



Board of Directors:

KRISTINA BREWER, President
BOB NAST, Vice President
MARCIA MARCUS, Director
JARED BOUCHARD, Director
SEAN DEBLEY, 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 · CIBCSO.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, June 11, 2019. 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 –May 2019
3. Minutes
 - a. May 14, 2019 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.	06650-03	\$24.90	\$87.49	\$112.39
b.	12450-03	\$23.10	\$54.68	\$77.78
c.	09990-01	\$28.32	\$71.09	\$99.41
d.	05651-05	\$21.99	\$60.15	\$82.14
e.	01340-02	\$24.30	\$65.62	\$89.92
				\$461.64

D. Public Hearing:

1. Final Proposed FY 2019-2020 Budget

Recommendation:

- 1) Conduct public hearing, receive staff report, public testimony, and close the public hearing.
- 1) Review and adopt Final Proposed FY 2019-2020 Operating and Capital Budget

2. Public Hearing on Water rates pursuant to Proposition 218

(California Constitution, article XIID). ORDINANCE 91 CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT RATES, FEES, AND REGULATIONS RELATED TO THE PROVISION OF WATER AND WASTEWATER SERVICES AND ADOPTION BY REFERENCE OF PORTIONS OF ARTICLE VII- PUBLIC UTILITIES, CHAPTER 2- SEWER SERVICE OF THE CITY OF PORT HUENEME MUNICIPAL CODE.

Recommendation:

- 1) Conduct public hearing, receive staff report, public testimony, and close the public hearing.
- 2) Perform second reading in title only and adoption of Ordinance 91, which upon adoption will implement the rate increases approved in the Proposition 218 Hearing held August 9, 2016.

3. Public Hearing on Solid Waste Service Rates pursuant to Proposition 218 (California Constitution, article XIID). ORDINANCE 92 AN ORDINANCE OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ESTABLISHING RATES, FEES AND REGULATIONS RELATING TO SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL AND THE ABATEMENT OF NUISANCES

Recommendation:

- 1) Conduct public hearing, receive staff report, public testimony, and close the public hearing.
- 2) Perform second reading in title only and adoption of Ordinance 92, which upon adoption will implement the rate increases approved in the Proposition 218 Hearing held August 9, 2016.

E. OPERATIONS AND MAINTENANCE REPORT:

F. CLOSED SESSION:

- 1. PUBLIC EMPLOYMENT** (Gov. Code § 54957(b)(1))54957(b)(1).
Title: Office Manager

- 2. PUBLIC EMPLOYMENT** (Gov. Code § 54957(b)(1))54957(b)(1).
Title: General Manager

G. ACTION CALENDAR:

- 1. Office Manager: The Board will discuss and consider revisions to the existing contract with the District's Office Manager.**
Recommendation:
1) Review and approve revised Employment Agreement for Office Manager

- 2. Employment/Appointment of Interim General Manager/Permanent General Manager. The Board will discuss how to proceed with filling the vacant General Manager position**
Recommendation:
1) Accept resignation of General Manager.
2) Appoint Interim General Manager.
3) Hold Board discussion on appointment of next General Manager with option to: (a) appoint permanent General Manager and assign Board member and Counsel to negotiate contract on District's behalf; or (b) appoint Interim General Manager and consider permanent appointment at a later date; or (c) perform full advertisement and recruitment of candidates for General Manager position.

H. INFORMATION CALENDAR

1. PHWA Agenda Review

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

I. BOARD MEMBER COMMENTS

J. GENERAL COUNSEL & GENERAL MANAGER COMMENTS

AGENDA POSTING CERTIFICATION

This agenda was posted Thursday, June 6, 2019 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

6/5/2019 9:44 AM

Register: 1002 · Checking Pacific Western

From 05/01/2019 through 05/31/2019

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/02/2019	5744	Embroider This.....	2000 - Accounts Payable		1,839.61			433,676.23
05/02/2019	5745	Miguel Zavalza	2000 - Accounts Payable		225.00			433,451.23
05/02/2019	5746	Staples	2000 - Accounts Payable		385.79			433,065.44
05/02/2019	5747	Sunbelt Rentals, Inc.	2000 - Accounts Payable		360.85			432,704.59
05/02/2019	5748	XIO, Inc.	2000 - Accounts Payable		865.00			431,839.59
05/07/2019		QuickBooks Payroll ...	-split-	Created by Pay...	22,850.45			408,989.14
05/08/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/7			13,445.58	422,434.72
05/08/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/2			859.00	423,293.72
05/08/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/2			128.74	423,422.46
05/08/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/6			2,219.69	425,642.15
05/08/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/3			361.60	426,003.75
05/08/2019	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 5/6			150.00	426,153.75
05/08/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/7			1,302.09	427,455.84
05/08/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/3			2,024.35	429,480.19
05/08/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/3			1,258.02	430,738.21
05/08/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/6			320.27	431,058.48
05/08/2019	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 5/6			600.00	431,658.48
05/08/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/3			272.00	431,930.48
05/08/2019	DEP	QB:DEPOSIT	-split-	Deposit			30,736.00	462,666.48
05/08/2019	To Print	Casey D Johnson	-split-	Direct Deposit		X		462,666.48
05/08/2019	To Print	E.D. Brock	-split-	Direct Deposit		X		462,666.48
05/08/2019	To Print	Erika F Davis	-split-	Direct Deposit		X		462,666.48
05/08/2019	To Print	Keila E Wilson	-split-	Direct Deposit		X		462,666.48
05/08/2019	To Print	Mark A Espinosa	-split-	Direct Deposit		X		462,666.48
05/08/2019	To Print	Akbar Alikhan	-split-	Direct Deposit		X		462,666.48
05/08/2019	To Print	Carol J Dillon	-split-	Direct Deposit		X		462,666.48
05/08/2019	To Print	Peter A. Martinez	-split-	Direct Deposit		X		462,666.48
05/13/2019	5749	Badger Meter	2000 - Accounts Payable		1,779.11			460,887.37
05/13/2019	5750	County of Ventura - ...	2000 - Accounts Payable		420.16			460,467.21
05/13/2019	5751	Diener's Electric, Inc.	2000 - Accounts Payable		672.59			459,794.62
05/13/2019	5752	Famcon Pipe and Su...	2000 - Accounts Payable		723.94			459,070.68
05/13/2019	5753	Gannett Fleming, Inc.	2000 - Accounts Payable		2,195.00			456,875.68
05/13/2019	5754	IVR Technology Gro...	2000 - Accounts Payable		110.31			456,765.37
05/13/2019	5755	Nationwide Retirement	2000 - Accounts Payable	pr pd 4/20/19 t...	1,680.95			455,084.42
05/13/2019	5756	PHWA	2000 - Accounts Payable		54,199.66			400,884.76
05/13/2019	5757	Port Hueneme Marin...	2000 - Accounts Payable		1,551.76			399,333.00
05/13/2019	5758	Prime Masonry Mate...	2000 - Accounts Payable		216.31			399,116.69
05/13/2019	5759	Soares, Sandall, Bern...	2000 - Accounts Payable		800.00			398,316.69
05/13/2019	5760	SWRCB-DWOCP	2000 - Accounts Payable	Akbar Alikhan ...	80.00			398,236.69
05/13/2019	5761	Underground Service...	2000 - Accounts Payable		11.55			398,225.14

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Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/13/2019	5762	Xpress Lube	2000 - Accounts Payable		287.71			397,937.43
05/14/2019	ACH	FGL Environmental I...	1 - Water System Expe...	905192A	135.00			397,802.43
05/14/2019	ACH	FGL Environmental I...	1 - Water System Expe...	904639A	146.00			397,656.43
05/14/2019	ACH	FGL Environmental I...	1 - Water System Expe...	904996A	297.00			397,359.43
05/14/2019	ACH	FGL Environmental I...	1 - Water System Expe...	904305A	1,304.00			396,055.43
05/14/2019	ACH	ImageSource	6 - Administrative Exp...	25AR934147	252.21			395,803.22
05/14/2019	ACH	AT & T	6 - Administrative Exp...		510.50			395,292.72
05/14/2019	ACH	Arco	4 - Maintenance Expen...		1,238.07			394,054.65
05/14/2019	ACH	Mission Linen & Uni...	5 - Salaries & Benefits:...	212508	183.28			393,871.37
05/14/2019	ACH	Cardmember Service	-split-		2,976.00			390,895.37
05/14/2019	ACH	Pacific Couriers	6 - Administrative Exp...	19-05-2004	222.15			390,673.22
05/14/2019	ACH	Document Systems, I...	6 - Administrative Exp...	95568	76.12			390,597.10
05/14/2019	ACH	Tampa Hardware 2	-split-		459.76			390,137.34
05/14/2019	ACH	ImageSource	6 - Administrative Exp...	25AR916180	526.64			389,610.70
05/14/2019	ACH	Spectrum	6 - Administrative Exp...	7786	48.98			389,561.72
05/14/2019	ACH	FGL Environmental I...	1 - Water System Expe...	903320A	245.00			389,316.72
05/14/2019	ACH	ACWA/JPIA Health ...	5 - Salaries & Benefits:...	0610405	958.97			388,357.75
05/14/2019	ACH	Aflac	*2020 - Payroll Liabilit...	374337	235.70			388,122.05
05/15/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/8			2,734.07	390,856.12
05/15/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/9			9,247.11	400,103.23
05/15/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/13			22,244.97	422,348.20
05/15/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/14			24,072.84	446,421.04
05/17/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/17			20,138.18	466,559.22
05/17/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/13			261.78	466,821.00
05/17/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/15			2,775.50	469,596.50
05/17/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/15			1,169.08	470,765.58
05/17/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/16			13,204.69	483,970.27
05/17/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/16			106.48	484,076.75
05/17/2019	ACH	CalPers	-split-		10,224.31			473,852.44
05/17/2019	ACH	CalPers	-split-		3,169.42			470,683.02
05/17/2019	ACH	CalPers	-split-		3,169.42			467,513.60
05/21/2019		QuickBooks Payroll ...	-split-	Created by Pay...	23,003.58			444,510.02
05/22/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/21			24,102.40	468,612.42
05/22/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/20			10,978.54	479,590.96
05/22/2019	To Print	Akbar Alikhan	-split-	Direct Deposit		X		479,590.96
05/22/2019	To Print	Carol J Dillon	-split-	Direct Deposit		X		479,590.96
05/22/2019	To Print	Casey D Johnson	-split-	Direct Deposit		X		479,590.96
05/22/2019	To Print	E.D. Brock	-split-	Direct Deposit		X		479,590.96
05/22/2019	To Print	Erika F Davis	-split-	Direct Deposit		X		479,590.96
05/22/2019	To Print	Keila E Wilson	-split-	Direct Deposit		X		479,590.96

