



VENTURA PORT DISTRICT BOARD OF PORT COMMISSIONERS

Everard Ashworth, Chairman
Brian Brennan, Vice Chairman
Jim Friedman, Secretary
Chris Stephens, Commissioner

Oscar Peña, General Manager
Timothy Gosney, Legal Counsel
Jessica Rauch, Clerk of the Board

PORT COMMISSION AGENDA REGULAR MEETING MAY 9, 2018 AT 7:00PM VENTURA PORT DISTRICT OFFICE 1603 ANCHORS WAY DRIVE, VENTURA, CA

*A Closed Session of the Board will be held at **6:00PM** at the Port District Office located at 1603 Anchors Way Drive, Ventura, CA, to discuss the items on the Attachment to Agenda- Closed Session Conference with Legal Counsel.*

*The Board will convene in **Open Session** at the Port District Office located at 1603 Anchors Way Drive for its Regular Meeting at **7:00PM**.*

ADMINISTRATIVE AGENDA:

CALL TO ORDER: *By Chair Everard Ashworth*

PLEDGE OF ALLEGIANCE: *By Chair Everard Ashworth.*

ROLL CALL: *By the Clerk of the Board.*

ADOPTION OF AGENDA (3 minutes)

Consider and approve, by majority vote, minor revisions to agenda items and/or attachments and any item added to, or removed/continued from the Port Commission's agenda. Administrative Reports relating to this agenda and materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the Port District's office located at 1603 Anchors Way Drive, Ventura, CA during business hours as well as on the District's website - www.venturaharbor.com. Each item on the agenda shall be deemed to include action by an appropriate motion, resolution or ordinance to take action on any item.

APPROVAL OF MINUTES (3 minutes)

The Minutes of the April 25, 2018 Regular Meeting will be considered for approval.

PUBLIC COMMUNICATIONS (3 minutes)

The Public Communications period is set aside to allow public testimony on items not on today's agenda. Each person may address the Commission for up to three minutes or at the discretion of the Chair.

CLOSED SESSION REPORT (3 minutes)

Closed Sessions are not open to the public pursuant to the Brown Act. Any reportable actions taken by the Commission during Closed Session will be announced at this time.

BOARD COMMUNICATIONS (5 minutes)

Port Commissioner's may present brief reports on port issues, such as seminars, meetings and literature that would be of interest to the public and/or Commission, as a whole. Port Commissioner's must provide a brief summary and disclose any discussions he or she may have had with any Port District Tenants related to Port District business.

STAFF COMMUNICATIONS (5 minutes)

Ventura Port District Staff will update the Commission on important topics if needed.

LEGAL COUNSEL REPORT (5 minutes)

PROCLAMATION COMMEMORATING THE 50 ANNIVERSARY OF ISLAND PACKERS

CONSENT AGENDA: (5 minutes)

Matters appearing on the Consent Calendar are expected to be non-controversial and will be acted upon by the Board at one time, without discussion, unless a member of the Board or the public requests an opportunity to address any given item. Approval by the Board of Consent Items means that the recommendation is approved along with the terms set forth in the applicable staff reports.

A) Approval of New Retail Lease Agreement for Mermaid Gallery

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve a new Retail Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Tina O'Brien dba Mermaid Gallery for the premises located at 1575 Spinnaker Drive #107B consisting of a total of 656 square feet for a three (3) year term with a two (2) year option.

B) Approval of New Retail Lease Agreement for Harbor Village Gallery & Gifts

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve a new Retail Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Harbor Village Gallery & Gifts for the premises located at 1559 Spinnaker Drive #106 consisting of a total of 773 square feet for a two (2) year term.

C) Approval of Out of Town Travel Request

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve the out of town travel request for Marketing Manager, Jennifer Talt-Lundin.

D) Approval of Third Amendment to Pre-Option Agreement for Parcels 5 and 8 Development

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve the Third Amendment to Pre-Option Agreement between the Ventura Port District and H. Parker Hospitality for the development of Parcels 5 and 8.

STANDARD AGENDA:

1) Update on Anchors Way Drive Modifications

Recommended Action: Informational.

That the Board of Port Commissioners receive an update from Michael Sondermann on the City approved plans for the Anchors Way Drive modifications.

2) Examination of the Fish Pier Concrete Cores

Recommended Action: Informational.

That the Board of Port Commissioners receive a report from John Moore with Noble Consultants on the condition of the Fish Pier.

3) Approval of Brandis Tallman LLC Agreement

Recommended Action: Voice Vote.

That the Board of Port Commissioners authorize the General Manager to enter into an agreement for placement agent services with Brandis Tallman LLC for the purpose of financing the demolition and new construction of the Ventura Harbor Village Marina docks C, B, G and H.

4) Rescind Resolution No. 3349 and Adopt Resolution No. 3350 Approving the MOU/CBA with Teamsters 186 Representing the Port District Courtesy Patrol Unit

Recommended Action: Roll Call Vote.

That the Board of Port Commissioners rescind Resolution No. 3349 and adopt Resolution No. 3350, approving the Memorandum of Understanding Collective Bargaining Agreement between the Ventura Port District and the International Brotherhood of Teamsters Local Union No. 186, representing all regular full-time employees classified as the Port District Courtesy Patrol.

REQUEST FOR FUTURE AGENDA ITEMS

ADJOURNMENT

This agenda was posted on Friday, May 4, 2018 by 5:00 p.m. at the Port District Office and online at www.venturaharbor.com - Port District Business - Meetings and Agendas.

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In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Ventura Port District at (805) 642-8538. Notification 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility.

(28 CFR 35.102.35.104 ADA Title II)

**ATTACHMENT TO PORT COMMISSION AGENDA
CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL**

WEDNESDAY, MAY 9, 2018

1. Conference with Real Property Negotiators - Per Government Code Section 54956.8:

- a) Property: **1575 Spinnaker Drive #107B**
Negotiating Parties: Oscar Peña, Brian Pendleton, Timothy Gosney
Under Negotiation: **Retail Lease Agreement for Tina O'Brien dba Mermaid Gallery**
- b) Property: **1559 Spinnaker Drive #106**
Negotiating Parties: Oscar Peña, Brian Pendleton, Timothy Gosney
Under Negotiation: **Retail Lease Agreement for Harbor Village Gallery & Gifts**
- c) Property: **Parcel 20**
Negotiating Parties: Oscar Peña, Brian Pendleton, Timothy Gosney
Under Negotiation: **Potential Assignment of Lease between Ventura Harbor Marine Associate, LLC and Prospective Assignee, Chris Chrysilios**
- d) Property: **1591 Spinnaker Drive #112**
Negotiating Parties: Oscar Peña, Brian Pendleton, Timothy Gosney
Under Negotiation: **Potential New Restaurant Lease with NoRu, Inc.**



BOARD OF PORT COMMISSIONERS

MAY 9, 2018

APPROVAL OF MINUTES

APRIL 25, 2018 MEETING

VENTURA PORT DISTRICT

BOARD OF PORT COMMISSIONERS MINUTES OF APRIL 25, 2018



The Regular Meeting of the Ventura Board of Port Commissioners was called to order by Chairman Everard Ashworth at 7:06PM at the Ventura Port District Administration Office, 1603 Anchors Way Drive, Ventura, CA 93001.

Commissioners Present:

Everard Ashworth, Chairman
Jim Friedman, Secretary
Chris Stephens

Commissioners Absent:

Brian Brennan, Vice Chairman

Port District Staff:

Oscar Peña, General Manager
Brian Pendleton, Deputy General Manager
Gloria Adkins, Accounting Manager
Joe Gonzalez, Facilities Manager
Frank Locklear, Marina Manager
Jennifer Talt-Lundin, Marketing Manager
Robin Baer, Property Manager
Richard Parsons, Consultant
John Higgins, Harbormaster
Jessica Rauch, Clerk of the Board

Legal Counsel:

Roland Trinh

AGENDA

CALL TO ORDER: By Chairman Everard Ashworth at 7:06PM.

PLEDGE OF ALLEGIANCE: By Commissioner Friedman.

ROLL CALL: Commissioner Brennan absent.

ADOPTION OF AGENDA

ACTON: Commissioner Stephens moved, seconded by Commissioner Friedman and carried by a vote of 3-0 to adopt the April 25, 2018 agenda.

APPROVAL OF MINUTES

The Minutes of April 11, 2018 Regular meeting were considered as follows:

ACTION: Commissioner Friedman moved, seconded by Commissioner Stephens and carried by a vote of 3-0 to approve the minutes of the April 11, 2018 regular meeting.

PUBLIC COMMUNICATIONS: None.

CLOSED SESSION REPORT: Mr. Trinh stated that the Board met in closed session; discussed and reviewed all items on the closed session agenda, with the exception of Item 2. Staff was given instructions on how to proceed as appropriate and there was no action taken that is reportable under The Brown Act.

BOARD COMMUNICATIONS: Commissioner Ashworth reported that he traveled to Sacramento to present on aquaculture to the Senate and Assembly. He also stated that the Port of San Diego would like to continue to partner with the District and VSE on aquaculture. On April 18th, the California Fish and Game Commission had a meeting and boat tour with the District he was able to attend.

STAFF COMMUNICATIONS: Mr. Peña reported that Mr. Sondermann will be presenting the road improvements at the May 9th Board meeting. He also reported that there is approximately 32% of the dry storage tenants left to vacate. Ms. Talt-Lundin announced the National Superhero Day event at Harbor Village on Saturday April 28th honoring our local and fictional superheroes.

LEGAL COUNSEL REPORT: None.

CONSENT AGENDA:

A) Approval of New Office Lease Agreement for Virtual Pacific Networks

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve a new Office Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Ron Baldonado dba Virtual Pacific Networks for the premises located at 1591 Spinnaker Drive #201 consisting of a total of 746 square feet for a one (1) year term.

ACTION: Commissioner Stephens moved, seconded by Commissioner Friedman and carried by a vote 3-0 to approve a new Office Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Ron Baldonado dba Virtual Pacific Networks for the premises located at 1591 Spinnaker Drive #201 consisting of a total of 746 square feet for a one (1) year term.

B) Approval of New Office Lease Agreement for Harbour Village Insurance Agency

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve a new Office Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Harbour Village Insurance Agency for the premises located at 1583 Spinnaker Drive #211 consisting of a total of 492 square feet for a three (3) year term with a two (2) year option.

ACTION: Commissioner Stephens moved, seconded by Commissioner Friedman and carried by a vote 3-0 to approve a new Office Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Harbour Village Insurance Agency for the premises located at 1583 Spinnaker Drive #211 consisting of a total of 492 square feet for a three (3) year term with a two (2) year option.

STANDARD AGENDA:

1) Update on Holiday Inn Express Expansion

Recommended Action: Informational.

That the Board of Port Commissioners receive an informational report from Harbor Island Hotel Group, L.P. regarding the expansion of the Holiday Inn Express.

ACTION: Victor Dollar, from Brighton Management updated the Commission on the new elements of the Holiday Inn Express expansion project.

2) Harbor Village Capital Projects and Funding Opportunities

Recommended Action: Informational.

That the Board of Port Commissioners receive an informational report from Brandis Tallman LLC regarding financing options for the Ventura Harbor Marina and Fish Pier.

ACTION: Mr. Brandis from Brandis Tallman LLC presented the financing options to the Board for the Ventura Harbor Marina and Fish Pier. He will return in May with a proposal for approval.

3) Approval of 2018 Lifeguard Services Contract

Recommended Action: Voice Vote.

That the Board of Port Commissioners authorize the General Manager to enter into a contract with State Parks to provide Lifeguard Services from mid-May 2018 through Labor Day 2018 at Harbor Cove and Surfers Knoll beaches for \$80,055.62.

ACTION: Commissioner Friedman moved, seconded by Commissioner Stephens and carried by a vote of 3-0 to authorize the General Manager to enter into a contract with State Parks to provide Lifeguard Services from mid-May 2018 through Labor Day 2018 at Harbor Cove and Surfers Knoll beaches for \$80,055.62.

AGENDA PLANNING GUIDE AND REQUEST FOR FUTURE AGENDA ITEMS: None.

ADJOURNMENT: The meeting was adjourned at 8:11PM.

Secretary



BOARD OF PORT COMMISSIONERS

MAY 9, 2018

CONSENT AGENDA ITEM A

APPROVAL OF NEW RETAIL LEASE
AGREEMENT FOR MERMAID GALLERY

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

CONSENT AGENDA ITEM A
Meeting Date: May 9, 2018

TO: Board of Port Commissioners
FROM: Robin Baer, Property Manager
SUBJECT: Approval of New Retail Lease Agreement for Mermaid Gallery
1575 Spinnaker Drive #107B

RECOMMENDATION:

That the Board of Port Commissioners approve a new Retail Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Tina O'Brien dba Mermaid Gallery for the premises located at 1575 Spinnaker Drive #107B consisting of a total of 656 square feet for a three (3) year term with a two (2) year option.

SUMMARY:

Tina O'Brien has been a tenant since July 2011. We have re-negotiated with this tenant who will now be signing a three-year term lease with a two year option.

BACKGROUND:

Her new branding and location has increased her revenues and she would like to continue improving her concept and sales with a longer lease term. She has been nicknamed by customers the "Mermaid Gallery" due to some of her mermaid paintings that have become not only popular but selling consistently. She also plans to emphasize the mermaid brand by offering more gift items highlighting this concept.

FISCAL IMPACT:

This new lease reflects current market rental rates for retail space in the complex. The annual occupancy cost for this tenant first year is approximately \$12,000.00. The minimum rent over the three year option terms are adjusted annually by a step increase.

ATTACHMENTS:

None.



BOARD OF PORT COMMISSIONERS

MAY 9, 2018

CONSENT AGENDA ITEM B

APPROVAL OF NEW RETAIL LEASE
AGREEMENT FOR HARBOR VILLAGE
GALLERY & GIFTS

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

CONSENT AGENDA ITEM B
Meeting Date: May 9, 2018

TO: Board of Port Commissioners
FROM: Robin Baer, Property Manager
SUBJECT: Approval of New Retail Lease Agreement for Harbor Village Gallery & Gifts
1559 Spinnaker Drive #106

RECOMMENDATION:

That the Board of Port Commissioners approve a new Retail Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Harbor Village Gallery & Gifts for the premises located at 1559 Spinnaker Drive #106 consisting of a total of 773 square feet for a two (2) year term.

SUMMARY:

Harbor Village Gallery & Gifts has been a tenant since 2016 in this location. They used to be at 1591 Spinnaker Drive from 2005 to 2016. They like their new location even more than the previous one and would like to sign a two year lease.

BACKGROUND:

Buenaventura Art Association (BAA) aka Harbor Village Gallery & Gifts is a foundational arts organization in Ventura. This institution is devoted to sustaining Ventura County's cultural character and artistic resources by developing visual artists in all stages of their careers. They also have exhibition spaces inside Community Memorial Hospital and EP Foster Library

FISCAL IMPACT:

This new lease reflects current market rental rates for retail space in the complex. The annual occupancy cost for this tenant first year is approximately \$10,116. The minimum rent over the two year terms are adjusted annually by a step increase.

ATTACHMENTS:

None.



BOARD OF PORT COMMISSIONERS

MAY 9, 2018

CONSENT AGENDA ITEM C

APPROVAL OF OUT OF
TOWN TRAVEL REQUEST

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

CONSENT AGENDA ITEM C

Meeting Date: May 9, 2018

TO: Board of Port Commissioners
FROM: Oscar F. Peña, General Manager
SUBJECT: Approval of Out of Town Travel Request

RECOMMENDATION:

That the Board of Port Commissioners approve the following out of town travel requests for:

- A) Marketing Manager, Jennifer Talt-Lundin to travel to San Diego, CA to participate in the California Travel Summit on May 30 – June 1, 2018. Attending this meeting allows the Marketing Manager to participate in workshops that educate and inform on many different issues concerning tourism. Estimated cost for the travel is as follows:

Registration	\$599.00
Lodging	\$572.00
Meals	\$60.00
Mileage	\$206.00
Misc	\$70.00
TOTAL	\$1,507.00



BOARD OF PORT COMMISSIONERS

MAY 9, 2018

CONSENT AGENDA ITEM D

APPROVAL OF THIRD AMENDMENT TO
PRE-OPTION AGREEMENT FOR
PARCELS 5 AND 8 DEVELOPMENT

VENTURA PORT DISTRICT
BOARD COMMUNICATION

CONSENT AGENDA ITEM D
Meeting Date: May 9, 2018

TO: Board of Port Commissioners
FROM: Brian Pendleton, Deputy General Manager
SUBJECT: Third Amendment to Pre-Option Agreement for Parcels 5 and 8 Development

RECOMMENDATION:

That the Board of Port Commissioners approve the Third Amendment to Pre-Option Agreement between the Ventura Port District and H. Parker Hospitality for the development of Parcels 5 and 8.

