5/5/2016	107086	135.00

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Vendor Name	Description	Check Date	Number	Amount
CONSOLIDATED ELECTRICAL DIST INC	FM SUPPLIES	5/5/2016	107087	125.10
COPQUEST INCORPORATED	PD SUPPLIES	5/5/2016	107088	160.00
COPQUEST INCORPORATED	PD SUPPLIES	5/5/2016	107088	160.00
COPQUEST INCORPORATED	PD SUPPLIES	5/5/2016	107088	160.00
CORNWALL SECURITY SERVICES, INC	MARTINEZ PARTY	5/5/2016	107089	1,008.00
CORNWALL SECURITY SERVICES, INC	ROMAN PARTY	5/5/2016	107089	576.00
CORNWALL SECURITY SERVICES, INC	GASPAR PARTY	5/5/2016	107089	720.00
COUNTY OF VENTURA IT SVCS DEPT	APR'16 SERVICE	5/5/2016	107090	662.97
COUNTY OF VENTURA IT SVCS DEPT	APR'16 SERVICE	5/5/2016	107090	19.50
DATAPROSE, INC	MAR'16 SERVICE	5/5/2016	107091	541.31
DATAPROSE, INC	MAR'16 SERVICE	5/5/2016	107091	503.93
DATAPROSE, INC	MAR'16 SERVICE	5/5/2016	107091	503.93
DELL MARKETING LP	COMPUTER SYSTEM	5/5/2016	107092	824.08
DISPENSING TECHNOLOGY CORPORATION	STREETS SUPPLIES	5/5/2016	107093	73.33
DISPENSING TECHNOLOGY CORPORATION	STREETS SUPPLIES	5/5/2016	107093	118.80
DISPENSING TECHNOLOGY CORPORATION	STREETS SUPPLIES	5/5/2016	107093	185.34
DOCUPRODUCTS CORPORATION	1/10/16-4/9/16 OVERAGE	5/5/2016	107094	228.79
EMPLOYMENT DEVELOPMENT DEPT	944-0281-5	5/5/2016	107095	5,779.00
EMPLOYMENT DEVELOPMENT DEPT	944-0281-5	5/5/2016	107095	2,781.00
EMPLOYMENT DEVELOPMENT DEPT	944-0281-5	5/5/2016	107095	1,350.00
F. MORTON PITT COMPANY	UNIFORM N STARNA	5/5/2016	107096	140.92
FIRST SERVE TENNIS COURTS	STRIPE PICKLEBALL COURTS	5/5/2016	107097	1,200.00
FORD OF VENTURA - BODY SHOP	AUTOMOTIVE REPAIRS 6131	5/5/2016	107098	4,722.20
FRONTIER COMMUNICATIONS	209-105-5253-112499-5 UB	5/5/2016	107099	115.29
FRONTIER COMMUNICATIONS	209-063-8462-070302-5 UB	5/5/2016	107099	118.75
FRONTIER COMMUNICATIONS	805-488-2884-040888-5 UB	5/5/2016	107099	105.43
FRONTIER COMMUNICATIONS	805-488-3611-010168-5 UB	5/5/2016	107099	118.58
FRONTIER COMMUNICATIONS	805-486-9195-020305-5 UB	5/5/2016	107099	108.12
FRONTIER COMMUNICATIONS	805-271-9955-121397-5 UB	5/5/2016	107099	50.36
FRONTIER COMMUNICATIONS	209-118-7935-072403-5 UB	5/5/2016	107099	602.24
FRONTIER COMMUNICATIONS	805-986-9877-052600-5 UB	5/5/2016	107099	50.36
FRONTIER COMMUNICATIONS	805-488-0585-020309-5 UB	5/5/2016	107099	54.25
FRONTIER COMMUNICATIONS	209-188-1321-052200-5 UB	5/5/2016	107099	932.54
FRONTIER COMMUNICATIONS	805-271-0227-062700-5 UB	5/5/2016	107099	50.36
FRONTIER COMMUNICATIONS	209-067-3378-072808-5 UB	5/5/2016	107099	595.74
FRONTIER COMMUNICATIONS	209-150-4426-011398-5 UB	5/5/2016	107099	118.75
FRONTIER COMMUNICATIONS	209-151-1420-122089-5 UB	5/5/2016	107099	46.19
FRONTIER COMMUNICATIONS	209-151-1414-121576-5 UB	5/5/2016	107099	94.50
FRONTIER COMMUNICATIONS	209-151-1419-122089-5 UB	5/5/2016	107099	46.19
GRAINGER INC	PAINT BRUSHES	5/5/2016	107100	20.74
H&H AUTO PARTS WHOLESALE	FLEET SUPPLIES	5/5/2016	107101	18.40
H&H AUTO PARTS WHOLESALE	FLEET SUPPLIES	5/5/2016	107101	9.98
H&H AUTO PARTS WHOLESALE	FLEET SUPPLIES	5/5/2016	107101	16.20

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Vendor Name	Description	Check Date	Number	Amount
HARBOR FREIGHT TOOLS	FM SUPPLIES	5/5/2016	107102	70.87
HAYNES SALES	PRESSURE WASHER	5/5/2016	107103	3,244.63
HD SUPPLY FACILITIES MAINTENANCE	FM SUPPLIES	5/5/2016	107104	101.00
HENSLEY, MARK	APR'16 SERVICES	5/5/2016	107105	15,228.00
HOUSE SANITARY SUPPLY INC	LANDSCAPE SUPPLIES	5/5/2016	107106	223.73
HOUSE SANITARY SUPPLY INC	REFUSE SUPPLIES	5/5/2016	107106	893.99
HUB INTERNATIONAL	APR'16 LIABILITY INS	5/5/2016	107107	803.18
INDEPENDENT STATIONERS, INC	OFFICE SUPPLIES	5/5/2016	107108	525.27
KIMBALL MIDWEST	AUTOMOTIVE PARTS	5/5/2016	107109	964.36
KOSTENUIK, MICHELE	MILEAGE REIMBURSEMENT	5/5/2016	107110	17.25
LA POLICE GEAR, INC	PD SUPPLIES	5/5/2016	107111	160.00
LA POLICE GEAR, INC	PD SUPPLIES	5/5/2016	107111	160.00
LEGALSHIELD	ALIX	5/5/2016	107112	25.90
LEVEL 4 SERVICES, INC.	APR'16 SERVICE	5/5/2016	107113	43.90
LINCOLN NATIONAL LIFE INSURANCE CO	MAY'16 PREMIUMS	5/5/2016	107114	4,601.08
LINCOLN NATIONAL LIFE INSURANCE CO	MAY'16 VOLUNTARY	5/5/2016	107114	1,562.90
MARTINEZ, ROBERT	249 E "A" ST #8	5/5/2016	107115	266.00
MASON'S SAW AND LAWN MOWER SVC INC	LANDSCAPE SUPPLIES	5/5/2016	107116	116.37
MAUREEN KANE & ASSOCIATES, INC	CLERKS TECHNICAL TRAINING	5/5/2016	107117	1,550.00
MCI COMM SERVICE	805 986-6660 UTIL BILL	5/5/2016	107118	33.33
MCI COMM SERVICE	805 488-1805 UTIL BILL	5/5/2016	107118	34.19
MCI COMM SERVICE	805 986-6565 UTIL BILL	5/5/2016	107118	34.19
MCI COMM SERVICE	805 986-6516 UTIL BILL	5/5/2016	107118	35.66
MONTGOMERY HARDWARE CO	FM SUPPLIES	5/5/2016	107119	265.94
OFFICE DEPOT	OFFICE SUPPLIES	5/5/2016	107120	72.44
OFFICE DEPOT	OFFICE SUPPLIES	5/5/2016	107120	55.71
OFFICE DEPOT	OFFICE SUPPLIES	5/5/2016	107120	123.34
OFFICE DEPOT	OFFICE SUPPLIES	5/5/2016	107120	134.81
OFFICE DEPOT	OFFICE SUPPLIES	5/5/2016	107120	54.79
ONDEMAND EMPLOYMENT GROUP, LLC	4/11/16-4/15/16 SERVICE	5/5/2016	107121	1,739.64
ONDEMAND EMPLOYMENT GROUP, LLC	4/4/16-4/7/16 SERVICE	5/5/2016	107121	1,118.34
OXNARD AUTO SUPPLY	AUTOMOTIVE PARTS	5/5/2016	107122	38.17
PACIFIC HORTICULTURE	TREE EVALUATIONS	5/5/2016	107123	325.00
PATEL & ASSOCIATES, LLP	FY 14/15 AUDIT - SPA	5/5/2016	107124	5,041.50
PEREZ, JOSE	4/15/16 PDPAT CAR WASH	5/5/2016	107125	102.00
PEREZ, JOSE	4/20/16 FM CAR WASH	5/5/2016	107125	90.00
PEREZ, JOSE	4/20/16 PWADM CAR WASH	5/5/2016	107125	12.00
PEREZ, JOSE	4/20/16 PWENG CAR WASH	5/5/2016	107125	30.00
PEREZ, JOSE	4/20/16 PWLAND CAR WASH	5/5/2016	107125	15.00
PEREZ, JOSE	4/20/16 PWSW CAR WASH	5/5/2016	107125	15.00
PEREZ, JOSE	4/20/16 PWW CAR WASH	5/5/2016	107125	30.00
PEREZ, JOSE	4/22/16 PDPAT CAR WASH	5/5/2016	107125	114.00
PEREZ, JOSE	4/26/16 ADMIN CAR WASH	5/5/2016	107125	12.00

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Vendor Name	Description	Check Date	Number	Amount
PEREZ, JOSE	4/26/16 CDBLD CAR WASH	5/5/2016	107125	15.00
PEREZ, JOSE	4/26/16 CDPK CAR WASH	5/5/2016	107125	27.00
PEREZ, JOSE	4/26/16 PDADM CAR WASH	5/5/2016	107125	99.00
PORT HUENEME MARINE SUPPLY	FREIGHT/BETSON WEST	5/5/2016	107126	20.47
PORT HUENEME MARINE SUPPLY	FIREARM SUPPLIES	5/5/2016	107126	38.23
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	5/5/2016	107126	5.38
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	5/5/2016	107126	32.40
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	5/5/2016	107126	245.80
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	5/5/2016	107126	39.75
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	5/5/2016	107126	21.55
PORT HUENEME MARINE SUPPLY	LANDSCAPE SUPPLIES	5/5/2016	107126	21.55
PORT HUENEME MARINE SUPPLY	LANDSCAPE SUPPLIES	5/5/2016	107126	20.03
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	5/5/2016	107126	20.52
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	5/5/2016	107126	6.32
PORT HUENEME MARINE SUPPLY	STREETS SUPPLIES	5/5/2016	107126	37.07
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	5/5/2016	107126	57.90
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	5/5/2016	107126	10.75
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	5/5/2016	107126	25.66
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	5/5/2016	107126	63.22
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	5/5/2016	107126	0.97
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	5/5/2016	107126	5.02
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	5/5/2016	107126	20.50
PORT HUENEME MARINE SUPPLY	WATER SUPPLIES	5/5/2016	107126	10.75
PORT HUENEME MARINE SUPPLY	PAINT	5/5/2016	107126	49.25
PORT HUENEME MARINE SUPPLY	PAINT/PRIMER	5/5/2016	107126	98.50
PORT HUENEME MARINE SUPPLY	PAINT/BRUSHES	5/5/2016	107126	106.37
PORT HUENEME MARINE SUPPLY	ROLLERS	5/5/2016	107126	13.14
PORT HUENEME MARINE SUPPLY	PAINT SUPPLIES	5/5/2016	107126	8.19
PORT HUENEME MARINE SUPPLY	SAFETY SUPPLIES	5/5/2016	107126	52.07
PORT HUENEME MARINE SUPPLY	FLEET SUPPLIES	5/5/2016	107126	20.33
PORT HUENEME MARINE SUPPLY	FLEET SUPPLIES	5/5/2016	107126	10.69
PORT HUENEME MARINE SUPPLY	FLEET SUPPLIES	5/5/2016	107126	5.97
PORT HUENEME MARINE SUPPLY	FLEET SUPPLIES	5/5/2016	107126	5.35
POSTMASTER	PERMIT #634	5/5/2016	107127	215.00
PRAXAIR DISTRIBUTING INC	INDUSTRIAL ACETYLENE	5/5/2016	107128	193.05
PRIME BUILDING MATERIALS INC	FM SUPPLIES	5/5/2016	107129	56.28
PRIME BUILDING MATERIALS INC	STREETS SUPPLIES	5/5/2016	107129	123.61
PSR ENVIRONMENTAL SERVICES, INC	UST MONTHLY INSPECTION	5/5/2016	107130	210.00
PSR ENVIRONMENTAL SERVICES, INC	ANNUAL HOIST INSPECTION	5/5/2016	107130	666.36
QUILL CORPORATION	OFFICE SUPPLIES	5/5/2016	107131	24.58
QUILL CORPORATION	OFFICE SUPPLIES	5/5/2016	107131	70.10
QUILL CORPORATION	OFFICE SUPPLIES	5/5/2016	107131	51.51
QUILL CORPORATION	OFFICE SUPPLIES	5/5/2016	107131	33.06

