



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156
A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCS.D.COM

BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

NOTICE IS HEREBY GIVEN that the Board of Directors of the Channel Islands Beach Community Services District will hold A Regular Meeting beginning at 6:00 PM on Tuesday, August 14, 2018. The Meeting will be held at the **District Office Conference Room, 353 Santa Monica Drive, Channel Islands Beach, CA 93035.** The Agenda is as follows:

A. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:

B. PUBLIC COMMENTS:

1. Opportunity for members of the public to address the Board on matters under the purview of the District and which are not on the agenda. (Time limit 3 minutes per speaker)

C. CONSENT CALENDAR:

1. Approve the Agenda Order
2. Financial Reports:
 - a. Cash Disbursal & Receipt Report –July 2018
3. Minutes
 - a. July 10, 2018 Regular Board Meeting

4. Authorize customer request for relief from water charges due to leaks on the property consistent with Resolution 16-06:

	Account Number	Water Relief	Sewer Relief	Total Relief
a.	16850-04	\$41.31	\$118.50	\$159.81
b.	09150-03	\$26.56	\$130.19	\$156.75
c.	19150-02	\$21.02	\$82.44	\$103.46
d.	19610-02	\$140.80	\$329.74	\$470.54
e.	07100-03	\$82.62	\$216.39	\$299.01
f.	31040-01	\$59.40	\$139.11	\$198.51

D. OPERATIONS AND MAINTENANCE REPORT

E. ACTION CALENDAR

1. Award of Contract for Smart Meter Installation Services and Funding Resolution Recommendation:
 - 1) Approve Agreement with National Meter Inc. for the installation of 1,794 residential water meters, for a not-to-exceed amount of \$151,092.82.
 - 2) Approve Resolution authorizing financing agreement with California Special Districts Association Financing Corporation

2. Procurement of New Billing Software System Recommendation:
 - 1) Approve agreement with for with CUSI (Continental Utility Solutions, Inc.) for billing and account management software.

3. Smart Meter Opt Out Discussion Recommendation:
 - 1) Provide feedback to staff regarding Smart Meter opt out provisions to include in Smart Meter & Leak Relief Policy

4. Nominations for LAFCO Candidates Recommendation:
 - 1) Board discretion to nominate candidate

F. INFORMATION CALENDAR

1. Welcome Letter to Oxnard City Manager
2. Welcome Letter to Channel Islands Harbor Director

3. Grand Jury Response
4. PHWA Agenda Review
5. Report from Board Members of any meeting or conference where compensation from the District for attendance was received

G. BOARD MEMBER COMMENTS

H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS

I. CLOSED SESSION

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS** – Regarding Disposal of Real property in accordance with Government Code Section 54956.8

AGENDA POSTING CERTIFICATION

This agenda was posted Thursday, August 9, 2018 by 5:00 PM. The agenda is posted at the District Office and two public notice bulletin boards, which are accessible 24 hours per day. The locations include:

- Hollywood Beach School, 4000 Sunset
- Corner Store, 2425 Roosevelt Blvd.
- District Office, 353 Santa Monica Drive

Agendas are also posted on the District's website at www.cibcsd.com.



Akbar Alikhan
General Manager

REQUESTS FOR DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, IN ORDER TO ATTEND OR PARTICIPATE IN A MEETING, SHOULD BE MADE TO THE SECRETARY OF THE BOARD IN ADVANCE OF THE MEETING TO ENSURE THE AVAILABILITY OF REQUESTED SERVICE OR ACCOMODATION. NOTICES, AGENDAS AND PUBLIC DOCUMENTS RELATED TO THE BOARD MEETINGS CAN BE MADE AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST.

Channel Islands Beach 2013

8/9/2018 11:55 AM

Register: 1002 · Checking Pacific Western

From 07/01/2018 through 07/31/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/02/2018		QuickBooks Payroll ...	-split-	Created by Pay...	22,137.10			686,608.29
07/03/2018	5096	A to Z Law, LLP	2000 - Accounts Payable		1,210.00			685,398.29
07/03/2018	5097	AWA	2000 - Accounts Payable		60.00			685,338.29
07/03/2018	5098	BRIAN KEANE	2000 - Accounts Payable	Customer Refu...	71.20			685,267.09
07/03/2018	5099	DANI PETERS	2000 - Accounts Payable	CUSTOMER ...	289.57			684,977.52
07/03/2018	5100	Denney Pierce	2000 - Accounts Payable	Repair on Roos...	196.00			684,781.52
07/03/2018	5101	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd 4/16/18 t...	40,330.93			644,450.59
07/03/2018	5102	Elecsys Corporation	2000 - Accounts Payable		223.50			644,227.09
07/03/2018	5103	FedEX	2000 - Accounts Payable		20.86			644,206.23
07/03/2018	5104	Golden State Copier	2000 - Accounts Payable	Folding Machi...	2,083.00			642,123.23
07/03/2018	5105	Hollister & Brace	2000 - Accounts Payable		3,937.50			638,185.73
07/03/2018	5106	LAFCO	2000 - Accounts Payable	LAFCO FY 18'...	2,704.00			635,481.73
07/03/2018	5107	Miguel Zavalza	2000 - Accounts Payable	pirkle park	225.00			635,256.73
07/03/2018	5108	Mission Linen & Uni...	2000 - Accounts Payable		155.57			635,101.16
07/03/2018	5109	Port Hueneme Marin...	2000 - Accounts Payable		445.99			634,655.17
07/03/2018	5110	Proven Print Services	2000 - Accounts Payable	Consumer Con...	2,421.37			632,233.80
07/03/2018	5111	SHAWNA COLE	2000 - Accounts Payable	CUSTOMER ...	150.00			632,083.80
07/03/2018	5112	SWRCB-DWOCP	2000 - Accounts Payable	VOID:		X		632,083.80
07/03/2018	5113	Cardmember Service	2000 - Accounts Payable		2,740.68			629,343.12
07/03/2018	5114	Nationwide Retirement	2000 - Accounts Payable	pr. pd. 6-2-18 t...	1,812.40			627,530.72
07/03/2018	5115	SEIU, Local 721	2000 - Accounts Payable	May & June D...	335.00			627,195.72
07/03/2018	5117	Nationwide Retirement	2000 - Accounts Payable	pr pd 6/16/18 t...	1,797.04			625,398.68
07/03/2018	5118	Data West Corp.	2000 - Accounts Payable		540.00			624,858.68
07/03/2018	5119	HDS White Cap Con...	2000 - Accounts Payable		2,034.22			622,824.46
07/03/2018	5120	Mobile Wrench	2000 - Accounts Payable		538.10			622,286.36
07/03/2018	5121	Base Auto Parts	2000 - Accounts Payable		380.05			621,906.31
07/03/2018	5122	Famcon Pipe and Su...	2000 - Accounts Payable		1,312.74			620,593.57
07/03/2018	5123	FGL Environmental I...	2000 - Accounts Payable		344.00			620,249.57
07/03/2018	5124	Frontier	2000 - Accounts Payable		427.20			619,822.37
07/03/2018	5125	Leo Martinez	2000 - Accounts Payable		418.27			619,404.10
07/03/2018	5126	Philip's Janitorial Ser...	2000 - Accounts Payable		231.25			619,172.85
07/03/2018	5127	Plumbers Depot, Inc.	2000 - Accounts Payable		13,139.73			606,033.12
07/03/2018	5128	Rockwell Engineerin...	2000 - Accounts Payable		10,681.88			595,351.24
07/03/2018	5129	SCE- Office	2000 - Accounts Payable		243.93			595,107.31
07/03/2018	5091	Ellen S Spiegel	-split-		369.40			594,737.91
07/03/2018	5092	Kristina N Brewer	-split-		369.40			594,368.51
07/03/2018	5093	Marcia L Marcus	-split-		369.40			593,999.11
07/03/2018	5094	Robert T Nast	-split-		369.40			593,629.71
07/03/2018	5095	Susan Koesterer	-split-		184.70			593,445.01
07/03/2018	To Print	Akbar Alikhan	-split-	Direct Deposit		X		593,445.01

Channel Islands Beach 2013

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From 07/01/2018 through 07/31/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/03/2018	To Print	Carol J Dillon	-split-	Direct Deposit		X		593,445.01
07/03/2018	To Print	Casey D Johnson	-split-	Direct Deposit		X		593,445.01
07/03/2018	To Print	E.D. Brock	-split-	Direct Deposit		X		593,445.01
07/03/2018	To Print	Erika F Davis	-split-	Direct Deposit		X		593,445.01
07/03/2018	To Print	Keila E Wilson	-split-	Direct Deposit		X		593,445.01
07/03/2018	To Print	Mark A Espinosa	-split-	Direct Deposit		X		593,445.01
07/03/2018	To Print	Peter A. Martinez	-split-	Direct Deposit		X		593,445.01
07/06/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/6			249.81	593,694.82
07/06/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/2			245.35	593,940.17
07/06/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/2			6,079.98	600,020.15
07/06/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/3			3,958.86	603,979.01
07/06/2018	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 7/2			150.00	604,129.01
07/06/2018	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 7/7			150.00	604,279.01
07/06/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/5			3,389.15	607,668.16
07/06/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/5			1,051.81	608,719.97
07/06/2018	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 7/6			150.00	608,869.97
07/06/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/6			12,200.94	621,070.91
07/10/2018	5130	Bay Alarm Company	2000 - Accounts Payable	103152	170.00			620,900.91
07/10/2018	5131	CIBCSA-Petty Cash	2000 - Accounts Payable		182.58			620,718.33
07/10/2018	5132	Dial Security	2000 - Accounts Payable		180.00			620,538.33
07/10/2018	5133	Fausset Printing	2000 - Accounts Payable		112.28			620,426.05
07/10/2018	5134	Frontier	2000 - Accounts Payable		40.83			620,385.22
07/10/2018	5135	KEH & Associates, I...	2000 - Accounts Payable		1,867.50			618,517.72
07/10/2018	5136	Mobile Wrench	2000 - Accounts Payable		188.55			618,329.17
07/10/2018	5137	Rockwell Engineerin...	2000 - Accounts Payable		14,051.19			604,277.98
07/10/2018	5138	VCSDA	2000 - Accounts Payable	FY 18-19	150.00			604,127.98
07/10/2018	5139	Ventura County Star	2000 - Accounts Payable		149.16			603,978.82
07/11/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/10			9,390.16	613,368.98
07/11/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/10			7,192.32	620,561.30
07/11/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/10			1,736.56	622,297.86
07/11/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/11			2,190.00	624,487.86
07/11/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/9			11,523.06	636,010.92
07/11/2018	RETCK	QB:Returned Item	1200 - Accounts Recei...	Beachfront Rec...	247.34			635,763.58
07/12/2018	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	E-checks			33,522.51	669,286.09
07/12/2018	5145	AWA	2000 - Accounts Payable	luncheon, Broc...	105.00			669,181.09
07/12/2018	5146	Badger Meter	2000 - Accounts Payable		30.00			669,151.09
07/12/2018	5147	Document Systems, I...	2000 - Accounts Payable	office hp	67.97			669,083.12
07/12/2018	5148	FGL Environmental I...	2000 - Accounts Payable		2,879.00			666,204.12
07/12/2018	5149	Frontier	2000 - Accounts Payable		39.02			666,165.10
07/12/2018	5150	Frontier-Office	2000 - Accounts Payable		111.14			666,053.96