SUMMARY:

On March 14, 2018 the Board of Port Commissioners approved the Second Amendment to the Pre-Option Agreement for an additional 60 days, which ends May 11, 2018. The parties believe another 60-day extension is necessary to complete the Option Agreement and Ground Lease documents.

BACKGROUND:

On September 13, 2017, the Board of Port Commissioners approved the Pre-Option Agreement ("Agreement") between the Ventura Port District and H. Parker Hospitality for the development of Parcels 5 and 8. The Agreement allows both parties to extend the 120-day term by mutual written agreement. The Agreement was originally set to expire on January 11, 2018, however, on January 10, 2018; the Board approved Amendment No. 1 to the Pre-Option Agreement, which extended the expiration date to March 12, 2018. Before an Option and Lease Agreements are entered into, the parties agreed that preliminary due diligence work needed to be done; these items were spelled out in the original Pre-Option Agreement.

Per the Pre-Option Agreements, the District provided updated preliminary title reports and preliminary property surveys, while Parker completed environmental site assessments, archaeological assessments, biological assessments and geotechnical studies.

FISCAL IMPACTS:

The District's expense for completing its obligations under the pre-option agreement to date is approximately \$10,000 for preliminary title reports and land survey work.

ATTACHMENT:

Attachment 1 – Third Amendment to Pre-Option Agreement

AMENDMENT NO. 3 TO PRE-OPTION AGREEMENT

IDENTIFICATION

This Amendment No. 3 to Pre-Option Agreement (“Amendment No. 3”) is made and entered into as of the _____ day of May, by and between VENTURA PORT DISTRICT, a port district formed under and pursuant to Part 4 of the California Harbors and Navigation Code of the State of California (“VPD”) and H. PARKER HOSPITALITY, LLC, a California limited liability company (“PARKER”) (individually, “Party” or collectively, “Parties”).

RECITALS

1. Effective September 13, 2017, VPD and PARKER entered into a Pre-Option Agreement as a first step in the anticipated negotiation of an Option to Lease and Ground Lease for the ultimate development of Parcels 5 and 8 in Ventura Harbor.
2. Effective January 11, 2018, VPD and PARKER entered into a First Amendment to Pre-Option Agreement, which extended the term by 60 days.
3. Effective March 15, 2018, VPD and PARKER entered into a Second Amendment to Pre-Option Agreement, which extended the term by an additional 60 days.
4. The Pre-Option Agreement, as amended on March 15, 2018 was to expire on May 11, 2018, “. . . unless the Term is extended by mutual written consent of the Parties.”
5. VPD and PARKER have each undertaken to perform the obligations required of them under the Pre-Option Agreement and have concluded that additional time is required in order to perform all of the due diligence items contemplated in the Pre-Option Agreement.
6. The parties are therefore entering into this Amendment No. 3 for the purpose of further extending the term of the Pre-Option Agreement.

ATTACHMENT 1

AGREEMENT

1. The parties hereby agree to extend the Term of the amended Pre-Option Agreement for a period of an additional sixty (60) calendar days from the natural expiration date set forth in Paragraph A of said Agreement, as amended. Under the terms of this Amendment No. 3, the Pre-Option Agreement will now expire on July 10, 2018.

2. Except as expressly provided above, all the terms and provisions of the Pre-Option Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, each Party has caused this Amendment No. 3 to Pre-Option Agreement to be executed by an authorized official on the date set forth below and agrees to abide by its terms.

DATED: _____

VENTURA PORT DISTRICT

By: _____

DATED: _____

H. PARKER HOSPITALITY, LLC

By: _____

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BOARD OF PORT COMMISSIONERS MAY 9, 2018

STANDARD AGENDA ITEM 1 UPDATE ON ANCHORS WAY DRIVE MODIFICAITONS

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

STANDARD AGENDA ITEM 1
Meeting Date: May 9, 2018

TO: Board of Port Commissioners
FROM: Oscar Peña, General Manager
SUBJECT: Update on Anchors Way Drive Modifications

RECOMMENDATION:

That the Board of Port Commissioners receive an update from Michael Sondermann on the City approved plans for the Anchors Way Drive modifications.

SUMMARY:

Michael Sondermann, President of Sondermann Ring Partners – Ventura Harbor, LLC will provide an update on the modifications to Anchors Way Drive.

BACKGROUND:

As part of the project on Parcels 15, 16, and 18, the developer was required to make modifications/improvements to Anchors Way Drive and some streets in the Ventura Keys to reduce overall traffic. All the street modifications required will be paid by Portside Partners Ventura Harbor, LLC. Additionally, the improvements must be completed prior to obtaining a certificate of occupancy for the first phase of development.

The District's dry storage yard will be reduced in size to allow for the reconfiguration of Anchors Way Drive. District staff is working with Portside to implement the changes to the dry storage yard.

FISCAL IMPACT:

As a result of the reconfiguration, there will be a reduction of 12%-15% of the total dry storage yard. In Fiscal Year 2016-2017, the revenue generated in the dry storage yard was approximately \$110,000. A preliminary estimate in the reduction of revenue is 15% of the total revenue.

ATTACHMENT:

None.



BOARD OF PORT COMMISSIONERS

MAY 9, 2018

STANDARD AGENDA ITEM 2

EXAMINATION OF THE FISH PIER CONCRETE CORES

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

STANDARD AGENDA ITEM 2
Meeting Date: May 9, 2018

TO: Board of Port Commissioners
FROM: Richard Parsons, Project Manager
SUBJECT: Examination of the Fish Pier Concrete Cores

RECOMMENDATION:

That the Board of Port Commissioners receive a report from John Moore with Noble Consultants on the condition of the Fish Pier.

SUMMARY:

Attached is a memorandum from Noble Consultants discussing the results of the latest concrete core testing of the Fish Pier deck with an analytical report from the CTL Group, Inc.

John Moore with Noble Consultants will be in attendance at the May 9, 2018 meeting to review his conclusion's regarding the condition of the fish pier deck with the Commission.

BACKGROUND:

As part of the District's ongoing effort to prolong the life of the commercial fish pier, Noble Consultants in December 2017 provided the District with a report detailing the results of an analysis of four cores drilled in the northwest quadrant of the fish pier. One of those cores showed evidence of extensive deterioration as a result of alkali-silica reaction (ASR). The other three cores showed only minor degrees of ASR. As a precautionary measure, the area in question was temporarily closed to vehicle traffic to allow time for further assessment. On April 2, 2018, an additional sixteen 4-inch diameter concrete cores were drilled to provide more samples for analysis.

The principal findings of the examination are summarized in the attached report. In general, the findings are as follows:

1. The pier is not threatened with imminent collapse due to the observed concrete deterioration.
2. The temporary precautionary vehicular closure of the northwest quadrant of the pier can be relaxed, and the pier may resume its pre-closure load-limited use.
3. In the short term, the pier may continue to be used under its existing load limited operational constraints.
4. We believe that the Port District's efforts to prolong service life through its deck maintenance program have been effective.

For over ten years, the District has been managing the ASR deterioration in the Fish Pier concrete deck. A number of concrete coatings have been applied to the deck surface with some degree of success in preventing additional moisture penetration into the deck.

FISCAL IMPACT:

To date, this fiscal year, the District has expended about \$24,500 of the approved \$30,000 from the original PSA dated, July 27, 2017 on the fish pier deck. Noble's fee of \$27,204 for additional coring and analysis will bring the total expected expenditure to about \$52,000. The District's current Capital Improvement Budget includes \$400,000 for fish pier deck repairs. It may be necessary, however, to adjust that budget number at a later date when the results of the additional analysis are available and a preferred course of action is determined.

ATTACHMENT:

Attachment 1 – Project Memorandum – Results of Additional Concrete Testing



PROJECT MEMORANDUM

2201 DUPONT DRIVE, SUITE 830, IRVINE, CA 92612
FACSIMILE

(949) 752-1530
(949) 752- 8381

Ventura Port District
Ventura Harbor Commercial Fish Pier Condition Assessment
Job No. 887-18

To: Oscar Peña
From: Jon Moore
Date: May 3, 2018
RE: Results of Additional Concrete Testing
Cc: Richard Parsons

The concrete sampling and testing that was conducted between August and December 2017 indicated that the northwest quadrant of the pier's deck was severely deteriorated to an unknown extent. As a precautionary measure, the area in question was temporarily closed to vehicle traffic to allow time for further assessment. On April 2, 2018, an additional sixteen 4-inch diameter concrete cores were drilled to depths of approximately 12 inches below deck surface to provide more samples for analysis. Five core samples were obtained in and around the suspected area of severe deterioration in an effort to better define the extent of that region. The remaining eleven cores were drilled over a wider deck area to supplement data gaps. The locations of the core samples are shown in **Figure 1**.

The cores were analyzed by CTL Group, Inc. to further assess the existing condition and quality of the concrete. Nine of the sixteen cores were visually examined for composition, extent of cracking, and other defects. Seven cores were tested for compressive strength to provide additional information on the deck concrete's condition. The principal findings of the examination are summarized below, and a complete copy of the report is attached to this memorandum.

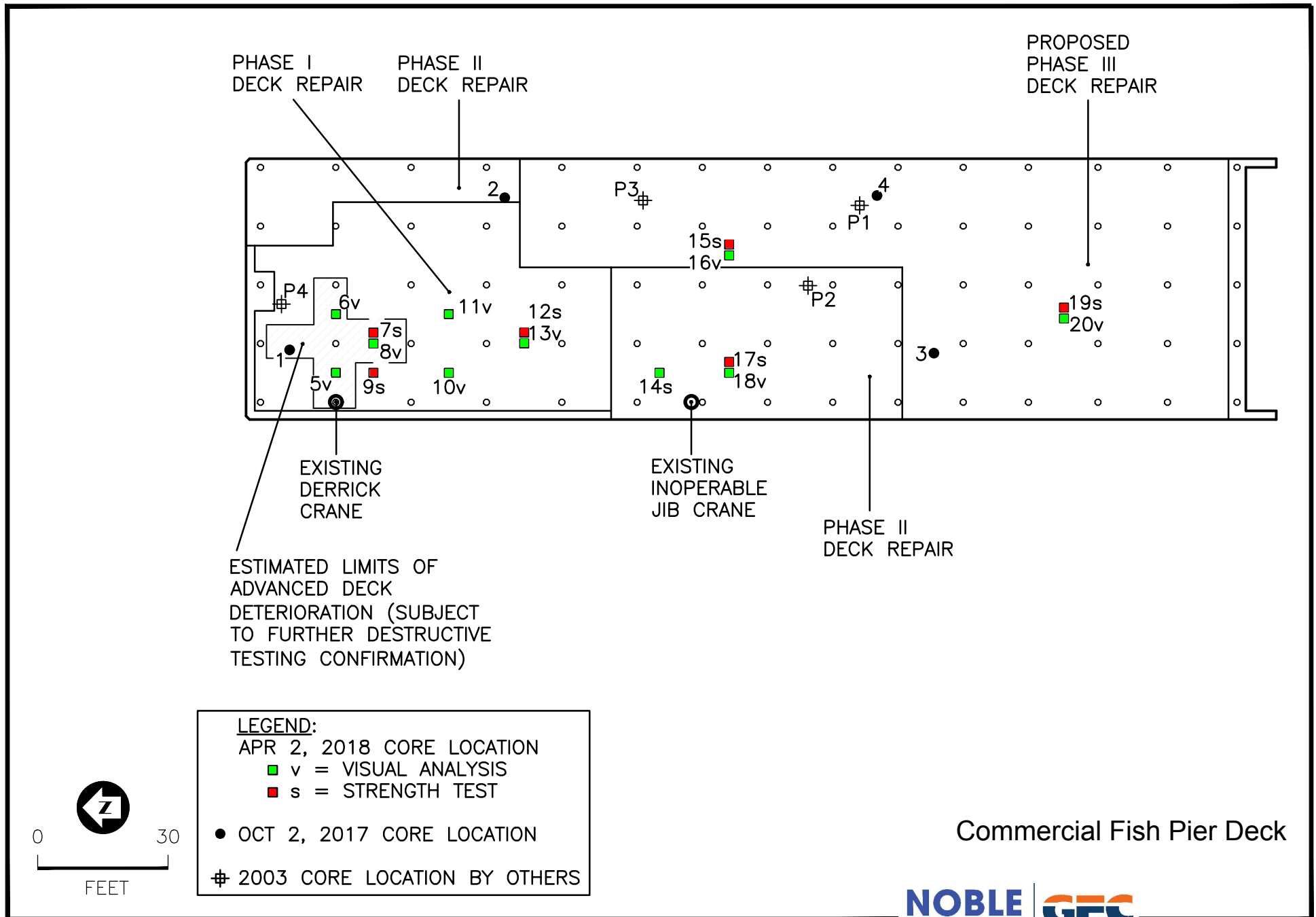
- Core Nos. 5, 6, and 8 taken from the northwest pier quadrant contained fractures and microcracking similar to what was observed in the October 2017 Core No. 1. The cracking was concluded to be associated with alkali-silica reaction (ASR). The remaining cores that were visually examined had significantly less cracking and no obvious signs of adverse ASR deterioration.
- Compressive strengths for all cores tested ranged from 3,840 to 6,110 pounds per square inch (psi). The tested concrete strengths of the two cores closest to the area suspected of being more deteriorated were 4,620 and 6,110 psi. These compressive strengths are greater than the original value of 4,000 psi that was specified for the deck's concrete in 1980.

Based upon the additional information obtained from the additional concrete sampling, visual analysis, and testing, we offer the following professional opinions at this time.

1. We believe that the pier is not threatened with imminent collapse due to the observed concrete deterioration.

Ventura Harbor Commercial Fish Pier
Additional Concrete Testing
May 3, 2018

2. The temporary precautionary vehicular closure of the northwest quadrant of the pier can be relaxed, and the pier may resume its pre-closure load-limited use. This conclusion is based upon the finding that despite the deterioration that was observed, the pier's concrete still has significant strength. In most of the tests performed, concrete strengths were found to be greater than that originally specified by design.
3. It is impossible to predict how many more years of service life the pier may have left. The pier will continue to be adversely impacted by ASR and penetration of chlorides into the concrete matrix. Over time, the concrete deterioration that results from these processes will progress to the point where complete replacement of the structure will be necessary. We therefore recommend that the Port District begin the process to plan for the eventuality of rebuilding the pier.
4. In the short term, the pier may continue to be used under its existing load limited operational constraints. We recommend that inspections continue to be performed annually to monitor for worsening conditions. Close attention should be given to the pier's underside or soffit where some of the most deteriorated concrete exists.
5. We believe that the Port District's efforts to prolong service life through its deck maintenance program has been effective. We recommend that this program continue with completion of repairs to the eastern half of the deck surface and recoating of the entire area with protective sealant.



Report for
Noble Consultants, Inc.
2201 DuPont Drive #830, Irvine, California 92612

CTLGroup Project No. 155737

**Abbreviated Petrographic Examination of
Concrete Cores from Ventura Harbor
Commercial Fish Pier, Ventura, California**

April 25, 2018

Submitted by:
Jean L. Randolph

5400 Old Orchard Road
Skokie, Illinois 60077-1030
(847) 965-7500

Austin, TX • Bradenton, FL • Chicago, IL • Horsham, PA
Naperville, IL • Washington, DC • Doha, Qatar

www.CTLGroup.com



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REPORT OF PETROGRAPHIC EXAMINATION

Date: April 25, 2018

CTLGroup Project No.: 155737

Abbreviated Petrographic Examination of Concrete Cores from Ventura Harbor Commercial Fish Pier, Ventura, California

Nine concrete cores were received April 10, 2018, from Mr. Jon Moore, Noble Consultants, Inc., Irvine, California. The cores were identified as 5, 6, 8, 10, 11, 13, 16, 18, and 20 (Figs. 1 through 9). Reportedly, the concrete cores were extracted vertically from the Ventura Harbor commercial fish pier in Ventura, California. Abbreviated petrographic examination, ASTM C856, of the cores was requested, to evaluate the concrete for the presence and extent of alkali-silica reaction (ASR) only.