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Vendor Name	Description	Check Date	Number	Amount
QUILL CORPORATION	OFFICE SUPPLIES	5/5/2016	107131	33.06
QUILL CORPORATION	OFFICE SUPPLIES	5/5/2016	107131	33.06
R A BATCHELOR CO	ANNUAL INSPECTION	5/5/2016	107132	550.00
R.H.F. INC.	RADAR CALIBRATION	5/5/2016	107133	81.00
R.H.F. INC.	RADAR CALIBRATION	5/5/2016	107133	259.53
RUBIO'S WELDING SERVICE	ROLL-OFF REPAIRS	5/5/2016	107134	2,226.05
SANTA MARIA TIRE INC	TIRES	5/5/2016	107135	111.56
SANTA MARIA TIRE INC	TIRES	5/5/2016	107135	267.36
SIEMENS INDUSTRY INC	MAR'16 CALL OUTS	5/5/2016	107136	269.26
SIEMENS INDUSTRY INC	VENTURA RD/HUENEME RD	5/5/2016	107136	204.46
SIEMENS INDUSTRY INC	MAR'16 CALL OUTS	5/5/2016	107136	537.82
SIEMENS INDUSTRY INC	MAR'16 SIGNAL MAINTENANCE	5/5/2016	107136	802.72
SIEMENS INDUSTRY INC	REPLACE SIGNAL HEAD	5/5/2016	107136	1,682.50
SINTRA GROUP LLC	PARKING HEARINGS	5/5/2016	107137	120.00
SOUTHERN CALIFORNIA EDISON	2-02-419-2338 UTIL BILL	5/5/2016	107138	29.45
SOUTHERN CALIFORNIA EDISON	2-02-419-5869 UTIL BILL	5/5/2016	107138	1,173.41
SOUTHERN CALIFORNIA EDISON	2-02-419-2585 UTIL BILL	5/5/2016	107138	12,063.02
SOUTHERN CALIFORNIA EDISON	2-02-419-3286 UTIL BILL	5/5/2016	107138	128.55
SOUTHERN CALIFORNIA EDISON	2-02-419-2338 UTIL BILL	5/5/2016	107138	342.13
SOUTHERN CALIFORNIA EDISON	2-11-005-6629 UTIL BILL	5/5/2016	107138	6,894.97
SOUTHERN CALIFORNIA GAS CO	024 114 1580 1 UTIL BILL	5/5/2016	107139	46.95
SOUTHERN CALIFORNIA GAS CO	087 114 1927 8 UTIL BILL	5/5/2016	107139	129.86
SOUTHERN COUNTIES FUELS	800 GALS DIESEL/450 GAS	5/5/2016	107140	2,318.06
SOUTHERN COUNTIES FUELS	115 GALS DIESEL/250 GAS	5/5/2016	107140	789.08
SOUTHERN COUNTIES FUELS	607 GALS DIESEL/600 GAS	5/5/2016	107140	2,577.62
SOUTHERN COUNTIES FUELS	800 GALS DIESEL/600 GAS	5/5/2016	107140	2,931.09
SOUTHERN COUNTIES FUELS	FLEET SUPPLIES	5/5/2016	107140	564.20
STAN BILCHIK CARPET CO, INC	730 JANE DR REPAIRS	5/5/2016	107141	2,125.00
STANDARD PLUMBING SUPPLY CO	FM SUPPLIES	5/5/2016	107142	62.65
STANDARD PLUMBING SUPPLY CO	FM SUPPLIES	5/5/2016	107142	3.46
STANDARD PLUMBING SUPPLY CO	FM SUPPLIES	5/5/2016	107142	46.36
STANDARD PLUMBING SUPPLY CO	FM SUPPLIES	5/5/2016	107142	245.20
STANDARD PLUMBING SUPPLY CO	STREETS SUPPLIES	5/5/2016	107142	14.36
STATE READY MIX INC.	REFUSE FEES	5/5/2016	107143	120.00
STAY GREEN, INC.	FEB'16 SERVICE	5/5/2016	107144	22.42
STAY GREEN, INC.	MAY'16 SERVICE	5/5/2016	107144	81.80
STAY GREEN, INC.	FEB'16 SERVICE	5/5/2016	107144	91.35
STAY GREEN, INC.	MAY'16 SERVICE	5/5/2016	107144	333.20
STAY GREEN, INC.	FEB'16 SERVICE	5/5/2016	107144	160.37
STAY GREEN, INC.	MAY'16 SERVICE	5/5/2016	107144	585.00
SWANA	ANNUAL MEMBERSHIP RENEWAL	5/5/2016	107145	242.00
TARGET SPECIALTY PRODUCTS	LANDSCAPE SUPPLIES	5/5/2016	107146	742.41
TELCOM INC	4/11/16 SERVICE	5/5/2016	107147	675.01

## Transactions for 5/5/2016

Date: 5/9/2016

Vendor Name	Description	Check Date	Number	Amount
TIME WARNER CABLE	8448200250320222 CABLE	5/5/2016	107148	143.49
TIME WARNER CABLE	8448200250052429 CABLE	5/5/2016	107148	122.23
TOSHIBA FINANCIAL SERVICES	500-0460769-000 COPIER	5/5/2016	107149	95.04
TRAFFIC TECHNOLOGIES LLC	LANDSCAPE SUPPLIES	5/5/2016	107150	237.06
TRAFFIC TECHNOLOGIES LLC	STREETS SUPPLIES	5/5/2016	107150	87.48
TRAFFIC TECHNOLOGIES LLC	STREETS SUPPLIES	5/5/2016	107150	238.68
TRI-COUNTY SENTRY	REQUEST FOR PROPOSALS	5/5/2016	107151	220.50
TRI-COUNTY SENTRY	NOTICE INVITING BIDS	5/5/2016	107151	315.00
TRI-COUNTY SENTRY	REQUEST FOR PROPOSALS	5/5/2016	107151	220.50
ULINE	PD SUPPLIES	5/5/2016	107152	436.65
UNITED SITE SERVICES OF CA INC	4/18/16-5/15/16 SERVICE	5/5/2016	107153	103.54
UNITED SITE SERVICES OF CA INC	4/6/16-5/3/16 SERVICE	5/5/2016	107153	162.26
UNIVAR USA, INC	SODIUM HYPOCHLORITE	5/5/2016	107154	1,550.02
URBAN RESTORATION GROUP US, INC	FM SUPPLIES	5/5/2016	107155	224.35
USABLUEBOOK	WATER SUPPLIES	5/5/2016	107156	1,378.93
USABLUEBOOK	FLOAT SWITCH	5/5/2016	107156	100.40
USABLUEBOOK	FLOATS	5/5/2016	107156	151.39
VELOCITY TRUCK CENTER	AUTOMOTIVE PART	5/5/2016	107157	75.61
VENCO POWER SWEEPING, INC	APR'16 SERVICE	5/5/2016	107158	8,870.23
VERIZON BUSINESS SERVICES	SV193394 UTIL BILL	5/5/2016	107159	1,442.22
VERIZON BUSINESS SERVICES	SV193393 UTIL BILL	5/5/2016	107159	105.02
VERIZON BUSINESS SERVICES	SV193396 UTIL BILL	5/5/2016	107159	134.00
VERIZON BUSINESS SERVICES	SV193395 UTIL BILL	5/5/2016	107159	333.04
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	130.06
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	73.72
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	11.82
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	12.55
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	105.87
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	17.65
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	74.55
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	37.05
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	55.75
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	22.74
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	12.03
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	62.64
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	92.01
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	29.42
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	123.12
VERIZON WIRELESS	971818098-00002 UTIL BILL	5/5/2016	107160	158.18
VERIZON WIRELESS	672523155-00001 UTIL BILL	5/5/2016	107161	418.11
VERIZON WIRELESS	542063381-00001 UTIL BILL	5/5/2016	107161	38.01
VERIZON WIRELESS	971818098-00003 UTL BILL	5/5/2016	107161	38.01
VERIZON WIRELESS	242004078-00001 UTIL BILL	5/5/2016	107161	38.01

**Transactions for 5/5/2016**

Date: 5/9/2016

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Vendor Name	Description	Check Date	Number	Amount
WARREN DISTRIBUTING INC	CREDIT MEMO	5/5/2016	107162	-41.32
WARREN DISTRIBUTING INC	AUTOMOTIVE PARTS	5/5/2016	107162	55.86
WARREN DISTRIBUTING INC	AUTOMOTIVE PART	5/5/2016	107162	54.04
				<b><u>\$164,534.33</u></b>

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# City of Port Hueneme

## COUNCIL AGENDA STAFF REPORT

**TO:** City Council

**FROM:** Chris Theisen, Public Works Director

**SUBJECT:** AUTHORIZATION TO GRANT A LICENSE TO THE U.S. GOVERNMENT FOR GUARD RAIL PURPOSES

**DATE:** May 16, 2016

### **RECOMMENDATION:**

It is recommended the City Council authorize the Interim City Manager to execute a License with the U.S. Government granting the U.S. Government the right to construct, operate, and maintain a guard rail system along eastbound Channel Islands Boulevard between Patterson Road and Ventura Road.

### **BACKGROUND/ANALYSIS:**

Naval Base Ventura County has incurred significant recurring costs related to maintenance and repair of its perimeter security fence adjacent to eastbound Channel Islands Boulevard between Patterson Road and Ventura Road, due to errant vehicles leaving the travel way. To mitigate these costs, the Government has requested permission to encroach into the Channel Islands Boulevard right-of-way a distance of approximately 2 feet for the purpose of installing, operating, and maintaining a guard rail system, all at the Government's sole cost. Due to the frequency of occurrence, Staff considers the installation of a guard rail system to be warranted at this location. Staff notes that the attached License Agreement varies from typical City licenses granted in the past in that:

1. Federal law requires that adjudication of any claims that may arise must be pursued under the Federal Tort Claims Act (28 U.S.C. Section 2671 et seq.); and
2. Federal law also requires that payment obligations (if any) be subject to the availability of funds (Federal Antideficiency Act, 31 U.S.C. Section 1341).

### **FISCAL IMPACT**

The License Agreement grants the U.S. Government gratis use of a relatively small portion of City right-of-way. In return, all costs related to the guard rail system will be borne by the U.S. Government.

### **Attachments:**

- 1.) Guard Rail License Agreement

**8C**

## GUARD RAIL LICENSE AGREEMENT

THIS NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into as of the Effective Date, by and between the City of Port Hueneme, a municipal corporation and charter city ("City"), and the United States of America, Department of the Navy ("Licensee"). City and Licensee are collectively referred to hereinafter as the Parties ("the Parties").