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/22/2019	To Print	Mark A Espinosa	-split-	Direct Deposit		X		479,590.96
05/22/2019	To Print	Peter A. Martinez	-split-	Direct Deposit		X		479,590.96
05/23/2019	5763	ACWA/Joint Powers	2000 - Accounts Payable	Excess crime p...	236.00			479,354.96
05/23/2019	5764	AWA	2000 - Accounts Payable	Sean Debley 5-...	25.00			479,329.96
05/23/2019	5765	CIBCSO-Petty Cash	2000 - Accounts Payable		215.00			479,114.96
05/23/2019	5766	CUSI	2000 - Accounts Payable		100.72			479,014.24
05/23/2019	5767	Elecsys Corporation	2000 - Accounts Payable	Final statement	223.50			478,790.74
05/23/2019	5768	Famcon Pipe and Su...	2000 - Accounts Payable		622.35			478,168.39
05/23/2019	5769	Philip's Janitorial Ser...	2000 - Accounts Payable		205.00			477,963.39
05/23/2019	5770	Ventura County Star	2000 - Accounts Payable	annual newspa...	484.07			477,479.32
05/23/2019	5771	XIO, Inc.	2000 - Accounts Payable		865.00			476,614.32
05/23/2019	5772	ACWA/Joint Powers...	2000 - Accounts Payable	pr pd 1/1/19 to ...	3,352.34			473,261.98
05/23/2019	5773	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd 3/16/19 t...	45,026.70			428,235.28
05/23/2019	5774	Nationwide Retirement	2000 - Accounts Payable	pr pd 5/4/19 to ...	1,793.31			426,441.97
05/24/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	dep 5/23			263.25	426,705.22
05/24/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/20			307.49	427,012.71
05/24/2019	DEP	QB:DEPOSIT	2 - Sewer System Expe...	Refunds - front...			25.01	427,037.72
05/24/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/22			3,888.38	430,926.10
05/24/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/21			425.07	431,351.17
05/24/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/23			119.49	431,470.66
05/24/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	5/21			2,273.14	433,743.80
05/24/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/22			487.68	434,231.48
05/24/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/17			460.00	434,691.48
05/24/2019	DEP	QB:DEPOSIT	6 - Administrative Exp...	Reimburse CJ			38.55	434,730.03
05/24/2019	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 5/17			150.00	434,880.03
05/24/2019	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...	May 2019	167.50			434,712.53
05/24/2019	ACH	Spectrum	6 - Administrative Exp...		224.98			434,487.55
05/24/2019	ACH	Bay Alarm Company	4 - Maintenance Expen...	103152	97.50			434,390.05
05/24/2019	ACH	SCE- Office	-split-	xxxx1547	189.22			434,200.83
05/24/2019	ACH	So. California Edison...	2 - Sewer System Expe...	xxxx6591	373.33			433,827.50
05/24/2019	ACH	Xerox Financial Serv...	6 - Administrative Exp...		260.91			433,566.59
05/24/2019	ACH	FGL Environmental I...	1 - Water System Expe...	905931A	245.00			433,321.59
05/24/2019	ACH	FGL Environmental I...	1 - Water System Expe...	905315A	146.00			433,175.59
05/24/2019	ACH	So. California Edison...	2 - Sewer System Expe...	xxxx4804	202.37			432,973.22
05/24/2019	5775	AWA	2000 - Accounts Payable	5-16-19 Sean ...	50.00			432,923.22
05/24/2019	5776	Proven Print Services	2000 - Accounts Payable	9 and 10 envel...	2,311.25			430,611.97

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING, May 14, 2019

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

President Brewer called the meeting to order at 6:02 P.M. and led everyone in attendance in the Pledge of Allegiance. In attendance Vice President Nast, Director Marcus, Director Debley, 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.

Director Bouchard was absent.

B. PUBLIC COMMENTS:

Sheriff Captain Todd Inglis announced that the "AT Your Service Day Event" will be taking place on June 22nd from 10:00 a.m. to 2:00 p.m. in the Silver Strand Beach parking lot. Sheriff Inglis also stated that the Sheriff's office now has the capability to get the IP address from public cameras and incorporate it into their system to help solve crimes.

C. CONSENT CALENDAR:

General Manager Alikhan noted there were two corrections in the minutes: 1) the date and 2) the word "mention" should be "mentioned". Director Marcus moved to approve the Consent Calendar with the corrections to the minutes. Vice President Nast seconded the motion. The motion passed.

Brewer, Nast, Marcus, Debley 4 - Yes 0 -No

D. OPERATIONS AND MAINTENANCE REPORT:

Deputy General Manager/ Operations Manager (DGM/OM) Pete Martinez presented the Operations and Maintenance Report. DGM/OM Pete Martinez using a PowerPoint presentation explained the month's tasks which included lead testing at Hollywood Beach School resulting in no lead detected, water system maintenance consisting of flushing and valve exercising, water system repairs, Smart Meter Project update stating 99% meters are now communicating daily, and the commencement of the CCTV Project.

E. ACTION CALENDAR

1. Second FY 2019-2020 Draft Budget Workshop

General Manager Alikhan explained⁸ this is the second Board Workshop

regarding the Budget and pointed out the key changes in the second draft of the Budget. Discussion ensued. General Manager pointed out two modifications to the Budget, the addition of monies towards the upcoming Rate Study and the focus on an organized preventative maintenance plan. The organized preventative maintenance plan is a key component for analyzing where future monies should be spent. The first step includes focusing on Geographical Information System (GIS/CMMS) and Computerized Maintenance Management System (CMMS). General Manager Alikhan stated the next steps and dates in the Budget adoption process.

No Board Action

2. First Reading of Ordinance 91 and 92

Board asked questions. Board agreed to continue with the reading of the Ordinances however decided to revisit the Ordinances sometime this year and reword the legacy language to be better aligned with current practice. Director Debley made the motion to perform the first reading of Ordinances 91 and 92 in title only and to set the Public Hearing date on June 11, 2019 at 6 P.M. Director Marcus seconded the motion. The motion passed. Office Manager CJ Dillon executed the First Reading of Ordinances 91 and 92 in title only.

Brewer, Nast, Marcus, Debley 4 - Yes 0 -No

3. Summary of Strategic Planning Workshop

General Manager Alikhan explained that February 9th the Board had a workshop focusing on District Goals. There was discussion regarding the mission statement. Board asked to amend the mission statement to say, "Providing quality utility services to its customers through exceptional responsiveness and by maintaining accountability to the Channel Islands Beach Community." Using a PowerPoint presentation General Manager Alikhan reiterated the long- and short-term goals the Board had agreed on for the District. Director Marcus made the motion to approve recommendation 1 as discussed and recommendations, 2 and 3. Director Debley seconded the motion. The motion carried.

Brewer, Nast, Marcus, Debley 4 - Yes 0 -No

4. Agreement for Architectural Design Services

General Manager Alikhan stated that at the January meeting the Board

preferred to seek out a local firm for Architectural services. Three responses from local Architects to the RFP were received. Board discussion ensued. Director Debley made the motion to Authorize the General Manager to enter into the agreement with Coastal Architects for architectural design services not to exceed \$47,355. Director Marcus seconded the motion. The motion passed.

Brewer, Nast, Marcus, Debley 4 - Yes 0 -No

5. Transition to Monthly Billing Schedule

General Manager Alikhan said this item came before the Finance Committee in February which was attended by President Brewer and Director Bouchard. The billing period currently goes from the 15th to the 15th of the month which is due to the fact meters were read manually. Now that the Smart Meters are installed the billing cycle could go to a true month cycle 1st to the 30th or 31st. Board agreed this was a simpler billing period to understand. President Brewer made the motion to approve the edit to the district billing period policy including waiving late fees in the transition month and sending out two bills during this period. Director Marcus seconded the motion. Motion passed collectively.

Brewer, Nast, Marcus, Debley 4 - Yes 0 -No

F. INFORMATION CALENDAR:

1. PHWA Agenda Review

General Manager Alikhan announced there is no PHWA meeting this month. The PHWA will be adopting their Budget at their June meeting.

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

Vice President Nast attended the VRSD meeting and said there were discussions regarding a few issues: One was implementation of a cost savings program for their staff that would compensate staff and give them incentives to make cost savings recommendations, second VRSD will continue with a 6-day work week, and lastly there were environmental discussions regarding biomethane gas.

G. BOARD MEMBER COMMENTS:

Vice President Nast stated that coyotes are still a problem in the area.

Vice President Nast said the City of Oxnard is having accessory dwellings debates and it may be due to the shortage of housing in the area.

President Brewer stated that the County is enforcing the Ordinance regarding vacation rentals.

President Brewer said she thinks at the next meeting the Board should discuss how many cameras the Sheriff Department needs and to how to get donations.

Director Debley commented that we should consider the maintenance aspect in keeping the cameras clean especially when the heavy winds blow in the area. Director Debley said since someone will have to do that there is an expense to consider.

Director Debley commented on the fire recovery efforts in the area and was happy to announce only 5 properties are remaining in the area that need to be cleaned up.

Director Marcus stated there is still a problem with the parking lot that borders Oxnard and Hollywood Beach.

Director Marcus mentioned the Metropolitan Water District Tour in Sacramento is in the fall.

H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel had no comments.

Per Vice President Nast's request, the General Manager said he spoke with United regarding possibly presenting information regarding Article 21 water. United could do a presentation just as an education session since United is not looking for us to participate. They are participating as their own agency.

General Manager Alikhan showed the CERT insert that will be included in this month's billing.

General Manager Alikhan announced he and DGM/OM Pete Martinez attended the ACWA conference. The big theme was the opposition to the water tax.

The Board Meeting adjourned at 8:43 P.M.



Board of Directors:

KRISTINA BREWER, President
BOB NAST, Vice President
MARCIA MARCUS, Director
JARED BOUCHARD, Director
SEAN DEBLEY, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, June 11, 2019

To: Board of Directors
From: Akbar Alikhan, General Manager
Subject: Final Proposed FY 2019 – 2020 Budget
Item No. D-1

RECOMMENDATION:

1. Conduct public hearing, receive staff report, public testimony, and close the public hearing.
2. Review and adopt Final Proposed FY 2019 – 2020 Operating and Capital Budget.

FINANCIAL IMPACT: Action provides guidance and spending limits for the District for operating and capital needs from July 1, 2019 through June 30, 2020.

BACKGROUND/DISCUSSION:

The Board first considered a preliminary budget at the April 23 Board Meeting and provided feedback to staff on requested changes. After producing a revised draft budget, a second budget workshop was held at the May 14 Board Meeting. At the second workshop there were no requested changes from the Board. Staff provided the Harbor Department Director a draft budget in late April.

In review, the proposed Operating Budget represents a 3.9% increase from the FY 2018 – 2019 Operating Budget, most of which is drive by increased water purchase costs. The table below summarizes the proposed budget for each cost category.

	FY 2018 - 2019	FY 2019 - 2020	% Change
Total Water System Expense	\$877,400	\$986,800	12.5%
Total Sewer System Expense	\$1,012,000	\$1,002,000	-1.0%
Total Trash Expense	\$528,000	\$528,000	0.0%
Total Maintenance Expenses	\$52,800	\$52,500	-0.6%
Total Salaries & Benefits	\$884,000	\$914,800	3.5%
Total Administrative Expenses	\$412,150	\$430,350	4.4%
TOTAL OPERATING EXPENSES	\$3,766,350	\$3,914,450	3.9%

The Capital Budget calls for \$581K in infrastructure investment for FY 2019 – 2020, with \$263,000 assigned to the Water Enterprise and \$318,000 assigned to the Sewer Enterprise.