This report presents the details and results of the abbreviated petrographic examination of the nine concrete cores. Photographs showing the as-received appearance of the cores are included in the petrographic data forms at the end of this report. For convenience, descriptions of large scale features in the text of this report are given in inches.

FINDINGS AND CONCLUSIONS

All nine cores contain a substrate concrete. Cores 5, 6, and 8 contain a concrete topping that overlies the substrate concrete. All cores, except Core 20, contain a multi-layer mortar topping system over the concrete.

The aggregate types in the substrate concrete are similar among the nine cores.

- Coarse aggregate. This is a natural gravel composed of a wide variety of rock types, mainly including siliceous igneous and metamorphic rocks, including glassy volcanic rocks and particles with cryptocrystalline and high-strained quartz, and metasandstone; with lesser opaline shale, several particles of ironstone, and a few other rock types.
- Fine aggregate. This is a natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, including opaline shale, granite, feldspar particles, and few others.

ASR and ASR-Related Cracking

Conclusive evidence of ASR and ASR-related deterioration is observed in Cores 5, 6, 8, and 10. The reactive aggregate types include mainly the opaline shale, and to a lesser extent the particles containing cryptocrystalline to high-strained quartz. In Cores 5 and 6 the ASR deterioration is substantial and is present throughout the depth of the substrate concrete. In Cores 8 and 10 the ASR deterioration is present in the top 2 to 2.3 in. (Cores 10 and 8, respectively) of the substrate concrete. The deterioration includes horizontal full fracture cracking and horizontal microcracking. (Figs. 3 through 8.)

In all nine cores, the opaline shale and aggregate particles containing cryptocrystalline to high-strained quartz exhibit darkened rims, which may either be natural weathering rims and/or reaction rims. However, only ASR gel deposits and conclusive ASR cracking are observed in Cores 5, 6, 8, and 10.

Other Cracking

In Cores 13, 16, 18, and 20, local zones of cracking (cracks and/or microcracks) are present. The cracking is generally horizontal, similar to the ASR cracking in Cores 5, 6, 8, and 10. However, no ASR gel deposits or conclusive expansive aggregate cracking are observed in Cores 13, 16, 18, 20. (Figs. 10 through 13.)

- Core 13. A horizontal full-fracture crack is present at a substrate concrete depth of approximately 3 in. Several fairly horizontal (at slight angle) microcracks surround the full-fracture crack, several above the crack and several below the crack, within a substrate concrete depth interval of 2.2 to 4 in. The cause for this cracking is not discerned petrographically. Beyond the 2.2- to 4-in.-depth zone of cracking, no cracking is present, either above the zone or below the zone. This cracking behavior is not characteristic of ASR. In the absence of ASR gel, the cause for this cracking is not discerned in this examination. Also, one horizontal microcrack is present in the top 0.3 in. of the substrate; this crack could be a result of several different factors.
- Cores 16 and 20. These two cores exhibit horizontal cracking in the near-surface region of the substrate concrete to depths of 0.9 in. in Core 16 and 0.6 in. in Core 20. Below these near-surface zones, no cracking is present in the remainder of the cores. This is not a typical cracking behavior that is characteristic of ASR. In the absence of ASR gel, the cause for this cracking is not discerned in this examination.

- Core 18. A few microcracks are present in the core. One horizontal microcrack is present along the mortar topping-substrate concrete interface, which also extends into the substrate concrete. The cause for this microcrack cannot be discerned. A few other random, fairly short microcracks are present in the top 4.6 in. of the substrate concrete. These random microcracks may or may not be due to ASR; however, no ASR gel deposits are observed to confirm ASR.

No Cracking

In Core 11 the mortar topping is debonded from the underlying substrate concrete; however, no other cracks or notable microcracks are present in the core. (Fig. 9.)

Table 1, following the signature page, presents cracking information and evidence for ASR within the substrate concrete of each of the nine cores.

METHODS OF TEST

Abbreviated petrographic examination of the provided samples was performed in accordance with ASTM C856-17, "Standard Practice for Petrographic Examination of Hardened Concrete." The cores were visually inspected and photographed as received. The cores were cut in half longitudinally, and one of the resulting saw-cut surfaces was ground (lapped) to produce a smooth, flat, semi-polished surface. Lapped and freshly broken surfaces of the concrete were examined at magnifications up to 45X using a stereomicroscope equipped with a high-intensity variable angle, dual light source.



Jean L. Randolph
Senior Petrographer and Group Manager
Petrography Group

JLR/

- Notes:
1. Results refer specifically to the samples submitted.
 2. This report may not be reproduced except in its entirety.
 3. The samples will be retained for 30 days, after which they will be discarded unless we hear otherwise from you.

TABLE 1 CRACKING AND ASR CHARACTERISTICS WITHIN THE
SUBSTRATE CONCRETE OF THE NINE CORES

Core	Cracking in Core	ASR Characteristics		
		ASR Gel Deposits	Internally Cracked Aggregate	ASR Deterioration
5	Horizontal cracking substantial, throughout substrate concrete.	Numerous.	Observed in some silica-rich particles and opaline shale particles.	Substantial throughout substrate concrete.
6	Horizontal cracking substantial, throughout substrate concrete.	Numerous.	Observed in some silica-rich particles and opaline shale particles.	Substantial throughout substrate concrete.
8	Horizontal cracking common in top 2.3 in. of substrate concrete.	A few deposits observed in top 1.7 in. of substrate concrete.	Observed in several silica-rich particles and opaline shale particles.	Moderately substantial in top 2.3 in. of substrate concrete.
10	Horizontal cracking very common in top 2 in. of substrate concrete. Long vertical crack present.	A few deposits observed throughout substrate concrete.	Observed in several silica-rich particles and opaline shale particles.	Substantial in top 2 in. of substrate concrete. No evidence of ASR below this.
11	Microcrack along mortar topping-substrate concrete interface.	None observed.	None observed.	None present.
13	Mortar topping received debonded from substrate concrete. Substantial horizontal cracking within substrate concrete depth interval of 2.2 to 4 in.	None observed.	None observed.	Horizontal cracking is not consistent with ASR cracking, especially in the absence of ASR gel deposits.
16	Some horizontal microcracks in top 0.9 in. of substrate concrete.	None observed.	None observed.	Horizontal cracking is not consistent with ASR cracking, especially in the absence of ASR gel deposits.
18	Horizontal microcrack at mortar topping-substrate interface and within substrate concrete. A few other random, fairly short microcracks in substrate concrete.	None observed.	None observed.	The random cracking may or may not be due to ASR; however, no conclusive ASR evidence observed.
20	A few horizontal microcracks in top 0.6 in. of substrate concrete.	None observed.	None observed.	Substrate cracking is not consistent with ASR cracking, especially in the absence of ASR gel deposits.

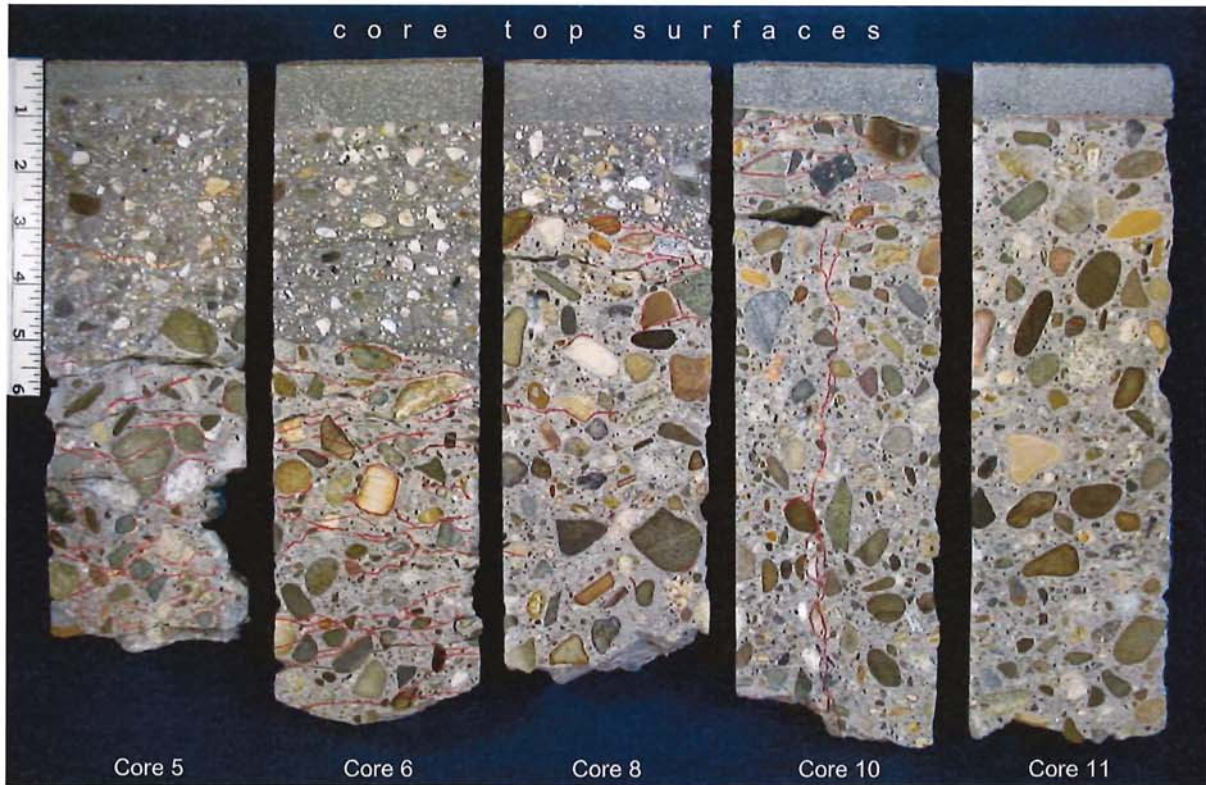


Fig. 1 Side by side comparison of lapped, cross-sectional (longitudinal) concrete surfaces of Cores 5, 6, 8, 10, and 11. All cores have a mortar topping system. Cores 5, 6, and 8 also have a topping concrete (dark-medium gray paste concrete). The remainder of the cores consists of substrate concrete (tan paste concrete), which contains similar aggregate types among the 5 cores. The coarse aggregate is a natural gravel composed of a wide variety of similar rock types. The fine aggregate is a natural sand composed mainly of quartz and quartzite, with lesser amounts of similar rock types.



Fig. 2 Side by side comparison of lapped, cross-sectional (longitudinal) concrete surfaces of Cores 13, 16, 18, and 20. Cores 13, 16, and 18 have a topping system. The remainder of the cores consists of substrate concrete (tan paste concrete), which contains similar aggregate types among the 4 cores. The coarse aggregate is a natural gravel composed of a wide variety of similar rock types. The fine aggregate is a natural sand composed mainly of quartz and quartzite, with lesser amounts of similar rock types.

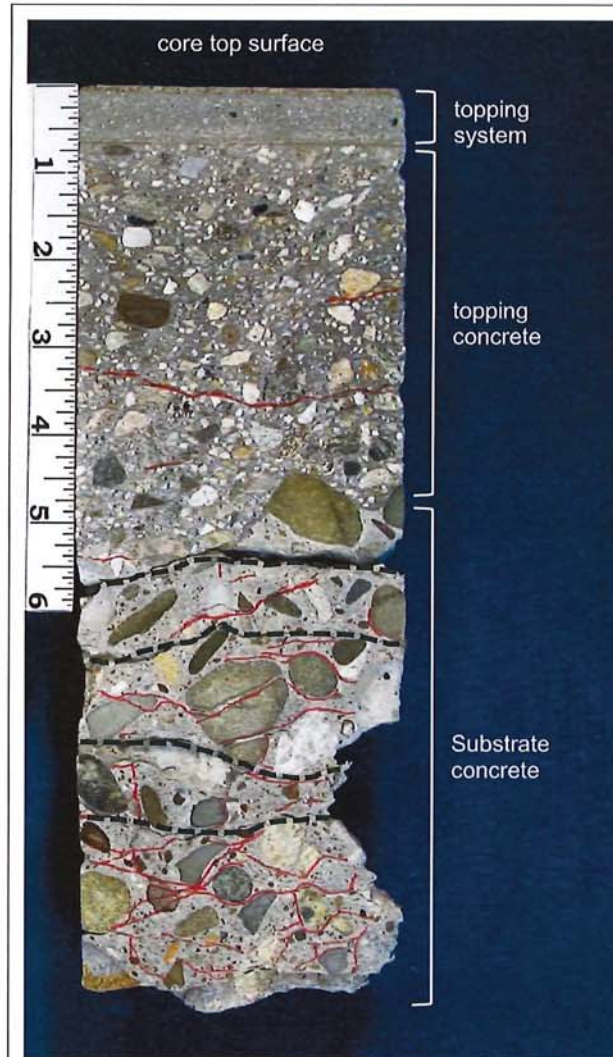


Fig. 3 Lapped, cross-sectional concrete surface of Core 5. From top to bottom, core consists of a topping system, topping concrete, and substrate concrete. Core was received fractured horizontally into 5 main segments within the substrate concrete; dashed-black lines depict the fractures. Microcracks (highlighted red) within the substrate concrete are substantial and are assessed to be ASR cracking. concrete. The microcracks are assessed to be ASR cracking.



Fig. 4 Lapped, cross-sectional concrete surface of Core 6. From top to bottom, core consists of a topping system, topping concrete, and substrate concrete. Core was received fractured horizontally into 3 segments within the substrate concrete; dashed-black lines depict the fractures. Microcracks (highlighted red) within the substrate concrete are substantial and are assessed to be ASR cracking. fractured through end of core; cause for this crack is not discerned petrographically.

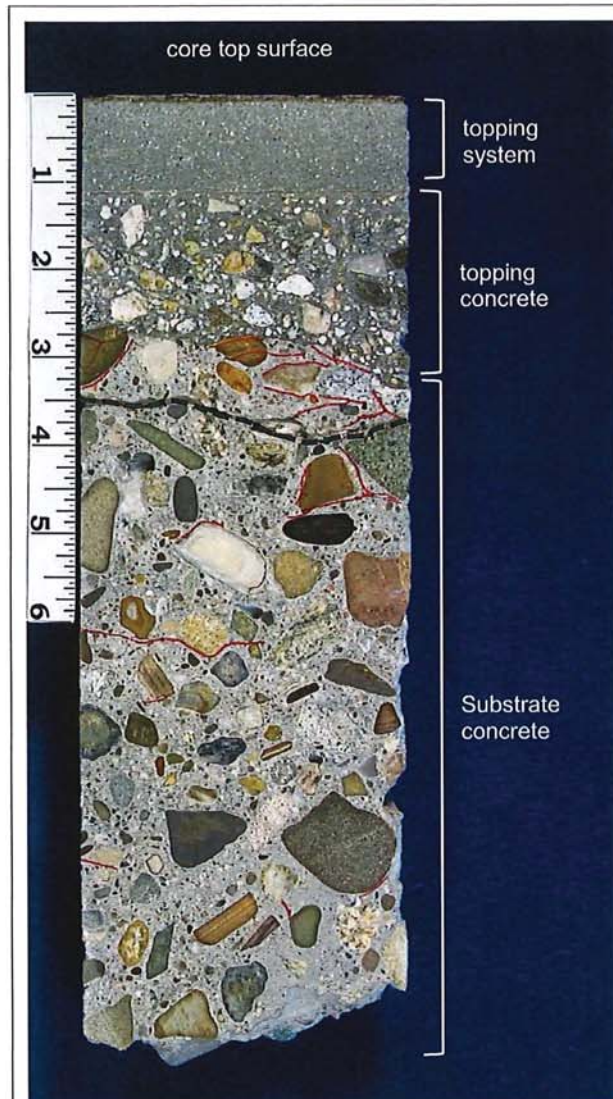


Fig. 5. Lapped, cross-sectional concrete surface of Core 8. From top to bottom, core consists of a topping system, topping concrete, and substrate concrete. Core was received fractured horizontally into 2 segments within the substrate concrete; dashed-black line depicts the fracture. Microcracks (highlighted red) are fairly common in the top 2.3 in. of the substrate concrete, and a few other microcracks are present in the remainder of the substrate concrete.