### RECITALS

- A. Licensee wishes to construct, operate, and maintain a safety barrier system ("Guard Rail") designed to shield a motorist that has left the traveled way by either deflecting the errant vehicle back to the traveled way, slowing the vehicle down to a complete stop, or slowing the vehicle down and then letting it proceed past the Guard Rail.
- B. Licensee proposes that the Guard Rail be installed along eastbound Channel Islands Boulevard between Patterson Road and Ventura Road in the City of Port Hueneme, County of Ventura, State of California, in as close proximity to Licensee's property as is practicable.
- C. City is the owner of the eastbound Channel Islands Boulevard road right-of-way between Patterson Road and Ventura Road ("City Right-of-Way") by virtue of:
1. A road dedication made pursuant to a Subdivision Map entitled Map of a Subdivision of Patterson Ranch, recorded on October 11, 1913 and filed in Book 8 of Maps, at Pages 1 through 9 inclusive, in the office of the County Recorder of Ventura County, California;
  2. A road easement recorded on August 13, 1986 as Instrument No. 86-108195 of Official Records, in the office of the County Recorder of Ventura County, California, and subsequently quitclaimed by Director's Deed on April 20, 1993 as Instrument No. 93-069193, in the office of said County Recorder; and
  3. A road easement recorded on February 26, 1998 as Instrument No. 98-026911 of Official Records, in the office of the County Recorder of Ventura County, California.

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

## AGREEMENT

**1. License.** Subject to the covenants, terms, conditions, and provisions of this Agreement, City grants to Licensee, and Licensee accepts, a non-exclusive revocable license for Guard Rail purposes ("License") in, on, over, under, and across the southerly 2 feet of the City Right-of-Way. Nothing contained herein shall be construed as granting to Licensee or any user of the Guard Rail any right, title, or interest in the City Right-of-Way, except for the permissions described in this Agreement; and neither Licensee nor the public shall acquire any prescriptive rights to any of the City Right-of-Way by reason of Licensee's or the public's use thereof.

**2. Licensee's Responsibilities; City's Non-responsibility.**

A. Subject to the availability of appropriated funds, Licensee shall bear sole and exclusive responsibility, at its sole cost and expense, in each and every respect, for the design and re-design, permitting, construction and re-construction, operation, control, inspection, maintenance, and repair of the Guard Rail, in such manner and frequency that ensures, at all times, safe operation and full compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

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

**3. License Term.** The term of the License shall be for five (5) years, commencing on the Effective Date and expiring on the 5-year anniversary therefrom, unless this Agreement is or has been terminated in accordance with the provisions set forth in Paragraph 4 of this Agreement.

**4. Agreement Termination and Expiration; License Revocation.**

A. City may at any time, with or without cause, terminate this Agreement by providing Licensee written notification of such. City shall not be liable to Licensee for damages arising as a result of City's termination of this License, provided that written notice of such is provided in accordance with the provisions set forth in Paragraph 13 of this Agreement. Termination of this Agreement by City shall become effective on the 31st day following receipt of said notice by Licensee, such action constituting License revocation.

B. Licensee may terminate this Agreement at any time, with or without cause, by providing City written notice of such in accordance with the provisions set forth in Paragraph 13 of this Agreement. Termination of this Agreement by Licensee shall become effective immediately upon receipt by City of said notice.

C. Within 45 days of the expiration of the License term, or the effective termination of this Agreement by either of the Parties, Licensee shall, at its sole cost and expense, subject to the availability of appropriated funds, remove all Guard Rail improvements from the City Right-of-Way and restore the City Right-of-Way to its pre-existing condition insofar as is practicable.

D. Should Licensee fail to fully comply with the immediately-above Paragraph 4.C provisions, then City shall have the right, without notice, to take possession of any or all of the Guard Rail improvements remaining, to use or dispose of such in any manner deemed appropriate by City, and to restore the City Right-of-Way to its pre-existing condition insofar as is practicable. Licensee agrees to bear all reasonable costs and expenses incurred by City in pursuit of its above rights, including administrative costs and expenses, and agrees to reimburse City within 30 days of receipt of invoice for such, subject to the availability of appropriated funds.

**5. Compensation.** In addition to the good and valuable consideration acknowledged above, Licensee agrees to pay City the following sum (if any) in exchange for use of the City Right-of-Way during the License Term: None.

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

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

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

**9. Federal Tort Claims Act.**

A. Licensee agrees to promptly consider and adjudicate any and all claims that may arise out of use of the City Right-of-Way by Licensee, its duly authorized representatives, agents, and

contractors, and each of them, (collectively "Indemnitors"), and to pay for any damage or injury as may be required by Federal law. Such adjudication shall be pursued under the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., or such other legal authority as may be pertinent. Licensee also agrees to consider and adjudicate any claims for property damage or personal injury sustained by Licensee's personnel in the performance of their official duties while on City property. Such adjudication shall be pursuant to the Federal Tort Claims Act, the Federal Employees Compensation Act, 5 U.S.C. Section 8101 et seq., or such other legal authority as may be pertinent.

B. It is understood and agreed that the provisions set forth in this Paragraph 9 shall survive the termination of this Agreement.

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

**11. Breach of Agreement.** Notwithstanding the provisions set forth in Paragraph 4 of this Agreement, the violation of any covenant, term, condition, or provision of this Agreement shall constitute a breach of this Agreement by Licensee. In such event, this Agreement shall immediately terminate without notice, and the License will automatically be revoked.

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

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

to Licensee:      Commanding Officer  
                         Naval Facilities Engineering CMD SW  
                         Attn: AM1.RK  
                         1220 Pacific Highway  
                         San Diego, CA 92132-5190

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

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

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

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

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

**17. Antideficiency Act.** Payment obligations of Licensee are subject to the availability of federal funds for any given purchase. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Federal Antideficiency Act, 31 U.S.C. Section 1341, or other applicable federal law.

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

**19. Construction.** The language of each part of this Agreement shall be construed simply and according to its fair meaning, and never for or against either the City or Licensee.

**20. Authority/Modification.** The Parties represent and warrant that all necessary action has been taken by each of the parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. Modifications or amendments to this Agreement shall be binding only if agreed-to in a written document signed by the Parties.

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

*(Signature Page Follows)*

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

**UNITED STATES OF AMERICA, DEPARTMENT OF THE NAVY**

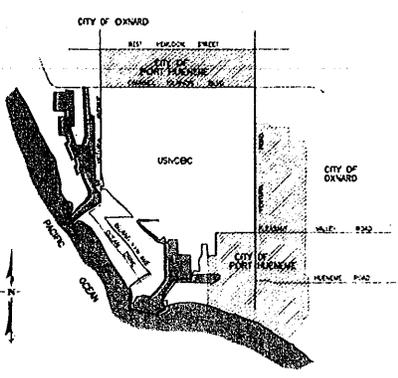
By: Esther P. Ewell 4/20/16  
Esther P. Ewell, Real Estate Contracting Officer Date

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

By: \_\_\_\_\_  
John Baker, Interim City Manager Date

Attest: \_\_\_\_\_  
Michele Kostenuik, City Clerk Date

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



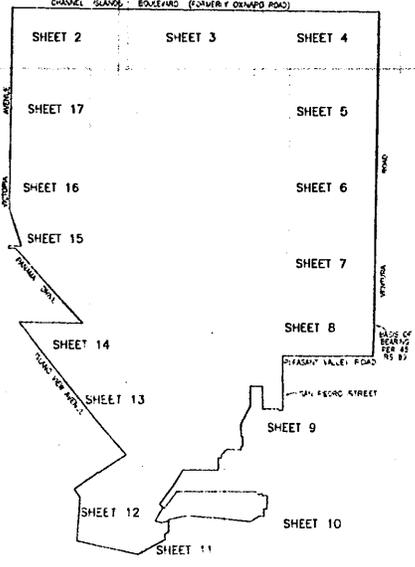
VICINITY MAP  
DATE: 11/11/17

**SURVEYOR'S NOTES**

1. BOUNDARY AND RIGHT OF WAY
- THE BOUNDARY AND RIGHT OF WAY INFORMATION SHOWN ON THIS MAP HAS BEEN OBTAINED FROM RECORD MAPS AND DEEDS AND IS NOT GUARANTEED TO BE ACCURATE.
2. PLANS OF RECORD
- THE BOUNDARY AND RIGHT OF WAY INFORMATION SHOWN ON THIS MAP HAS BEEN OBTAINED FROM RECORD MAPS AND DEEDS AND IS NOT GUARANTEED TO BE ACCURATE.
3. PLANS OF RECORD
- THE BOUNDARY AND RIGHT OF WAY INFORMATION SHOWN ON THIS MAP HAS BEEN OBTAINED FROM RECORD MAPS AND DEEDS AND IS NOT GUARANTEED TO BE ACCURATE.

**LEGEND**

40' OR 75'	BOUNDARY AND RIGHT OF WAY
40' OR 75'	BOUNDARY AND RIGHT OF WAY
40' OR 75'	BOUNDARY AND RIGHT OF WAY
40' OR 75'	BOUNDARY AND RIGHT OF WAY



SHEET INDEX  
DATE: 11/11/17

<p>PROJECT: ...</p> <p>DATE: 11/11/17</p>	<p>REVISIONS:</p> <p>NO. DATE DESCRIPTION</p>	<p>DATE: 11/11/17</p>	<p>PROJECT: ...</p> <p>DATE: 11/11/17</p>							
-------------------------------------------	-----------------------------------------------	-----------------------	-------------------------------------------	-------------------------------------------	-------------------------------------------	-------------------------------------------	-------------------------------------------	-------------------------------------------	-------------------------------------------	-------------------------------------------

**Penfold & Smith**  
 ENGINEERS & SURVEYORS  
 1000 ...  
 ...

CITY OF PORT HUENEHME  
 RIGHT OF WAY INFORMATION  
 U.S.N. CONSTRUCTION BATTALION CENTER

DATE: 11/11/17	SCALE: 1" = 17'
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# City of Port Hueneme

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## COUNCIL AGENDA STAFF REPORT

**TO:** City Council

**FROM:** Chris Theisen, Public Works Director

**SUBJECT:** ADOPTION OF RESOLUTION APPROVING THE REVISED SEWER SYSTEM MANAGEMENT PLAN (SSMP)

**DATE:** May 16, 2016

### **RECOMMENDATION:**

It is recommended the City Council adopt the Resolution approving the updated Sewer System Management Plan (SMMP) and directing staff to implement the SSMP by updating the California Integrated Water Quality System database. Adopting the SSMP is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15301 to the extent that it applies to existing sanitary sewer collection systems that constitute "existing facilities" as that term is used in CEQA Guidelines §§ 15301 and 15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

### **BACKGROUND/ANALYSIS:**

On May 2, 2006 the State Water Resources Control Board (SWRCB) adopted a Statewide General Waste Discharge Requirements and Monitoring and Reporting Program (GWDR) by issuing Order No. 2006-003. The regulations in the Order were developed out of growing concern about the water quality impacts of Sanitary Sewer Overflows (SSOs), particularly those that cause beach closures, adverse effects to other bodies of water, or pose serious health and safety nuisance problems.

The two major components of the GWDR are: 1) Owners and operators of publicly owned collection Sewer Systems, a mile long or greater, apply for coverage under the GWDR; and 2) Owners and operators develop and implement a system specific Sewer System Management Plan (SSMP).

## **ADOPT RESOLUTION APPROVING SEWER SYSTEM MANAGEMENT PLAN**

**May 16, 2016**

**Page 2**

By preparing and practicing the procedures in the plan, the occurrence of sewer spills should decrease. The Sewer System Management Plan for the City of Port Hueneme meets these requirements and are already being practiced due to years of taking a proactive approach to sewer system management.