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/12/2018	5151	HDS White Cap Con...	2000 - Accounts Payable		2,034.22			664,019.74
07/12/2018	5152	House Sanitary Supply	2000 - Accounts Payable		123.42			663,896.32
07/12/2018	5153	ImageSource	2000 - Accounts Payable		272.24			663,624.08
07/12/2018	5154	Pacific Couriers	2000 - Accounts Payable		205.70			663,418.38
07/12/2018	5155	PHWA	2000 - Accounts Payable		61,667.96			601,750.42
07/12/2018	5156	Prime Masonry Mate...	2000 - Accounts Payable		321.91			601,428.51
07/12/2018	5157	Soares, Sandall, Bern...	2000 - Accounts Payable		867.00			600,561.51
07/12/2018	5158	Spectrum	2000 - Accounts Payable	cable	44.64			600,516.87
07/12/2018	5159	Tampa Hardware 2	2000 - Accounts Payable		488.38			600,028.49
07/12/2018	5160	Underground Service...	2000 - Accounts Payable		19.90			600,008.59
07/12/2018	5161	ACWA/Joint Powers...	2000 - Accounts Payable	Workman's Co...	2,721.80			597,286.79
07/12/2018	5162	ACWA/JPIA Health ...	2000 - Accounts Payable		954.97			596,331.82
07/13/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/13			3,069.01	599,400.83
07/13/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/12			1,193.03	600,593.86
07/13/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/11			653.19	601,247.05
07/13/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/12			28,184.59	629,431.64
07/17/2018	ACH	CalPers	-split-	Health Ins.	8,620.70			620,810.94
07/17/2018		QuickBooks Payroll ...	-split-	Created by Pay...	22,435.78			598,375.16
07/18/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/18			3,739.99	602,115.15
07/18/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/17			11,100.59	613,215.74
07/18/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/17			6,789.39	620,005.13
07/18/2018	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 7/16			300.00	620,305.13
07/18/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/16			9,573.53	629,878.66
07/18/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/16			300.00	630,178.66
07/18/2018	To Print	Akbar Alikhan	-split-	Direct Deposit		X		630,178.66
07/18/2018	To Print	Carol J Dillon	-split-	Direct Deposit		X		630,178.66
07/18/2018	To Print	Casey D Johnson	-split-	Direct Deposit		X		630,178.66
07/18/2018	To Print	E.D. Brock	-split-	Direct Deposit		X		630,178.66
07/18/2018	To Print	Erika F Davis	-split-	Direct Deposit		X		630,178.66
07/18/2018	To Print	Keila E Wilson	-split-	Direct Deposit		X		630,178.66
07/18/2018	To Print	Mark A Espinosa	-split-	Direct Deposit		X		630,178.66
07/18/2018	To Print	Peter A. Martinez	-split-	Direct Deposit		X		630,178.66
07/20/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/19			28,297.95	658,476.61
07/20/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/19			3,214.59	661,691.20
07/20/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/19			751.35	662,442.55
07/20/2018	5163	Aflac	2000 - Accounts Payable		235.70			662,206.85
07/20/2018	5164	AT & T	2000 - Accounts Payable		568.76			661,638.09
07/20/2018	5165	CWEA	2000 - Accounts Payable	Earl David Bro...	188.00			661,450.09
07/20/2018	5166	Famcon Pipe and Su...	2000 - Accounts Payable		955.60			660,494.49
07/20/2018	5167	FGL Environmental I...	2000 - Accounts Payable		783.00			659,711.49

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Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
07/20/2018	5168	Frontier	2000 - Accounts Payable		404.13		659,307.36
07/20/2018	5169	Office Depot	2000 - Accounts Payable		27.12		659,280.24
07/20/2018	5170	Ron's Signs	2000 - Accounts Payable	For Sale sign o...	398.25		658,881.99
07/20/2018	5171	So. California Edison...	2000 - Accounts Payable		1,373.91		657,508.08
07/20/2018	5172	Spectrum	2000 - Accounts Payable	internet	124.98		657,383.10
07/20/2018	5173	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd 5/16/18 t...	40,126.60		617,256.50
07/23/2018	RETCK	QB:Returned Item	1200 - Accounts Recei...	Futterman	200.00		617,056.50
07/24/2018	5174	Architects Orange, L...	2000 - Accounts Payable		3,635.00		613,421.50
07/24/2018	5175	AWA	2000 - Accounts Payable	CCWUC FY 1...	75.00		613,346.50
07/24/2018	5176	Bay Alarm Company	2000 - Accounts Payable	103152	425.00		612,921.50
07/24/2018	5177	FGL Environmental I...	2000 - Accounts Payable		176.00		612,745.50
07/24/2018	5178	Frontier	2000 - Accounts Payable		226.07		612,519.43
07/24/2018	5179	Nationwide Retirement	2000 - Accounts Payable	PR PD 6/30/18 ...	1,821.48		610,697.95
07/24/2018	5180	SCE- Office	2000 - Accounts Payable		273.31		610,424.64
07/24/2018	5181	SEIU, Local 721	2000 - Accounts Payable	Month of July ...	167.50		610,257.14
07/24/2018	5182	Brian Congelliere	2000 - Accounts Payable	1/2 Auctioneer ...	2,500.00		607,757.14
07/25/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/24		3,485.86	611,243.00
07/25/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/23		16,839.31	628,082.31
07/25/2018	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 7/24		150.00	628,232.31
07/27/2018	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	e-checks		91,399.49	719,631.80
07/30/2018	5183	Brian Congelliere	2000 - Accounts Payable	last 1/2 Auctio...	2,500.00		717,131.80
07/31/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/27		2,181.73	719,313.53
07/31/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/22		596.34	719,909.87
07/31/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/23		602.80	720,512.67
07/31/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/23		387.64	720,900.31
07/31/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/27		120.00	721,020.31
07/31/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 7/26		4,928.57	725,948.88
07/31/2018		QuickBooks Payroll ...	-split-	Adjusted for vo...	19,213.95		706,734.93
07/31/2018		QuickBooks Payroll ...	-split-	Created by Pay...	3,707.35		703,027.58

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING, July 10, 2018

A. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE:

President Spiegel called the meeting to order at 6:03 PM and led everyone in attendance in the Pledge of Allegiance. In attendance Vice President Brewer, Director Marcus, Director Koesterer, Director Nast, General Manager, Akbar Alikhan, Clerk of the Board, Erika Davis, General Counsel, John Mathews, Office Manager, CJ Dillon and Deputy General Manager/ Operations Manager Pete Martinez.

B. PUBLIC COMMENTS:

CHP Officer Kevin Denharder reported there were no press releases in our area.

C. CONSENT CALENDAR:

President Spiegel moved to approve the Consent Calendar and Vice President Brewer seconded the motion. The motion passed.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 - No

D. OPERATIONS AND MAINTENANCE REPORT

Deputy General Manager/ Operations Manager Pete Martinez presented the Operations and Maintenance Report. Deputy General Manager/ Operations Manager Pete Martinez reported that the Water Main Cleaning Project was a success and there was a noticeable improvement in the water quality. Deputy General Manager/ Operations Manager Pete Martinez utilized a PowerPoint presentation to explain the service repairs in the area, sewer flow meter calibration at A Station and B Station, sewer system cleaning demonstration and training, and the vehicle and equipment maintenance that took place. There was a discussion about the upcoming installation of the XiO Scada System later this month

E. ACTION CALENDAR

1. Loan Agreement for Smart Meter Deployment (CI 401)

General Manager Alikhan explained the Loan Agreement with California Special District Association. There was discussion regarding the possible negotiation of small revisions to the agreement. Director Koesterer made the motion to approve the Loan Agreement with California Special Districts Association in the amount of \$700,000 and authorize the District Counsel and General Manager to negotiate revisions with California Special Districts Association where possible. Vice President Brewer seconded the motion. The motion passed all in favor

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 - No

2. Smart Meter Reading and Leak Relief Policy Workshop

General Manager Alikhan said this drafted Policy was a starting point. The Board gave feedback such as including language allowing the General Manager the flexibility to waive the Eye on Water Requirements and continuing the Leak Relief program with modifications. It was agreed the revisions be made and brought back to the August 14th meeting.