If approved, the adopted Budget would go into effect on July 1, 2019 and new utility rates would become effective July 15, 2019.

Members of the public wishing to access the full Budget document may request a copy from the Clerk of the Board or view any time by visiting www.cibcsd.com/budget.

ATTACHMENTS:

1. FY 2019 – 2020 Final Proposed Budget (*available under separate cover Board Clerk and accessible 24/7 at www.cibcsd.com/budget*)



Board of Directors:

KRISTINA BREWER, President
BOB NAST, Vice President
MARCIA MARCUS, Director
JARED BOUCHARD, Director
SEAN DEBLEY, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, June 11, 2019

To: Board of Directors
From: CJ Dillon, *Office Manager*
Subject: PUBLIC HEARING, Second Reading and Adoption of Rate Ordinance 91
Item No. D-2

PUBLIC HEARING, June 11, 2019 at 6 P.M.

RECOMMENDATION:

- 1) Conduct public hearing, receive staff report, public testimony, and close the public hearing.
- 2) Perform second reading in title only and adoption of Ordinance 91, which upon adoption will implement the rate increases approved in the Proposition 218 Hearing held August 9, 2016.

FINANCIAL IMPACT: Financial impacts are available in the Proposition 218, 5-year notice approved by the Board on August 9, 2016. No changes have been made.

BACKGROUND/DISCUSSION:

Subject 1: Second Reading and Adoption of Ordinance 91: AN ORDINANCE AMENDING RATES, FEES AND REGULATIONS RELATED TO THE PROVISION OF WATER AND WASTEWATER SERVICES WITHIN THE SERVICE AREA OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT AND ADOPTING BY REFERENCE PORTIONS OF ARTICLE VII- PUBLIC UTILITIES, CHAPTER 2- SEWER SERVICE OF THE CITY OF PORT HUENEME MUNICIPAL CODE

The rates adopted in Ordinance 91 will take effect on July 15, 2019. The District received no letters of opposition.

ATTACHMENTS:

1. Ordinance 91

ORDINANCE NO. 91

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT RATES, FEES, AND REGULATIONS RELATED TO THE PROVISION OF WATER AND WASTEWATER SERVICES AND ADOPTION BY REFERENCE OF PORTIONS OF ARTICLE VII- PUBLIC UTILITIES, CHAPTER 2- SEWER SERVICE OF THE CITY OF PORT HUENEME MUNICIPAL CODE

SECTION 1: Short Title

The Short Title of this Ordinance shall be: “**CIBCSD 2019/2020 Water and Wastewater Utility Service Fee and Charges Adjustments Ordinance**” and may be cited as such.

SECTION 2: Purpose

The purpose of this Ordinance is to adjust existing water and wastewater rates and charges in order to balance revenue projections with expenditure requirements found in the adopted Fiscal Year 2019-20 Budget and to establish sufficient rules and regulations related to wastewater (sewer) service to: (1) prevent the introduction of pollutants not customarily found or that are incompatible with the wastewater system, (2) protect District personnel who may be affected by wastewater and sludge in the course of their employment, and (3) enable sufficient control authority to the District in order to comply with local, state and federal wastewater regulations.

SECTION 3: Repeal of Ordinance 89 and annual Water Availability Charge

Ordinance No. 89 regarding the above-referenced fees and charges now in effect is hereby repealed in its entirety. The \$10.00 annual Water Availability Charge is hereby repealed due to the limited amount of vacant lots located within the District’s boundaries and the inability to find the original Ordinance to enforce this charge.

SECTION 4: Water Service Charges

- (a) **Section 4.1: Definitions**. For the purposes of this section, the following definitions shall apply: “Non-Harbor Customers” shall mean those customers who are served water through a connection **not** subject to the terms of the 1996 Water Service Agreement between the County of Ventura and the Channel Islands Beach Community Services District; those residential subdivisions commonly referred to as Hollywood Beach, Hollywood by the Sea, and Silver Strand.
- (b) “Harbor Customers” shall mean those customers who are served water through a

connection subject to the terms of the 1996 Water Service Agreement between the County of Ventura and the Channel Islands Beach Community Services District; those areas located within the lands and water ways owned and operated by the Channel Islands Harbor Department.

- (c) "Single-Family Residential" shall mean single-family residences; single-family residences with one (1) accessory dwelling unit; and residential duplexes serviced through a single, metered water connection.
- (d) "Multi-Family Residential" shall include single-family residences with two (2) or more accessory dwelling units; residential multiplexes with three (3) or more dwelling units serviced through a single, metered water connection. "Multi-family" shall not include any connection that services both dwelling units as well as other uses simultaneously.
- (e) "Commercial" and "Industrial" shall include any use that is not solely comprised of residential dwelling units including those where dwelling units and other uses are serviced by a single, metered water connection.
- (f) "HCF" shall mean Hundred Cubic Feet of water; an industry standard unit of measure for water consumption. One (1) HCF equals 748 gallons of water.
- (g) "Date of Demolition" or "Demolition" shall mean the sign-off date of an approved demolition permit from the County of Ventura.

Section 4.2: Base Monthly Water Service Charges. The following rates are effective beginning at 12:01am on July 15, 2019:

- (a) Non-Harbor Customers
 - (i) 3/4" meter: **\$37.51/month**
 - (ii) 1" meter: **\$59.03/month**
 - (iii) 1 1/2" meter: **\$112.84/month**
 - (iv) 2" meter: **\$177.42/month**
 - (v) 3" meter: **\$381.92/month**
 - (vi) 4" meter: **\$683.28/month**
- (b) Harbor Customers
 - (i) 3/4" meter: **\$51.64/month**
 - (ii) 1" meter: **\$82.59/month**
 - (iii) 1 1/2" meter: **\$159.97/month**
 - (iv) 2" meter: **\$252.83/month**
 - (v) 3" meter: **\$564.87/month**
 - (vi) 4" meter: **\$980.20/month**
- (c) Fire Hydrant Construction Meter: **\$50.00/month**. A minimum charge of \$50.00 will be applied to any account requesting a Fire Hydrant Construction Meter; following the first fully billing cycle, the \$50.00 per month charge will be prorated to reflect the actual number of days of service.

Section 4.3 Fire Line Charge. In addition to the base monthly water rate for each residential connection served by a **1"** or less water meter with a fire sprinkler system as well as a UL fire water meter and manifold installed in the residence, the following monthly fees shall apply:

- (a) 3/4" connection: **\$6.38/month**

(b) 1" connection: **\$9.62/month**

Section 4.4 Three Tiered, Increasing Block-Metered Consumption Rates.

(a) Non-Harbor Single-Family Residential Customers

- (i) Tier 1: **\$3.90/HCF** for first **0-5 HCF** consumed each month
- (ii) Tier 2: **\$4.52/HCF** for water consumed between **6-8 HCF** each month
- (iii) Tier 3: **\$6.28/HCF** for water consumed above **8 HCF** each month

(b) Non-Harbor Multi-Family Residential Customers

- (i) Tier 1: **\$3.90** per HCF for first **0-4 HCF** consumed each month
- (ii) Tier 2: **\$4.52** per HCF for water consumed between **5-6 HCF** each month
- (iii) Tier 3: **\$6.28** per HCF for water consumed above **6 HCF** each month

(c) Example. *The monthly billing for a three (3) unit multi-family structure will be calculated as follows:*

Up to 12 HCF of water at Tier 1 pricing: {up to 4 HCF of Tier 1 water} x {3 units}

Up to 6 HCF of water at Tier 2 pricing: {up to 2 HCF of Tier 2 water} x {3 units}

Remaining HCF of water at Tier 3 pricing: {all HCF above 18 HCF}

Section 4.5 Metered Consumption Rates. The variable monthly rate based on metered consumption for Commercial, Governmental, and Industrial (including Construction and Hydrant) meters shall be:

(a) Non-Harbor: \$4.39per HCF.

(b) Harbor: \$5.13 per HCF.

Section 4.6 Monthly Rates Dedicated Fire Line Rates. The monthly rates for connections dedicated solely to the provision of fire protection shall be based on the diameter of the connection at these rates:

- (a) 1" connection: **\$6.25/month**
- (b) 2" connection: **\$11.69/month**
- (c) 3" connection: **\$24.03/month**
- (d) 4" connection: **\$45.33/month**
- (e) 6" connection: **\$121.75/month**
- (f) 8" connection: **\$253.54/month**

Section 4.7 Charges for Relocation or Abandonment of Metered Service. Charges for all meter relocation services will be billed at the District's actual cost plus a 15% administration fee to cover handling and billing costs on all materials as well as other related costs incurred by the District in connection with the provision of these services. An estimate of costs for each relocation or abandonment shall be available upon request from the District's General Manager.

Section 4.8 Connection Charges Governed by the 1996 Water Service Agreement.

All connection charges for water connections made within the Harbor are governed by the 1996 Water Service Agreement.

Section 4.9 Connection Charges Not Governed by the 1996 Water Service Agreement.

(a) Capacity Connection Charge. Subject to Section 4.8 above, any new

development within the District's service area requiring a metered service connection to the District's water mains shall be subject to a capacity-based connection fee according to the following schedule:

- (i) 3/4" connection: **\$6,064.00** (based on equivalency factor: 1)
- (ii) 1" connection: **\$12,128.00** (based on equivalency factor: 2)
- (iii) 1 1/2" connection: **\$24,252.00** (based on equivalency factor: 4)
- (iv) 2" connection: **\$43,909.00** (based on equivalency factor: 7)
- (v) 3" connection: **\$90,946.00** (based on equivalency factor: 15)
- (vi) 4" connection: **\$181,893.00** (based on equivalency factor: 30)
- (vii) 6" connection: **\$363,786.00** (based on equivalency factor: 60)

(b) Capacity Connection Charges for Dedicated Fire Protection Connections.

Subject to Section 4.8 above, any development within the District's service area requiring a metered service connection to the District's water mains that will be dedicated solely to fire protection shall be subject to a capacity-based connection fee according to the following schedule:

- (i) 3/4" connection: **\$800.00**
- (ii) 1" connection: **\$1,212.00**
- (iii) 2" connection: **\$1,842.00**
- (iv) 3" connection: **\$2,818.00**
- (v) 4" connection: **\$3,860.00**
- (vi) 6" connection: **\$5,712.00**

In addition to this connection fee, applicants will be billed the District's the actual cost to install the required connection plus a 15% administrative fee to cover handling and billing costs, on all materials or external costs incurred by the District. An estimate of costs for each installation can be obtained upon request from the District General Manager.

(c) Connection Charge for Delayed Construction on Vacant Parcels.