Along with Council approval to adopt the SSMP, staff is to continually update the plan and bring it back to the Council at appropriate intervals for review and approval.

The sanitary sewer collection system of the City continues to be maintained in an excellent condition. Over the last ten years many of the Council approved Sewer System Master Plan projects have been completed. Projects have included: removal of three lift stations, lining of over two thousand feet of damaged sewer mains, rehabilitation of over 200 manholes, and a complete system wide analysis of the entire collection system. All of these projects have been completed in a prioritized manner to ensure service interruptions are kept to a minimum and reduce liability to the maximum extent practicable.

Future projects include: continued rehabilitation of defective sewer mains, manhole rehabilitation, and infiltration and inflow reduction.

As previously mentioned, the SSMP is a living document that is required to be reviewed, updated and approved by Council periodically.

### **FISCAL IMPACT:**

Approving the staff recommendation will not have a fiscal impact.

### **Attachments:**

- 1.) Sewer System Management Plan
- 2.) Attachment A- Responsibilities
- 3.) Attachment A- Organization Chart
- 4.) Attachment B- Overflow Response Plan
- 5.) Attachment C- Overflow Standard Operating Procedures
- 6.) Resolution

**CITY OF PORT HUENEME**  
**SEWER SYSTEM MANAGEMENT PLAN**  
**(SSMP)**



# **SEWER SYSTEM MANAGEMENT PLAN**

## **Introduction**

The California Regional Water Quality Control Board, Los Angeles Region ("Regional Board"), oversees water quality in Los Angeles and Ventura Counties. The beaches along the California coast have been closed numerous times due to contaminated surface water runoff and wastewater spills (also known as sanitary sewer overflows or "SSOs") and the closures have impacted the economy associated with recreational water activities.

In response to the beach closures, the Regional Board adopted permits for Municipal Separate Storm Sewer Systems ("MS4 Permit") and Waste Discharge Requirements (WDRs) for the operation of sewage collection systems. The Sewer WDRs apply directly to the City of Port Hueneme and its collection system.

One of the requirements of the WDR is preparation and implementation of a Sewer System Management Plan (SSMP). By preparing and practicing the procedures in the plan, SSOs should, theoretically, decrease or stop entirely. The City believes that it is currently adhering to all of the SSMP requirements due to the City's history of taking a proactive approach to sewer system management.

# Table of Contents

The required sections of the Sewer System Management Plan are:

Introduction

- (i) Goals**
- (ii) Organization**
- (iii) Legal Authority**
- (iv) Operations and Maintenance Program Activities**
- (v) Design and Performance Provisions**
- (vi) Monitoring, Measurement and Program Modifications**
- (vii) Overflow Emergency Response Plan**
- (viii) Grease and Fat Control Program**
- (ix) System Evaluation and Capacity Assurance Plan**
- (x) SSMP Program Audits**
- (xi) Communications**

**ATTACHMENT 'A' – ORGANIZATIONAL CHARTS**

**ATTACHMENT 'B' - OVERFLOW RESPONSE PLAN**

**ATTACHMENT 'C' - OVERFLOW SOP**

- (i) Goals: The main goal of the Sewer System Management Plan (SSMP) is to prevent Sanitary Sewer Overflows (SSOs) and to provide a plan and schedule for measures to be implemented to prevent SSOs.**

This element identifies the goals the City has set for the management, operation, and maintenance of the collection system and discusses the role of the SSMP in supporting these goals. These goals are intended to provide staff direction in implementing the management of the City's collection system. This section fulfills the requirement of Element 1 as stated in the WDR.

The City of Port Hueneme Wastewater Division mission is to protect public health by providing adequate systems to ensure wastewater is moved from businesses and residences to the wastewater treatment plant for proper handling and disposal.

In support of this mission, the City has developed the following goals for the operation and maintenance of its collection system.

1. Minimize sanitary sewer overflows.
2. Prevent public health hazards.
3. Minimize interruptions in service.
4. Ensure adequate capacity.
5. Extend useful life.
6. Protection of public and private property from damage.
7. Perform services in a cost effective manner.
8. Perform all operations in a safe manner to avoid personal injury.
9. Maintain public confidence.

This SSMP supplements and supports the City's existing operation and maintenance program. The SSMP will assist in the proper management of the collection system and aid in minimizing the frequency and impacts of SSO's by providing guidance for appropriate maintenance, capacity management, and emergency response.

- (ii) Organization: The SSMP must identify:**
- (A) Administrative and maintenance positions responsible for implementing measures in the SSMP program, including lines of authority by organization chart or similar document.**

**SEE ATTACHMENT 'A'**

**(iii) Legal Authority: The SSMP shall include legal authority, through sewer use ordinances, service agreements or other legally binding procedures, to:**

**(A) Control infiltration and connections from inflow sources, including satellite systems:**

The City Attorney has examined the City's codes to ensure that the City has the power to install sewers and enact regulations related thereto, including the prohibition of private sewer systems and requiring all inhabited property to be connected to the City's sewer system.

Article VII, Chapter 2 of the Port Hueneme Municipal Code regulates sewer construction. All sewer construction must be in accordance with City standards.

Infiltration contributes to excessive capacity use in the sewer system and can be controlled through various combinations of remedies. The City has used grout injection along with the installation of Cured In Place Pipe (CIPP) to remedy known areas of deficiencies. As is the case in all systems, the City will continue to monitor on an on-going basis to determine any changes in the system.

Legally controlling inflow encompasses controlling the two major sources of inflow: illegal connections and submerged or flooded streets causing water to enter the "pick" holes in manhole covers. Illegal connections are usually connections to the sewer system by property owners who have drainage problems due to flat areas and low spots and who solve those problems by draining those areas to an inlet that is connected to the sewer system. When instances of these illegal connections are found, the homeowner will be required to immediately remove the connection. The City's sewer permit issuance procedure is supported by ordinance and any illegal connections are subject to citations.

The other source of inflow is from submerged intersections during heavy storms where the covers are subject to local flooding. The option of using watertight manhole covers was considered but then dismissed because watertight manhole covers are often bolted down and become hard to remove during emergencies and prevents the proper venting of concrete damaging gasses.

**(B) Require that sewers and connections be properly designed and constructed.**

The City has its Standard Plans and Specifications for the Construction of Sanitary Sewers, which insures the sewer lines and connections are properly designed and constructed. The City's Specifications by reference incorporate the Standard Plans and Specifications for Public Works Construction (the "Green Book"), which helps insure proper design and construction of sewer facilities.

**(C) Ensure proper installation, testing, and inspection of new and rehabilitated sewers (such as new or rehabilitated collector sewers and new or rehabilitated service laterals).**

Under the direction of the Deputy PW Director/City Engineer, the City employs a full time Public Works inspector. Inspectors are trained and experienced in pipeline and pumping station construction. Staff maintains copies of the City's Design Criteria Standard Provisions and Standard Drawings for Public Works Construction, the Standard Specifications for Public Works Construction Inspection Manual, the Work Area Traffic Control Manual (WATCH), and the CALTRANS Manual for Work Upon Highways, at all times.

Rehabilitated sewer lines are required to have manufacturers' material certification, product trade name, manufacturers' literature, MSDS, installation procedures and certification that the contractor is certified in the manufacturers' process submitted with the bid.

Additionally, 30 days after installation, materials test results are required to verify compliance with the specified values.

**(D) Limit fats, greases, and other debris, which may cause blockages in the sewage collection system.**

Grease has been identified as a major cause of sewer line stoppages and spill across the country. Because of this finding, FOG has been identified as the most important first step in improving sewer system reliability.

Article VII, Chapter 2, Section 7154H and 7154I regulate the introduction of grease into the municipal sewer system as well as the proper maintenance requirements for all grease reduction devices.

The legal authority for plumbing fixtures inside a building rests with the City's Building Department and County Environmental Health Department. The City continuously works to modify and adopt policies, which will be consistent with the goal of reducing or removing FOG from the City's sewer system.

**(E) Implement the general and specific prohibitions of the national pretreatment program under 40 CFR 403.5.**

The City of Port Hueneme has entered into an agreement with the City of Oxnard, who owns, operates and maintains the Regional Treatment Facility, to perform the inspections and enforcement of the pretreatment program under 40 CFR 403.5 within the City of Port Hueneme limits.

**(iv) Operations and Maintenance Program Activities**

**(A) Provide adequate operation and maintenance of facilities and equipment.**

The City has historically cleaned the sewer system on a regular basis and continues to do so today. Once a year is the industry standard for agencies with comprehensive sewer maintenance programs. Presently, Port Hueneme is on an every other year program of sewer cleaning. Areas needing more frequent cleaning – known as “hot spots” – are cleaned as frequently as bi-monthly and/or quarterly. These include areas with uncorrectable sags and root intrusion.

The City has two sewer cleaning trucks and a CCTV grout rig. In addition to the four maintenance workers, the City also has a dedicated staff person to perform FOG inspection

In addition to the scheduled cleaning of the gravity sewer lines by crews, the City has a pump station maintenance program. The City adheres to the recommended pump maintenance schedule from the pump manufacturer. The piping, valves, and other equipment in the station and valve vaults, the City uses the recommended maintenance schedule provided by the original equipment manufacturer.

The City crews also perform in-house capital projects such as manhole rehabilitation and complete station rebuilds.

**(B) Maintain an up-to-date map of the collection system showing all gravity line segments and manholes, pumping station facilities, pressure pipes and valves and storm water conveyance facilities.**

The City has a Sewer Atlas that is continuously updated as new facilities are constructed and pipelines are replaced. The Atlas shows the location of all sewer mains, manholes, pumping stations and pressurized sewer lines (force mains). In addition, a separate map is kept that shows all capital improvements that have been made to the system.

The City has also field documented the GPS coordinates of all manholes and catch basins throughout the city.

The locations of all the storm water conveyance facilities are shown on separate plans, copies of these plans in reduced size format are on file with the Public Works Department and most of the crew vehicles, where applicable. The City recognizes the link between an SSO and its path of travel in a storm drain facility to the receiving waters. The City has educated its staff to understand the storm drain network and the importance of preventing discharges of wastewater to that network.

The City understands the National Pollutant Discharge Elimination System (NPDES) regulations for storm drain system owners, including the provisions of the MS4 Permit. The MS4 Permit contains requirements prohibiting SSOs into the storm drains. The MS4 Permit requires the storm drain system owners to adopt measures that will decrease the possibility of SSOs. The City attends the many meetings of the MS4 Permit Co-Permittees in order to coordinate the effort of the storm drain and sewer system owners.

- (C) Maintain relevant information to establish and prioritize appropriate SSMP activities (such as the immediate elimination of dry weather overflows or overflows into sensitive waters, such as public drinking water supplies and their source waters, swimming beaches and waters where swimming occurs, designated Outstanding National Resource Waters or Areas of Special Biological Significance, National Marine Sanctuaries, waters within Federal, State, or local parks, and water containing threatened or endangered species or their habitat), and identify and illustrate trends in overflows, such as frequency and volume.**

Studies by the City have identified the main causes of SSOs within the City and efforts have been prioritized to eliminate the causes. The Public Works Department keeps a running spreadsheet of sewer spills that includes the causes of the spill and staff uses the causes to plan activities, programs and policies that eliminate the causes. For instance, the City identified tree roots in conjunction with grease as the primary cause of spills in the City. Staff conducts regular inspections of all restaurants within the city and provides education and outreach on an on-going basis. Additionally, Staff performs plan check inspections on all new grease generating businesses to ensure the proper grease reduction devices are installed prior to approval.

Frequency and volume studies of sewer spills do not disclose any new identifiable trends. A trend of either frequency or volume indicates a chronic problem that can be specifically identified. The City has identified all the areas prone to problems – known as “hot spots” – and services these areas on a regular basis.