No action taken.

3. Resolution NO. 18-03

Office Manager CJ Dillon explained that CalPers required a Resolution for the retirement deductions to be tax deferred. Director Marcus moved to approve Resolution 18-03. Vice President Brewer seconded the motion. The motion passed.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 – No

4. Bad Debt Write-Off

Office Manager CJ Dillon explained that this year the District will be writing off \$1,524.89 in bad debt from FY 2016-2017. Following Board Policy adopted in the year 2000 the annual write off bad debt needs to be performed at the end of every fiscal year. Director Koesterer moved to approve the Bad Debt Write Off from FY 2016-2017 to be written off in FY 2017-2018. Vice President Brewer seconded the motion. The motion passed all in favor.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 – No

5. Social Media Policy Discussion

General Manager Alikhan explained that one major take away from the CSDA conference he attended recently was the importance of Social Media in getting the correct information to the public. Discussion ensued. Board asked that the topic of Social Media be reintroduced and brought back up again at a future meeting.

No action taken.

6. Agreement for Auctioneering Services

General Manager Alikhan announced the Las Palmas property is being prepared for sale. It will be listed Friday, July 20, 2018 and the auction will take place Thursday, August 23, 2018. Director Marcus moved to approve the Agreement for Auctioneering Services and President Spiegel seconded the motion. The motion passed collectively.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 – No

7. Resolution for Reserve Policy

General Manager Alikhan said the Grand Jury Report stated that the District should codify the Reserve Policy and make it easily accessible. This Resolution along with posting it on the website would comply with the Grand Jury's conclusions. Director Marcus moved to approve the Resolution 18-04 for the Reserve policy and Vice President Brewer seconded. The motion passed all in favor

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 - No

F. INFORMATION CALENDAR

1. Filing Deadlines for Board Candidates

General Manager Alikhan announced the nomination period for Board Candidates is July 16, 2018 through August 10, 2018. Director Koesterer explained that if incumbents don't file there is an extension period ending August 15, 2018.

2. PHWA Agenda Review

General Manager Alikhan stated that KEH will be doing a presentation and there will be discussion regarding the water supply mix.

3. Report from Board Members of any meeting or conference where compensation from the District for attendance was received.

Director Nast referred to his prepared handout in the packet detailing the AWA Luncheon on June 27, 2018 regarding Asbestos Cement Pipe.

G. BOARD MEMBER COMMENTS

Director Nast explained Baseline Testing was done, now just trying to arrange for someone to explain how to read the testing results.

Director Marcus said there was both a new City Manager in Oxnard and a new Harbor Director in the Channel Islands Harbor and would like to set up a meet and greet if possible. She would also like to see a letter of encouragement sent from the board.

President Spiegel congratulated General Manager Alikhan on his new position at PHWA.

H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS

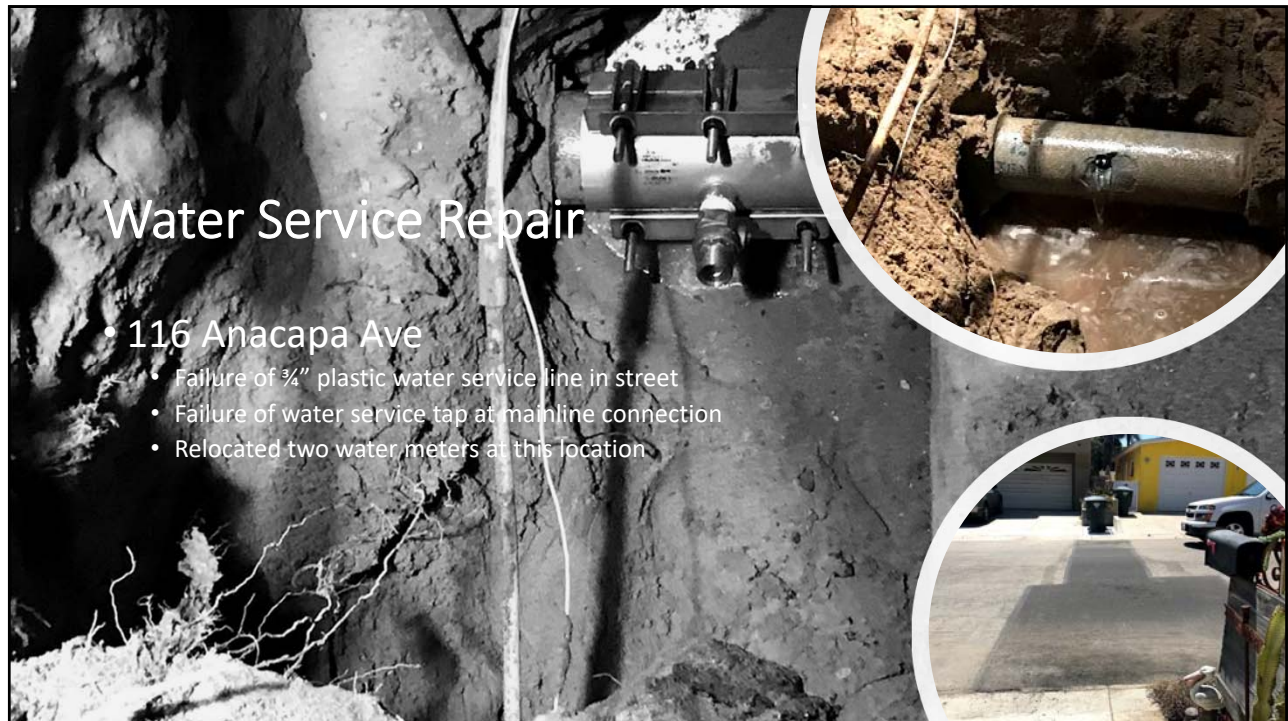
General Manager Alikhan stated that the Temporary Rental Unit Ordinance will be going to the Ventura Coastal Commission first, then it will make its way on to the Coastal Commission Agenda in the future.

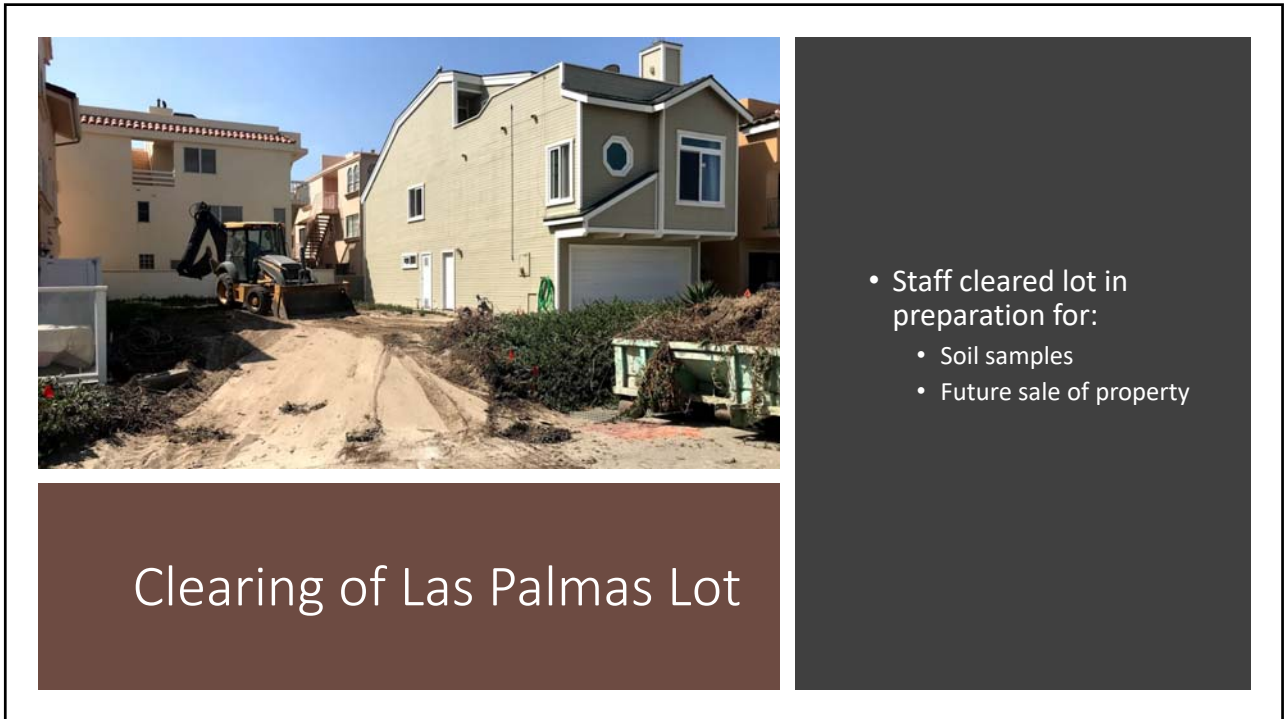
The Board Meeting adjourned at 8:04 PM.