- (i) *Structures Constructed Within 5 Years of Paying Connection Charge.* Any structure proposed for residential, commercial, or industrial uses on a vacant and unconnected parcel within the District's service area on a parcel for which a Connection Charge has been paid within the 5 years of the date of the requested connection to the District's water system shall not be subject to the payment of the applicable Connection Charge. This subsection is subject to Section 4.9(e) describing Incremental Water Connection Charges, below.
- (ii) *Structures Constructed 5-10 Years After Paying Connection Charge.* Any structure proposed for residential, commercial, or industrial uses on a vacant and unconnected parcel within the District's service area on a parcel for which a Connection Charge has been paid more than 5 years but less than 10 years from the date of the requested connection to the District's water system shall be subject to the payment of the applicable Connection Charge at a 50% reduced rate. This subsection is subject to Section 4.9(e) describing Incremental Water Connection Charges, below.
- (iii) *Structures Constructed More Than 10 Years After Paying Connection Charge.* Any structure proposed for residential, commercial, or industrial uses on a vacant and unconnected parcel within the District's service area on a parcel for which a Connection Charge has been paid more than 10 years from the date of the requested connection to the District's water system shall be subject

to the payment of the applicable Connection Charge.

(d) Connection Charge for Demolished and Replaced Structures.

- (i) Structures Replaced Within 5 Years of Demolition.** Any structure proposed for residential, commercial, and/or industrial uses within the District's service area that is being constructed to replace a demolished structure shall **not** be subject to the payment of applicable Connection Charges provided: (1) The structure being replaced was properly connected to the District's sewer system, as evidenced by the payment of past applicable sewer connection charges, and (2) the replacement structure is constructed within five (5) years from the date of demolition for the structure it replaces. The property owner shall bear the burden of proof as to the above (5) year time period.
- (ii) Structures Replaced 5-10 Years After Demolition.** If a property owner delays in constructing a replacement structure until more than five (5) years but less than ten (10) years from the date of applicable connection charges being paid or the date of demolition, the District shall levy and collect all applicable Sewer Connection Charges in effect at the time of request for a "Water Service Will Serve or Water Availability Letter" for the structure. However, said charges shall be reduced by (50%) Fifty Percent.
- (iii) Structures Replaced More Than 10 Years After Demolition.** If a property owner delays in constructing a replacement structure until more than ten (10) years from the date of demolition, then there shall be no reduction in the applicable Sewer Connection Charge.
- (e) Incremental Water Connection Charge.** Notwithstanding any other part of this Ordinance, the District shall levy incremental an Incremental Water Connection Charge for any replacement structure which requires a larger size water meter. This incremental charge shall be based on the difference in charges between the larger size connections minus the dollar value of the charges for the original sized connections on the demolished structure. Payment of these charges shall occur prior to and as a condition of the issuance of "Water Will Serve or Water Availability Letter"
- (f) Issuance of Letters.** Payment of all Water Connection Charges shall occur prior to and as a condition of the issuance of "Water/Sewer Will Serve Letter" or "Water/Sewer Availability Letter."

Section 4.10 Charges for Modifying Fire Sprinkler System Service Connections.

- (a) Ventura County Fire Protection District ("VCFPD") Ordinance No. 25 requires new homes and/or remodeled homes to install fire sprinkler systems under certain specific conditions. The design of said sprinkler systems will be determined by the VCFPD.
- (b) Charges or all water service modifications or installations required to accommodate fire sprinkler installations utilizing the same size water meter and pipe will be billed at actual cost to the District, plus a 15% administrative fee to cover handling and billing costs on all materials or external costs incurred by the District. An estimate of costs for each installation can be obtained upon request from the District General Manager.
- (c) If VCFPD determines a larger diameter meter or pipe is necessary to comply with

its Ordinance Code, then fees for such replacement equipment shall be calculated in accordance with Section 6.6(d) of this Ordinance.

SECTION 5: Sewer Service Charges

Section 5.1 Definitions. For the purposes of this section, the following definitions shall apply:

- (a) "Equivalent Residential Unit" or (ERU) shall mean:
 - a. One (1) freestanding single-family residence; or
 - b. Any dwelling unit, attached or detached, designed to be an independent dwelling unit; or
 - c. Any independent dwelling unit that is part of an apartment complex, condominium development, mobile home, or duplex.
- (b) "Single Family Residential" shall mean one (1) Single Family residence with no attached or detached accessory dwelling units.
- (c) "Multi-Family Residential" (MFR) shall mean any residential structure comprised of more than one (1) dwelling unit, including single-family residences with one (1) or more accessory dwelling units.
- (d) "Sewer service only" shall mean those facilities known as the Hollywood Beach Mobile Home Park" and the "Harbor Walk Condominiums".
- (e) "Commercial I – Low" shall mean any premises used for general office functions, retail and or enterprise where it can be reasonably expected that the strength of sewerage generated and discharged will be generally low in total suspended solids and generally low in Bio Oxygen Demand (BOD).
- (f) "Commercial III – High" shall mean any premises used of the purpose of food production, restaurant service or where the sewerage generated and discharged can be reasonably expected to produce high volumes of flow, high total suspended solids and high Bio Oxygen Demand.
- (g) "School" shall mean any premises owned and operated by the Port Hueneme School District.
- (h) "HCF" shall mean Hundred Cubic Feet of water; an industry standard unit of measure for water consumption. One (1) HCF equals 748 gallons of water.
- (i) "Return to Sewer" or (RTS) is the amount of wastewater that flows to the District's sewer system; because of the technical limitations on accurately measuring the flows of sewage from individual connections, RTS is calculated based on industry-standard ratios that are a function of type of use and amount of water delivered. The return to sewer factor for Single-Family Residential and Multi-Family Residential customers is based on annualized FY 2015 winter usage.
- (j) "Lateral" shall mean those portions of sewer line necessary to connect any property to the District Waste Water Collection System, including those portions in the public right of way up to and including the Wye connection to the District Sewer main and those sections extending onto private property.
- (k) "Date of Demolition" or "Demolition" shall mean the sign-off date of an approved demolition permit from the County of Ventura.

SECTION 5.2: Monthly Base and Variable Sewer Rates. The sewer rates shall be comprised of a monthly base service charge in addition to variable charges based on usage according to the following schedule of rates effective beginning at 12:01am on July 15, 2019:

- (a) Monthly Base Rates (based on type of connection):
 - (i) Single Family Residential: **\$26.40** per month per connection
 - (ii) Multi-Family Residential: **\$21.12** per month per ERU behind connection
 - (iii) Sewer Service Only: **\$21.12** per month per ERU behind connection
 - (iv) School: **\$156.01** per month per connection
 - (v) Commercial I – Low: **\$24.84** per month per connection
 - (vi) Commercial III – High: **\$62.64** per month per connection
- (b) Variable Rates (based on metered water consumption and listed RTS):
 - (i) Single-Family Residential: **\$6.23** per HCF per month; calculated at 93% RTS
 - (ii) Multi-Family Residential: **\$6.23** per HCF per month for each metered connection; calculated at 94% RTS
 - (iii) Sewer Service Only: **\$6.23** per HCF per month for each metered connection; calculated at 94% RTS
 - (iv) School: **\$5.94** per HCF per month for each metered connection; calculated at 100% RTS
 - (v) Commercial I – Low: **\$6.01** per HCF per month for each metered connection; calculated at 100% RTS
 - (vi) Commercial III – High: **\$7.47** per HCF per month for each metered connection; calculated at 100% RTS

(a) **Section 5.3: Sewer Connection Charges. New Connection Charge.** Each residential/commercial unit served by a 4 inch or smaller lateral to be connected directly to the District Waste Water Collection System shall be assessed a \$8,656.00 connection fee by the District. Payment of the connection fee authorizes a single connection from the subject property to the District Waste Water Collection System. It is the sole responsibility of the parcel owner to install and maintain the sewer lateral connecting the subject property to the District owned collection system.

- (b) **Connection Charge for Delayed Construction on Vacant Parcels.**
 - i. *Structures Constructed Within 5 Years of Paying Connection Charge.* Any structure proposed for residential, commercial, or industrial uses on a vacant and unconnected parcel within the District's service area on a parcel for which a Connection Charge has been paid within the 5 years of the date of the requested connection to the District's sewer system shall not be subject to the payment of the applicable Connection Charge. This subsection is subject to Section 4.9(e) describing Incremental Water Connection Charges, below.
 - ii. *Structures Constructed 5-10 Years After Paying Connection Charge.* Any structure proposed for residential, commercial, or industrial uses on a vacant and unconnected parcel within the District's service area on a parcel for which a Connection Charge has been paid more than 5 years but less than 10 years from the date of the requested connection to the District's sewer system shall be subject to the payment of the applicable Connection Charge at a 50% reduced rate. This

subsection is subject to Section 4.9(e) describing Incremental Water Connection Charges, below.

- iii. *Structures Constructed More Than 10 Years After Paying Connection Charge.* Any structure proposed for residential, commercial, or industrial uses on a vacant and unconnected parcel within the District's service area on a parcel for which a Connection Charge has been paid more than 10 years from the date of the requested connection to the District's sewer system shall be subject to the payment of the applicable Connection Charge.

(c) Connection Charge for Demolished and Replaced Structures.

(i) *Structures Replaced Within 5 Years of Demolition.* Any structure proposed for residential, commercial, and/or industrial uses within the District's service area that is being constructed to replace a demolished structure shall **not** be subject to the payment of applicable Connection Charges provided: (1) The structure being replaced was properly connected to the District's sewer system, as evidenced by the payment of past applicable sewer connection charges, and (2) the replacement structure is constructed within five (5) years from the date of demolition, for the structure it replaces. The property owner shall bear the burden of proof as to the above (5) year time period.

(ii) *Structures Replaced 5-10 Years After Demolition.* If a property owner delays in constructing a replacement structure until more than five (5) years but less than ten (10) years from the date of applicable connection charges being paid or the date of demolition, the District shall levy and collect all applicable Sewer Connection Charges in effect at the time of request for a "Water/Sewer Will Serve Letter" or "Water/Sewer Availability Letter" for the structure. However, said charges shall be reduced by (50%) Fifty Percent.

(iii) *Structures Replaced More Than 10 Years After Demolition.* If a property owner delays in constructing a replacement structure until more than ten (10) years from the date of demolition, then there shall be no reduction in the applicable Sewer Connection Charge.

- (d) Incremental Sewer Connection Charge.** Notwithstanding any other part of this Ordinance, the District shall levy incremental an Incremental Sewer Connection Charge on for any replacement structure which requires a larger size water meter. This incremental charge shall be based on the difference in charges between the larger size connections minus the dollar value of the charges for the original sized connections on the demolished structure.

- (e) Issuance of Letters.** Payment of all Sewer Connection Charges shall occur prior to and as a condition of the issuance of "Water/Sewer Will Serve Letter" or "Water/Sewer Availability Letter."

SECTION 6: Charges and Requirements for Remodeling, Replacement, Modification, or Redevelopment Affecting the District's Water or Waste Water Systems

Section 6.1 Charges.