- (D) Routine preventive operation and maintenance activities by staff and contractors; including a system for scheduling regular maintenance and cleaning of the collection system with more frequent cleaning and maintenance targeted at known problem areas. The preventative Maintenance (PM) program should have a system of tracking work orders and assessing the success of the PM program.**

Refer to Section (A) above for a description of the City's Operation and Maintenance program that describes the system for scheduling regular maintenance and cleaning including more frequent cleaning for problem areas. The City uses work orders and verbal requests, followed up by a work order, which field crews respond with a written response on the work order. The data is then entered into the database for easy retrieval and reports.

The City cleans "hot spot" areas and lift station wet wells on a bi-monthly basis.

- (E) Establish a program to assess the current capacity of the collection system owned by the discharger or where the discharger has operational control; including diversions of urban runoff to the sewer system during dry weather periods and control of infiltration and intrusion during both wet weather events and dry weather periods.**

The City has a Sewer Master Plan that assesses the capacity of the sewer system. One of the main goals of the Master Plan is to compare the projected peak flow from the land uses with the carrying capacity of the sewer lines. The City's Sewer Master Plan was completed in November 2002.

The city's system does not divert dry weather urban runoff to the collection system. The City has addressed infiltration and inflow through a series of programs such as manhole rain covers, grout injection and wet weather monitoring.

- (F) Identify and prioritize structural deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. This shall include a rehabilitation plan including schedules for the entire system. As with the PM program, sewer rehabilitation and replacement is crucial for the prevention of spills. Among the provisions that should be specified in this section is the need to direct rehabilitation and replacement at sewer pipes which are at risk of collapse or prone to more frequent blockages due to pipe defects. The program should also include regular visual and TV inspection of sewer pipes and a system for assessing and ranking the condition of sewer pipes. Finally, the rehabilitation and replacement plan should include a financial plan that properly manages and protects the infrastructure assets.**

We do not believe that there are critical structural deficiencies in the sewer system, but the City videos the sewer system regularly looking for points repairs and any structural damage that may need further assessing and scheduling for repairs. The City owns its own CCTV truck, which enables us to consistently and methodically televise and inspect the City's sewer infrastructure.

The sewer pumping stations and pressurized sewer lines (force mains) require a more aggressive maintenance program. The City's pump stations have equipment that operates in short cycles throughout each hour of each day. The stations are monitored daily and maintained weekly. Because of the continuous operation, any deficiencies are readily apparent. Preventative maintenance is on-going.

The current sewer charges provide funds for Capital Improvements. The annual amount varies depending on the planned projects during that fiscal year. The law requires that these Wastewater Enterprise Funds be used for wastewater maintenance, rehabilitation and expansion projects. In addition to these funds, various other items in the budget are dedicated to sewer system maintenance and operation.

- (G) Provide training on a regular basis for staff in collection system operations, maintenance, and monitoring and determine if contractors' staffs are appropriately trained.**

The City requires all Wastewater personnel to have, at a minimum, Grade 1 certification provided by the California Water Environment Agency (CWEA). All staff have formalized training in the repair and maintenance of the pumps. City staff is fully trained and capable of making any repairs and responding to any and all emergencies. Currently all 5 Wastewater Division employees are certified at Grade I Collections or higher. Continuing education is encouraged and staff is allowed to attend CWEA sectional training events.

- (H) Provide equipment and replacement parts inventories including identification of critical replacement parts.**

For the City, keeping critical replacement inventory is kept to a minimum. Several suppliers are within the local area and replacement parts are readily available. For parts such as electrical items and switches, the City maintains a minimal supply to ensure repairs can be made without service interruption. The City attempts to use the same model pumps in as many stations as possible to simplify maintenance and replacement. Staff regularly inventories all piping supplies, all main line sewer cleaning supplies (degreasers, root cutters & saws, high pressure hoses, etc.), and pump station replacement parts.

The City has all the necessary equipment to work on sewer line maintenance and perform pump station maintenance and repairs. In addition to small tools, the City has a full fleet of equipment at its disposal.

**(I) Establish an implementation plan and schedule for a public education outreach program that promotes proper disposal of grease and fats.**

The City recognizes grease from restaurants as a major cause of sewer line stoppages and spills. The City regularly inspects grease generating businesses and performs inspections of all grease interceptors within the jurisdiction. Inspections include monitoring of the grease capturing devices and review of maintenance records.

**(J) Establish a plan for responding to SSOs from private property that discharge to public right-of-ways and storm drains to prevent discharges from SSOs to surface waters and storm drains.**

The City uses a three step approach to private property SSOs that are discharging to the public right-of-ways. First, field crews block the storm drain so discharges will not enter the system. If discharges have already entered the MS4, the City uses the storm drain as a containment device and extracts the discharge and water used to flush the system from a downstream point in the system.

Secondly, the City uses sandbags, rubber matting, plastic sheeting, and/or absorbent contaminant booms in the public right-of-way to prevent further discharges from leaving the property. Thirdly, the City notifies the property owner or management company of the spill and directs them to hire an emergency plumber to clear the system, or the City can assist in containment and/or cleanup. It is City policy that City crews do not leave the site until the problem is resolved and the spill is stopped and cleaned up.

**(v) Design and Performance Provisions**

- (A) Develop design and construction standards and specifications for the installation of new sewer systems, pump stations and other appurtenances; and for rehabilitation and repair of existing sewer systems.**

The City's standards for the proper installation and inspection of sewer lines are discussed in Section (iii) (B) above. Additionally, the City has standardized its use of equipment in the pumping stations for ease of maintenance and replacement. This includes the pumps, liquid level indicators, valves, piping and remote telemetry.

The City monitors the field of "no-dig" pipeline rehabilitation as advancements are continually being made. The City considers no-dig technology to be the least disruptive answer to pipeline rehabilitation as systems reach their life expectancy. The City has implemented a no-dig rehabilitation method to be the standard rehabilitation practice and will be developing construction standards as methods are perfected.

- (B) Develop procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.**

The City's standard public works contract provides that work is not placed into service and accepted by the City until inspection and testing is completed. The City provides continuous inspection during the construction of sewer facilities and believes that proper installation is the key element to insure proper operation and maximum life expectancy. The City Inspectors use the Green Book Inspection Manual for reference if needed, although their years of experience and training allow them to provide excellent observation of contractors' work. With regard to testing sewer lines, the City uses the Green Book recommended air-testing procedures on all new main lines.

**(vi) Monitoring, Measurement and Program Modifications**

**(A) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP.**

The SSMP will be reviewed on a regular basis to insure all provisions are implemented and the effectiveness of the plan is adequately meeting the requirements of the WDR.

**(B) Update program elements, as appropriate, based on monitoring or performance evaluations.**

The SSMP and its elements will be updated in accordance with the results of system monitoring and staff recommendations. The Sewer System Management Plan and City policies will be revised, as needed, to facilitate the continued proper operation and maintenance of the City's infrastructure. Performance evaluations are continuous and includes all the elements of the program.

**(C) Modify the summary of the SSMP program, as appropriate, to keep it updated and accurate and available for audit at all times**

The City recognizes that continuous monitoring of the system will likely result in the need to modify the SSMP going forward. Through analysis and observations, it is the goal of the City to make adjustments to the SSMP to ensure accuracy of the program elements.

- (vii) **Overflow Emergency Response Plan – The dischargers shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan should include the following:**

**SEE**

**ATTACHMENT 'B' - OVERFLOW RESPONSE PLAN**

**ATTACHMENT 'C' - OVERFLOW SOP**

- (viii) **Fats, Oils, and Grease Control Program: Prepare and implement a grease, fat, and oil source control program to reduce the amount of these substances discharged to the sewer collection system. This plan shall include the legal authority to prohibit discharges to the system and identify measures to prevent SSOs caused by fats, oils, and grease blockages of sewers. The elements of an effective grease control program may include requirements to install grease removal devices (such as traps or, preferably, interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements.**

- (A) The grease control program shall identify sections of the sewer system subject to grease blockages and establish a cleaning maintenance schedule for each section.**

The City has a list of 'hot spots' that are subject to excess grease. These hot spots are cleaned bi-monthly. Additionally, all city lift station wet wells are pumped out and cleaned on a quarterly schedule.

- (B) The program shall develop and implement source control measures, for all sources of grease and fats discharged to the sewer system, for each section identified in (A) above.**

Source control measures for each section of line identified in (A) above will consist of:

- Distribution of the City's FOG Control Program elements for FSE's;
- FSE's will be required to install grease control devices;
- FSE operators have successfully implemented BMPs that successfully eliminate and control grease.

**(ix) System Evaluation and Capacity Assurance Plan: Prepare and implement a capital improvement plan that will provide hydraulic capacity of key sewer system elements under peak flow conditions.**

**(A) Evaluation: Steps to evaluate those portions of the collection system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events.**

The City has completed its Sewer Master Plan which incorporates a hydraulic analysis of the system and plans for increasing capacity for those lines found unable to handle future master planned flows. The current system capacity is able to handle, without problem, the current dry weather and wet weather peak sewer flows.

**(B) Capacity Enhancement Measures: Establish a short and long-term capital improvement program to address identified hydraulic deficiencies including prioritization, alternatives analysis, and schedules.**

The Sewer Master Plan did not identify any capacity related deficiencies. No improvements are required in the short term and long-term improvements will be planned according to development and metered sewer flows. During the design stage of each project, alternative designs will be considered.

- (C) Plan Updates: The plan must be updated, at a minimum annually, to describe any significant change in proposed actions and/or implementation schedules. The updates should include available information on the performance of measures that have been implemented.**

The City will be updating its Sewer Master Plan as needed, as determined by the City's CCTV inspection program.

- (x) SSMP Program Audits – As part of the SSMP, the permittee shall conduct an internal audit, appropriate to the size of the system and the number of overflows, and submit a report of such audit, evaluating the SSMP and its compliance with this subsection, including its deficiencies and steps to respond to them.**

The City will perform an internal audit evaluating its SSMP and its compliance with the WDR on a regular basis as required by the WDR. The City Council has directed staff to update this SSMP document continuously and bring the changes back for Council approval as required or needed.

- (xi) Communications – The discharger should communicate on a regular basis with interested parties on the implementation and performance of its SSMP. The communication system should allow interested parties to provide input to the discharger as the program is developed and implemented.**

The Public Works Department will provide interested parties with status updates on the implementation of the components of the SSMP and will also consider comments made by interested parties.

## ATTACHMENT 'A'

This section of the SSMP identifies City staff that are responsible for implementing the SMMP, responding to SSO events, and meeting the SSO reporting requirements.

### 2.1 General Responsibilities

**Public Works Director:** Under broad direction of the City Manager, performs complex supervisory, administrative and professional work in planning, organizing, directing, and supervising the Public Works Department, including wastewater collection systems.

**Deputy PW Director/City Engineer:** Acts as project manager on capital improvement projects, including sewer projects. Prepares plans, specifications, and cost estimates. Coordinates and confers with wastewater division on sanitary sewer system issues. Confers with contractors, consultants, and public on engineering and construction matters.

**Environmental Services Manager:** Under general direction of the Public Works Director, manages, plans, coordinates, and participates in the work of staff and consultants responsible for providing work in the Wastewater Division and in related areas in the Department. Performs highly skilled and technical tasks relative to wastewater collection system management and the implementation and management of source control and storm water related programs. Also, implements sewer service charge, revenue, and compliance programs and studies; oversees compliance with environmental permits required of the Public Works Department. Performs a variety of tasks in the coordination, planning, and organizing of wastewater system capital improvement projects and contract operations.

**Water Resources Inspector:** Under direction, plans, coordinates and participates in the work of staff and consultants responsible for providing work in the wastewater division and in the water environment field for the facilities and programs managed by the Public Works Department. Conditions development plans relative to acceptable design of wastewater, pretreatment, and storm water systems; Implements and oversees comprehensive programs for wastewater pretreatment, non-industrial point source sampling, NPDES storm water permit compliance monitoring and pollution prevention, including Fats, Oil, and Grease program.