Ellen Spiegel, President

Operations & Maintenance Report

August 14, 2018





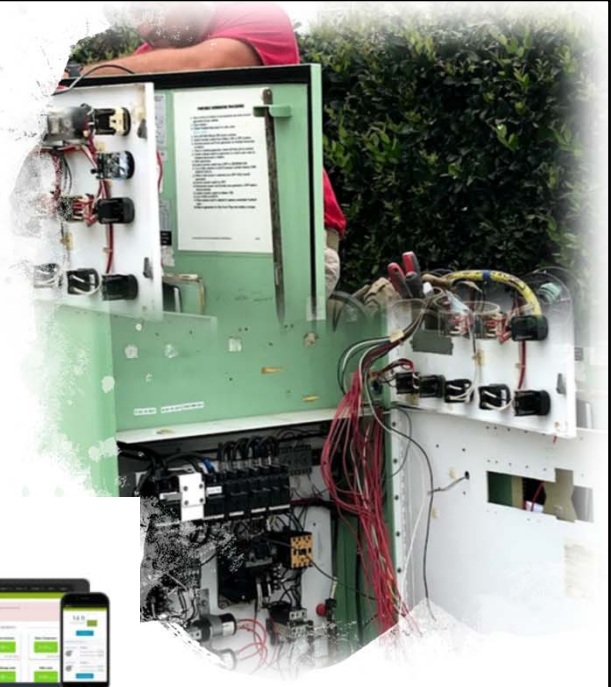
XiO SCADA Installation at Sewer Lift Stations

Installations Completed:

- Hollywood Station
- Panama Station
- Los Robles Station
- Hueneme Station

Installations Remaining:

- A Station
- B Station
- H Station



Regulatory Reporting

• District staff completed the following regulatory reports

- Electronic Annual Report to the Drinking Water Program (eARDWP)
- Consumer Confidence Report
- Updated Collection System Annual Questionnaire (SSO-GWDR)
- Certified No-Spill Reports for Sewer Collection System
- Submitted Monthly Water Quality Reports



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCS.D.COM

Regular Board Meeting, August 14, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Agreement for Smart Meter Installation Services & Resolution for CSDA Financing Corporation
Item No. E-1

RECOMMENDATION:

1. Approve Agreement with National Meter Inc. for the installation of 1,794 residential water meters, for a not-to-exceed amount of \$151,092.82.
2. Approve Resolution authorizing financing agreement with California Special Districts Association Financing Corporation

FINANCIAL IMPACT: Debt issuance of \$700,000 financed through a 10-year loan product. District will maintain compliance with all reserve policies and debt coverage ratios.

BACKGROUND:

At the June 12, 2018 meeting, the Board approved CI 401 – Smart Meter Deployment. The project includes the purchase and installation of approximately 1,900 meters, cellular endpoints, and meter box lids. For the installation portion of the project, the Board authorized staff to solicit bids. The bid document was published on June 13, 2018 and two bids were received by the bid opening date.

DISCUSSION/ANALYSIS:

The District opened bids at 3 PM on July 19, 2018. The responsive bids were as follows:

1. National Meter & Automation, Inc. of Milwaukee, WI - \$190,669.44
2. Professional Meters, Inc. of Morris, IL - \$235,990

Upon bid opening, staff notified National Meter of its low-bid status, pending performance bond and agreement negotiation. When reviewing the bid response, staff identified areas where costs could be reduced by having Operations staff perform the work. Most notably, the cost for contracted labor to install meters greater than 1 inch is substantial; this may be due to required confined space training, additional heavy equipment, and more technical expertise.

After negotiation with National Meter, the District has opted to install all meters greater 1-inch, using Operations staff. The following table summarizes the cost per installation, by meter size.

Meter Size (In.)	Quantity	Unit Price	Extended Price
Installed by Contractor			
.75 inch	1,725	\$67.72	\$116,817.00
1 inch	69	\$67.72	\$4,672.68
			\$121,489.68
Installed by District staff (avoided contracted labor cost)			
1.5 inch	17	\$346.44	\$5,889.48
2 inch	27	\$440.92	\$11,904.84
3 inch	17	\$792.22	\$13,467.74
4 inch	9	\$923.84	\$8,314.56
			\$39,576.62

In consideration of staff's contribution to the meter installation, \$39,576 will be deducted from the bid amount of \$190,669, for a revised bid amount of \$151,092. The revised bid schedule is as follows:

Description	Est. Quantity	Unit Price	Bid Price
Mobilization / Demobilization	n/a		\$8,443.70
Standard Meter Exchange	1,794	\$67.72	\$121,489.68
Installation of replacement valves	60	\$112.10	\$6,726.00
Replacement of concrete meter boxes	40	\$190.10	\$7,604.00
Hauling/disposal of concrete lids	14 ton	\$209.41	\$2,931.74
Hauling/disposal of waste material	1 ton	\$1,611.10	\$1,611.10
Salvage of existing bronze meters	1,000 lbs.	-\$0.53	-\$530.00
Administrative overhead	n/a		\$2,815.78
Total			\$151,092

The bid includes an option to assign other work as needed up to an additional \$10,000. Should the District need to make use of this optional line item, staff proposes using annual water system repair funds in the operating budget.

If approved, the contractor would begin installations in October with an estimated completion time of four months. Residents recently received a bill insert with the July billing statement, providing details of the Smart Meter project and the estimated project timeline. Additional details will continue to be added to www.cibcsd.com/meters.

Attachments:

1. Agreement with National Meter, Inc. for Water Meter Replacement and AMI Installation
2. Resolution authorizing the execution and delivery of an installment sale agreement and authorizing and directing certain actions in connection with the acquisition of water meters.

AGREEMENT FOR WATER METER REPLACEMENT AND AMI INSTALLATION

WATER METER REPLACEMENT AND AMI INSTALLATION SERVICES

Badger Meter, Inc. DBA

This AGREEMENT made and entered into this day of _____, 2018, between National Meter & Automation hereinafter referred to as "CONTRACTOR", organized and existing under the laws of the State of California and Channel Islands Beach Community Services District, hereinafter referred to as "OWNER".

WITNESSETH:

For the consideration and subject to the terms and conditions hereafter set forth, the OWNER and the CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall perform Water Meter Replacement and AMI Installation services as required by the OWNER. The CONTRACTOR shall perform all work within the locations designated by the OWNER's representative.

The CONTRACTOR will furnish all supervision, labor, tools, equipment, and transportation, and shall perform in a good, proper and workmanlike manner, all work required to replace the OWNER's existing water meters and lids with the OWNER's new Advanced Metering Infrastructure (AMI) and lids. The work will be performed within the unincorporated communities of Silverstrand, Hollywood by the Sea, and Hollywood Beach, located in Ventura County, CA, in such areas as designated by the OWNER, as shown in the District Service Area Map provided as **Exhibit D**.

The CONTRACTOR will furnish necessary manpower and equipment as required to meet OWNER's implementation schedule for its AMI System.

The OWNER will furnish necessary materials to notify the public of project schedule.

2. MATERIALS

Water meters (see Product Specifications provided as **Exhibit E**), endpoints, adapters, valves, meter boxes, lids, and gaskets shall be furnished by the OWNER.

The following materials, if required; PVC water pipe, miscellaneous fittings, curb stops, risers, connectors, etc., shall be furnished by CONTRACTOR on a time and materials (T&M) total not-to-exceed fee basis.

OWNER-Furnished materials will be picked up by the CONTRACTOR at the OWNER's headquarters. Upon completion of the work assigned, the CONTRACTOR shall return all excess new materials furnished by the OWNER and all removed materials to the OWNER's headquarters as directed by the OWNER. These materials shall be delivered in a manner and packaged as directed by the OWNER.

CONTRACTOR, acting as an independent CONTRACTOR, shall be responsible for all of OWNER's materials so issued to it or removed from the job and shall make an accounting of all items. It is further understood and agreed that CONTRACTOR shall be held liable for loss or destruction of any and all materials and supplies furnished by OWNER that are in the possession and control of CONTRACTOR.

OWNER may instruct CONTRACTOR in writing, where unit prices do not adequately describe or cover proposed work ("Non-Standard Work"), to furnish any part or all of the materials for a job. OWNER shall pay CONTRACTOR for such materials furnished and incorporated in the job at CONTRACTOR's cost plus percentage shown in the attached **Bid Proposal Form**.

3. SPECIFICATIONS

The work performed for OWNER by CONTRACTOR under the terms of this Agreement shall be performed in a workmanlike manner and shall comply with OWNER's Installation Specifications & Project Requirements (collectively referred to as SPECIFICATIONS) included in **Exhibit C**.

4. SUPERVISION

The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.

CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment or materials that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.

CONTRACTOR shall be responsible for coordinating all work hereunder with all utility companies and municipalities having facilities near such work.

OWNER will furnish CONTRACTOR with available data, records, specifications, and other information regarding the work. If CONTRACTOR discovers any errors, omissions, discrepancies, or conflicts in any such information, CONTRACTOR shall immediately so inform OWNER in writing. Any work affected by such discoveries that is performed by CONTRACTOR prior to authorization by OWNER shall be at CONTRACTOR's risk and expense.

CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this

Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.

CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.

CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

5. WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to at all times enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall ensure that all employees are provided uniform clothing, so that installer is clearly identifiable as an employee of the contractor. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.

The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.

CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

6. INSPECTION OF WORK

The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees, but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

7. QUALITY CONTROL

The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS and appearance of the work and the general work area. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

8. TERMINATION OF THE AGREEMENT

OWNER may terminate the Agreement at any time, for OWNER's convenience, by delivery of written notice of such termination to CONTRACTOR, and CONTRACTOR shall immediately cease the work and transfer to OWNER, in accordance with OWNER's directions, all materials, supplies, work in progress, equipment, machinery or tools acquired by CONTRACTOR in connection with the performance of the work and for which CONTRACTOR is reimbursed hereunder, and all drawings, specifications, plans, sketches, and information for use in connection therewith. CONTRACTOR shall, if directed by the OWNER and to the extent stated in the notice of termination, do such work as may be necessary to preserve the work in progress and to protect material and equipment on the job site or in transit thereto.

If work is not being done in accordance with the Agreement, any work in progress shall be stopped immediately by the CONTRACTOR upon request of the OWNER. Further, this Agreement may be cancelled by the OWNER by delivery of written notice of such termination to CONTRACTOR in the event the CONTRACTOR fails to perform the work in accordance with the SPECIFICATIONS or otherwise breaches any of the terms and conditions of the Agreement. The remedies of the OWNER set forth in this Agreement are cumulative and in addition to all rights and remedies provided by law or equity.

9. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the OWNER and its officers, agents, servants, and employees from and against all loss, damage or liability resulting from claims, suits, and actions for injuries to persons (including death) and damages to property caused by or arising out of any negligent (including strict liability), wanton or intentional act or omission in the performance of the work by the CONTRACTOR, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, in any way associated or connected with the performance of the obligations herein, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or

contributory negligence of the OWNER, its officers, agents, servants, or employees. The foregoing indemnity shall include, but not be limited to, court costs, attorney fees, costs of investigation, costs of defense, settlements and judgments associated with such claims, suits or actions.

10. INSURANCE

CONTRACTOR, at his expense, shall procure and maintain during the term of this Agreement insurance in accordance with the requirements in Exhibit B attached hereto and made a part hereof. The provisions herein requiring the CONTRACTOR to carry said insurance shall not be construed as in any manner waiving, relieving or restricting the liability of the CONTRACTOR as to any obligations imposed under this Agreement.

11. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew. CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.

It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

12. SUBROGATION

This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

13. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, landscaping, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his/her expense to a condition substantially equal

to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

14. PRICE SCHEDULE AND WORK RULES

This contract includes lump sum, unit pricing and time and material bid items. For lump sum and unit pricing, CONTRACTOR agrees to furnish labor, equipment, and supervision, and the OWNER agrees to pay for same, in accordance with the unit prices and lump sums listed in the attached **Bid Proposal Form**. All work performed shall conform to the work rules set forth in **Exhibit A**, attached hereto and made apart hereof.

In cases where the unit prices do not adequately describe or cover the work proposed, work will be performed on a time and material basis as defined in Section 2 of the attached **Bid Proposal Form**. All work performed shall conform to the work rules set forth in **Exhibit A**, attached hereto and made apart hereof.

15. PUBLIC WORKS AND PAYMENT OF PREVAILING WAGE

A. Contractor/General Requirements

- i. CONTRACTOR shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" (as that term is defined in the statutes) performed on the Project funded by this Agreement. For purpose of compliance with prevailing wage law, the Contractor shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.
- ii. CONTRACTOR shall certify to the OWNER on each monthly invoice, that prevailing wages were paid to eligible workers who provided labor for work covered by the invoice and that the Contractor and all subcontractors complied with prevailing wage laws. Prior to the release of any retained funds under this Agreement, the CONTRACTOR shall submit to the District a certificate signed by the CONTRACTOR and all subcontractors performing public works activities stating that prevailing wages were paid as required by law.

B. Flowdown Requirements

CONTRACTOR shall ensure that all agreements with its subcontractors to perform work related to this Program contain the following provisions:

- i. CONTRACTOR shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for all installation, repair or maintenance work performed under the contract. CONTRACTOR's obligations under prevailing wage laws include without limitation:

pay at least the applicable prevailing wage for public works activities performed on the Project; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law.

- ii. CONTRACTOR shall ensure that the above requirements are included in all its contracts and any layer of subcontracts for activities for the Project.

16. EQUIPMENT RENTAL

The CONTRACTOR agrees to furnish tools, equipment, and transportation to accomplish the assigned work and that such tools, equipment and transportation shall be included in the unit prices listed in the attached **Bid Proposal Form**. OWNER agrees to pay for same in accordance with the unit prices listed in the attached **Bid Proposal Form**. All work shall conform to the work rules set forth in **Exhibit A**, attached hereto and made apart hereof.

17. TERMS OF ACCOUNT AND PAYMENT

OWNER agrees to pay for the work in accordance with the prices listed in the attached exhibits. OWNER agrees to pay for the work within forty five (45) days upon receipt of the invoice, provided the work being invoiced has been completed to the satisfaction of OWNER. The Basis of Charges under this Agreement set forth in the **Bid Proposal Form**, attached hereto and made a part hereof. The Basis of Charges shall be effective for the period beginning on the Effective Date shown on the attached **Bid Proposal Form** for a period of one (1) year.

All Federal, State and other governmental division taxes, including sales or use taxes, and all taxes or contributions for unemployment compensation, social security, and similar laws applicable to the CONTRACTOR and his employees shall be included in the unit prices included in the attached **Bid Proposal Form** and the OWNER shall not be liable for additional charges because of such taxes or contributions.

The CONTRACTOR shall prepare and submit a summary of the work performed during each calendar week, on a standard form to be provided by the OWNER. The summary shall be submitted to the OWNER no later than Tuesday of the week following the week covered by the summary. The summary shall set forth:

- a) The location of work performed (by Job/Map number or name of street, road, property owner, work request number, or similar identification);
- b) If work is performed at more than one location during that week, then the number of hours or days worked at each location;
- c) The name, job classification, rate of pay and number of hours worked by each employee;
- d) Each item of equipment utilized during that week, the hourly rate and the number of hours of operation of each item of equipment.

18. REVISION OF CONTRACT SPECIFICATIONS AND EXHIBITS

The parties may by mutual agreement, and without the necessity of a formal amendment to the Agreement, make modifications to the Basis of Charges, Work Rules, Insurance Requirements and Specifications by preparing substitutes for EXHIBITS. Each substitute EXHIBIT shall be identified by the effective date of the substitute EXHIBIT and shall be signed by authorized personnel of the parties.

Thereupon, such substitute EXHIBIT shall, on its effective date, automatically supersede all previous EXHIBITS of the same category and become a part of this Agreement by reference.

19. TERM OF CONTRACT

The term of this Agreement shall remain in effect until terminated for convenience (a) by the OWNER by giving seven (7) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving thirty (30) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

The CONTRACTOR shall adhere to the project duration detailed in Table 1, which consists of completion within 80 working days from Notice to Proceed.

TABLE 1: MILESTONE SCHEDULE

Milestone	Anticipated Completion
Project Awarded	August 14, 2018
Notice to Proceed (NTP)	September 2018
Submittals and Mobilization	4 weeks from NTP
Complete Installation per region ^{a)} as follows: 1. Silverstrand 2. Hollywood By the Sea 3. Hollywood Beach 4. Commercial Route	12 weeks from mobilization

NOTES:

- a) Regions are designated on the service area figure provided as Exhibit D.

20. LIQUIDATED DAMAGES

CONTRACTOR and OWNER recognize that time is of the essence and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Section 19, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and OWNER agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Section 19 until the Work is complete.

21. WARRANTY

CONTRACTOR warrants and guarantees that all work performed hereunder shall be free from defects in workmanship and shall be performed in a timely, safe, and professional manner and in accordance with all specifications, plans, and instructions, and all applicable laws, ordinances, regulations, industry codes and all terms and conditions of this Agreement.

CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

- a) Abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible;

OR

- b) Normal wear and tear under normal usage.

22. CORRECTION PERIOD

If within one year after the date of Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR'S use by OWNER or permitted by Laws and Regulations is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions:

- a) Repair such defective land or areas; or
- b) Correct such defective Work; or
- c) If the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and
- d) Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If CONTRACTOR does not promptly comply with the terms of OWNER'S written instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Contractor's obligations are in addition to any other obligation or warranty. These provisions shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

24. NO WAIVER

OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach. No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

25. ENTIRE AGREEMENT

This Agreement and its EXHIBITS embody the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

ATTEST:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CONTRACTOR

ATTEST:



Christopher D. Washington

SIGNATURE:  _____

NAME: Korrine L. Fleming _____

TITLE: Assistant Secretary _____

DATE: July 17, 2018 _____

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT SALE AGREEMENT, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION WITH THE ACQUISITION OF WATER METERS

WHEREAS, the Channel Islands Beach Community Services District (the "District") is a community services district duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District desires to provide for financing in the approximate amount of \$700,000 for the acquisition of water meters (the "Property"); and

WHEREAS, Municipal Finance Corporation (the "Corporation"), on behalf of the CSDA Finance Corporation, has proposed a cost-effective ten year installment sale financing arrangement at a 3.65% interest rate and attached hereto as Exhibit A;

NOW, THEREFORE, it is resolved by the Board of Directors of the Channel Islands Beach Community Services District as follows:

SECTION 1. Installment Sale Agreement. The President of the Board of Directors or a designee in writing (each, an "Authorized Officer") is hereby authorized to enter into an Installment Sale Agreement (the "Installment Sale") with the Corporation to finance the Property, subject to approval as to form by the District's legal counsel.

SECTION 2. Attestations. The Secretary of the Board or other appropriate District officer is hereby authorized and directed to attest the signature of the Authorized Officer, and to affix and attest the seal of the District, as may be required or appropriate in connection with the execution and delivery of the Installment Sale.

SECTION 3. Other Actions. The Authorized Officer and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all documents, agreements and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Installment Sale. Such actions are hereby ratified, confirmed and approved.

SECTION 4. Qualified Tax-Exempt Obligations. The Installment Sale is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District, together with all subordinate entities of the District, do not reasonably expect to issue during the calendar year in which the Installment Sale is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 5. Reimbursement of Prior Expenditures. The District declares its official intent to be reimbursed from the proceeds of the Installment Sale approved hereby for a maximum principal amount of \$700,000 of Property expenditures occurring no earlier than sixty days prior to the adoption of this

Resolution. All reimbursed expenditures will be capital expenditures as defined in Section 1.150-1(b) of the Federal Income Tax Regulations.