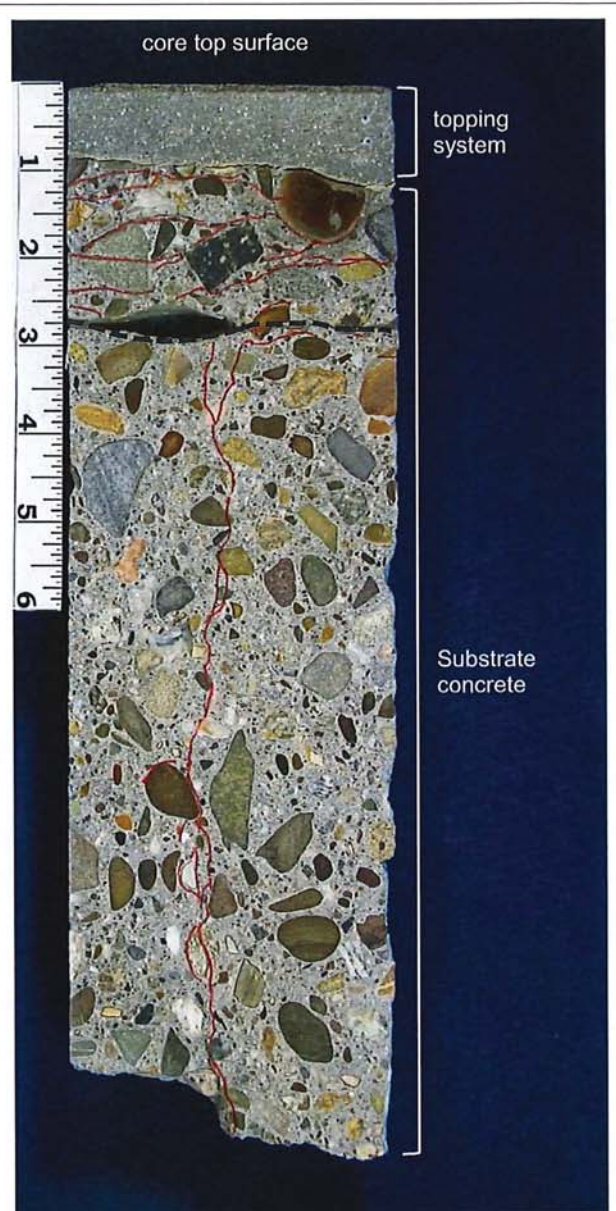
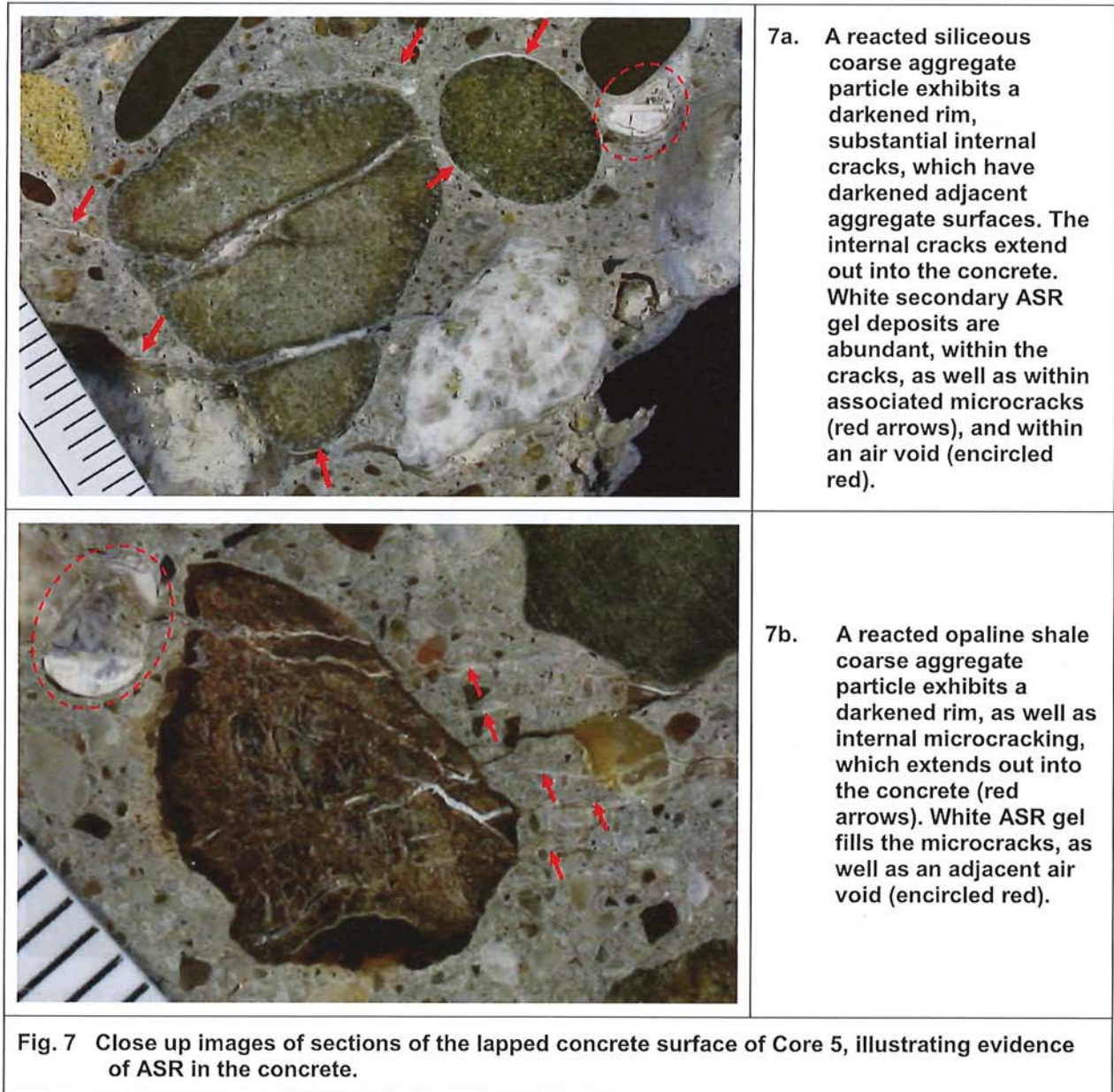
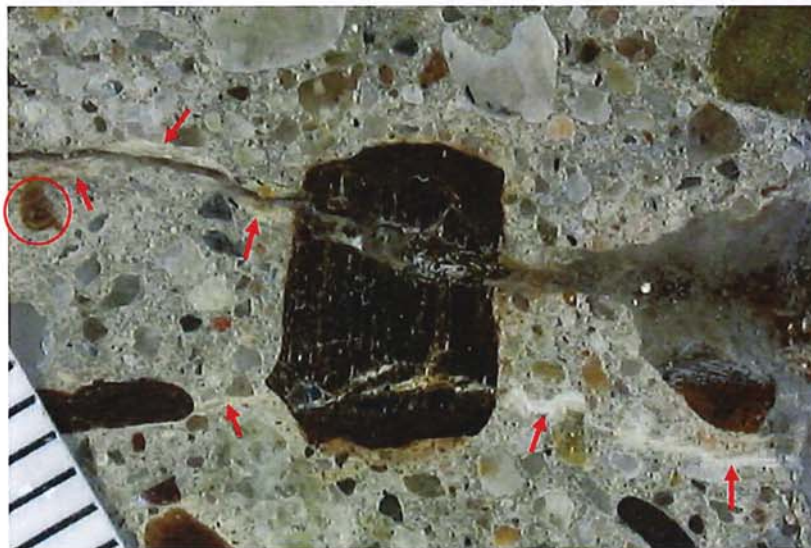


Fig. 6. Lapped, cross-sectional concrete surface of Core 10. The core consists of a topping system and substrate concrete. Core was received fractured horizontally into 2 segments within the substrate concrete; dashed-black line depicts the fracture. Horizontal microcracks (highlighted red) are very common in the top 2 in. of the substrate concrete; these are assessed to be ASR cracking. Vertical microcrack (highlighted red) extends from horizontal fracture crack through to the bottom of the core.





- 8a. A reacted opaline shale coarse aggregate particle exhibits a darkened rim. The white seam within the particle is ASR gel. Three adjacent air voids (encircled red) are filled with browned ASR gel.



- 8b. A reacted opaline shale aggregate particle exhibits internal cracking, which extends out into the concrete. White ASR gel fills the cracking (red arrows). A nearby air void (encircled red) is filled with browned ASR gel.

Fig. 8 Close up images of sections of the lapped concrete surface of Core 6, illustrating evidence of ASR in the concrete.

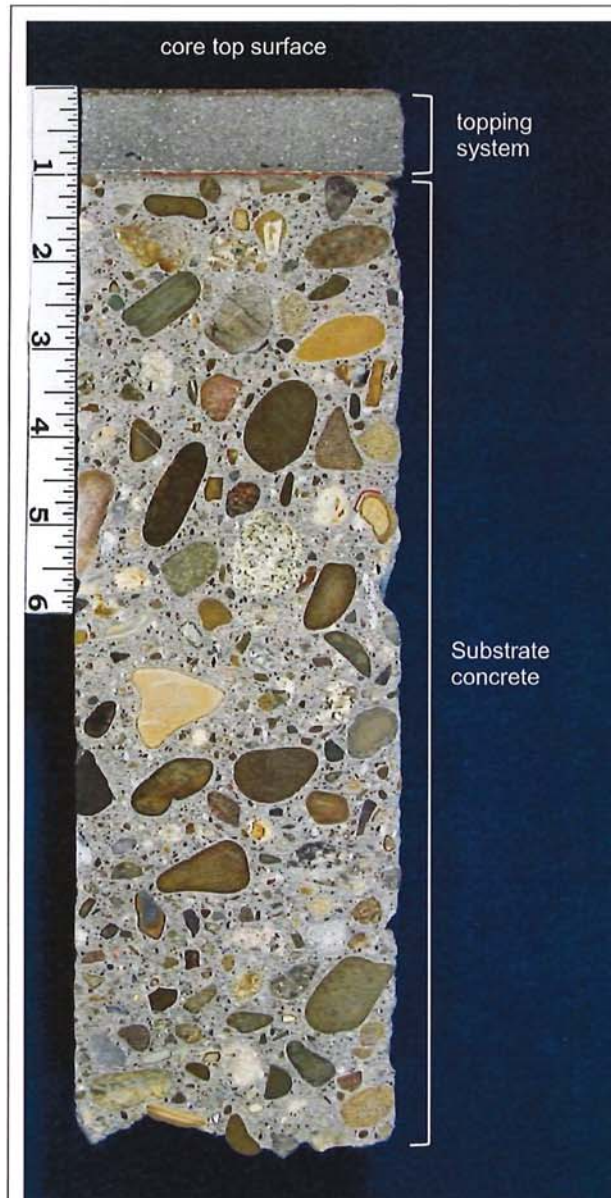


Fig. 9. Lapped, cross-sectional concrete surface of Core 11. The core consists of a topping system and substrate concrete. A horizontal microcrack (highlighted red) is present across much of the mortar topping-substrate concrete interface.



Fig. 10. Lapped, cross-sectional concrete surface of Core 13. The core consists of a topping system and substrate concrete. Core was received fractured horizontally into 3 segments; dashed-black lines depict the fractures. Several horizontal (at slight angle) microcracks occur near the full fracture crack, several above and several below within a substrate concrete depth interval of 2.2 to 4 in. Another horizontal microcrack is present in the top 0.3 in. of the substrate concrete. These microcracks may or may not be ASR-related.



Fig. 11 Lapped, cross-sectional concrete surface of Core 16. The core consists of a topping system and substrate concrete. Some horizontal microcracks (highlighted red) are present in the top 0.9 in. of the substrate concrete. These microcracks may or may not be ASR-related.

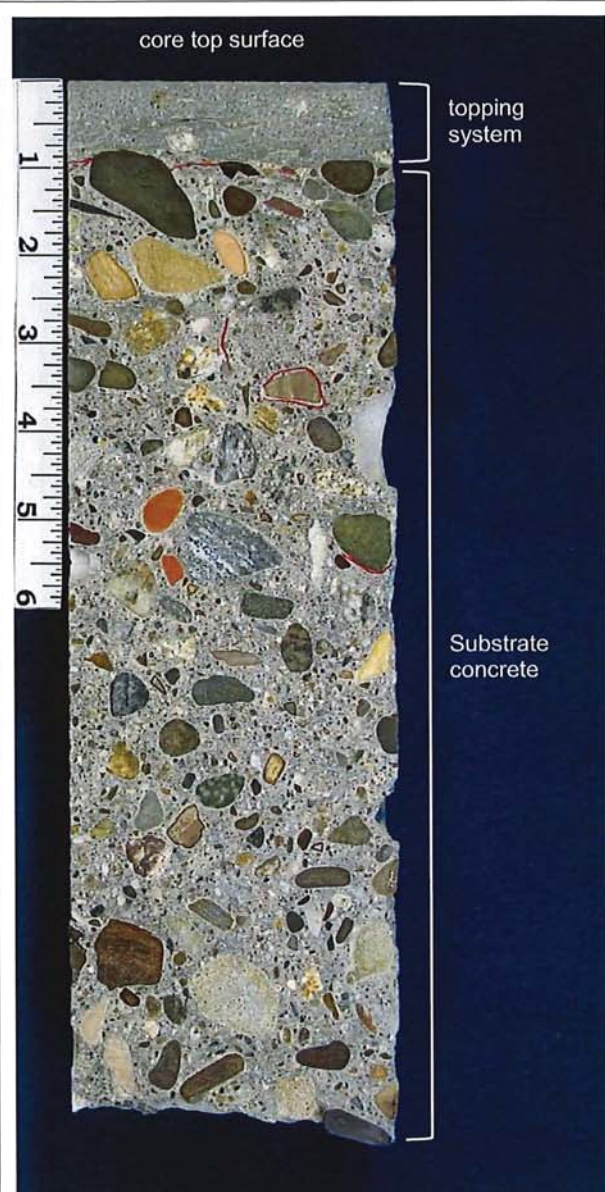


Fig. 12 Lapped, cross-sectional concrete surface of Core 18. The core consists of a topping system and substrate concrete. Microcracks are highlighted red. A horizontal microcrack is present along the mortar topping-substrate concrete interface and within the substrate concrete. A few other random, fairly short microcracks are present in the top 4.6 in. of the substrate concrete; they may or may not be ASR-related.

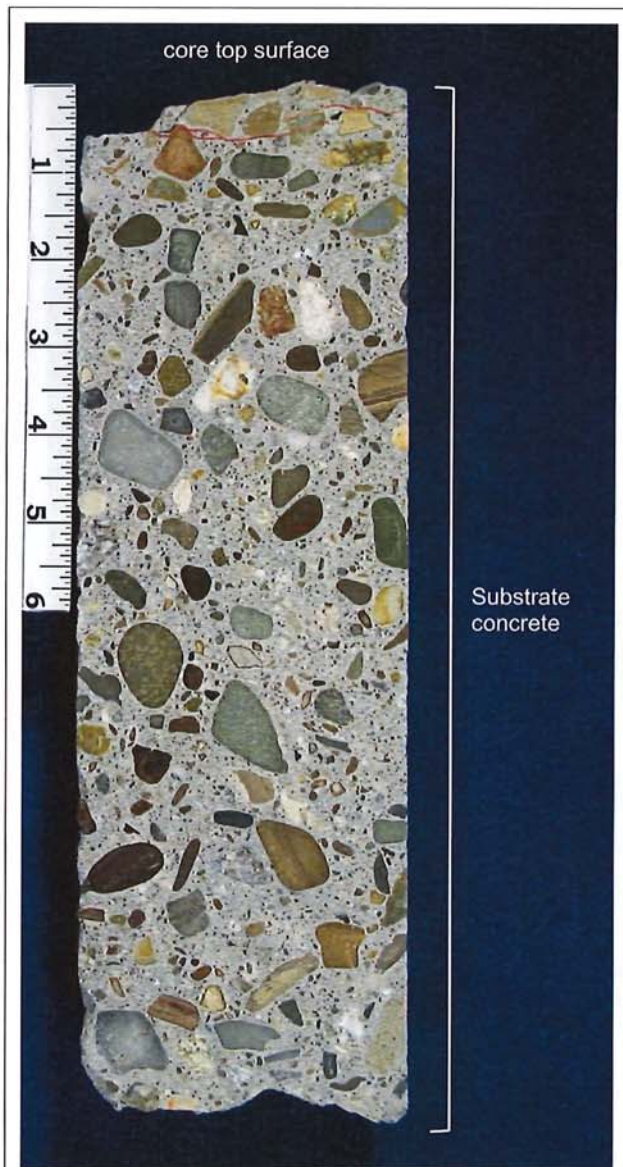


Fig. 13 Lapped, cross-sectional concrete surface of Core 20. The core consists of substrate concrete. A few horizontal microcracks (highlighted red) are present within the top 0.6 in. of the core. These microcracks may or may not be ASR-related.

PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE, ASTM C856

STRUCTURE: Concrete Pier Deck

DATE RECEIVED: April 10, 2018

LOCATION: Ventura, California

EXAMINED BY: Jean L. Randolph

SAMPLE

Client Identification: 5.

CTLGroup Identification: 4666101.

Core Overview: Core consists of 3 materials: Multi-layer mortar topping system, topping concrete, and substrate concrete. Core was received fractured horizontally into 5 main segments within the substrate concrete, plus a few small rubble pieces; fractures are mainly horizontal but one is at an angle.

Dimensions: Core diameter = 94 mm (3.7 in.). Core length = 290 mm (11.4 in.); partial structure thickness.

- Mortar topping system length = 16 mm (0.6 in.).
- Topping concrete length = 94 to 119 mm (3.7 to 4.7 in.).
- Substrate concrete length = 155 to 180 mm (6.1 to 7.1 in.).

Top End: Flat, fairly smooth, mortar topping.

Bottom End: Broken substrate concrete surface, passing mainly around coarse aggregate particles.

MULTI-LAYER MORTAR TOPPING SYSTEM

AGGREGATES

Coarse: None.

Fine: Natural sand, composed mainly of quartz and quartzite; with some particles of other rock and mineral types, including granite, feldspar particles, and others.

Cracks: None present.

Notable Microcracks: None observed.

ASR Gel Deposits: None observed.

TOPPING CONCRETE

AGGREGATES

Coarse: Natural quartz-rich gravel, mainly quartzite and granite, with several particles of other igneous rock types; one opaline shale particle observed. Top size = 10 mm (0.4 in.).

Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, including granite, feldspar particles, and others.

Cracks: One horizontal hairline crack at a core depth of approximately 83 mm (3.3 in.), passing around aggregate particles.

Notable Microcracks: None observed.

ASR Gel Deposits: None observed.

SUBSTRATE CONCRETE

AGGREGATES

Coarse: Natural gravel composed of a wide variety of rock types, mainly including siliceous igneous and metamorphic rocks, including glassy volcanic rocks and particles with cryptocrystalline and high-strained quartz, and metasandstone; with lesser amounts of opaline shale; and several particles of ironstone, and a few other rock types. Some of the siliceous particles and opaline shale particles have darkened rims and internal cracking, much of which extends out into the concrete; ASR gel fills some of the associated cracks.

Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, including opaline shale, granite, feldspar particles, and others.

Cracks: Core was received fractured horizontally into 5 main segments within the substrate concrete, at approximate core depths of 140 mm (5.5 in.), 163 mm (6.4 in.), 196 mm (7.7 in.), and 218 mm (8.6 in.). Cracks pass through and around aggregate particles; observed extending out of and/or shattering several opaline shale particles.

Notable Microcracks: Substantial amount of horizontal microcracks through the depth of the substrate concrete, passing around and through aggregate particles, extending out of reacted aggregate particles, as well as several reacted particles being shattered.

ASR Gel Deposits: Substantial amount of ASR gel. It lines and fills air voids, cracks, and microcracks.

ASR in Concrete: Substantial degree of ASR and substantial amount of ASR cracking throughout substrate concrete.



5.1.a. Core top surface.



5.1.b. Core side surface.



5.1.c. Side view of core.

Fig. 5.1 Core 5, as received for testing.



5.2.a. The surface is coated with white secondary deposits of ettringite and ASR gel.



5.2.b. Several reacted coarse aggregate particles (red arrows) are present.

Fig. 5.2 Two of the as-received fractured surfaces of Core 5, illustrating evidence of ASR within the concrete.

PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE, ASTM C856

STRUCTURE: Concrete Pier Deck

DATE RECEIVED: April 10, 2018

LOCATION: Ventura, California

EXAMINED BY: Jean L. Randolph

SAMPLE

Client Identification: 6.

CTLGroup Identification: 4666102.

Core Overview: Core consists of 3 materials: multi-layer mortar topping system, concrete topping (2 layers), and substrate concrete. Core was received fractured horizontally into 3 segments within the substrate concrete.

Dimensions: Core diameter = 94 mm (3.7 in.). Core length = 302 mm (11.9 in.); partial structure thickness.

- Mortar topping system length = 28 mm (1.1 in.).
- Topping concrete length = 97 to 107 mm (3.8 to 4.2 in.).
- Substrate concrete length = 167 to 177 mm (6.6 to 7.0 in.).

Top End: Flat, fairly smooth, mortar topping.

Bottom End: Broken substrate concrete surface, passing mainly around coarse aggregate particles.

MULTI-LAYER MORTAR TOPPING SYSTEM

AGGREGATES

Coarse: None.

Fine: Natural sand, composed mainly of quartz and quartzite; with some particles of other rock and mineral types, including granite, feldspar particles, and others.

Cracks: None present.

Notable Microcracks: None observed.

ASR Gel Deposits: None observed.

TOPPING CONCRETE (2 LAYERS)

AGGREGATES

Coarse: Natural quartz-rich gravel, mainly quartzite and granite, with several particles of other igneous rock types; one opaline shale particle observed. Top size = 10 mm (0.4 in.).

Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, including granite, feldspar particles, and others.

Cracks: One horizontal hairline crack at a core depth of approximately 83 mm (3.3 in.), passing around aggregate particles.

Notable Microcracks: None observed.

ASR Gel Deposits: None observed.

SUBSTRATE CONCRETE

AGGREGATES

Coarse: Natural gravel composed of a wide variety of rock types, mainly including siliceous igneous and metamorphic rocks, including glassy volcanic rocks and particles with cryptocrystalline and high-strained quartz, and metasandstone; with lesser amounts of opaline shale; and several particles of ironstone, and a few other rock types. Some of the siliceous particles and opaline shale particles have darkened rims and internal cracking, much of which extends out into the concrete; ASR gel fills some of the associated cracks.

Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, including opaline shale, granite, feldspar particles, and others.

Cracks: Core was received fractured (cracked) horizontally into 3 segments within the substrate concrete, at approximate core depths of 157 mm (6.2 in.) and 264 mm (10.4 in.). Cracks pass through and around aggregate particles; observed extending out of and/or shattering several opaline shale particles.

Notable Microcracks: Some horizontal microcracks are present throughout the depth of the substrate concrete, passing around and through aggregate particles, extending out of reacted aggregate particles, as well as several reacted particles being shattered.

ASR Gel Deposits: Fairly substantial amount of ASR gel. It lines and fills air voids, cracks, and microcracks.

ASR in Concrete: Substantial degree of ASR and ASR cracking throughout substrate concrete.



6.1.a. Core top surface.



6.1.b. Core side surface. Several reacted aggregate particles (red arrows) are present.



6.1.c. Side view of core.

Fig. 6.1 Core 6, as received for testing.



6.2.a. Red arrows depict two reacted opaline shale particle, one coarse aggregate and one fine aggregate. Note the aggregates' darkened rims.



6.2.b. Red arrow points to a reacted coarse aggregate particle. Note the aggregate's darkened rim. White ASR gel and secondary ettringite surround the particle and extend further on the surface (red encirclement).

Fig. 6.2 Two of the as-received fractured surfaces of Core 6, illustrating evidence of ASR within the concrete.

PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE, ASTM C856

STRUCTURE: Concrete Pier Deck

DATE RECEIVED: April 10, 2018

LOCATION: Ventura, California

EXAMINED BY: Jean L. Randolph

SAMPLE

Client Identification: 8.

CTLGroup Identification: 4666104.

Core Overview: Core consists of 3 materials: multi-layer mortar topping, concrete topping, and substrate concrete. Core received fractured horizontally between concrete topping and substrate concrete.

Dimensions: Core diameter = 94 mm (3.7 in.). Core length = 279 mm (11.0 in.); partial structure thickness.

- Mortar topping system length = 28 mm (1.1 in.).
- Topping concrete length = 41 to 56 mm (1.6 to 2.2 in.).
- Substrate concrete length = 195 to 210 mm (7.7 to 8.3 in.).

Top End: Flat, fairly smooth, mortar topping.

Bottom End: Broken substrate concrete surface, passing mainly around coarse aggregate particles.

MULTI-LAYER MORTAR TOPPING SYSTEM

AGGREGATES

Coarse: None.

Fine: Natural sand, composed mainly of quartz and quartzite; with some particles of other rock and mineral types, including granite, feldspar particles, and others.

Cracks: None present.

Notable Microcracks: None observed.

ASR Gel Deposits: None observed.

TOPPING CONCRETE

AGGREGATES

Coarse: Natural quartz-rich gravel, mainly quartzite and granite, with several particles of other igneous rock types. Top size = 10 mm (0.4 in.).

Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, including granite, feldspar particles, and others; a rare opaline shale particle observed.

Cracks: None present.

Notable Microcracks: None observed.

ASR Gel Deposits: None observed.

SUBSTRATE CONCRETE

AGGREGATES

Coarse: Natural gravel composed of a wide variety of rock types, mainly including siliceous igneous and metamorphic rocks, including glassy volcanic rocks and particles with cryptocrystalline and high-strained quartz, and metasandstone; with lesser amounts of opaline shale; and several particles of ironstone, and a few other rock types. Several of the siliceous particles and opaline shale particles have darkened rims and internal cracking, some of which extends out into the concrete.

Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, including opaline shale, granite, feldspar particles, and others.

Cracks: Core was received fractured (cracked) horizontally into 2 segments within the substrate concrete, at approximate core depth of 94 mm (3.7 in.) (substrate concrete depth of 20 to 25 mm (0.8 to 1.0 in.)). Crack passes through and around aggregate particles; observed extending out of a few opaline shale particles.

Notable Microcracks: Horizontal microcracks are fairly common in the top 58 mm (2.3 in.) of the substrate concrete, as well as a few other microcracks in the remainder of the substrate concrete, passing around and through aggregate particles, extending out of reacted aggregate particles.

ASR Gel Deposits: A few to several ASR gel deposits are observed throughout the substrate concrete, lining to filling air voids.

ASR in Concrete: Moderately substantial degree of ASR and ASR cracking in top 58 mm (2.3 in.) of substrate concrete; very minor degree of ASR present in remainder of substrate concrete.



8.1.a. Core top surface.



8.1.b. Core side surface.



8.1.c. Side view of core.

Fig. 8.1 Core 8, as received for testing.

PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE, ASTM C856

STRUCTURE: Concrete Pier Deck

DATE RECEIVED: April 10, 2018

LOCATION: Ventura, California

EXAMINED BY: Jean L. Randolph

SAMPLE

Client Identification: 10.

CTLGroup Identification: 4666106.

Core Overview: Core consists of 2 materials: multi-layer mortar topping and substrate concrete. Core was received fractured horizontally into 2 segments.

Dimensions: Core diameter = 94 mm (3.7 in.). Core length = 310 mm (12.2 in.); partial structure thickness.

- Mortar topping system length = 20 to 28 mm (0.8 to 1.1 in.).
- Substrate concrete length = 282 to 290 mm (11.1 to 11.4 in.).

Top End: Flat, fairly smooth, mortar topping.

Bottom End: Broken substrate concrete surface, passing mainly around coarse aggregate particles.

MULTI-LAYER MORTAR TOPPING SYSTEM

AGGREGATES

Coarse: None.

Fine: Natural sand, composed mainly of quartz and quartzite; with some particles of other rock and mineral types, including granite, feldspar particles, and others.

Cracks: None present.

Notable Microcracks: None observed.

ASR Gel Deposits: None observed.

SUBSTRATE CONCRETE

AGGREGATES

Coarse: Natural gravel composed of a wide variety of rock types, mainly including siliceous igneous and metamorphic rocks, including glassy volcanic rocks and particles with cryptocrystalline and high-strained quartz, and metasandstone; with lesser amounts of opaline shale; and several particles of ironstone, and a few other rock types. Several of the siliceous particles and opaline shale particles have darkened rims and internal cracking, some of which extends out into the concrete.

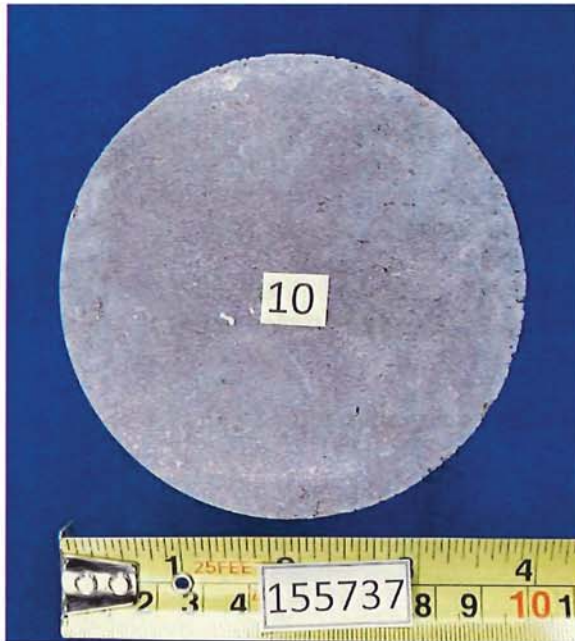
Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, including opaline shale, granite, feldspar particles, and others.

Cracks: Core was received fractured (cracked) horizontally into 2 segments within the substrate concrete, at approximate core depth of 43 mm (1.7 in.). At this crack, a vertical crack extends down through the depth of the core. Cracks pass through and around aggregate particles; observed extending out of a few opaline shale particles.

Notable Microcracks: Horizontal microcracks are very common in the top 50 mm (2 in.) of the substrate concrete, passing around and through aggregate particles, extending out of reacted aggregate particles.

ASR Gel Deposits: A few ASR gel deposits are observed in the top 43 mm (1.7 in.) of the substrate concrete, lining to filling air voids.

ASR in Concrete: Substantial degree of ASR and associated cracking in top 50 mm (2.0 in.) of concrete. Essentially no evidence of ASR observed in remainder of substrate concrete.



10.1.a. Core top surface.



10.1.b. Core side surface.



10.1.c. Side view of core.

Fig. 10.1 Core 10, as received for testing.



Fig. 10.2 One of the as-received fractured surfaces of Core 10, illustrating evidence of ASR. Red arrow depicts a reacted coarse aggregate particle. The white material is ASR gel.

PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE, ASTM C856

STRUCTURE: Concrete Pier Deck

DATE RECEIVED: April 10, 2018

LOCATION: Ventura, California

EXAMINED BY: Jean L. Randolph

SAMPLE

Client Identification: 11.

CTLGroup Identification: 4666107.

Core Overview: Core consists of 2 materials: multi-layer mortar topping and substrate concrete. Core was received as one intact core.

Dimensions: Core diameter = 94 mm (3.7 in.). Core length = 310 mm (12.2 in.); partial structure thickness.

- Mortar topping system length = 23 mm (0.9 in.).
- Substrate concrete length = 287 mm (11.3 in.).

Top End: Flat, fairly smooth, mortar topping.

Bottom End: Broken substrate concrete surface, passing mainly around coarse aggregate particles.

MULTI-LAYER MORTAR TOPPING SYSTEM

AGGREGATES

Coarse: None.

Fine: Natural sand, composed mainly of quartz and quartzite; with some particles of other rock and mineral types, including granite, feldspar particles, and others.