**Wastewater Maintenance Lead:** Under general supervision, plans, coordinates, lead and participate in the field and contract operations of the wastewater division. Perform highly skilled and technical tasks in the construction, repair, and maintenance of wastewater collection and pumping systems. Also, provides field supervision and training to less-experienced personnel. Performs a variety of tasks in the planning and organizing of wastewater system capital improvement projects.

**Wastewater Maintenance II:** Performs a variety of tasks related to the preventive maintenance, inspection, and repair of wastewater collection system and appurtenances; reports finding, participates in preventive and corrective maintenance programs. Participates and assists in the construction, rehabilitation, and/or upgrade of wastewater collection systems and appurtenances including contractual and capital improvement projects; coordinates with other divisions and agencies as assigned. Also operates, maintains, and repairs heavy equipment, closed circuit television camera and associated components, chemical grouting equipment, portable generators, pumps, motors, portable flow monitoring and sampling equipment, controls, sensors, meters, tools, and miscellaneous equipment related to collection system safety, operation, and maintenance.

**Wastewater Maintenance I:** Under direct supervision, participates in the field and contract operations of the wastewater division. Participates and assists in the construction, rehabilitation, and/or upgrade of wastewater collection systems and appurtenances including contractual and capital improvement projects; coordinates with other divisions and agencies as assigned. Also operates, maintains, and repairs heavy equipment, closed circuit television camera and associated components, chemical grouting equipment, portable generators, pumps, motors, portable flow monitoring and sampling equipment, controls, sensors, meters, tools, and miscellaneous equipment related to collection system safety, operation, and maintenance.

## **2.2 Authorized Representative**

The authorized representative in all wastewater collection system matters is the Public Works Director. The Public Works Director and the Wastewater Superintendent are authorized to certify electronic spill reports submitted to the SWRCB. The Environmental Services Manager and the Water Resources Inspector are authorized to submit SSO reports to the appropriate government agencies.

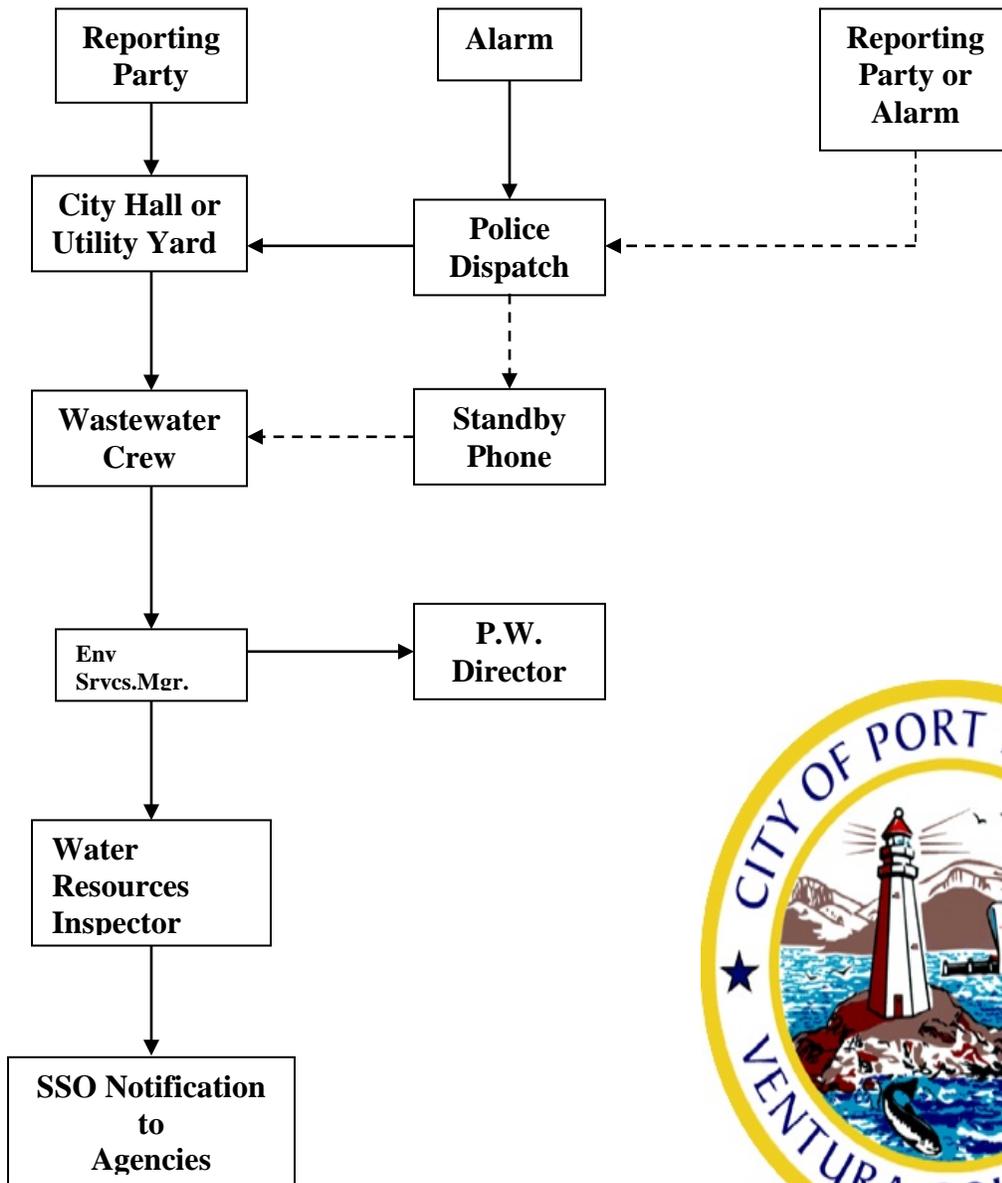
## **2.3 SSO Reporting**

### **Contact Numbers for SSO Reporting**

<b>Contact</b>	<b>Telephone Number</b>
City Hall	<b>(805) 986-6500</b>
Police Dispatch	<b>(805) 986-6530</b>
Public Works Director	<b>(805) 986-6506</b>
Environmental Services Manager	<b>(805) 986-6556</b>
Wastewater Division Admin	<b>(805) 986-6561</b>
Wastewater Standby phone	<b>(805) 797-0161</b>
Water Resources Inspector	<b>(805) 986-6661</b>

**Normal Business Hours**

**After Hours**

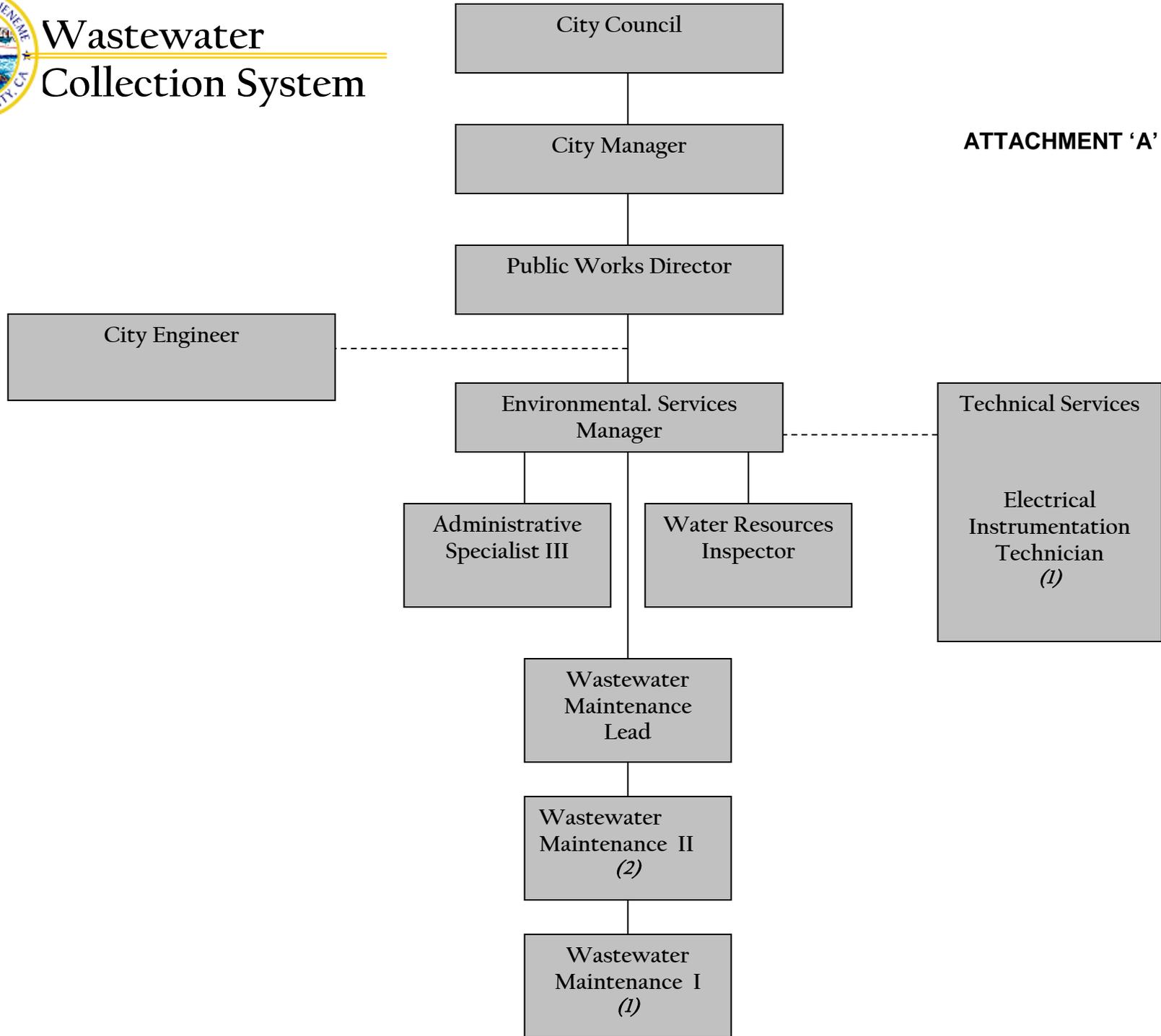


## **2.4 Names and Phone Numbers of Sewer Staff**

<b>Position</b>	<b>Name</b>	<b>Telephone Number</b>
Public Works Director	Chris Theisen	O: (805) 986-6519
Deputy PW Director/City Engineer	Kit Nell	O: (805) 986-6658 C: (805) 947-6822
Environmental Services Manager	Fred Camarillo	O: (805) 986-6556 C: (805) 797-0165
Wastewater Lead	Brian Fomenko	C: (805) 797-0157
Wastewater Maint. II	Donnie Phillips Jim Stem	C: (805) 797-0076 C: (805) 290-9505
Wastewater Maint. I	Guillermo Munoz	O: (805) 986-6561
Water Resources Inspector	Vacant	O: (805) 986-6661 C: (805) 290-9637
Admin. Assistant III	Karen Koditek	O: (805) 986-6561



# Wastewater Collection System



## ATTACHMENT 'B'

### SANITARY SEWER OVERFLOW RESPONSE PLAN

#### I. PURPOSE

The City of Port Hueneme (COPH) has structured this Sanitary Sewer Overflow Response Plan to satisfy requirements as outlined in State Water Resources Control Board Order No. 2006-003.

#### II. GENERAL

The Sanitary Sewer Overflow Response Plan (SSORP) is designed to define appropriate actions to be taken upon notification of a possible sanitary sewage overflow caused by problems within the municipally owned sewer system. The COPH shall dispatch the appropriate crews to investigate the possible overflow, identify the responsible party, and provide appropriate customer service to minimize the effects of the overflow on public health and quality of surface waters. The SSORP further includes provisions to ensure that notification and reporting is made to the appropriate local and state agencies.