SECTION 6. Effect. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Approved: _____
President of the Board

Attest: _____
Secretary of the Board

Exhibit A

Payments: Annually in arrears

10 Years

3.65%

PM T #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$84,806.54	\$59,256.54	25,550.00	
2		84,806.54	61,419.40	23,387.14	
3		84,806.54	63,661.21	21,145.33	
4		84,806.54	65,984.85	18,821.69	
5		84,806.54	68,393.29	16,413.25	388,910.40
6		84,806.54	70,889.65	13,916.89	316,602.96
7		84,806.54	73,477.12	11,329.42	241,656.30
8		84,806.54	76,159.04	8,647.50	163,974.08
9		84,806.54	78,938.84	5,867.70	83,456.46
10		84,806.54	81,820.06	2,986.48	0.00
TOTALS:		<u>\$848,065.40</u>	<u>\$700,000.00</u>	<u>\$148,065.40</u>	



Smart Meter Installation Award

AUGUST 14, 2018– REGULAR BOARD MEETING

AKBAR ALIKHAN, GENERAL MANAGER
8/14/2018

1

Background



Milestone	Date
June 12	Authorization to Solicit Bid
June 13	Bid published
June 27	Pre-bid Meeting
July 19	Bid Opening
August 14	Award of Contract

8/14/2018

2

Bids Received



Company	Location	Bid
National Meter & Automation, Inc.	Milwaukee, WI	\$190,669
Professional Meters, Inc.	Morris, IL	\$235,990

8/14/2018

3

Price Per Meter by Size



Size of Meter	Price per Installation
.75 inch	\$67.72
1 inch	\$67.72
1.5 inch	\$346.44
2 inch	\$440.92
3 inch	\$792.22
4 inch	\$923.84

8/14/2018

4

Split of Meter Installations

Meter Size (In.)	Quantity	Unit Price	Extended Price
Installed by Contractor			
.75 inch	1,725	\$67.72	\$116,817.00
1 inch	69	\$67.72	\$4,672.68
			\$121,489.68
Installed by District staff (avoided contracted labor cost)			
1.5 inch	17	\$346.44	\$5,889.48
2 inch	27	\$440.92	\$11,904.84
3 inch	17	\$792.22	\$13,467.74
4 inch	9	\$923.84	\$8,314.56
			\$39,576.62

8/14/2018

5

Bid Schedule

Description	Est. Quantity	Unit Price	Bid Price
Mobilization / Demobilization	n/a		\$8,443.70
Standard Meter Exchange	1,794	\$67.72	\$121,489.68
Installation of replacement valves	60	\$112.10	\$6,726.00
Replacement of concrete meter boxes	40	\$190.10	\$7,604.00
Hauling/disposal of concrete lids	14 ton	\$209.41	\$2,931.74
Hauling/disposal of waste material	1 ton	\$1,611.10	\$1,611.10
Salvage of existing bronze meters	1,000 lbs.	-\$0.53	-\$530.00
Administrative overhead	n/a		\$2,815.78
Total			\$151,092

Original bid – District staff installation = new bid price

8/14/2018

6



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156
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Regular Board Meeting, August 14, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Billing Software System (CI 403)
Item No. E-2

RECOMMENDATION:

1. Approve agreement with for with CUSI (Continental Utility Solutions, Inc.) for billing and account management software.

FINANCIAL IMPACT: \$50,000 as approved in FY 2018 – 2019 Capital Improvement Program Budget (CI 403), and ongoing operational costs of \$3,740 annually for upgrades and customer support.

BACKGROUND:

The District produces paper and electronic statements for its 1,900 customers on a monthly basis using a utility billing software solution. Since 1996, the District has used BillMaster billing software to manage customer accounts and produce billing statements. In 2016, the District was informed that BillMaster had been sold to and there would be no further updates to this software.

As security and support for Windows 7 prepares to sunset, the preferred operating system for many of the District's heavily utilized software is Windows 10. However, BillMaster is incompatible with Windows 10 and has no plans to become compatible in the future. To prepare for BillMaster's impending decommissioning, District staff began researching other software options.

DISCUSSION/ANALYSIS:

With the limitations of the District's current billing software, the administrative staff began a search for new software that would meet the needed criteria of current and future demands. The search criteria included:

- Customer data is cloud-based (hosted), for additional security and data compliance
- Integrative payment processing
- Customer portal access to allow customers to see account balances and usage history
- Multiple recipients for each account to allow for billing statements to be prepared for tenants and property owners
- Real time invoicing
- Mobile access to customer data for operations staff

- In-office credit card terminal to allow for credit card transactions in the office
- Ability to generate and respond to work orders electronically

Furthermore, staff eliminated software systems from consideration which:

- Did not have dedicated customer support staff
- Owned and operated by a sole proprietor
- Could not provide references in California.

Staff reviewed four different software solutions. The table below compares the feature set of each:

Product Features	CUSI	Starnik	Black Mtn.	Tyler
Setup period	90 day (60 w/ fee)	30 day	30 day	6 to 9 months
ACH Portal Payment Processing	•	•	•	•
Cloud Based Data Handling	•	•	•	•
Online Payment Processing	•	•	•	•
E-payment -real time	•	•	•	•
Work Orders stored to account	•	•	•	•
Work Orders transfer to iPads	•	•		
Real time invoicing	•	•		
Badger Meter compatible	•	•	•	•
Initial Cost	\$48,423	\$8,900	\$34,155	\$34,600
Yearly Maintenance	\$3,740	\$40,000	\$885	\$14,486
Comments		Did not fulfill bidding requirement. Out of budget range.	Very similar to BillMaster and not compatible with Apple products.	Extended implementation period. No mobile work order system.

In the end, CUSI was the final choice based on search criteria, ease of use, cost, implementation time, compatibility with the District’s selected Badger Meter platform and positive references. The proposed cost is under the District’s project budget of \$50,000 and the annual maintenance fee is less than the current maintenance costs of the BillMaster system.

If approved, CUSI could start the transfer immediately and will have the new software up and running in time for the deployment of the smart meters, which is slated for commencement in mid-October.

ATTACHMENTS:

1. CUSI Sales Agreement



CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Lane Ricardo

P. O. Box 1515

Jonesboro, AR 72403

www.cusi.com

(870) 336-2239

Quote #: Ir180808111652

August 8, 2018

Sales Agreement



Channel Islands Beach CSD
353 Santa Monica Drive
Channel Islands Beach, CA
93035

CJ Dillon
(805) 985-6021
cdillon@cibcsd.com



Economic Summary

detailed descriptions attached

Utility Billing Software	\$36,040.00
Payment Solutions	\$475.00
Website Solutions	\$0.00
Hosting Services	\$8,020.00
Hardware	\$1,788.00
Additional Products & Services	\$2,100.00

Grand Total \$48,423.00

Payment Terms

15 Days From Date of Invoice



Purchaser Authorization

I certify that as the person signing this form I have purchasing authority for Channel Islands Beach CSD.

Print Name: _____

Title: _____

Authorized Signature _____

Date _____



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UMS Utility Billing Software

2,500 Service Location Licenses	\$1.50	\$3,750.00
5 Named User Licenses	\$500.00	\$2,500.00
3 Field Service Licenses	\$250.00	\$750.00

UMS Utility Billing Software Core Modules

1 ACH Bank Draft (First Layout Included)	Included	
1 Lockbox Layout (First Layout Included)	Included	
1 Secure Ebill Module	Included	

Add-On Modules

1 Electronic Payment Module (Includes recurring credit/debit card feature)	\$1,000.00	\$1,000.00
1 IVR Module	\$1,000.00	\$1,000.00
1 Text Messaging Module	\$1,000.00	\$1,000.00

Add-On Interfaces

1 Accounting Interface (Quickbooks)	\$1,000.00	\$1,000.00
1 Automatic Meter Reading (AMR) Interface (Radex Handheld)	\$1,000.00	\$1,000.00
1 Advanced Metering Interface (AMI) (Badger)	\$3,000.00	\$3,000.00
1 Credit Card Terminal Interface	\$1,000.00	\$1,000.00
1 Website Interface to CUSI Customer Web Portal	\$1,000.00	\$1,000.00



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U~~M~~S Implementation Services

1 Intermediate Data Conversion Package for up to 2,500 locations* Includes 1 year data conversion of customers, locations, usages, readings, deposits, meter information, owner records and backflow data.	\$2.00	\$5,000.00
1 Additional Year(s) Usage History Data Conversion	\$0.50	\$1,250.00
1 Additional Year(s) Financial History Data Conversion	\$0.50	\$1,250.00
*Complete data must be provided in a ASCII, delimited, or SQL format. Data extraction and data cleanup will be invoiced based upon time and effort at CUSI current services rate. CUSI will invoice client the greater of the number of service locations provided in this Sales Agreement or the actual number of service locations converted.		
1 CUSI Certified Implementation Includes Application Implementation, Installation, Setup, Formatting, Testing, Transition Support, & Project Management	\$4,200.00	\$4,200.00
4 Days of CUSI Certified Training Includes Application & Database Training for All Users as Applicable	\$1,400.00	\$5,600.00

Travel expenses for on-site work will be billed separately, if contracted.



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Annual Technical Support & Maintenance

UMS Annual Technical Support & Maintenance: 800 Line Voice, Online, Email Support, Client Services Website, Application Updates	22%	\$3,740.00
--	-----	------------

Additional Software

1 SQL Server 2016 Express		Included
---------------------------	--	----------



Economic Summary

UMS Utility Billing Software		\$17,000.00
UMS Implementation Services		\$17,300.00
Annual Technical Support & Maintenance		\$3,740.00
Additional Software		\$0.00
CUSI Turnkey Merchant Services Discount		-\$2,000.00
Total		\$36,040.00



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Payment Solutions

Turnkey Merchant Services

billed by provider

- | | | |
|---|--------------|-----------------|
| 1 Turnkey Merchant Services Package - Service fee will be the greater of: | \$3.50 or 3% | per transaction |
|---|--------------|-----------------|

Includes Visa, MasterCard, Discover Merchant Services, Payment Gateway Service, and Electronic Check Merchant Services. Figures based on an Average Bill Estimate of \$120 and a High Bill Estimate of \$300. Average bill estimate and service fee subject to annual review. CUSI reserves the right to bill a minimum monthly fee of \$20.00 to recover any losses from inactive merchant accounts or accounts that do not cover fixed processing costs.