Cracks: None present.

Notable Microcracks: A microcrack is present along much of the mortar topping-substrate concrete interface.

ASR Gel Deposits: None observed.

SUBSTRATE CONCRETE

AGGREGATES

Coarse: Natural gravel composed of a wide variety of rock types, mainly including siliceous igneous and metamorphic rocks, including glassy volcanic rocks and particles with cryptocrystalline and high-strained quartz, and metasandstone; with several particles of ironstone, a few particles of opaline shale, and a few other rock types. Several of the siliceous particles and opaline shale particles have darkened rims.

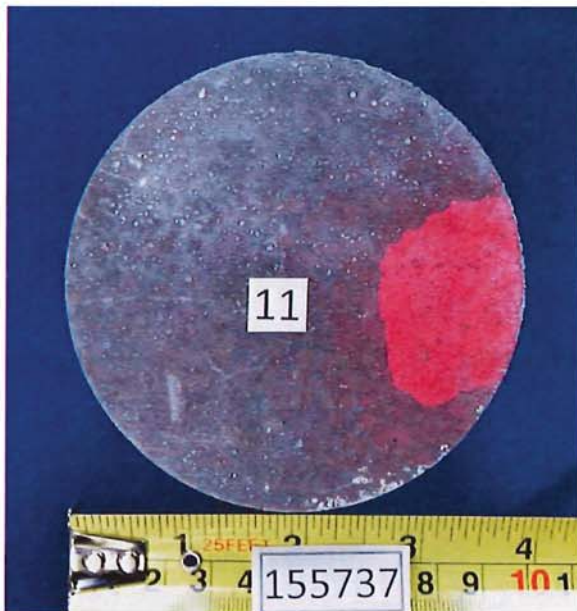
Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, granite, feldspar particles, and others, including a few particles of opaline shale.

Cracks: None present.

Notable Microcracks: A microcrack is present along much of the mortar topping-substrate concrete interface.

ASR Gel Deposits: None observed.

ASR in Concrete: No evidence of ASR observed in core.



11.1.a. Core top surface.



11.1.b. Core side surface.



11.1.c. Side view of core.

Fig. 11.1 Core 11, as received for testing.

PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE, ASTM C856

STRUCTURE: Concrete Pier Deck

DATE RECEIVED: April 10, 2018

LOCATION: Ventura, California

EXAMINED BY: Jean L. Randolph

SAMPLE

Client Identification: 13.

CTLGroup Identification: 4666109.

Core Overview: Core consists of 2 materials: Multi-layer mortar topping and substrate concrete. Core was received fractured horizontally into 3 segments.

Dimensions: Core diameter = 94 mm (3.7 in.). Core length = 307 mm (12.1 in.); partial structure thickness.

- Mortar topping system length = 25 mm (1.0 in.).
- Substrate concrete length = 282 mm (11.1 in.).

Top End: Flat, fairly smooth, mortar topping.

Bottom End: Broken substrate concrete surface, passing mainly around coarse aggregate particles.

MULTI-LAYER MORTAR TOPPING SYSTEM

AGGREGATES

Coarse: None.

Fine: Natural sand, composed mainly of quartz and quartzite; with some particles of other rock and mineral types, including granite, feldspar particles, and others.

Cracks: Core was received fractured horizontally into 2 segments at the mortar topping-substrate concrete interface.

Notable Microcracks: None observed.

ASR Gel Deposits: None observed.

SUBSTRATE CONCRETE

AGGREGATES

Coarse: Natural gravel composed of a wide variety of rock types, mainly including siliceous igneous and metamorphic rocks, including glassy volcanic rocks and particles with cryptocrystalline and high-strained quartz, and metasandstone; with lesser amounts of opaline shale; and several particles of ironstone and a few other rock types. Several of the siliceous particles and opaline shale particles have darkened rims.

Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, granite, feldspar particles, and others, including some particles of opaline shale.

Cracks: Core was received fractured horizontally into 3 segments: 1) at the mortar topping-substrate concrete interface, and 2) within the substrate concrete at a substrate concrete depth of approximately 76 mm (3 in.), passing mainly around aggregate particles.

Notable Microcracks: Several fairly horizontal (at slight angle) microcracks are present within the substrate concrete surrounding the full fracture crack, several above the crack and several below the crack, extending across much of the core diameter, passing mainly around aggregate particles; these microcracks are present within a substrate concrete depth interval of 56 to 102 mm (2.2 to 4 in.). Another horizontal microcrack is present in the top 8 mm (0.3 in.) of the substrate concrete.

ASR Gel Deposits: None observed.

ASR in Concrete: The cracks and microcracks within the substrate concrete may or may not be due to ASR. Several aggregate particles have darkened rims, potentially reaction rims; however, no ASR gel deposits are observed.



13.1.a. Core top surface.



13.1.b. Core side surface.



13.1.c. Side view of core.

Fig. 13.1 Core 13, as received for testing.



PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE, ASTM C856

STRUCTURE: Concrete Pier Deck

DATE RECEIVED: April 10, 2018

LOCATION: Ventura, California

EXAMINED BY: Jean L. Randolph

SAMPLE

Client Identification: 16.

CTLGroup Identification: 4666112.

Core Overview: Core consists of 2 materials: Multi-layer topping system and a substrate concrete. Core was received as one intact core.

Dimensions: Core diameter = 94 mm (3.7 in.). Core length = 310 mm (12.2 in.); partial structure thickness.

- Mortar topping system length = 8 mm (0.3 in.).
- Substrate concrete length = 302 mm (11.9 in.).

Top End: Flat, fairly smooth, mortar topping.

Bottom End: Broken substrate concrete surface, passing mainly around coarse aggregate particles.

MULTI-LAYER MORTAR TOPPING SYSTEM

AGGREGATES

Coarse: None.

Fine: Natural sand, composed mainly of quartz and quartzite; with some particles of other rock and mineral types, including granite, feldspar particles, and others.

Cracks: None present.

Notable Microcracks: None observed.

ASR Gel Deposits: None observed.

SUBSTRATE CONCRETE

AGGREGATES

Coarse: Natural gravel composed of a wide variety of rock types, mainly including siliceous igneous and metamorphic rocks, including glassy volcanic rocks and particles with cryptocrystalline and high-strained quartz, opaline shale, and metasandstone; with several particles of ironstone and a few other rock types. Several of the siliceous particles and opaline shale particles have darkened rims.

Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, granite, feldspar particles, and others, including some particles of opaline shale.

Cracks: None present.

Notable Microcracks: Some horizontal microcracks are present in the top 23 mm (0.9 in.) of the substrate concrete, passing mainly around aggregate particles.

ASR Gel Deposits: None observed.

ASR in Concrete: The microcracks within the substrate concrete cannot be discerned as being due to ASR. Several aggregate particles have darkened rims, potentially reaction rims; however, no ASR gel deposits are observed.



16.1.a. Core top surface.



16.1.b. Core side surface.



16.1.c. Side view of core.

Fig. 16.1 Core 16, as received for testing.

PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE, ASTM C856

STRUCTURE: Concrete Pier Deck

DATE RECEIVED: April 10, 2018

LOCATION: Ventura, California

EXAMINED BY: Jean L. Randolph

SAMPLE

Client Identification: 18.

CTLGroup Identification: 4666114.

Core Overview: Core consists of 2 materials: Multi-layer mortar topping and substrate concrete. Core was received as one intact core.

Dimensions: Core diameter = 94 mm (3.7 in.). Core length = 305 mm (12.0 in.); partial structure thickness.

- Mortar topping system length = 20 to 25 mm (0.8 to 1.0 in.).
- Substrate concrete length = 280 to 285 mm (11.0 to 11.2 in.).

Top End: Flat, fairly smooth, mortar topping.

Bottom End: Broken substrate concrete surface, passing mainly around coarse aggregate particles.

MULTI-LAYER MORTAR TOPPING SYSTEM

AGGREGATES

Coarse: None.

Fine: Natural sand, composed mainly of quartz and quartzite; with some particles of other rock and mineral types, including granite, feldspar particles, and others.

Cracks: None present.

Notable Microcracks: None observed.

ASR Gel Deposits: None observed.

SUBSTRATE CONCRETE

AGGREGATES

Coarse: Natural gravel composed of a wide variety of rock types, mainly including siliceous igneous and metamorphic rocks, including glassy volcanic rocks and particles with cryptocrystalline and high-strained quartz, opaline shale, and metasandstone; with several particles of ironstone and a few other rock types. Several of the siliceous particles and opaline shale particles have darkened rims.

Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, granite, feldspar particles, and others, including some particles of opaline shale.

Cracks: None present.

Notable Microcracks: A horizontal microcrack is present along the mortar topping-substrate concrete interface and within the substrate concrete across somewhat more than half of the core diameter, passing around aggregate particles. A few other random, fairly short microcracks are present in the top 117 mm (4.6) in. of the substrate concrete, passing around aggregate particles.

ASR Gel Deposits: None observed.

ASR in Concrete: The random microcracks within the substrate concrete may or may not be due to ASR. Several aggregate particles have darkened rims, potentially reaction rims; however, no ASR gel deposits are observed.



18.1.a. Core top surface.



18.1.b. Core side surface.



18.1.c. Side view of core.

Fig. 18.1 Core 18, as received for testing.

PETROGRAPHIC EXAMINATION OF HARDENED CONCRETE, ASTM C856

STRUCTURE: Concrete Pier Deck

DATE RECEIVED: April 10, 2018

LOCATION: Ventura, California

EXAMINED BY: Jean L. Randolph

SAMPLE

Client Identification: 20.

CTLGroup Identification: 4666116.

Core Overview: Core consists of one substrate concrete. Core was received as one intact core.

Dimensions: Core diameter = 94 mm (3.7 in.). Core length = 297 mm (11.7 in.); partial structure thickness.

Top End: Broken substrate concrete surface, passing mainly around coarse aggregate particles.

Bottom End: Broken substrate concrete surface, passing mainly around coarse aggregate particles.

SUBSTRATE CONCRETE

AGGREGATES

Coarse: Natural gravel composed of a wide variety of rock types, mainly including siliceous igneous and metamorphic rocks, including glassy volcanic rocks and particles with cryptocrystalline and high-strained quartz, opaline shale, and metasandstone; with several particles of ironstone and a few other rock types. Several of the siliceous particles and opaline shale particles have darkened rims.

Fine: Natural sand, composed mainly of quartz and quartzite; with lesser amounts of other rock and mineral types, granite, feldspar particles, and others, including some particles of opaline shale.

Cracks: None present.

Notable Microcracks: A few horizontal microcracks are present within the top 15 mm (0.6 in.) of the core, primarily passing around, but through a few, coarse aggregate particles.

ASR Gel Deposits: None observed.

ASR in Concrete: The microcracks within the substrate concrete cannot be discerned as being due to ASR. Several aggregate particles have darkened rims, potentially reaction rims; however, no ASR gel deposits are observed.



20.1.a. Core top surface.



20.1.b. Core side surface.



20.1.c. Side view of core.

Fig. 20.1 Core 20, as received for testing.



Client: Noble Consultants, Inc.
 Project Name: Ventura Harbor Commercial Fish Pier
 Contact: Jon Moore
 Submitter: Jon Moore
 Date Received: April 10, 2018

CTLGroup Project No.: 155737
 CTLGroup Project Mgr.: Jean Randolph
 Analyst: J. Pycz
 Approved by: Joni Jones
 Date Analyzed: April 17, 2018
 Date Reported: April 19, 2018

**ASTM C42 Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 Section 7: Cores for Compressive Strength**

Specimen Identification

CTLGroup Identification	4666103	4666105	4666108
Client Identification	Core 7	Core 9	Core 12
Date Core Obtained from the Field	4/2/18	4/2/18	4/2/18
Date end preparation was completed and core was placed in sealed bag	4/12/18	4/12/18	4/12/18
Date Core was Tested	4/17/18	4/17/18	4/17/18

Concrete Description

Nominal Maximum Aggregate Size, in.	3/4	3/4	3/4
Concrete Age at Test	15+ years	15+ years	15+ years
Moisture Condition at Test	per standard	per standard	per standard
Length of Core, As Drilled, in.	7	7	6
Orientation of Core Axis in Structure	Vertical	Vertical	Vertical
Cylinder End Preparation	Capped	Capped	Capped

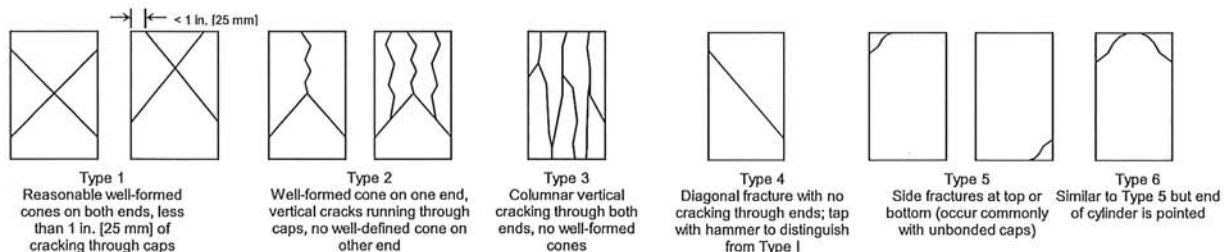
Concrete Dimensions

Diameter 1, in.	3.72	3.72	3.72
Diameter 2, in.	3.72	3.72	3.72
Average Diameter, in.	3.72	3.72	3.72
Cross-Sectional Area, in ²	10.87	10.87	10.87
Length Trimmed, in.	5.6	5.0	4.9
Length Capped, in.	5.8	5.2	5.0
Density, pcf	not measured	not measured	not measured

Compressive Strength and Fracture Pattern

Maximum Load, lb	69,101	52,718	68,023
Uncorrected compressive Strength, psi	6,360	4,850	6,260
Ratio of Capped Length to Diameter	1.56	1.40	1.36
Corrected Compressive Strength, psi	6,110	4,610	5,880
Fracture Pattern	Type 1	Type 1	Type 1

Schematic of Typical Fracture Patterns



Notes:

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ATTACHMENT 1



Client: Noble Consultants, Inc.
 Project Name: Ventura Harbor Commercial Fish Pier
 Contact: Jon Moore
 Submitter: Jon Moore
 Date Received: April 10, 2018

CTLGroup Project No.: 155737
 CTLGroup Project Mgr.: Jean Randolph
 Analyst: J. Pycz
 Approved by: Joni Jones
 Date Analyzed: April 17, 2018
 Date Reported: April 19, 2018

**ASTM C42 Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 Section 7: Cores for Compressive Strength**

Specimen Identification

CTLGroup Identification	4666110	4666111	4666113
Client Identification	Core 14	Core 15	Core 17
Date Core Obtained from the Field	4/2/18	4/2/18	4/2/18
Date end preparation was completed and core was placed in sealed bag	4/12/18	4/12/18	4/12/18
Date Core was Tested	4/17/18	4/17/18	4/17/18

Concrete Description

Nominal Maximum Aggregate Size, in.	3/4	3/4	3/4
Concrete Age at Test	15+ years	15+ years	15+ years
Moisture Condition at Test	per standard	per standard	per standard
Length of Core, As Drilled, in.	9 1/2	10 3/4	10
Orientation of Core Axis in Structure	Vertical	Vertical	Vertical
Cylinder End Preparation	Capped	Capped	Capped

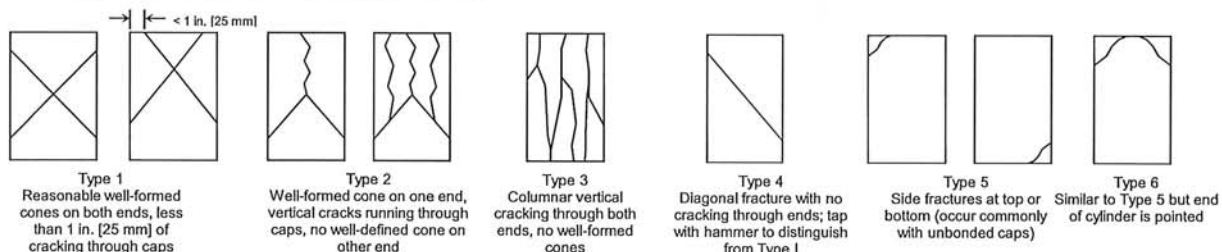
Concrete Dimensions

Diameter 1, in.	3.71	3.71	3.72
Diameter 2, in.	3.70	3.71	3.71
Average Diameter, in.	3.71	3.71	3.72
Cross-Sectional Area, in ²	10.81	10.81	10.87
Length Trimmed, in.	7.2	7.2	5.1
Length Capped, in.	7.4	7.4	5.3
Density, pcf	not measured	not measured	not measured