##### A. Objectives

The primary objectives of the SSORP are to:

- Protect public health and the environment, and
- Satisfy the requirements of regulatory agencies and waste discharge permits which address procedures for managing sanitary sewer overflows.

Additional objectives of the SSORP are to:

- Provide appropriate customer service, protect the wastewater treatment plants, collection system, personnel and
- Protect property from overflows resulting from problems within a publicly owned sanitary sewage system

The key elements of the SSORP are:

Section I	Purpose
Section II	General
Section III	Overflow Response Procedure
Section IV	Regulatory Agency Notification Procedure
Section V	Distribution and Maintenance of SSORP

### III. OVERFLOW RESPONSE PROCEDURE

The Sanitary Sewer Overflow Response Procedure presents a strategy to mobilize labor, materials, tools and equipment to correct or repair any condition, which may cause or contribute to an un-permitted discharge from a publicly owned sanitary system. A wide range of potential system failures is considered by the plan. Being prepared to respond to system failures may lessen the effect of overflows to surface waters, land, or buildings.

#### A. Receipt of Information Regarding an SSO

Overflows may be detected in a variety of ways. The Wastewater Division is primarily responsible for receiving phone calls from the public notifying of possible overflows from the wastewater conveyance system. After hours and weekend calls are reported to the City police dispatch unit.

Emergency response shall be available 24 hours per day, 365 days of the year.

1. The person receiving the call from the public will obtain all relevant information available regarding the possible overflow including:
  - a. Time and date call was received;
  - b. Specific location and/or address of possible overflow;
  - c. Description of problem; and
  - d. Caller's name and call back phone number.
2. Pump station failures are monitored and received by the City of Port Hueneme Police Dispatch unit. The dispatcher on duty shall convey all information regarding alarms to the Wastewater division to initiate the investigation (during normal business hours all calls shall go to extension 561. After hours calls shall go to the standby phone at 797-0161)
3. Sanitary sewer overflows detected by any personnel in the course of their normal duties shall be reported to the Environmental Services Manager. Dispatched personnel should record all relevant overflow information and report back information to the Environmental Services Manager. The Environmental Services Manager may direct additional equipment or contracted services as necessary.
4. A sewer inspection or sewer overflow report should be completed within 24 hours of the responding crew confirmation of an overflow. The Environmental Services Manager is responsible for reviewing, updating, and submitting the final sewer inspection or overflow report form to the proper agencies, which may include but is not limited to Office of Emergency Services, Ventura County Health Department, Los Angeles Regional Water Quality Control Board and California Integrated Water Quality System (CIWQS).

## **B. Dispatch of Appropriate Crews**

Failure of any element within the COPH owned and operated wastewater conveyance system that threatens to cause or causes a sanitary sewage overflow will trigger a response to isolate and correct the problem. Crews and equipment shall be available to respond to any location(s). Crews will be dispatched to any site of a reported overflow as soon as possible.

### Dispatching Crews

1. Upon receipt of a report of a sewage overflow, all response crew members shall proceed to the Utility Services maintenance facility where they will gather all necessary equipment and resources before proceeding to the site.
2. Additional Resources
  - Requests for additional personnel, material, supplies, and equipment from response crews shall be received by the response crew leader and conveyed to COPH.
3. Preliminary Assessment of Damage to Private and Public Property
  - The response crews should use discretion in assisting property owners/occupants who are affected by a SSO. Be aware that the COPH could face increased liability for any further damages inflicted to private property during such assistance. Appropriate photographs and video footage, if possible, should be taken of the area of the SSO and impacted area, allowing for thorough documentation of the nature and extent of the impact. Photographs or videotape are to be forwarded to the Environmental Services Manager for filing with the inspection/overflow report.
4. Coordination with Hazardous Material Response
  - Upon arrival at the scene of a SSO, should a suspicious substance (e.g., oil sheen, foamy residue) be found on the ground surface, or should a suspicious odor (e.g., gasoline) not common to the sewer system be detected, response crew leader should contact the local fire department. The response crew leader shall await the arrival of the local fire department.
  - After arrival of the local fire department, response crew members will take direction from the commanding officer of the local fire department. Only when the commanding officer determines it is safe and appropriate for the response crew members to proceed, can containment, clean-up, and corrective activities be performed in accordance with the SSORP.
  - Remember that vehicle engines, portable pumps, or open flames (e.g., cigarette lighters) can provide the ignition for an explosion or fire should flammable vapors or fluids be present at the site. Maintain a safe distance and observe caution until and after assistance arrives.

### **C. Overflow Correction, Containment, and Clean-Up**

Blocked sewers, pipe failures, or mechanical malfunctions can cause sanitary sewage overflows. Other natural and man-made disturbances are also possible causes of sanitary sewer overflows.

This section describes specific actions to be performed by response crews during an SSO.

The objectives of these actions are to:

- Determine the apparent cause of the overflow, for example whether the cause lies in the publicly owned sewer or a private lateral,
- Protect public health, the environment, and property by minimizing SSO impacts as soon as possible;
- Establish perimeters with appropriate barricades and control zones;
- Communicate preliminary overflow information and potential impacts as soon as practical to the regulatory agencies, and
- Contain the SSO to the maximum extent possible including preventing the discharge of sanitary sewage into surface waters.

#### **1. Responsibilities of Response Crew Upon Arrival**

It is the responsibility of the first personnel who arrive at the site of a sanitary sewer overflow to protect the health and safety of the public by mitigating the impact of the overflow to the extent possible. Should the overflow not be the responsibility of the COPH, but there is imminent danger to public health, public or private property, or to the waters of the U. S., then prudent action should be taken until the responsible party assumes control and provides remedial actions.

Upon arrival at a SSO the response crew should do the following:

- Determine the cause of the sanitary sewer overflow,
- If necessary, identify and request additional resources to correct the overflow or to determine its cause,
- Appropriate personnel, materials, supplies, and/or equipment which can-be dispatched to minimize the impact of the overflow.

#### **2. Initial Measures for Containment**

Initiate measures to contain the SSO, thereby minimizing impact to public health or the environment.

### 3. Additional Measures Under Potentially Prolonged Overflow Conditions.

In the event of a prolonged sewer line blockage or a sewer line collapse, a determination should be made to set up a portable by-pass pumping operation around the obstruction.

- Appropriate measures shall be taken to effectively handle the sewage flow.
- Continuous or periodic monitoring shall be implemented as required.
- Regulatory agency issues shall be addressed in conjunction with emergency repairs.

### 4. Cleanup

Sewer overflow sites are to be promptly cleaned to the highest degree possible after an overflow. No readily identifiable residue is to remain in the area of the SSO.

- The SSO site is to be secured to prevent access to the site by the public until the site has been thoroughly cleaned.

- Where practical, the area is to be thoroughly flushed and cleaned of any sewage or wash-down water. Solids and debris are to be transported for proper disposal

## **D. Overflow Report**

An overflow report shall be completed by the response personnel who shall promptly notify the Environmental Services Manager when the overflow is eliminated.

To properly complete an overflow report:

- Determine if the SSO may have impacted the surface waters.
- Characterize the SSO by evaluating the following:
  - a. Sewage overflows to stormwater system,
  - b. Preplanned or emergency maintenance jobs involving bypass pumping,
  - c. Overflows where observation or on-site evidence clearly indicates all sanitary sewage was retained on land and did not reach surface water and where cleanup occurs, and
  - d. Any other pertinent information relating to each individual SSO.
- Use one of the following criteria to estimate the start date/time of the SSO:

- a. Information reported to COPH and later substantiated by a sewer investigator (or response crew, or
  - b. Visual observation.
- Use one of the following criteria to estimate the end date/time of the SSO:
  - a. When the blockage is cleared or flow is controlled or contained; or
  - b. The arrival time of the sewer investigator or response crew, if the overflow stopped between the time it was reported and the time of arrival.
- Estimate the flow rate of the SSO in gallons per minute (GPM) by:
  - a. Direct observations of the overflow or;
  - b. Estimated measurement of actual overflow.
- Estimate the volume of the sanitary sewer overflow when rate of overflow is known by:
  - a. Multiplying the duration of the overflow by the overflow rate.
- Photograph the event.
- Describe any damage to the exterior areas of public/private property.

#### **IV. REGULATORY AGENCY NOTIFICATION PLAN**

The Regulatory Agency Notification Plan establishes procedures that the COPH shall follow to provide formal notice as necessary in the event of SSOs. The following reporting criteria explain to whom various forms of notification should be sent to, and lists agencies/individuals to be contacted.

**Notification Procedure:**

The COPH should notify the county regulatory agency representatives as soon as possible and keep them abreast of response actions and final corrective actions.

Notification will be by telephone or by fax no later than twenty-four (24) hours or the next working day after an overflow is confirmed.

## **V. DISTRIBUTION AND MAINTENANCE OF SSORP**

Annual updates to the SSORP should be made to reflect all changes in policies and procedures as may be required to achieve its objectives.

### **A. Submittal and Availability of SSORP**

Copies of the SSORP and any amendments should be distributed to the following departments and functional positions:

Public Works Department – one copy.

Maintenance Division – One copy per operations management personnel.

All other personnel who may become incidentally involved in responding to overflows should be familiar with the SSORP. Appended to the SSORP should be a sign off sheet that states that they have read and completely understand the SSORP.

### **B. Review and Update of SSORP**

The SORP should be reviewed and amended as appropriate. The COPH should:

- Up-date the SSORP with the issuance of a revised or new NPDES permit or state waste discharge permit.
- Review and up-date, as needed the various contact person lists included in the SSORP.

## Attachment 'C'

### Standard Operating Procedure

#### Port Hueneme

#### Collection System Overflow

**Purpose:** To ensure collections system spills are corrected and cleaned in a timely manner and to ensure the correct agencies are notified.

1. When receiving a report from the police department of a collection system spill or overflow the following must be recorded.

- Name and call back number of person reporting spill or overflow.
- Spill or overflow location and the nearest cross street.
- Date and time of customer call.

2. Responding to the spill or overflow.

- Respond to the spill or overflow using the jetter truck.
- Locate the overflowing manhole and set traffic control. The objective is to safely route traffic around the spill while allowing space to safely clean the line.
- Locate nearest storm drain and isolate, if at all possible do not let any of the spill into storm drain.
- Open the manhole down stream of the overflowing manhole.
- Using the vacuum truck, jet the line to remove blockage and debris.
- **Note if spill entered a storm drain or water way.**
- **Estimate the volume of the spill.**

3. Cleaning up

- Follow the flow of the spill and look for standing water.
- Using personal protective gear (rubber gloves) spread Bleach over the affected area at a rate of 5 gallons per 1000 gallons spilled.
- Using the pressure washer on the jetter truck, rinse away the bleached area while vacuuming disinfected water. **Do Not Let Any Bleached Water in Storm Drain.**
- If necessary remove standing water using a selected vacuum truck service.

4. Notification – as soon as possible notify the following agencies

- On a weekday with in 24 hours notify all proper personnel (see spill report).
- On a weekend if the spill entered a storm drain or more then 500 gallon (not entering storm drain) notify all proper personnel (see spill report).

- **OES requires verbal notification immediately.**  
*Note: After gathering information about the spill OES will provide a control number. Record this control number on the upper right of prop 65 form.*
- **County Environmental Health phone and fax prop 65 forms.**
- **SWRCB phone, inform of situation, and fax paper work.**
- If the spill reaches a **storm drain** or flows directly to the **Ocean** notify all of the following agencies.