IVR Solution

billed by provider

- | | | |
|---|--|-----------|
| 1 IVR Technology Group - Inbound and Outbound IVR | \$100.00 | per month |
| Rates: | | |
| | 7% mandatory and regulatory fees | |
| | \$0.05 per balance inquiry | |
| | \$0.25 per transaction (includes balance inquiry) | |
| Inbound IVR | \$0.035 per minute (billed in 6 second increments) | |
| Outbound IVR | \$0.07 per minute (billed in 6 second increments) | |
| 1 ITG - Inbound and Outbound IVR One-Time Setup Fee | \$475.00 | \$475.00 |

Text Messaging Solution

- | | | |
|--|----------|-----------|
| 1 CUSI SMS Messaging Service Monthly Fee | \$100.00 | per month |
| 1 CUSI SMS Messaging Service Usage Fee | \$0.06 | per sms |



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Economic Summary

Turnkey Merchant Services	\$0.00
IVR Solution	\$475.00
Text Messaging Solution	\$0.00
Total	\$475.00



Comments

Turnkey services for this rate includes the use of electronic checks. Should you opt out of offering electronic check services your rate will be amended to \$3.75 or 3% per transaction.



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Website Solutions

CUSI Advanced Customer Web Portal - Turnkey Merchant Services

1 CUSI Customer Web Portal 2.0 Includes Design, Setup, Configuration, and Training Services.	\$1,500.00	\$1,500.00
1 CUSI Customer Web Portal 2.0 Annual Service Includes Hosting, Backups, Technical Support & Maintenance.	\$1,500.00	Included



Economic Summary

CUSI Customer Web Portal 2.0	\$1,500.00
CUSI Customer Web Portal 2.0 Annual Service	Included
CUSI Turnkey Merchant Services Discount	-\$1,500.00
Total	\$0.00



Comments

Note: To have full live functionality of the customer web portal a server must be in place that meets the necessary requirements. Failure to have the necessary hardware in place will result in your CWP installation being forced to use a daily batched file exchange and will experience decreased functionality.



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Hosting Services

CUSI Hosting Services - CloudJumper, Setup Fees

5 CUSI Hosted Workspace User Licenses - Setup Fee	\$100.00	\$500.00
Includes application hosting & delivery for up to 8 applications, dynamic workspace server infrastructure, 60 GB shared storage, daily and weekly backups, plus server support & maintenance		

CUSI Hosting Services - CloudJumper, Annual Service Fees

5 CUSI Hosted Workspace User Licenses	\$960.00	\$4,800.00
8 Additional GB RAM	\$220.00	\$1,760.00
2 Additional Storage (50 GB)	\$420.00	\$840.00
1 Dedicated IP Address	\$120.00	\$120.00
1 MS SQL Express Users	\$0.00	\$0.00
1 MS SQL Server Management Studio	\$0.00	\$0.00



Economic Summary

CUSI Hosting Services - CloudJumper, Setup Fees	\$500.00
CUSI Hosting Services - CloudJumper, Annual Service Fees	\$7,520.00
Total	\$8,020.00

15 Days From Date of Invoice



CONTINENTAL UTILITY SOLUTIONS, INC.

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Quote #: Ir180808111652

August 8, 2018

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Hardware

2 Epson Receipt Printer	\$595.00	\$1,190.00
2 Credit Card Reader	\$299.00	\$598.00



Economic Summary

Hardware		\$1,788.00
Total		\$1,788.00



CONTINENTAL UTILITY SOLUTIONS, INC.

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August 8, 2018

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Products & Services

1 Expedited Implamenation Services	\$2,100.00	\$2,100.00
------------------------------------	------------	------------



Economic Summary

Products & Services	\$2,100.00
Total	\$2,100.00

Payment Terms

CUSI will invoice full amount of AMI Module but will invoice Implementation Services based on actual and incurred use up to the amount quoted.

Sales Agreement



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Terms of Sale

Company has ordered and agrees to purchase from CUSI the products and services defined under this Sales Agreement at the listed quantities and rates. Upon receipt of an executed Sales Agreement CUSI shall ship all products to the Company address and contact defined above and services shall be scheduled and initiated. Company acknowledges that CUSI's products and services are subject to the terms and conditions of a separate Software License Agreement between Company and CUSI located at www.cusi.com/legal. CUSI hereby disclaims all representations and warranties with respect to any product which is not manufactured or otherwise created by CUSI, whether express, implied or statutory including but not limited to, any warranties of merchantability, fitness for a particular purpose, title or non-infringement. Monthly or yearly rates for services provided by CUSI or third parties may be subject to price increases with or without notice. Payment for products and services shall be made by Company based upon the Payment Terms defined in the Sales Agreement. Any service requiring CUSI or third parties to travel will incur corresponding expenses that will be billed actual as incurred unless otherwise noted. Travel requiring more than 5 hours of travel time will be billed an additional charge equal to 50% of the daily rate. Company understands and agrees that it is responsible for paying any sales, use, excise or transaction taxes with respect to the products and services under this Sales Agreement. If Company is tax exempt, company shall provide CUSI with such tax exemption documentation. If Company is not tax exempt or does not provide exemption documentation, CUSI shall invoice for such applicable taxes on each invoice. In the event that CUSI does not invoice sales or similar taxes to Company and such taxes are ultimately determined to be due by a government entity or court of law, Company agrees to pay in full all such taxes, including any applicable interest or penalties. In the event the tax exemption documentation provided by the Company is disallowed or deemed invalid, Company agrees to pay in full all such taxes, including any applicable interest or penalties.

Tax Exempt Status

Initial where appropriate:

_____ This entity **IS EXEMPT** from sales tax and will provide or has provided our exemption certificate

_____ This entity **IS NOT EXEMPT** from sales tax

Additional Transaction Terms

CUSI's hosting services rates are subject to periodic review. Any change in rates will be communicated to the client in writing 30 days prior to the change going into effect.

Quotation Terms

This Quote is Valid for 30 Days

Execution Instructions

Execute each page, date, and fax to 870-336-2234 or email to sales representative. Include AP Contact info if not already on file.



Billing Software System (CI 403)

AUGUST 14, 2018– REGULAR BOARD MEETING

AKBAR ALIKHAN, GENERAL MANAGER
8/14/2018

1

Background



- District produces paper and electronic statements for approximately 1900 customers on a monthly basis
- District has used BillMaster billing software since 1996
- In 2016 District informed BillMaster has been sold and there would be no further updates to this software
- To prepare for BillMaster's impending decommissioning District staff began researching other software options

8/14/2018

2

Selection Criteria

- Customer data is cloud-based (hosted), for additional security and data compliance
- Integrative payment processing
- Customer portal access to allow customers to see account balances and usage history
- Multiple recipients for each account to allow for billing statements to be prepared for tenants and property owners
- Real time invoicing
- Mobile access to customer data for operations staff
- In-office credit card terminal to allow for credit card transaction in the office
- Ability to generate and respond to work orders electronically

Elimination Criteria

1. Did not have dedicated customer support staff
2. Owned and operated by a sole proprietor
3. Could not provide references in California



Products Reviewed

- CUSI
- Starnik
- Black Mountain
- Tyler



Comparison of Product Features

Product Features	CUSI	Starnik	Black Mtn.	Tyler
Setup period	90 day (60 w/ fee)	30 day	30 day	6 to 9 months
ACH Portal Payment Processing	X	X	X	X
Cloud Based Data Handling	X	X	X	X
Online Payment Processing	X	X	X	X
E-payment -real time	X	X	X	X
Work Orders stored to account	X	X	X	X
Work Orders transfer to iPads	X	X		
Real time invoicing	X	X		
Badger Meter compatible	X	X	X	X
Initial Cost	\$48,423	\$8,900	\$34,155	\$34,600
Yearly Maintenance	\$3,740	\$40,000	\$885	\$14,486
Comments		Did not fulfill bidding requirement. Out of budget range.	Very similar to BillMaster and not compatible with Apple products.	Extended implementation period. No mobile work order system.

Conclusions



Conclusion	Date
CUSI final choice	August 2018
Functioning	October 2018
Deployment of Smart Meters	October 2018



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, August 14, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Smart Meter Opt Out Discussion
Item No. E-3

RECOMMENDATION:

1. Provide feedback to staff regarding Smart Meter opt out provisions to include in Smart Meter & Leak Relief Policy

FINANCIAL IMPACT: No financial impact.

BACKGROUND/DISCUSSION:

At the July 10 Board Meeting, staff received feedback from the Board on how to administer read dates and leak relief once the Smart Meter Deployment Project (CI 401) is completed. Recently, staff received a request to opt out of a smart meter. While not exhaustive, the list below summarizes the concerns that residents typically cite when requesting an opt out:

Concern	Explanation
Smart meters are inaccurate or not trustworthy.	The Badger E-series meter is the most accurate residential meter on the market and is warranted to maintain accuracy as it ages.
Smart meters allow District staff to view usage data.	Yes. District staff will be able to view usage data (not instantaneously). This is the same data that is also available for residents' benefit.
Data stored on cloud servers is not secure.	Data will be stored on Amazon cloud servers, much like many e-commerce and banking solutions commonly in use currently.
Smart Meters emit harmful radiofrequencies.	Unlike early-stage AMR meters, new AMI meters transmit to cellular towers once per day using a licensed frequency from the FCC, akin to that of a cellphone. The node is located in the meter box at the curblin.
Smart Meters allow the District to shut service to homes remotely.	While gas and electric services can be shut off remotely by SoCal Gas and SCE, the District's water meters do not have that capability.