Compressive Strength and Fracture Pattern

Maximum Load, lb	42,501	41,475	58,427
Uncorrected compressive Strength, psi	3,930	3,840	5,380
Ratio of Capped Length to Diameter	1.98	1.98	1.42
Corrected Compressive Strength, psi	3,930	3,840	5,110
Fracture Pattern	Type 1	Type 1	Type 1

Schematic of Typical Fracture Patterns



Notes:

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ATTACHMENT 1



Client: Noble Consultants, Inc.
 Project Name: Ventura Harbor Commercial Fish Pier
 Contact: Jon Moore
 Submitter: Jon Moore
 Date Received: April 10, 2018

CTLGroup Project No.: 155737
 CTLGroup Project Mgr.: Jean Randolph
 Analyst: J. Pycz
 Approved by: Joni Jones
 Date Analyzed: April 17, 2018
 Date Reported: April 19, 2018

**ASTM C42 Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 Section 7: Cores for Compressive Strength**

Specimen Identification

CTLGroup Identification	4666115
Client Identification	Core 19
Date Core Obtained from the Field	4/2/18
Date end preparation was completed and core was placed in sealed bag	4/12/18
Date Core was Tested	4/17/18

Concrete Description

Nominal Maximum Aggregate Size, in.	3/4
Concrete Age at Test	15+ years
Moisture Condition at Test	per standard
Length of Core, As Drilled, in.	10
Orientation of Core Axis in Structure	Vertical
Cylinder End Preparation	Capped

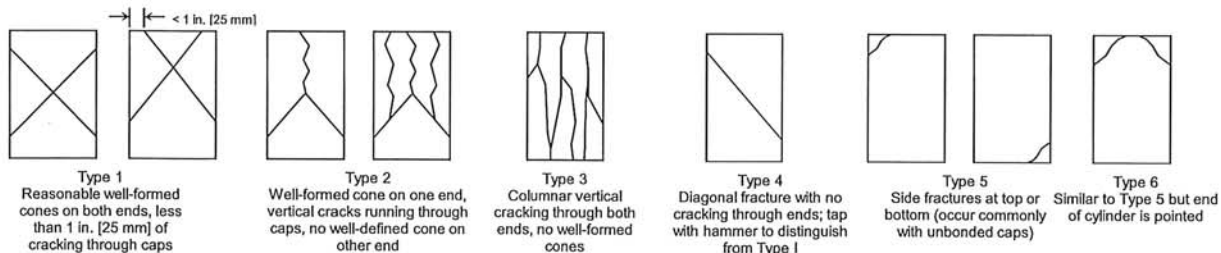
Concrete Dimensions

Diameter 1, in.	3.73
Diameter 2, in.	3.73
Average Diameter, in.	3.73
Cross-Sectional Area, in ²	10.93
Length Trimmed, in.	6.8
Length Capped, in.	7.0
Density, pcf	not measured

Compressive Strength and Fracture Pattern

Maximum Load, lb	49,223
Uncorrected compressive Strength, psi	4,500
Ratio of Capped Length to Diameter	1.88
Corrected Compressive Strength, psi	4,500
Fracture Pattern	Type 1

Schematic of Typical Fracture Patterns



Notes:

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BOARD OF PORT COMMISSIONERS

MAY 9, 2018

STANDARD AGENDA ITEM 3

APPROVAL OF BRANDIS TALLMAN LLC AGREEMENT

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

STANDARD AGENDA ITEM 3
Meeting Date: May 9, 2018

TO: Board of Port Commissioners
FROM: Oscar Peña, General Manager
SUBJECT: Approval of Brandis Tallman LLC Agreement

RECOMMENDATION:

That the Board of Port Commissioners authorize the General Manager to enter into an agreement for placement agent services with Brandis Tallman LLC for the purpose of financing the demolition and new construction of the Ventura Harbor Village Marina docks C, D, G and H. The District's legal counsel will review the final agreement which will be on the District's standard Professional Services Agreement form.

SUMMARY:

At the District's Regular Meeting of 4/25/18, Mr. Brandis provided the Board with marina financing options of \$4.5 million for the Harbor Village Marina project funding. This included:

- 20 year Private Placement
- 20 year Public Offering
- 30 year Public Offering

The Board rejected the 30 year public offering option because of the higher interest expense over 30 years.

There was interest in the other two options.

BACKGROUND:

Mr. Brandis will provide District staff with updated information to distribute to the Board and the public on May 9th on two project financing scenarios that include 20 yr. private placement and 20 yr. public offering and the benefits of each will be provided in the analysis. Additionally, as we fine tune this financing opportunity, staff is recommending \$4,610,000 as the estimated new project funding requirement. This is the total estimated cost provided by Noble Consultants-GEC, Inc (*see Attachment #1*).

It is staff's expectation that there will be a slightly higher interest cost and cost of issuance than reported to the Board on 4/25/18.

The District has utilized Brandis Tallman, LLC in the past to assist the District with its financing needs. In November 2015, they acted as Placement Agents for the Rate Reset for the 2008 and 2009 Refunding Certificates of Participation. They effectively lowered the interest rate which resulted in substantial savings to the District. In 2016, they assisted the District in refinancing the District's loans with the Department of Boating and Waterways at a lower rate offered by the Department.

Brandis Tallman, LLC has consistently offered excellent service to the District. Entering into an agreement for Placement Agent services is the first step to securing the funding necessary to demolish and construct new docks at Ventura Harbor Marina. At a subsequent meeting Mr. Brandis will describe in detail the best possible financing terms available. Based upon the information provided by Brandis Tallman, staff will seek direction from the Board on its

preference between the 20 yr. private placement option or the 20 yr. public offering so that they may begin work on the following scope of services:

- Develop Financing Schedule
- Monitor the Transaction Process
- Compute Sizing and Design Structure of the Financing
- Compile/Draft of Disclosure Reports for Private Placement or Public Offering Distribution
- Conduct Marketing and Distribution
- Structure Financing Terms
- Review Financing Documents
- Provide Pre-Closing and Closing Assistance

The overall coordination of the financing shall be such as to minimize the cost of the transaction coincident with maximizing the District's flexibility and capital market access. The District reserves the right to terminate the agreement or reject the proposed financing at any time.

FISCAL IMPACT:

Brandis Tallman will provide the fiscal impact to the District at a subsequent meeting of the Board.

ATTACHMENT:

Attachment 1 – Noble Consultants-GEC, Inc. Opinion of Probable Construction Cost for the VHV Marina Dock Replacement Project

NOBLE CONSULTANTS-GEC, Inc.

Mr. Oscar Peña
 Ventura Harbor Village Marina
 Replacement of C, D, G, and H Docks
 Opinion of Probable Construction Cost

April 18, 2018

Opinion of Probable Construction Cost – Ventura Harbor Village Marina Dock Replacement Project

1 Mobilization/ demobilization					\$260,000
1.1 Mobilization/ demobilization	1	LS		\$50,000	
1.2 General requirements	1	LS		\$90,000	
1.3 Regulatory permit compliance	1	LS		\$20,000	
1.4 Design/shop drawings/ approvals	1	LS		\$100,000	
2 Demolition					\$368,820
2.1 Remove and salvage 40'x4' H Dock gangway	1	LS		\$1,500	
2.2 Remove and set aside 40'x4' gangway at G, D, and C Docks	5	EA	\$1,500	\$7,500	
2.3 Abandon water, power and fire lines at G and H Dock landings	1	LS		\$20,000	
2.4 Remove and dispose of 16" oct x 40' concrete guide piles G and H Dock	44	EA	\$2,100	\$92,400	
2.5 Remove and dispose of 16" oct x 40' concrete guide piles D Dock	30	EA	\$2,100	\$63,000	
2.6 Remove and dispose of 16" oct x 40' concrete guide piles C Dock	26	EA	\$2,100	\$54,600	
2.7 Remove and dispose of G and H Dock: 9,680 sf timber deck; 82 6'x8'x22" concrete pontoons; 54 4'x8'x22" concrete pontoons; utilities	9,680	SF	\$5	\$58,000	
2.8 Remove and dispose of D Dock: 9,304 sf timber deck; 98 6'x8'x22" concrete pontoons; 11 4'x8'x22" concrete pontoons; utilities	9,304	SF	\$5	\$46,520	
2.9 Remove and dispose of C Dock: 5,060 sf timber deck; 68 8'x8'x22" concrete pontoons; utilities	5,060	SF	\$5	\$25,300	
3 Furnish and Install Concrete Floating Docks					\$1,479,800
3.1 G/H Dock	6,890	SF	\$70	\$482,300	
3.2 D Dock	8,188	SF	\$70	\$573,160	
3.3 C-D Connector Dock	882	SF	\$70	\$61,740	
3.4 C Dock	5,180	SF	\$70	\$362,600	
4 Furnish and Install 18" sq Concrete Guide Piles					\$511,200
4.1 G/H Dock (3@45'; 7@50'; 14@55')	24	EA	\$7,200	\$172,800	
4.2 D Dock (15@45'; 12@50')	27	EA	\$7,200	\$194,400	
4.3 C-D Connector Dock (2@45')	2	EA	\$7,200	\$14,400	
4.4 C Dock (3@45'; 8@50'; 7@55')	18	EA	\$7,200	\$129,600	
5 Gangway Landings					\$62,500
5.1 New G/H Dock CIP landing	1	LS		\$50,000	
5.2 Timber guardrail complete for G/H Dock Landing	1	LS		\$5,000	
5.3 Reset 40'x4' gangway at G/H, D, and C Docks	5	EA	1,500	\$7,500	
6 Furnish and Install Dock Utilities					\$830,000
6.1 Potable water sytem from gangway landing POC	1	LS		\$110,000	
6.2 Fire protection system from gangway landing POC	1	LS		\$115,000	
6.3 Electrical power from gangway landing POC	1	LS		\$490,000	
6.4 Potable water service to gangway landing POC	1	LS		\$10,000	
6.5 Fire protection service to gangway landing POC G/H and D Docks	1	LS		\$25,000	
6.6 Fire protection service to gangway landing POC C Dock	1	LS		\$40,000	
6.7 Electrical power service to gangway landing POC	1	LS		\$40,000	
Subtotal				\$3,512,320	
				Overhead & profit @ 25%	\$878,080
				Contingencies at 5%	\$219,520
Total estimated cost (rounded)					\$4,610,000
Probable bid range all work		Low			\$4,250,000
		High			\$5,100,000



BOARD OF PORT COMMISSIONERS

MAY 9, 2018

STANDARD AGENDA ITEM 4

RESCIND RESOLUTION No. 3349 AND
ADOPT RESOLUTION No. 3350
APPROVING THE MOU/CBA WITH
TEAMSTERS 186 REPRESENTING THE
PORT DISTRICT COURTESY PATROL
UNIT

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

STANDARD AGENDA ITEM 4
Meeting Date: May 9, 2018

TO: Board of Port Commissioners
FROM: Jessica Rauch, Clerk of the Board
SUBJECT: Rescind Resolution No. 3349 and Adopt Resolution No. 3350 Approving the MOU/CBA with Teamsters 186 Representing the Port District Courtesy Patrol Unit

RECOMMENDATION:

That the Board of Port Commissioners rescind Resolution No. 3349 and adopt Resolution No. 3350, approving the Memorandum of Understanding Collective Bargaining Agreement between the Ventura Port District and the International Brotherhood of Teamsters Local Union No. 186, representing all regular full-time employees classified as the Port District Courtesy Patrol.

SUMMARY:

On April 11, 2018, the Board adopted Resolution No. 3349, approving the Memorandum of Understanding (MOU) Collective Bargaining Agreement between the Ventura Port District and the International Brotherhood of Teamsters Local Union No. 186, representing all regular full-time employees classified as the "Dockmaster/Security Officer Unit." Due to the incorrect classification of "Dockmaster/Security Officer Unit, which changed to "Port District Courtesy Patrol Unit," staff is requesting the Board rescind Resolution No. 3349 and adopt Resolution No. 3350 to make this correction as reflected in the ratified MOU.

BACKGROUND:

Over the last several months, the District's General Manager and Marina Manager met with Union Representatives and steward to meet and confer in good faith concerning wages, hours and other terms and conditions of employment. Subject to the approval by the members of the Unit and approval by the Board of Port Commissioners, the MOU shall become effective April 11, 2018 through April 11, 2020.

FISCAL IMPACT:

None.

ATTACHMENTS:

Attachment 1 – Resolution No. 3350

Exhibit A to Attachment 1 – Executed Memorandum of Understanding

ATTACHMENT 1



RESOLUTION NO. 3350

**RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE VENTURA
PORT DISTRICT APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE VENTURA PORT DISTRICT AND TEAMSTERS
186 REPRESENTING THE PORT DISTRICT COURTESY PATROL UNIT**

WHEREAS, the Memorandum of Understanding and Collective Bargaining Unit Agreement between the Ventura Port District and Teamsters 186 expired on August 30, 2017; and

WHEREAS, in compliance with the requirements of the Meyers-Milias Brown Act, the Ventura Port District and the Teamsters 186 continued to meet and confer in good faith concerning wages, hours and other terms and conditions of employment in the form of Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Port Commissioners of the Ventura Port District hereby approves the Memorandum of Understanding between the Ventura Port District and the International Brotherhood of Teamsters, Local Union No. 186 for and on behalf of the Port District Courtesy Patrol Unit, effective April 11, 2018; and

BE IT FURTHER RESOLVED, that the General Manager and staff are hereby authorized and directed to take such actions as may be reasonably necessary to implement and abide by the Memorandum of Understanding as described in Exhibit A; and

BE IT FURTHER RESOLVED, that the Board of Port Commissioners rescind Resolution No. 3349 referencing "Dockmaster/Security Officer" and adopt the revised Resolution No. 3350 in the manner set forth herein; and

PASSED APPROVED AND ADOPTED by the Board of Port Commissioners this 9th day of May 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Everard Ashworth, Chairman

Jim Friedman, Secretary



EXHIBIT A



MEMORANDUM OF UNDERSTANDING COLLECTIVE BARGAINING AGREEMENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 186

AND

THE VENTURA PORT DISTRICT

Dated: (Ratification) APRIL 11, 2018

2 Year Term

**MEMORANDUM OF
UNDERSTANDING
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EXHIBIT A

PREAMBLE

This is the Memorandum of Understanding (Collective Bargaining Agreement) between the Ventura Port District, hereafter known as the "District" and the duly authorized representative, the International Brotherhood of Teamsters Local Union No. 186, hereafter known as the "Union". It is the result of meeting and conferring in good faith regarding the matters of wages, hours and other terms and conditions of employment for the Port District Courtesy Patrol.

ARTICLE 1 – RATIFICATION

It is agreed that this Memorandum of Understanding has no force or effect until ratified by the Union members of the Unit and approved and implemented by the Board of Port Commissioners.

ARTICLE 2 – FORMAL RECOGNITION

The Union is hereby designated as the formally recognized employee organization for all regular full-time employees occupying the classification of Port District Courtesy Patrol

ARTICLE 3 – UNION SECURITY

- A. It shall be a condition of employment that all employees of the District covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first calendar day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on its effective date shall, on the thirty-first calendar day following the beginning of such employment, become and remain members in good standing in the Union.
- B. The District agrees to deduct monthly from the wage of each employee covered by this Agreement, upon signed authorization therefore, such employee's union dues assessment, and monthly dues owing to the Union as a result of membership therein and shall forward said dues to the Union's Secretary-Treasurer.

All such deductions shall be made from the first paycheck of each month, and all sums to be deducted shall be remitted to the Secretary-Treasurer of the Local Union, not later than the fifteenth (15th) day of each calendar month. All checks shall be made payable to the Teamsters, in accordance with written notification from the Union to the District. The Union agrees to indemnify the District and make it whole against any claims or action arising out of the deduction and remittance of the Union fees and/or monthly dues.