- a) *Cost Calculation.* Notwithstanding any other provisions of this ordinance, the following requirements shall apply to any property connected to the Districts Water or Waste Water Collection System that is to be remodeled, modified or

redeveloped in any matter that includes the repair, replacement or modification of facilities, infrastructure or piping connected to the Districts water or waste water system shall pay to the District the actual cost incurred to the District plus a 15% administrative overhead fee for staff time in plan review, inspections and other charges that may include, but are not limited to atlas updates, hydraulic modeling, construction cost, sampling or engineering.

- b) *Deposit.* A minimum deposit for each project shall be collected by the District from each applicant in accordance with following schedule:
 - (i) Residential Property: \$250.00
 - (ii) Commercial Property with ¾" and 1" meter: \$250.00
 - (iii) Commercial Property with 1.5" and larger meter: \$1000.00
- c) *Costs in Excess of Deposit.* Should the actual cost incurred by the District exceed the amount of the deposit the applicant or property owner shall be required to pay those costs in full prior to receiving service from the District. In the event the actual cost incurred are less than the amount of the deposit the District shall refund the remaining balance of the deposit within thirty days of being notified by the applicant that the project is complete.

Section 6.2 Requirement to Camera Sewer Lateral. Prior to reconnecting to the District Waste Water Collection System the parcel owner shall arrange for and pay for a video inspection of the sewer lateral. The video inspection must occur with an authorized agent of the District present or a copy of the video inspection shall be provided to the District in DVD format. Upon review of the video inspection, the District may require the repair or replacement of any portion of the lateral shown to have the potential for excessive velocities, failures, infiltration of water, roots, soil, or the introduction of anything other than waste water into the District Waste Water Collection System.

SECTION 7: Adoption of Certain Articles and Chapters of the City of Port Hueneme Municipal Code

Pursuant to the Government Code sections 61060 and 61100, Article VII- Public Utilities, Chapter 2 – Sewer Service of the City Of Port Hueneme Municipal Code is hereby adopted by reference and made a part of this Ordinance provided that (1) references to administrative authorities therein be construed, whenever applicable based on context, to refer to the Channel Islands Beach Community Services District ("District") (2) references to authorities therein designated to the Public Works Director be construed, whenever applicable based on context to refer to the District General Manager, (3) The following portions of Article V11- Public Utilities, Chapter 2 – Sewer Service of the City Of Port Hueneme Municipal Code are specifically not part of the referenced adoption and shall not be deemed enforceable or adopted:

- (a) 7152G paragraph (2)
- (b) 7152H paragraphs (2) & (3)
- (c) 7154D is excluded in its' entirety
- (d) Section 7155 is excluded in its' entirety
- (e) 7156A, 7156B, 7156C, 7156D, 7156E, 7156F, 7156G, 7156H, 7156I, 7156J, 7156K and 7156L are excluded in their entirety
- (f) 7157B and 7157C are excluded in their entirety

- (g) Section 7159 is excluded in its' entirety
- (h) Section 7160 is excluded in its' entirety

In the case of any conflict between the code adopted by reference herein and a rule or regulation separately adopted by the District, the District's separately adopted rule or regulation shall prevail.

SECTION 8: Effective Date

This Ordinance shall become effective at **12:01 a.m. on July 15, 2019.**

SECTION 9: Publication

Upon adoption, this Ordinance shall be published in title and general description only in a newspaper of general circulation within the District's general area of service.

SECTION 10: Severability

In the event that any section, clause or portion of this Ordinance is found to be invalid, the validity of the remaining sections of the Ordinance shall not be affected.

PASSED, APPROVED and ADOPTED by the Channel Islands Beach Community Services District Board of Directors on this **11th day of June, 2019**, by the following vote:

AYES: Directors:

NOES: Directors:

ABSENT: Directors:

KRISTINA BREWER, BOARD PRESIDENT

**ATTEST:
APPROVED AS TO FORM:**

**AKBAR ALIKHAN
GENERAL MANAGER**

**JOHN MATHEWS
GENERAL COUNSEL**



Board of Directors:

KRISTINA BREWER, President
BOB NAST, Vice President
MARCIA MARCUS, Director
JARED BOUCHARD, Director
SEAN DEBLEY, Director

AKBAR ALIKHAN
General Manager

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

Regular Board Meeting, June 11, 2019

To: Board of Directors
From: CJ Dillon, *Office Manager*
Subject: PUBLIC HEARING, Second Reading and Adoption of Rate Ordinance 92
Item No. D-3

PUBLIC HEARING, June 11, 2019 at 6 P.M.

RECOMMENDATION:

- 1) Conduct public hearing, receive staff report, public testimony, and close the public hearing.
- 2) Perform second reading in title only and adoption of Ordinance 92 which upon adoption will implement the rate increases approved in the Proposition 218 Hearing held August 9, 2016.

FINANCIAL IMPACT: Financial impacts are available in the Proposition 218, 5-year notice approved by the Board on August 9, 2016. No changes have been made.

BACKGROUND/DISCUSSION:

Subject 1: Second Reading and Adoption of Ordinance 92: AN ORDINANCE OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ESTABLISHING RATES, FEES AND REGULATIONS RELATING TO SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL AND THE ABATEMENT OF NUISANCES

The rates adopted in Ordinance 92 will take effect on July 15, 2019. The District received no letters of opposition.

ATTACHMENTS:

1. Ordinance 92

ORDINANCE NO. 92

AN ORDINANCE OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ESTABLISHING RATES, FEES AND REGULATIONS RELATING TO SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL AND THE ABATEMENT OF NUISANCES

WHEREAS, the Channel Islands Beach Community Services District (hereinafter "District") is empowered to provide a number of public services in accordance with provisions of **California Government Code Section 61000, et seq** and

WHEREAS, Government Code Section 61600 enumerates the powers that the District may exercise, among them the following: (1) to supply the inhabitants of the district with water for domestic use, irrigation, sanitation, industrial use, fire protection and recreation, (2) to collect, treat or dispose of sewage (wastewater), waste and storm water of the district and its inhabitants, and (3) to collect or dispose of garbage and refuse matter; and

WHEREAS, Government Code Section 61621 provides that the District may prescribe, revise and collect rates or other charges for services and facilities provided by it, such as the above-referenced supply of water sewage and garbage collection and disposal services; and

WHEREAS, the District requires all properties within the District's service area desiring any one of the above utility services to obtain all services, as evidenced by the connection of the property to the District's water mains via appropriately sized, metered, service lateral connections and to any appropriate sewer connections; and

WHEREAS, the District has established procedures for the collection of appropriate service charges for the above-referenced services by the number of ordinances and utility billing policies now in effect; and

WHEREAS, the District's Board of Directors conducted a duly noticed public hearing on the Recommended Fiscal Year 2019/20 Annual Budget during their June 11, 2019 Meeting, concluding in the adoption of the Fiscal Year 2019-20 Annual Budget during the June 11, 2019 Meeting; and

WHEREAS, the adoption of a Final Fiscal Year 2019-20 Annual Budget for the District requires periodic adjustments to existing water, wastewater and/or trash utility rates and fees to balance revenue projections with expenditure requirements; and

WHEREAS, the District has provided written notice pursuant to California Proposition 218 to all property owners in the District's area regarding the proposed adjustment to the water, wastewater, and trash utility rates and fees, and held and conducted a public hearing regarding the proposed adjustment on August 9, 2016.

The Board of Directors of the Channel Islands Beach Community Services District does ordain as follows:

Section 1. Definitions.

Unless the context otherwise requires, the following definitions shall govern the construction of this chapter.

A. "District" means the Channel Islands Beach Community Services District and all territory now or hereafter included within the boundaries of District.

B. "Contractor" means any person with whom District may have a contract pursuant to this ordinance for the collection and disposal of trash from any property within District.

C. "Employee" means all persons engaged in the operation or conduct of any garbage, trash or refuse contractor business as defined in subsection B, whether as owner, partner, agent or manager, and any and all other persons employed or working in the business.

D. "Green Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees, any type of non-chemically treated wood or lumber and similar materials

E. "Recyclable Material(s)" means those materials designated by the Contractor and the District which will be processed for marketing.

F. "Solid Waste" means all putrescible and non-putrescible solids, semi-solids and liquid waste accumulated or delivered for collection and disposal within the District and includes, but are not limited to, construction, demolition, debris and bulky waste. Solid Waste does not include:

1. Hazardous waste or low level radioactive waste regulated under Chapter 7.6 of Division 20 of the Health and Safety Code.
2. Medical waste which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 of the Health and Safety Code), provided that the medical waste, whether treated or untreated, is not disposed of at a solid waste facility. Medical waste which has been treated and which is deemed to be solid waste shall be regulated pursuant to this division.

3. Recyclable materials.

G. "Prohibited Materials" includes bricks, stones, concrete, cement, plaster, asphalt and debris incident to construction or demolition; hot ashes; earth, sod and sand other than the minimal amounts accumulated in ordinary cleaning; any toxic or hazardous materials, chemicals or waste, including flammable or explosive substances such as drain oil and paints; medicines, drugs and pills, unless securely enclosed in containers which do not in any way indicate the nature of the contents; and appliances and furniture which are bulky or unusually heavy, such as couches, refrigerators, water heaters and similar items. Other than as specified in Sections 8 and 30 relating to nuisances, "Prohibited Materials" are specifically excluded from the definitions of "Garbage," 'Refuse' and "Trash' herein.

H. "Real Property," "Property" or "Properties" means all real property in District, residential, commercial or otherwise, vacant or otherwise, upon which trash, garbage, or refuse is produced or accumulates.

I. "Residential Property" means real property used for residential purposes, containing no more than one (1) residential dwelling unit. "Residential Property" is real property containing a single-family dwelling.

J. A "Residential Dwelling Unit" means an independent residential living space, with kitchen facilities, designed for use by one (1) or more persons. For purposes of this definition, a residential dwelling unit includes, without limitation, a single-family dwelling, one-half (1/2) of a duplex, and an apartment within a multi—unit residential building.

K. "Multi-Unit Residential Property" means real property used for residential purposes, containing two (2) or more residential dwelling units. "Multi—Unit Residential Property" includes a duplex with two (2) dwelling units, a triplex with three (3) dwelling units, and an apartment complex or other multi-tenant building containing four (4) or more dwelling units.

L. "Commercial Property" shall include real property being used for commercial purposes, including offices, restaurants and hotels or motels.

M. "Public Entity Property" means those properties owned or occupied by public entities, including: (1) the Hueneme School District (Hollywood Beach School); and (2) the County of Ventura.

N. "Construction Site" means real property undergoing construction or substantial repairs and/or reconstruction.

O. "Person" means an individual, partnership, corporation or any commercial association or venture, however defined.

P. "Occupant" means every resident or possessor of improved real property within the District, residential or commercial.

Q. "Owner" means a person holding title to real property within District.

R. "Manager" shall mean the General Manager of this District. The Manager may delegate his or her responsibilities under this ordinance to other District employees.

S. "Street" means any public or private street or way.

T. "Truck" means any truck, trailer, semi-trailer, conveyance or vehicle to collect, hold or transport trash, garbage, or refuse upon and along the streets, roads and highways of District.

U. "Independent Contractor" means a person other than Contractor with whom an owner or occupant has a collection contract.