There are valid counter points to each of the concerns listed above that District staff will be trained on prior to the Smart Meter Deployment. However, it may be useful for the District to have a policy on hand that staff can refer customers to if they wish to opt out in the future.

Both Socal Gas and Southern California Edison (SCE) offer an opt out program with fees that cover the cost to manually read the meter. For example, SCE charges customers a one-time \$75 charge and a monthly \$10 charge to read the meter manually. In addition, residents lose access to usage data and the opt outs undermine the District's leak detection capabilities. While these programs exist currently, both Socal Gas and SCE have plans to phase these programs out in future rate cycles.



Board of Directors:

ELLEN SPIEGEL, President
 KRISTINA BREWER, Vice President
 SUSIE KOESTERER, Director
 MARCIA MARCUS, Director
 BOB NAST, Director

AKBAR ALIKHAN
 General Manager

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Regular Board Meeting, August 14, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Nominations for Ventura Local Agency Formation Commission
Item No. E-4

RECOMMENDATION:

1. Board discretion to nominate candidate

FINANCIAL IMPACT: No Impact.

BACKGROUND/DISCUSSION:

The Ventura Local Agency Formation Commission (LAFCo) is an independent agency which governs matters relating to boundary changes for cities and most special districts, including spheres of influence, incorporations, annexations, reorganizations and other changes of organization. The LAFCo Board is comprised of seven members as shown in the table below:

Commissioner	Representing	Agency
Linda Parks	County of Ventura	Board of Supervisors
John Zaragoza	County of Ventura	Board of Supervisors
Janice Parvin	Cities	City of Moorpark
Carmen Ramirez	Cities	City of Oxnard
Elaine Freeman	Special Districts	Rancho Simi Rec & Park
Mary Anne Rooney	Special Districts	Oxnard Harbor District
David J. Ross	Member at large	Public Member

Among the four groups represented (County, Cities, Special Districts, and Member at Large), each has exactly one alternate. The alternate serves as the backup to both commissioner seats for their group. The alternate member for special Districts is Andy Waters from Calleguas Municipal Water District.

Both the Commission seat held by Elaine Freeman and the Alternate Seat held by Andy Waters are up for re-election and other elected officials from special districts can file for candidacy. Potential candidates must state whether they are running for a Commissioner Seat or an Alternate Seat. The attached resolution must be approved by the agency's Board of Directors for any candidate wishing to run.

ATTACHMENT:

1. Resolution approving Boardmember for LAFCo Candidacy

**RESOLUTION OF THE CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT**

**NOMINATING [NAME OF BOARD MEMBER] TO FILL
THE TERM OF 1/1/2019 – 1/1/2023 FOR THE [REGULAR
or ALTERNATE] SPECIAL DISTRICT MEMBER OF THE
VENTURA LOCAL AGENCY FORMATION COMMISSION**

WHEREAS, the Executive Officer of the Ventura Local Agency Formation Commission (LAFCo) has notified the District of an anticipated vacancy on LAFCo for [A *REGULAR* or AN *ALTERNATE*] member appointed by the independent special districts in Ventura County to fill the term from 1/1/2019 to 1/1/2023, and has issued a call for nominations to be submitted in writing pursuant to California Government Code Section 56332(c); and

WHEREAS, at the time and in the manner required by law, the [NAME OF DISTRICT] met on [DATE] to consider the call for nominations by the LAFCo Executive Officer.

NOW THEREFORE BE IT RESOLVED by the [NAME OF DISTRICT] as follows:

- 1) [NAME OF BOARD MEMBER] is hereby nominated to fill the anticipated vacancy in the term beginning 1/1/2019 and expiring 1/1/2023 as the [REGULAR or ALTERNATE] member of the Ventura LAFCo appointed by independent special districts in Ventura County.
- 2) The General Manager shall transmit a signed copy of this Resolution and a copy of the resume or candidate statement for [NAME OF BOARD MEMBER] to the Ventura LAFCo Executive Officer.

This resolution was adopted on [DATE].

AYES

NOES

ABSTAINS

Dated: August 14, 2018

Ellen Spiegel, Board President



F. 1



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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July 26, 2018

Mr. Alex Nguyen
City Manager
City of Oxnard
300 3rd Street
Oxnard, CA 93030

Dear Mr. Nguyen,

On behalf of the residents, Board, and staff of the Channel Islands Beach Community Services District, I would like to welcome you to Ventura County and congratulate you on your new role. Our District is excited about your leadership as the City, and its regional partners, deal with the challenges of providing reliable and affordable utility services in the years ahead.

Our District provides water, sewer, and solid waste services to residents in the unincorporated communities of Silverstrand, Hollywood by the Sea, and Hollywood Beach. In addition, we provide water service to the Channel Islands Harbor. Furthermore, as one of the City's regional wastewater customers, we have a vested interest in seeing the City's Wastewater Treatment Plant being repaired and improved.

Over the past 13 months, I have had the pleasure of working closely with Thien Ng and Shiri Klima on regional groundwater issues, namely the development of the Groundwater Sustainability Plan. Thus far, I've been thoroughly impressed with the municipal user group's effort to cooperate, compromise, and effectively communicate our agencies' needs. This process has been a great example of agencies working together and much of it has been made possible by your very capable and dedicated staff.

Once you are settled into your new role, we would be honored to have you come to one of our Board meetings to meet some of our residents, staff, and Boardmembers. My direct contact information is on the attached card. We wish you the best of luck and look forward to remarkable things you will accomplish in Oxnard.

Sincerely,

A handwritten signature in black ink that reads 'Akbar Alikhan'.

Akbar Alikhan
General Manager

CC: Oxnard City Council



F. 2



Board of Directors:

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AKBAR ALIKHAN
General Manager

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July 26, 2018

Mr. Mark Sandoval
Harbor Director
3900 Pelican Way
Oxnard, CA 93035

Dear Mr. Sandoval,

On behalf of the residents, Board, and staff of the Channel Islands Beach Community Services District, I would like to welcome you to Ventura County and congratulate you on your new role. Our District is excited about the future of the Harbor under your leadership.

Aside from providing water, sewer, and solid waste services to the residential areas surrounding the Harbor, our District and its predecessor agency have been serving water to the Harbor since 1962. During that time, we have forged relationships with the businesses in the Harbor. Furthermore, we pride ourselves in the customer service and responsiveness we provide to the Harbor business community.

In the short thirteen months I have served as the District's General Manager, I have heard many stories from Boardmembers and residents alike of how vibrant and energetic the Harbor used to be. In these conversations, it is clear to see that there is a genuine longing for a Harbor reminiscent of the one that originally attracted our residents to this area many years ago.

While there are differing opinions on what the Harbor should ultimately include, it is universally agreed that revitalization is necessary. I am hopeful that you will navigate this ongoing discussion deftly and put the Harbor on a path towards rejuvenation.

Once you are settled into your new role, we would be honored to have you come to one of our Board meetings to meet some of our residents, staff, and Boardmembers. My direct contact information is on the attached card. We wish you the best of luck and look forward to remarkable things you will accomplish for the Harbor.

Sincerely,

A handwritten signature in black ink that reads 'Akbar Alikhan'.

Akbar Alikhan
General Manager

CC: Mike Powers, Ventura County CEO



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July 19, 2018

Grand Jury
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009

RE: Grand Jury Response

Dear Grand Jury,

In May 2018, the Ventura County Grand Jury notified and concluded that Channel Islands Beach CSD did not have reserve policies and practices available for public review. On July 10, 2018, at a Regular Board Meeting, the Board of Directors adopted Resolution 18-04; A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ADOPTING A RESERVE POLICY. This resolution complies with the Grand Jury's report to adopt explicit policies for reserve funds.

This resolution is now posted on the Channel Islands Beach CSD website and is available for public review.

Regards,

CJ Dillon, Office Manager

Resolution 18-04

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ADOPTING A RESERVE POLICY

WHEREAS, THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ("District") is a Special District providing water, waste water, trash and community services to the residents of Channel Islands Beach and commercial water services to Channel Islands Harbor; and

WHEREAS, the District maintains funds in unrestricted and restricted reserve accounts for capital improvements, debt service and emergency purposes; and

WHEREAS, the District requires reserve funds to be established and maintained to fund scheduled and unscheduled expenses and to provide periodic review of funding levels to ensure reserves will be adequate to meet the needs of the District; and

WHEREAS, the District considered and approved a Cost of Service Study and a five-year utility schedule in September 2016. As part of the Rate Study, the District approved the following reserve policies;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Channel Islands Beach Community Services District Reserves Policy as follows.


- 1) THAT the Operating Reserve will be comprised of 25% of the Operating Budget
- 2) THAT the Capital Reserve will be comprised of 3.5% of Asset Value
- 3) THAT the Rate Stabilization Reserve will be comprised of 10% of the Annual Operating Budget
- 4) THAT the Debt Service Reserve will be comprised of 100% of the Annual Debt Service

PASSED AND ADOPTED on this 10th day of July 2018

AYES: Spiegel, Brewer, Marcus, Koesterer, and Nast

NOES: None

ABTAINS: None


Ellen Spiegel, Board President


Erika Davis, Clerk of the Board



Response to Grand Jury Report Form

Report Title: Independent Special Districts

Report Date: April 26, 2018

Response by: CJ Dillon Title: Office Manager

FINDINGS / CONCLUSIONS

- I (we) agree with the findings / conclusions numbered: C-02; C-03
- I (we) disagree wholly or partially with the Findings / Conclusions numbered:

(Attach a statement specifying any portions of the Findings / Conclusions that are disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered R-04 have been implemented.
(Attach a summary describing the implemented actions and date completed.)
- Recommendations number _____ have not yet been implemented, but will be implemented in the future.
(Attach a time frame for the implementation.)
- Recommendations numbered _____ require further analysis.
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.

Date: 7-19-2018

Signed: 

Number of pages attached: 3