ARTICLE 4 – HOURS AND DAYS OF WORK/WORKWEEK SCHEDULE

Employees assigned to shift work may be rotated between the various shifts from time to time. Those assigned to shift work are entitled to one half hour meal period per shift. During the meal period, the employee must be within hearing proximity of the radio system. Employees assigned to shift work may be rotated between the various shifts from time to time. Those assigned to shift work are entitled to one half hour meal period per shift. During the meal period, the employee must be within hearing proximity of the radio system.

Regular 5 days of 8 hours worked for a 40 hour work week

The "9/80 Alternative Workweek Schedule" allow an employee to work four (4) 9-hour days plus on (1) 8-hour day in one seven-day period (44 hours) and four (4) 9-hours days in an

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alternating seven day period (36 hours) without the payment of an overtime rate of compensation. For all employees working a 9/80 work schedule, the workweek shall begin exactly four hours into the 8-hour shift on the day which constitutes their regularly scheduled alternating day off. Participating employees working longer than nine hours but no more than twelve hours in a day pursuant to the alternative workweek schedule, or more than forty hours per workweek, shall be paid an overtime rate of compensation of one and one-half times the regular rate of pay. If a District holiday falls on an employee's regularly scheduled day off while participating in the 9/80 workweek, that employee will accrue nine hours of Comp Time. This Comp Time must be used within two months after the employee receives the approval from the employee's supervisor.

If additional staff is hired by the Marina Manager or General Manager the District reserves the right to designate a specific schedule for new hires during the term of the MOU.

ARTICLE 5 – HOLIDAYS

PAID LEAVES

Each full-time employee shall be entitled to the following holidays each calendar year with pay:

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The Friday after Thanksgiving,
Christmas Day (December 25)
Two (2) personal holidays.

If any of these holidays falls on a Sunday, the following Monday shall be treated as the holiday. If the holiday falls on a Saturday, the preceding Friday shall be treated as the holiday. For Departments that have employees who regularly work weekends, the holiday shall be observed on the actual holiday regardless of day of the week on which the holiday falls. Employees must be employed by the District on the day preceding and the day following a holiday for the employee to be entitled to a paid holiday. Employees who are on authorized paid leave are considered as employed for purposes of this policy.

Employees may request to take off two days per fiscal year as personal holidays. These personal holidays will be lost if not taken in the fiscal year. Prior approval from the General Manager is required.

At the discretion of the General Manager the holiday schedule may be amended.

Holiday Pay

Any non-exempt employee who is off on a holiday for any reason, except for industrial related injury or disability, shall receive either one day of Holiday Pay or one day of compensatory time as appropriate.

Employees on Long Term Disability or extended Worker's Comp (over 90 days) shall not be eligible for Holiday Benefits and no compensatory time shall accrue.

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Any non-exempt employee who works a holiday as part of his or her normal workweek shall receive 1.5 times his or her hourly wage for each hour worked plus one day of compensatory time.

Any hours a non-exempt employee works on a Holiday over his or her normal workday shall be paid at double-time.

Any non-exempt employee who works a holiday in addition to his or her normal workweek shall receive double-time for hours worked plus one day of compensatory time. Any hours worked beyond the employees normal workday shall also be paid at double-time.

ARTICLE 6 – UNIFORM SERVICE

Each Port District Courtesy Patrol will have the option, at District expense, to utilize a Uniform Service to provide and clean the basic uniform.

ARTICLE 7 – ISSUED EQUIPMENT AND ALLOWANCE

The District will provide and replace as necessary the following essential equipment for each Port District Courtesy Patrol: Belt, shoes, hat, jacket, foul weather gear, flashlight (for swing and graveyard shifts), waterproof VHF radio, and other equipment deemed essential for the job by the Marina Manager. All equipment will be returned to the Port District upon separation from employment.

All Port District Courtesy Patrol will be reimbursed up to \$300.00 per fiscal year, with proof of items purchased related to employment as Port District Courtesy Patrol. This gear will be retained by the employee upon separation from employment. The Marina Manager will maintain allowance records.

ARTICLE 8 – VEHICLE USE

The District will provide a shared vehicle to the Port District Courtesy Patrol to use on patrol to perform daily and other job functions. The members of the Unit will be responsible to keep the vehicle clean and fueled. They will report mechanical issues to the Maintenance Department for repair.

ARTICLE 9 – HEALTH AND SAFETY

The District will comply with State and Federal Laws health and safety standards.

ARTICLE 10 – SUCCESSOR AGENCY

In the event the District sells, transfers or assigns property to another entity, be it a public or private agency, the District will use its best efforts to seek the transfer by the successor or entity of existing regular employees Port District Courtesy Patrol and their compensation schedule and benefits.

ARTICLE 11 – CONFLICTS OR CHANGES IN POLICY

It is understood and agreed that the Ventura Port District maintains a Human Resources Manual that applies to all employees of the District who are not members of the Board of Port Commissioners.

If a provision of these policies conflicts with any provision of an applicable collective bargaining agreement entered into by the District and a recognized employee organization, to the extent of such conflict, the provisions of the Teamsters Local 186 collective bargaining agreement (MOU) shall be deemed controlling unless the policies have been renegotiated recently.

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The District shall provide Teamster Local Union No. 186 with advanced reasonable notice, but in no case less than (20) twenty working days, of any proposed changes in policy that could affect wages, hours and other terms and conditions of employment with the intent that the District would meet and confer in good faith.

ARTICLE 12 – VALIDITY OF M.O.U.

Should any portion of this MOU be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such portion of this M.O.U. shall not invalidate the remaining portions hereof. They shall remain in full force and effect.

ARTICLE 13 – AGENCY SHOP

Every employee in the bargaining unit is represented by Teamsters Local 186 and shall, as a condition of employment, either join the Union paying the appropriate Union dues, or pay an agency shop fee. Employees who are members of a bona fide religion, body or sect that have historically held conscientious objection to joining or financially supporting public employee organizations, may, as an alternative pay a sum equal to the agency shop fee to a non-religious and non-labor charitable fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such an employee will be required to fill out the appropriate form provided by the District and designate the charitable fund(s) including name, address and phone number for which he/she intends to submit the charitable contribution in lieu of the agency shop fee.

Proof of such payment of such funds will be required to be submitted by the 15th of the each calendar month to Payroll for verification. A copy of proof and the initial form will be forwarded to the Union.

It is mutually agreed by the parties that the agency shop provisions of this MOU may be rescinded by a majority vote of all employees represented by this Unit as set forth in California Government Code section 3501.5(d).

Unit employees who are members of the Union on the effective date of this MOU and those who voluntarily join thereafter during the term of this MOU are required to maintain their membership during the term of this MOU.

In accordance with Government Code Section 3502.5(f), Teamsters is required to keep an adequate record of its financial transactions and shall make available annually to the District and the District employees who are members of the Union, within 60 days after the end of the fiscal year, financial records specifically identified in Government Code section 3505.2(f). The Teamsters agree to comply with Government Code section 3502.5(f).

The Unit shall establish an Agency Shop. Teamsters Local 186 agrees to indemnify and hold the District harmless against any liability arising from any claims, demands or other action relating to the District's compliance with this section and with compliance with the agency fee obligation. For purposes of this section, Agency Shop shall be as defined in the California Government Code, Section 3502.5 and the provisions of this section relating to payments and administration of Agency Shop shall apply.

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ARTICLE 14 – UNION ACCESS

A. Designation of Stewards

1. The Union may designate one trained steward. At the invitation of the represented employee, the steward may represent employees in grievances or disciplinary appeals, as outlined in the District's Human Resources Manual. The steward shall serve as a communication link between the Union and management and otherwise represent the interests of the Union. The name of the steward, once designated by the Union, shall be submitted, at least annually, or as vacancies occur, to the General Manager for appropriate distribution.
2. The steward, to the extent such cannot be done on non-duty time, may use a reasonable amount of on-duty time for the purposes of processing grievances or appeals of represented employees. Such use of on-duty time shall be subject to advance approval by the General Manager and it shall not interfere with the normal operations or with established safety or job requirements.

B. Reasonable Access

1. Reasonable access to employees work locations shall be granted to officers of Teamsters Local 186 and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation; provided the District is given reasonable advanced notice and provided such access to work locations does not interfere with the normal operations of the District.

ARTICLE 15 – BULLETIN BOARD

The District shall provide a bulletin board which shall be used for authorized Union notices.

ARTICLE 16 – MAINTENANCE OF STANDARDS

No employee shall suffer retaliation, disciplinary action or lose benefits as a result of joining the Union.

ARTICLE 17 – GRIEVANCE PROCEDURE

At the invitation of the represented employee, a Union Representative or Union Steward may participate in the District's Grievance Process, which is outlined in its Human Resources Manual.

- A. A grievance shall be defined as a violation by the District of a specific article of this Agreement, including layoffs, suspensions, or discharges of employees entitled to contest such action. In any event a grievance must be filed in writing with a copy to the District. Employees' failure to file a grievance in writing within seven (7) working days after the known occurrence of the act which resulted in the grievance, or failure to follow the grievance procedure in accordance with the steps, time limits and conditions contained herein, shall render the grievance null and void. The District normally must take disciplinary action, where either a suspension or discharge is involved, within ten (10) working days of the infraction or knowledge of the infraction. In unusual circumstances, the time limit may be waived with written notification to the Union.
- B. An earnest effort shall be made to settle grievances in a timely manner under the following procedures:

Step 1. The employee and the shop steward, if desired by the employee, shall meet with the immediate supervisor and attempt to resolve any grievance.

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Step 2. If no resolution is reached after Step 1, the Business Representative of the Union and the General Manager shall meet within fifteen (15) calendar days from the filing of the written grievance, or a longer period if mutually agreed upon in writing, to attempt to resolve the grievance.

Step 3. If the District and the Union fail to reach agreement in Step 2, and both parties mutually agree, the grievance can be submitted to the State Mediation Service. At an informal hearing, the mediator will attempt to resolve the issue. The District and the Union agree to the hearing and that the decision of the mediator will be advisory and not binding on the parties.

If there is no resolution reached after steps 1, 2, and 3, the Chairman of the Board of Port Commissioners shall appoint a subcommittee to meet and review the grievance with the employee. The subcommittee shall respond within 30 days from the date of the meeting. The Union agrees that the decision of the subcommittee will be binding.

ARTICLE 18 – CLASSIFICATIONS

- A. The represented classification is:
Full-time Port District Courtesy Patrol
- B. The District will make their best effort to fill a Full-Time Port District Courtesy Patrol position when a vacancy exists.

ARTICLE 19 – SENIORITY

- A. Employee's seniority will not be established until after employee has been in the service of the District for twelve (12) months. It is mutually agreed that seniority shall be defined as length of continuous service without break. Break in continuity of service with resulting cancellation of seniority will result from any of the following: (1) discharge; (2) resignation, retirement or other termination of service by voluntary act of employee; (3) continued absence of one year or more from work. (4) absences without good cause; (5) working for another employer during a leave of absence, without prior notification to and approval by the Union and by General Manager of the District; (6) is a no-call, no-show for three consecutive working days, unless the employee can prove by competent medical evidence that he was physically unable to notify the District of his absence or have someone notify the District on his behalf; and (7) fails to notify the District of his intent to return within seventy-two (72) hours after receiving a notice of recall from layoff by way of certified mail.
- B. The District shall discharge an employee at the expiration of seven (7) calendar days following receipt of written notice from the Union that the employee has failed to complete or maintain membership in good standing in the Union unless the employee has corrected the deficiency and the District is so notified within the seven (7) days.
- C. Layoff and Recall: Seniority shall prevail in demotions occurring as a result of reductions in the work force, layoffs, and rehiring, provided the senior employee is both qualified and able to perform the work required. In the event of layoff, seniority shall prevail only if the employee involved is at the time of applying for the position involved, qualified by experience or training so that training in the new position will be for familiarization only. In these cases, seniority shall prevail in bid classifications and work weeks, qualifications and ability to perform work as required being equal, as reasonably determined by the District General Manager.

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A layoff out of the inverse of Seniority may be made if special job skills are required as reasonably determined by the General Manager. In cases where there are two or more employees in the classification from which the layoff is to be made who have the same seniority date, such employees shall be laid off on the basis of the last evaluation rating in the class.

ARTICLE 20 – VENTURA PORT DISTRICT RIGHTS

- A. The Union recognizes that the District has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage District services and work force performing those services in all respects.
- B. The District General Manager and appropriate Supervisor have and will continue to retain exclusive decision-making authority over matters within their jurisdiction that are not lawfully and expressly modified by specific provisions of this Memorandum.
- C. The exclusive rights of the District shall include, but not be limited to:
- the right to determine the organization of the District government and the purpose and mission its constituent departments
 - to set standards of services to be offered to the public, and, through its management officials, to exercise control and discretion over its organization and operations
 - to establish, modify, and implement administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum
 - to direct its employees
 - to take disciplinary action consistent with legal requirements
 - to relieve its employees from duty because of lack of work or for other legitimate reasons in accordance with applicable District procedures
 - to determine whether goods or services shall be made, purchased or contracted for
 - to determine the methods, means, and personnel by which the District's services are to be provided, including the right to schedule and assign work and overtime
 - and to otherwise act in the interest of efficient service to the community
 - nothing in this provision shall be deemed to supersede Federal and State Laws.

ARTICLE 21 – HEALTH INSURANCE AND OTHER EMPLOYEE BENEFITS

The Port District's contribution to Medical and Dental Insurance Plans and Optional Benefit Plan will be equal to the contribution given to other full-time non-represented District employees.

ARTICLE 22 – RETIREMENT

The District shall continue to provide for employee retirement benefits through participation in the California Public Employee's Retirement System (CalPERS). The effective date of this MOU shall be approved by members of the unit and approved and implemented by the Board of Port Commissioners. Union Members shall be required to pay for the employee's share of the PERS retirement contribution. The District will no longer pay the employees share of the PERS retirement. The PERS retirement includes:

- 1) Miscellaneous Formula 2% at 55 Retirement Program,
- 2) Credit for unused sick leave,
- 3) One-Year Final Compensation,
- 4) The Employee contribution to PERS Retirement is "7% of Salary"

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New employees hired to the Unit on or after January 1, 2013, will be subject to the provisions of "The Pension Reform Act of 2013", including any subsequent legislation or court rulings. Existing Misc employees shall be subject to all PERS requirements as provided by the California Public Employees Retirement System at all times of employment with the District.

ARTICLE 23 – CONCLUSIVENESS

Within this Memorandum of Understanding, the District has met its obligations to meet and confer in good faith as provided by law for the term hereof. However, any changes proposed by the District in the Personnel Rules and Regulations that fall with the scope of meeting and conferring pursuant to the Meyers-Milias-Brown Act (MMB) and this Memorandum of Understanding that affect employees represented by the Union will be submitted to the Union 30 days in advance of such proposed action, except in case of emergency as provided by the Meyers-Milias-Brown Act, for the purpose of meeting and conferring regarding such proposed changes.

ARTICLE 24 – WAGES

Effective on the ratification date of this MOU, the monthly salary range for the represented positions of the Port District Courtesy Patrol shall be:

Salary Range Year 1	\$2,739 - \$4,152/month
Salary Range Year 2	\$2,821 - \$4,277/month

Effective upon ratification of this MOU, the represented employees shall receive an increase of 8%, of which 7% will be attributed to the employee's share of the PERS retirement benefit as outlined in Article 25. Additionally, upon the date this MOU is approved by members of the unit and approved and implemented by the Board of Port Commissioners, the employees shall be paid a one-time bonus of \$250. Upon the 13th month of the proposed MOU term, the represented employees' wages shall be adjusted by 2% with a satisfactory evaluation.

ARTICLE 25 – TERM OF AGREEMENT

The term of this agreement shall be two years, commencing the date this MOU is approved by members of the unit and approved and implemented by the Board of Port Commissioners. This agreement is hereby agreed to and shall remain in full force and effect after ratification by the employees and approval by the Board of Port Commissioners.

FOR THE EMPLOYER:

Ventura Port District



Oscar Peña, General Manager

FOR THE UNION:

International Brotherhood of Teamsters
Local Union No. 186



Abel Garcia, Secretary-Treasurer
Principal Officer