V. "Board of Directors" means the Board of Directors of the Channel Islands Beach Community Services District.

Section 2. Intent.

Pursuant to the statutory authority enumerated in California Government Code Section 61 600 and Public Resources Code Section 40059, it is the declared intent of District to provide for the collection and removal of trash, garbage and refuse from real property within the District in accordance with the provisions of this ordinance, any rules and regulations of District adopted pursuant to this ordinance, and the terms and conditions of any contract between District and Contractor(s) pursuant to this ordinance.

Section 3. Exclusive Right of District to Regulate Trash Collection and Disposal.

The collection, removal and disposal of all trash shall be performed by District or its authorized Contractor, and no other person shall engage in the business of collection, removal and disposal of trash unless authorized to do so by District. The provisions of this section shall not apply to any owner or occupant hiring an independent contractor to collect and dispose of refuse or prohibited materials from property for which such services are not provided by District or its Contractor, nor shall these provisions apply to the exemption specified in Section 6 herein.

Section 4. Supervision of Collection

A. The Manager shall supervise the collection and removal of garbage, refuse, waste and trash within District.

B. The Board of Directors of District may by resolution adopt rules,

regulations, terms and conditions governing the collection, removal and disposal of garbage and refuse, which are not inconsistent with the provisions of this ordinance.

Section 5. Eligibility for Service.

All real property within District shall be eligible to receive trash collection and disposal services by District's Contractor. All real property so served must be on the current property tax roll for the County of Ventura, with all taxes paid and current. Provision of services is subject to proof of legal occupancy and compliance with all terms and conditions of this ordinance, including timely payment of all service rates and charges.

Section 6. Owners' and Occupants' Exemption.

Owners' and Occupants' removal and conveyance of an occasional load of refuse or prohibited materials, not containing garbage, from their own property to a legal point of disposal, shall be exempted from the provisions of this ordinance. Additional exemptions shall be the hauling of grass cuttings, pruning's, manure or other refuse or rubbish not containing garbage, by gardeners or gardening services working on such property.

Section 7. Deposit of Trash or Prohibited Materials on Streets.

It shall be unlawful for any person to deposit, or cause or permit to be deposited, any trash or prohibited materials upon or in any public sidewalk, Street, road, highway, court or alley within District, or upon any property owned or leased by District, except in receptacles or areas specifically designated or provided for that purpose. A violation of this provision shall be a misdemeanor punishable by imprisonment in the county jail for not more than thirty (30) days, or by a fine of not more than Five Hundred Dollars (\$500.00), or by both such fine and imprisonment.

Section 8. Accumulation of Trash or Prohibited Materials on Property.

Every owner or occupant of real property shall properly store accumulations of trash or prohibited materials such that they will not be carried or deposited by the elements upon any street, sidewalk or public place or upon the private property of another person. No person shall deposit, store, or cause or permit to be deposited or stored, any trash or prohibited materials upon any property owned or occupied by such person so that such trash or prohibited materials constitute a "nuisance" pursuant to Section 30 herein. Every person owning or occupying property where there is any accumulation of garbage or refuse shall cause the same to be lawfully removed or disposed of at least once each calendar week. No person owning or occupying property shall set out or cause to be set out for collection during any week garbage or refuse for collection other than garbage or refuse originating on that same property. No person may discard prohibited materials through the weekly collection process described herein. All persons in possession of such prohibited materials shall either lawfully dispose of such materials themselves or make arrangements with District for the

removal and disposal of such materials.

Section 9. Solid Waste & Recycle Containers.

A. Registration. All solid waste & recycle containers provided by Contractor shall bear a registration number, be kept at their designated property address, and shall not be painted by the occupant. All solid waste & recycle containers furnished by Contractor shall remain the property of Contractor and shall be replaced at Contractor's expense when deemed necessary by the District.

B. Residential Property. Contractor shall provide each residential property with a solid waste & recycle container(s), including lid, of a size and type approved by District.

C. Multi-Unit Residential, Commercial and Public Entity Properties. As directed by the District, Contractor shall provide each multi-unit residential, commercial and public entity property with one (1) or more, three (3)-cubic yard trash bin(s), including lid, and suitable for locks, of a type approved by District. At the District's discretion, commercial food service/restaurant establishments shall be liable for an additional surcharge for fly-tight lids for such trash bins.

D. Construction Site Bins. Upon the District's request, Contractor shall provide a construction site with one (1) or more three (3)-cubic yard trash bin(s), including lid, of a type approved by District. Construction bin service shall be determined by the District upon processing of a 'will-serve' letter or meter service request, or upon District's inspection of a construction site. Construction site bin collection and removal services shall be provided by District's Contractor, unless otherwise approved by the Manager.

E. Additional Trash Containers. Additional solid waste & recycle container(s) shall be supplied by the Contractor to, or an increased frequency of pick-ups of solid waste & recycle shall be made from, any of the properties described in this section upon the request of either: (1) the occupant or owner of the property, communicated to District; or (2) the Manager, upon recent evidence that the solid waste or recycle container(s) placed on the property is generally insufficient to hold the accumulation of trash from the property, or that solid waste or recyclables need to be collected more frequently. Prior to ordering either increased pick-up service or the placement of additional container(s) on a property, the Manager shall notify in writing the property's occupant or owner of the Manager's intentions and seek comments. Written notice of the placement of additional container(s) or increased pick-up, together with a schedule of the service rates to be paid for the additional container(s) or increased frequency of pick-ups, shall be sent to the property occupant or owner.

F. Excess Solid Waste Surcharges. The Manager, in his discretion, may impose an excessive solid waste volume surcharge upon any owner or occupant who repeatedly sets out for pick-up a volume of solid waste in excess of the weekly limits as specified in Section 11. The amount of surcharge shall be \$35.00 for each additional

full solid waste container utilized to pick up excess solid waste, or a pro-rated amount depending upon the volume of excess solid waste. For example, use of an additional half-container for excess solid waste shall result in a \$17.50 surcharge. Prior to levying such surcharges, the District shall either personally deliver or mail at least (1) written notice, by regular first-class mail, to the owner or occupant, warning them of the levying of such a surcharge or fine in the event of future non-compliance.

G. Recycling Surcharges. The Manager, in his discretion, may impose a Failure to Recycle Surcharge upon any owner or occupant who causes solid waste, hazardous, e-waste or other non-recyclable materials to be placed in recycle containers. The same surcharge may be imposed on any owner or occupant who repeatedly causes recyclable materials to be placed in the solid waste containers. The amount of the surcharge shall be \$25.00 for each recycle container contaminated with solid waste, hazardous waste, e-waste or other non-recyclable materials.

Section 10. Non-Permitted Solid Waste or Recycle Containers;

Apart from the exception of District-approved containers for recyclables, no other trash containers or receptacles other than those specifically authorized herein may be used to deposit trash for collection by Contractor. Trash deposited in these receptacles, e.g., disposable plastic bags, refuse bundles, oil drums, wooden crates, waste baskets, cardboard boxes and paper bags, will not be collected by Contractor.

Section 11. Limitations on Amount of Solid Waste.

Each property shall be entitled to have collected and disposed of by Contractor the amount of solid waste equaling the volume of the trash container(s) placed on the property pursuant to Section 9. Trash more than this volume limitation shall not be part of the basic collection service specified herein and shall not be picked up by Contractor unless directed by the District.

Section 12. Holiday Collection.

There will be no trash collection by Contractor on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day, amid any other holiday unspecified herein during which the landfill customarily used by Contractor is closed. Contractor shall be responsible for notifying District and owners and occupants of any unspecified holidays at least two (2) weeks in advance, in accordance with Section 23 herein. If a -weekly pick-up day falls on any of these days, trash for that week shall be placed for disposal and picked up on the day following the day trash is normally collected.

Section 13. Placement of Trash Containers.

A. No owner or occupant or any other person shall place or cause to be placed any trash containers on any sidewalk, street, road or highway within District at any time other than on the days established for the collection of trash on the route, or

before 5 p.m. on the days immediately prior to such collection, or permit such containers to remain there after 7 p.m. on the day of collection. Any trash containers placed for collection shall be placed within two (2') of the curbside. Subject to Section 13, Subsection C, after collection of trash, the trash containers shall be removed and returned to an area within the property where such containers cannot be viewed from adjacent properties or from any street, road or highway in front of or to the rear of said property. Pursuant to Subsection E of this Section, the Manager in his discretion may impose a surcharge or fine on any owner, occupant or person who violates the provisions of this section.

B. Owners and occupants of 'Residential Property' as defined herein may at their discretion request 'walk-in' service from Contractor at the service rate specified by District in Section 25 herein.

C. The District may make exceptions where site conditions prevent an owner or occupant from complying with the above trash container placement requirements. The District will only grant exceptions where the owner or occupant (1) Demonstrates that there is no area on the site where trash containers cannot be viewed from adjacent properties or from any street, road or highway in front of or to the rear of said property; and, (2) Stipulates that trash containers will be located in most unobtrusive manner under the circumstances as determined by the District. Pursuant to Subsection E of this Section, the Manager in his discretion may impose a surcharge or fine on any owner, occupant or person who has been granted an exception under this subsection and fails to locate trash containers in the manner so stipulated.

Owners or occupants must locate trash containers in a manner that fully complies with both District requirements and applicable Ventura County Housing Code provisions. The Manager in his discretion may impose a surcharge or fine on any homeowner who repeatedly violates the provisions of this Section according to the following schedule:

First Offense	\$25.00
Second Offense	\$50.00
Third Offense	\$75.00
Each Add'l Offense	\$100.00

Prior to levying such surcharges, the District shall either personally deliver or mail at least (1) written notice, by regular first-class mail, to the owner or occupant, warning them of the levying of such a surcharge or fine in the event of future non-compliance.

Section 14. Unlawful Collection or Interference.

A. It shall be unlawful for any person other than an owner, occupant, Contractor or Contractor's employee's to:

(1) Interfere in any manner with any trash container or the contents thereof, or to place contents within or remove contents from any container without consent of the owner or occupant;

(2) Remove or disturb any “solid waste”, “green waste”, or recyclable materials” as defined herein from the place where the same has been placed for collection;

(3) Collect or haul away any “solid waste”, “green waste”, or “recyclable materials” as defined herein from the place where the same has been placed for collection;

(4) Transport any “solid waste”, “green waste”, or “recyclable materials” as defined herein from the place where the same has been placed for collection.

B. It shall be unlawful for any person, other than Contractor, or an independent contractor as specified herein, or an owner or occupant as specified in Section 6 herein, to remove or convey, or cause or permit to be removed or conveyed, any “solid waste”, “recyclable materials”, or “green waste” as defined herein upon or along any public sidewalk, highway, street, boulevard, court, way or alley within the District, or engage in the business of trash collection, removal and disposal within the District, including the collection and disposal of “solid waste”, “recyclable materials”, or “green waste” as defined herein.