OES	Phone 800 852-7550 Fax 916 845-8910
County Environmental Health spill line	Phone 805 320-6244 Pager 805 655-9181 Fax 805 654-2480
SWRCB	Phone 213 576-6720 Fax 213 620-6140 Phone 213 576-6665 Fax 213 576-6660

**RESOLUTION NO. \_\_\_**

**A RESOLUTION ADOPTING THE REVISED CITY OF PORT HUENEME'S SEWER SYSTEM MANAGEMENT PLAN AS RECOMMENDED BY THE STATE WATER RESOURCES CONTROL BOARD.**

The City Council of the City of Port Hueneme does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

- A. On May 2, 2006, the State Water Resources Control Board adopted Order No. 2006-003 DWQ, which constitutes the new waste Discharge Requirements (WDR) mandating that cities develop and implement a Sewer System Management Plan (SSMP);
- B. While the City Council adopted the SSMP pursuant to the Board Order on **October** 17, 2007, the SSMP must be updated every five years to include any significant program changes
- C. This Resolution is intended to certify the updated SSMP; and
- D. The revised SSMP, attached as Exhibit "A," incorporated by reference, constitutes the City of Port Hueneme's SSMP.

SECTION 2: Adopting this Resolution is categorically exempt from additional environmental review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA Guidelines (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*). The SSMP is categorically exempt in accordance with CEQA Guidelines § 15301 to the extent that it applies to existing sanitary sewer collection systems that constitute "existing facilities" as that term is used in CEQA Guidelines §§ 15301 and 15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

SECTION 3: Pursuant to Board Order No. 2006-03 DWQ, the City Council adopts the revised Plan.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Douglas Breeze, Mayor

ATTEST:

\_\_\_\_\_  
Michele Kostenuik, City Clerk

APPROVED AS TO FORM:  
MARK D. HENSLEY, City Attorney

By: \_\_\_\_\_  
Karl H. Berger, Deputy City Attorney



# City of Port Hueneme

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## COUNCIL AGENDA STAFF REPORT

**TO:** City Council

**FROM:** Chris Theisen, Public Works Director

**SUBJECT:** RESOLUTION APPROVING THE CITY'S INCLUSION INTO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY BEVERAGE CONTAINER RECYCLING PAYMENT PROGRAM

**DATE:** May 16, 2016

### **RECOMMENDATION:**

It is recommended the City Council adopt the attached Resolution approving the City's inclusion into the Department of Resources Recycling and Recovery Beverage Container Recycling Program (CalRecycle).

### **BACKGROUND/ANALYSIS:**

In 1986, the California Beverage Container Recycling and Litter Reduction Act was enacted by the State legislature.

The intent of the Legislature was to encourage increased, and more convenient, beverage container redemption opportunities for all consumers. These redemption opportunities consist of dealers and other shopping center locations, independent and industry operated recycling centers, curbside programs, and other recycling systems that assure all consumers, in every region of the state, the opportunity to return beverage containers conveniently, efficiently, and economically.

The goal of CalRecycle's beverage container recycling program is to reach and maintain an 80 percent recycling rate for all California Refund Value beverage containers - aluminum, glass, plastic and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

Eligible activities include, but are not limited to: new or existing curbside recycling programs, neighborhood drop-off recycling programs, public education promoting beverage container recycling, and litter reduction and cleanup where the waste stream includes beverage containers that will be recycled.

**RESOLUTION APPROVING THE CITY'S INCLUSION INTO THE  
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY BEVERAGE  
CONTAINER RECYCLING PAYMENT PROGRAM**

**May 16, 2016**

**Page 2**

The City currently performs program elements that are eligible to continue to receive payment through the program.

Each agency that wishes to be eligible for continued payment under the program must submit a resolution passed by their governing board.

**FISCAL IMPACT:**

The fiscal effect of the action, if taken as recommended, is estimated revenue of \$6,000 for FY 2015-16.

**Attachments:**

- 1.) Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORT HUENEME AUTHORIZING SUBMITTAL OF  
APPLICATION FOR PAYMENT PROGRAMS AND RELATED  
AUTHORIZATIONS**

**WHEREAS**, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

**WHEREAS**, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

**NOW, THEREFORE, BE IT RESOLVED** that, the City of Port Hueneme is authorized to submit an application to CalRecycle for any and all payment programs offered; and

**BE IT FURTHER RESOLVED** that the Public Works Director, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

**BE IT FURTHER RESOLVED** that this authorization is effective until rescinded by the Signature Authority or this governing body.

**PASSED, APPROVED, AND ADOPTED** this 16th day of May 2016.

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**DOUGLAS A. BREEZE**  
**MAYOR**

**ATTEST:**

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**MICHELE KOSTENUIK**  
**CITY CLERK**

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

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**MARK D. HENSLEY  
CITY ATTORNEY**

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**JOHN BAKER  
CITY MANAGER**



# City of Port Hueneme

## COUNCIL AGENDA STAFF REPORT

**TO:** City Council

**FROM:** Chris Theisen, Public Works Director

**SUBJECT:** AWARD FUEL PURCHASE CONTRACT FOR CITY OPERATED VEHICLES AND EQUIPMENT

**DATE:** May 16, 2016

### **RECOMMENDATION:**

It is recommended the Council authorize the Public Works Director to award a Fuel Purchase Contract (three year contract beginning July 1, 2016 with two optional one-year extensions) to SC Fuels, the lowest responsible bidder.

### **BACKGROUND/ANALYSIS:**

The City operates its own fuel tanks at the Public Works-Surfside facility. The fuel is used to power City vehicles and power equipment. The capacity of the City's fuel tanks (2,000 gallon diesel and 4,000 gallon gasoline) requires that the City purchase fuel on a weekly basis. Fuel is also provided for backup generators at various City sites.

The City Council authorized staff to solicit bids on March 7, 2016 for this contract. Bids were received and opened on April 7, 2016, and are summarized as follows:

<b><u>Supplier</u></b>	<b><u>Markup Over Daily Rack Average (Cents)</u></b>
SC Fuels	.118
Merrimac Energy Group	.38

The low bid, based on markup over daily rack average was submitted by SC Fuels of Camarillo, California. SC Fuels has met the bid requirements and staff recommends the fuel contract be awarded to SC Fuels.

### **FISCAL IMPACT:**

For FY 2016-17, the Public Works Fleet budget, if approved, will include \$205,000 for fuel purchases. From this amount, \$185,000 will be allocated for the

**AWARD FUEL PURCHASE CONTRACT FOR CITY OPERATED VEHICLES  
AND EQUIPMENT**

**May 16, 2016**

**Page 2**

fuel delivery contract and \$20,000 will be allocated to Tesoro Fleet Services (USA Gas Station) where the City has a commercial charge account for all City vehicles that are required to fuel off-site due to emission regulations. This is a multi-year contract with two optional one-year extensions, therefore, funds will be recommended to be included in the budget in future years.

**Attachments:**

- 1.) Bid Results
- 2.) Fuel Contract





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

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

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

**1. INDEPENDENT CONTRACTOR:**

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

**2. SERVICES TO BE PERFORMED BY CONTRACTOR:**

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

**3. INVOICING:**

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

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

The City does not pay interest on late payments.

**4. TAXES:**

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

5. **NON-ASSIGNABILITY:**

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

6. **TERM:**

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

7. **CANCELLATION OF CONTRACT:**

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

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

8. **NON-EXCLUSIVITY:**

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

9. **EMERGENCY PURCHASES:**

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

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

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

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

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

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

**11. INDEMNIFICATION AND HOLD HARMLESS:**

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

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

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

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

**12. INSURANCE REQUIREMENTS:**

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

**13. NON-DISCRIMINATION:**

**a. General**

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

**b. Employment**

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

**14. INVESTIGATION AND RESEARCH:**

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

**15. CONTRACT MONITORING:**

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

**16. ADDENDA:**

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

**17. CONFLICT OF INTEREST:**

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

**18. CONFIDENTIALITY:**

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

**19. NOTICES:**

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

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

**To Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**20. FORCE MAJEURE:**

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

**21. MERGER CLAUSE:**

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

**22. GOVERNING LAW:**

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

**23. SEVERABILITY OF CONTRACT:**

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

**24. CUMULATIVE REMEDIES:**

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

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

**FOR CONTRACTOR**

Name: (Insert Firm's Complete Name)  
Address: (Insert Street Address)  
(Insert City, State, Zip Code)  
Telephone: (Insert Firm's Phone Number)  
Fax: (Insert Firm's Fax Number)  
Federal Tax Identification No. (Insert Firm's Federal Tax Id. No.)  
City of Port Hueneme Business License No. (Insert Firm's Business License No.)

By: \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*(Print Name and Title)*

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

By: \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*(Print Name and Title)*

**FOR CITY OF PORT HUENEME**

By: \_\_\_\_\_  
John Baker, Interim City Manager

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

**ACKNOWLEDGMENT FORM**

State of California )

County of \_\_\_\_\_ )

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

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

**ACKNOWLEDGMENT FORM**

State of California )

County of \_\_\_\_\_ )

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

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

## EXHIBIT "A"

### 1. CONTRACTOR RESPONSIBILITIES:

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

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

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

### 2. PREFERRED CUSTOMER STATUS:

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

### 3. RECORD KEEPING:

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

### 4. COMPLIANCE WITH LAWS:

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

### 5. ILLEGALITY OF FUELS:

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

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

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

7. **LOWER PRICES:**

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

8. **MATERIAL SAFETY DATA SHEETS:**

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

**EXHIBIT "B"**

**Specifications for Regular Unleaded Gasoline**

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

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

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

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

EXHIBIT "C"

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

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

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

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

**EXHIBIT "D"**

**Locations of Stand-by Generators**

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

**EXHIBIT "E"**

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

The mark-up for this contract is \$ \_\_\_\_\_

**CITY OF PORT HUENEME:**

**CONTRACTOR:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
John Baker, Interim City Manager

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT "F"

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

<u>ACORD</u> J CERTIFICATE OF LIABILITY INSURANCE		Date (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	

**COVERAGES**

**THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOT WITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS															
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRANCE  GEN'L AGGREGATE LIMIT APPLIES PER: <table border="1"> <tr> <td>POLICY</td> <td>PROJECT</td> <td>LOCATION</td> </tr> </table>	POLICY	PROJECT	LOCATION				<table border="1"> <tr> <td>EACH OCCURRENCE</td> <td>\$</td> </tr> <tr> <td>Fire Damage (Any one time)</td> <td>\$</td> </tr> <tr> <td>Med Exp (Any one person)</td> <td>\$</td> </tr> <tr> <td>Personal &amp; Adv Injury</td> <td>\$</td> </tr> <tr> <td>General Aggregate</td> <td>\$</td> </tr> <tr> <td>Products-Comp/Op AGG</td> <td>\$</td> </tr> </table>	EACH OCCURRENCE	\$	Fire Damage (Any one time)	\$	Med Exp (Any one person)	\$	Personal & Adv Injury	\$	General Aggregate	\$	Products-Comp/Op AGG	\$
POLICY	PROJECT	LOCATION																		
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	AUTOMOBILE LIABILITY				<table border="1"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td>\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td>\$</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td>\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per accident)	\$	BODILY INJURY (Per person)	\$									
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BODILY INJURY (Per accident)	\$																			
BODILY INJURY (Per person)	\$																			
	NON-OWNED AUTOS																			
	ANY AUTO																			

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

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

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

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

CERTIFICATE HOLDER      ADDITIONAL INSURED; INSURER LETTER:      CANCELLATION

<p>CERTIFICATE HOLDER</p> <p>CITY OF PORT HUENEME PUBLIC WORKS DEPARTMENT 250 North Ventura Road PORT HUENEME, CA 93041</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL * 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.</p>
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POLICY NUMBER:      BUSINESS AUTO

THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY

ADDITIONAL INSURED  
This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

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

City of Port Hueneme

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

POLICY NUMBER:

COMMERCIAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

SCHEDULE

Name of Person or Organization:

City of Port Hueneme

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

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

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

Reproduction of Insurance Services Office, Inc. Form

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

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

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**SCHEDULE**

Name of Organization

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

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

**Modifications to ISO form CG 20 10 11 85:**

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

\_\_\_\_\_  
Signature-Authorized Representative

\_\_\_\_\_  
Address

**CG 20 10 11 85**

Insurance Services Office, Inc. Form (Modified)