C. It shall be unlawful for any person, other than Contractor, or an independent contractor as specified herein, or an owner or occupant as specified in Section 6 herein, to place, store, dispose, or deposit, or cause or permit to be placed, stored, disposed, or deposited, any “solid waste”, “recyclable materials”, or “green waste” as defined herein upon or along any public sidewalk, highway, street, boulevard, court, way or alley within the District, or engage in the business of trash collection, removal and disposal within the District, including the collection and disposal of “solid waste”, “recyclable materials”, or “green waste” as defined herein.

D. A violation of these provisions shall be a misdemeanor punishable by imprisonment in the county jail for no more than thirty (30) days, or by a fine of not more than Five Hundred Dollars (\$500.00), or by both such fine and imprisonment.

E. Where a District employee determines that a person is unlawfully collecting or interfering with the collection of solid waste or recyclables under these provisions, that employee may either notify the appropriate authorities or issue a warning to the offender on a form drafted and approved by the District. Such form will clearly notify the offender of the District’s authority, the nature of the offense, and the possibility of future criminal action.

Section 15. Receptacles to be Kept Clean.

Owners and occupants shall keep trash containers in a clean and sanitary condition.

Section 16. No Burning.

No person shall cause or permit the burning of refuse, garbage, trash or waste.

Section 17. Agreement Between District and Contractor.

Pursuant to California Public Resources Code Section 40059, District may enter into a contract with any person to provide trash collection and disposal services for real property within District in accordance with the provisions of this ordinance. Such contract may be terminated by District in the event of Contractor's noncompliance with the terms of this ordinance, rules and regulations adopted hereunder, or the contract.

Section 18. Contracts and Length of Term.

The actual number of trash collection contracts to be issued and outstanding at any time shall be in the sound legislative discretion of the Board of Directors of District, based upon the Board of Directors' assessment of District's needs and the public interest, safety, health and general welfare. The duration of any collection contract awarded by District shall not be longer than five years 62 months. District by contract may limit the area or customers within District which may be served by any Contractor. District may condition issuance of a Contractor's agreement or renewal of such agreement upon any terms, as it may deem desirable or necessary to protect the public interest.

Section 19. Public Hearing on Award or Renewal of Contract.

In awarding or renewing any agreement with a contractor, District shall review all applications and requests received from prospective contractors to supply trash collection service to District and the Board of Directors shall thereafter hold a public hearing at which the award, or renewal of an existing contract or contracts, shall be made. These provisions shall not be construed to require District to solicit applications, proposals, or bids from prospective contractors; all decisions regarding the procurement of contractor services shall be within the discretion of the Board of Directors.

Section 20. Conditions to be Included in Agreement with Contractor.

The following performance specifications to be followed by Contractor(s) shall be included, at least by reference, in agreements made by District with a contractor:

A. Office and Emergency Number. Contractor shall maintain an office readily accessible to owners and occupants and officials of District. The office shall remain open from 8 a.m. to 5 p.m. Monday through Friday, except on holidays. Contractor shall have a telephone number listed under its name in the local telephone directory. During non-office hours as specified herein, Contractor shall be available through said telephone number to provide emergency services.

B. Route Schedules. Contractor shall file with District a schedule and map showing its collection routes and the day or days on which each route is used. The collection schedule shall be subject to approval by the Manager and shall be maintained unless a change therein is approved in writing by the Manager not less than two (2) weeks prior to changes going into effect and public notice is given as provided in Section 23.

C. Equipment Specifications.

(1) Contractor shall provide metal-lined non-leaking trucks to be used in the collection, transportation and hauling of garbage or refuse, which trucks shall be securely covered and closed except during loading and unloading to limit odors and prevent flies and any insects from entering such trucks so far as practicable. Every such truck shall be cleansed daily and thoroughly disinfected at least once each week. Every such truck shall be loaded and driven to preclude the escape of any of its contents.

(2) Contractor's trucks shall carry, at all times, a broom and a shovel to be used for the immediate removal of any spilled material; one (1), five (5)-pound dry chemical fire extinguisher classified ABC multi-purpose; and an approved compound required to absorb and clean any liquid spills.

(3) Contractor's trucks shall have their firm or business name and telephone number painted in letters no less than three inches (3') in height on both sides of the truck.

(4) Contractor's trucks shall at all times be kept in a good and safe operating condition amid meet all equipment and mechanical operating requirements of state law, including but not limited to all requirements of the California Vehicle Code and the California Code of Regulations, as those requirements may apply to each such truck. All trucks are subject to inspection at any time by the Manager to ensure compliance with these requirements.

D. Collection of Trash.

(1) Contractor shall faithfully and regularly collect and remove all garbage and refuse properly left for collection by property owners or occupants in a prompt, thorough and workmanlike manner. After collecting trash from containers, Contractor shall return the container in an upright position where it was found. Contractor shall not place any container in the roadway portion of any street, nor on any public sidewalk to block the use of the sidewalk to pedestrians, or on private property other than that of the owner or occupant. Contractor shall not throw containers from its truck to the ground, nor cause other unnecessary noise during the collection process.

(2) Unless determined otherwise by the District, collection of trash by Contractor within District shall be confined to Monday through Friday between

the hours of 7 a.m. and 6 p.m. Contractor may make collections on Saturdays if a holiday occurs within the preceding six (6) days.

(3) If, in the judgment of the Manager, conditions warrant a temporary departure from the days amid hours of collection as determined by District, the Manager may authorize collection of trash on such days and during such hours as the Manager deems appropriate.

(4) To the extent reasonably possible, collection on each route shall commence at the same point, at the same time and follow the same route each time collections are made.

(5) Should any trash not be collected by Contractor from a property on a regular day of collection, Contractor shall attach a tag not less than three inches (3") by five inches (5') in size to the collection container amid shall state thereon the reason for its refusal to collect such trash. Contractor shall after each day's collections immediately advise District, in writing, of all such notices given by Contractor. Any routine overfilling of trash containers by an owner or occupant shall be reported to the District in a timely manner.

(6) Contractor shall immediately pick up and remove all trash or any other materials which have spilled or dropped on public or private property during its collection, transportation or disposal of trash. Any expense incurred by District in the pick-up, removal or disposal of any such spilled or dropped trash or any other materials shall be immediately paid by Contractor to District upon presentation by District to Contractor of a written statement of the expenses incurred in such clean up, or alternatively may be offset against the amount owed to Contractor by District in Contractor's next billing cycle.

(7) Contractor shall immediately notify the Manager, with submission of a written report following to the Manager within five (5) days thereafter, of any incident involving damage or potential damage to any person or property within District involving Contractor.

E. Complaints.

Contractors shall maintain a written record of all complaints received regarding Contractor's services, trash containers, or any aspect of Contractor's performance, including the name and address of the complaining party, a description of the complaint, the time the complaint was received, the action taken in response to the complaint amid the time the responsive action was taken. The record should be kept at Contractor's office and shall be available for inspection or duplication at all reasonable times by the District's representatives. Should any owner or occupant report to the Manager that a complaint has not been resolved to the complaining party's satisfaction, the Manager may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or actions taken to resolve said complaint. If it is the opinion of the Manager that Contractor's remedies proposed amid actions taken are insufficient to

adequately resolve said complaint; the Manager may require Contractor to carry out an alternative remedy process intended to resolve the complaint. Said remedies shall be carried out at no cost whatever to District unless otherwise specified by the Manager.

F. Permits.

Contractor shall obtain and maintain in full force and affect all permits and licenses required by local, state or federal governmental agencies exercising jurisdiction over the trash collection and disposal services described herein. Contractor shall immediately notify District, in writing, of any proceeding or action to revoke or suspend, or which affects Contractor's permits or licenses. Contractor shall comply with all local, state and federal laws, regulations and ordinances pertaining to Contractor's trash collection and disposal operation.

G. Reports and Financial Information.

Contractor shall provide District such financial information concerning Contractor, and such periodic reports on its current collection services within District, as required by the trash collection services agreement between District and Contractor.

H. "Special Service" Collections.

Contractor shall provide special service collection for those discarded appliances and furniture items whose size, bulk, volume and/or composition places them outside of the typical trash collection and disposal process. These items shall include, for example, mattresses, chairs, couches, stoves, refrigerators and water heaters. Such collection service shall be available at the request of an owner or occupant and subject to District's approval. Charges for such service and collection of the charges shall be as follows:

Televisions	\$22.40each
Mattress or Box Springs	\$22.40each
(King-Sized) Mattress or Box Springs	\$22.40 each
Couch/Stuffed Chair	\$22.40 each
Stove (two burner)	\$22.40 each
Stove (four burner)	\$25.50 each
Water Heater (50-60 Gal)	\$25.50 each
Water Heater (80-100 Gal)	\$33.60 each
Sleeper Couch	\$33.60 each
Washer or Dryer	\$22.40 each
Miscellaneous trash bags (33 Gal)	\$2.00 each
Self-Haul Concrete (miscellaneous)	\$5.00 min
Full pickup truck load	\$15.00 each
Commercial bed design load	\$20.00 each
Dump truck or contractor load	\$30.00 each
Refrigerator (below 19cubic ft.)	\$35.00 each
Refrigerator (over 19 cubic ft.)	\$40.00 each

B. Contractor agrees to provide special services as defined in the Agreement for Service between CIBCSD and EJ Harrison and Sons at the contractor's sole expense.

Section 21. Insurance.

A. No contract shall be awarded nor shall Contractor operate a refuse or garbage truck within District until Contractor files with the District a valid, unexpired certificate of liability insurance, evidencing insurance coverage with the following minimum limits:

Bodily Injury:

\$3,000,000 each person

\$3,000,000 each accident

\$3,000,000 aggregate products

Property Damage:

\$3,000,000 each accident

\$3,000,000 aggregate operations

\$3,000,000 aggregate products

\$3,000,000 aggregate, contractual

B. Contractor's insurance policy or policies shall be in a form and with a licensed insurance company authorized to do business within the State of California acceptable to District. The insurance certificate shall provide that the insurance thereby evidenced shall not be canceled, allowed to lapse or expire, or reduced in amount during the term of any such collection contract, unless the District is given at least a thirty (30)-day notice in writing by the insurer prior to any such cancellation, lapse or expiration or reduction in coverage. A lapse of the minimum insurance required by this provision for any reason shall result in automatic termination of District's agreement with Contractor.

Section 22. Bonding Requirement.

Contractor shall be required to furnish a performance bond payable to District in an amount sufficient to guarantee Contractor's performance as specified in District's agreement with Contractor. The performance bond shall be conditioned on the faithful performance of the duties imposed by this ordinance amid by the terms of District's agreement with Contractor.

Section 23. Information to Residents.

Contractor at its expense shall distribute to all owners and occupants printed information amid instructions relating to collection routes and schedules, handling requirements for types of refuse, service rates, District notices and any other information relating to trash collection that District may require from time to time. In the event of route changes or changes in the days of collection, Contractor shall provide

occupants with at least two (2) weeks' notice. Contractor shall at its own expense, by written notice with postage prepaid and forwarded through the United States mail or by personal service, notify each occupant of the day or days of the week on which trash shall be collected if such represents a change from an existing schedule and if such change has been approved by the Manager. The notice shall contain the day or days of the week upon which collections will be made, the name, address and telephone number of Contractor and other information deemed necessary by the Manager. Said notice shall be posted in the mails or by personal service to each property served not less than two (2) weeks prior to the change of collection schedule. All such information, instructions and notices distributed or mailed by Contractor shall either be prepared by District or approved in advance by the Manager.

Section 24. Contract Limitations and Retained Rights and Powers of District.

Nothing in this ordinance shall be interpreted as limiting the retained rights and powers of District regarding regulating or providing trash collection service within District consistent with the provisions of California Government Code Section 61600 and Public Resources Code Section 40059. Each Contractor is put on notice and agrees by its execution of an agreement with District that among the various rights and powers of District, which the District may exercise, and which are not diminished or waived by the issuance of a collection contract, is District's right and power to:

- A. Repeal or amend the whole or any provision of this ordinance.
- B. Exclusively undertake all trash collection within District; or grant to, and contract with one or more persons for collection of trash within District.
- C. Require Contractor(s) to deposit refuse collected within District at a legal disposal site specified by District located outside District boundaries.
- D. Require Contractor(s) to collect and dispose of trash collected within District in a manner or according to methods prescribed by District.
- E. Establish specific routes within District for Contractor(s) and to limit a Contractor's operations within District to such routes.

Section 25. Trash Collection Rates.

A. The Board of Directors finds that the service rates indicated herein are for the purpose of: (1) meeting the contractual operating expenses of District's trash collection services Contractor, and (2) meeting District's general and administrative expenses in the administration and enforcement of District's trash collection and disposal ordinance, agreements and regulations.

B. Upon adoption of this ordinance by the Channel Islands Beach Community Services District Board of Directors, the following rates shall become effective July 15, 2019 at 12:01 a.m. and shall be subject to periodic adjustment by the

Board of Directors.

C.

(1) Residential and Commercial Standard Trash Collection Services: 64-gallon solid waste and 64 or 96 gallon recycle containers are included with standard service rates

1/Week Pick-Up Standard Service:	\$31.15/container/mo.
1/Week Walk-In Service:	\$49.57/container/mo.
2/Week Walk in Service:	\$99.14/container/mo.
Additional Empties (Barrels):	\$10.94/container

(2) Multi-Unit Residential Property and Commercial Property Collection Services (3 Yard Bin):

1/Week Pick-Up Bin Service:	\$173.84/bin/mo.
2/Week Pick-Up Bin Service:	\$267.98/bin/mo.
3/Week Pick-Up Bin Service:	\$344.40/bin/mo.
1 time additional empty:	\$71.47/bin/empty
Locks for Comm. Bins:	\$2.75

(3) Additional Barrels:

64 gallon Solid Waste:	\$16.11/container/mo.
64 or 96 gallon Recycle:	\$2.93/container/mo.
Additional Trash Walk In:	\$24.44/Container/mo.
Additional Recycle Walk In:	\$7.21/Container/Mo

(4) Temporary 3 cubic-yard bin:

(delivery, initial load and removal included)	\$104.87/bin
Additional Dumps: (each empty)	\$104.87/bin
Daily Rental Fee:	\$2.54/day after 7 days

(5) 20 or 40 Yard Cubic Yard Construction Bin Services:

20 or 40 Cubic Yard Construction Bin Service is available at the rates and fees stipulated in the agreement for Service between Channel Islands Beach Community Services District and EJ Harrison and Sons. Rates are subject to modification based on tipping, surcharge or other fee increases associated with the provision of service.

Section 26. Compensation of Contractors.

District shall levy and collect the service rates and charges on properties within District receiving service from Contractor. The Manager shall prepare monthly transaction reports listing those properties within District receiving trash collection services from Contractor. The terms of compensation to the Contractor shall be specified in the District's agreement with the Contractor.

Section 27. Billing of Charges.

A. All trash collection charges shall be billed by District. To the extent practicable, all such charges shall be billed by District in conjunction with its billings for water and sewer services. Charges for portions of a month shall be appropriately prorated. The owner or occupant of the affected property shall make payment of the charges within twenty (20) days of District's mailing of its billing statement.

B. In the event of past due payment of a billing statement, an owner or occupant shall be assessed a past due payment charge, or interest, or both, in accordance with procedures established by resolution adopted by the Board of Directors.

C. In the event of nonpayment of a billing statement, District may initiate proceedings to discontinue service to the affected property, or exercise whatever other remedies may be available to District pursuant to Government Code Section 61621 et seq. or other applicable laws.

D. Procedures to be utilized for initiation of trash collection services or resumption of interrupted service, including applications for service amid deposits to be held by District, shall be in accordance with a resolution adopted by the Board Directors.

Section 28. No Assignment or Transfer.

No Contractor shall assign or transfer its rights wider its contract with District to any other person without the advance written consent of the district.

Section 29. Termination of Contract.

In the event a Contractor violates any of the specific terms, conditions and requirements of its contract with District, or any provision of this ordinance or any other local, state or federal law, rule or regulation, either now in effect or hereafter enacted relating to the collection, transportation or disposal of trash, District may terminate its collection contract with Contractor.

Section 30. Abatement of Nuisances.

A. Pursuant to California Government Code Section 61623.4, the District may exercise the power of a fire protection district to abate public nuisances. The accumulation on property of trash or prohibited materials, including but not limited to weeds, rubbish, brush, any grass, hay, straw, vines, stubble, construction materials or debris, litter, hazardous materials, waste petroleum, or any flammable or combustible materials, such that the accumulation represents a threat to the public health or safety, shall be deemed a public nuisance and may be abated by the District pursuant to California Health and Safety Code Section 13879 utilizing the procedures set forth in Health and Safety Code Section 14875 et seq. The expenses of abatement shall be borne by the owners of the property on which the accumulation of materials constituting

a nuisance has occurred, in accordance with Health amid Safety Code Section 14875 et seq.

B. If the Manager determines that a public nuisance exists as defined in subsection A., the Manager shall notify the occupant (and the owner of the affected property, if different from the occupant) of the existence of the nuisance and shall require the parties to abate or cause the nuisance to be abated within legal means as provided in this ordinance within ten (10) calendar days after receipt of such notice from the Manager. If the occupant or owner of the affected property does not abate or cause the nuisance to be abated within said ten (10)-day period, then the District shall follow the abatement procedures specified in Health amid Safety Code Section 14875 et seq.

C. Inoperative, unlicensed, or unregistered vehicles which are considered abandoned vehicles pursuant to the County Abandoned Vehicle Abatement Ordinance shall not be permitted on any vacant property within the District and any accumulation of a vehicle or vehicles on any vacant property shall be deemed a public nuisance. The Manager shall document the make; model, color, license number and vehicle identification number of the abandoned vehicle amid report same to the County of Ventura for removal.

Section 31. Exceptions for Practical Difficulty.

In all cases where the Manager finds that practical difficulty exists in complying with requirements of this ordinance as to the placing of refuse for collection, the Manager shall designate where and what manner such refuse shall be placed or kept for collection and the conditions under which it shall be collected.

Section 32. Repeal of Prior Ordinance.

District Ordinance No. 90 relating to trash collection and disposal is hereby repealed.

Section 33. Publication.

This ordinance shall be published once, upon its adoption, in a newspaper of general circulation within District's boundaries.

Section 34. Severability.

If any section, clause or portion of this ordinance is found to be invalid, then the validity of the remaining sections of the ordinance shall not be affected.

Section 35. Effective Date.

The trash collection rates specified in Section 25 of this ordinance shall be effective 30 days from date of adoption, and shall be subject to periodic adjustment by the Board of Directors.

Passed, approved and adopted this 11th day of June 2019 by following vote of the Board of Directors:

Ayes:

Nays:

Absent:

Kristina Brewer, President
Board of Directors

Attest:
Approved As To Form:

Akbar Alikhan, General Manager

John Mathews, District Counsel



Board of Directors:

KRISTINA BREWER, President
BOB NAST, Vice President
MARCIA MARCUS, Director
JARED BOUCHARD, Director
SEAN DEBLEY, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, June 11, 2019

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Revisions to Employment Agreement for Office Manager
Item No. G-1

RECOMMENDATION:

1. Review and approve revised Employment Agreement for Office Manager

FINANCIAL IMPACT: One-time payment of up to approximately \$30,000 contingent upon timing of staff retirement.

BACKGROUND/DISCUSSION:

On May 5, 2018 the District enrolled in the California Public Employees Retirement System (CalPERS). As part of the defined benefit program, employees contribute 6.25% of their gross wages towards their CalPERS formula, while the District contributes 6.53%. In order to be eligible to receive CalPERS benefits, an employee must be at least 62 years of age and have accrued at least 5 years of service in the CalPERS system.

Details regarding CalPERS contributions and vesting schedules were included in the most recent labor negotiation with SEIU in November 2018. However, the CalPERS provisions are absent from management's existing contracts and require updating to be consistent with current practices. The attached agreement is an update to the Employment Agreement for the Office Manager. The General Manager and Deputy General Manager agreements will be updated upon appointment of those respective positions.

The attached agreement mirrors the previous employment agreement, but contains one additional clause related to withdrawal from the District and CalPERS. Per CalPERS' contract rules, if an employee retires prior to vesting (five years of service), they are not entitled to any defined benefit and will receive only their portion of CalPERS formula contributions in the form of a one-time payment. For agencies entering CalPERS, such as the District, the vesting schedule disadvantages employees near retirement who may not be fully vested by their desired retirement date.

To address the fairness issue presented by the vesting schedule, provision 10E to the attached Employee Agreement was included. The provision allows for a one-time payment by the District to the Office Manager equal to the employer contribution of CalPERS payments should she retire

prior to May 5, 2023 – the CalPERS vesting date. At most, the provision may cost the District up to \$30,000 in the form of a one-time payment, depending on the date of retirement.

The District share of the funds contributed towards the Office Manager’s CalPERS formula must remain with CalPERS and would be used to offset any accrued liabilities that may develop from when the CalPERS market performance does not meet expectations; Public agencies are responsible for covering any differences between expected portfolio performance and actual market performance.

This provision is specific to the attached Employment Agreement only.

ATTACHMENT(S):

1. Employment Agreement for Office Manager

Channel Islands Beach Community Services District

Carol Jean Dillon EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into by and between Carol Jean Dillon (“Dillon”), an individual, and the Channel Islands Beach Community Service District (“District”), a government entity formed under Section 61000 of the California Government Code.

RECITALS

WHEREAS, the District Board of Directors has delegated the authority to manage personnel to the District’s General Manager; and

WHEREAS, Dillon has served as the District’s Office Manager since November 14, 2002; and

WHEREAS, Dillon and the District wish to continue the employment arrangement and District policies have necessitated a revised agreement between Dillon and the District;

NOW, THEREFORE, in consideration of the mutual promises and valuable consideration set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I TERM OF EMPLOYMENT

1. **Term**

This agreement will commence on June 12, 2019, upon mutual agreement by Dillon and District. This Agreement shall remain in effect until Dillon employment with the District is terminated by either Party according to the provisions of Article V of this Agreement, or this Agreement is superseded by a new, fully executed employment agreement between the District and Dillon.

2. **Date of Hire**

Dillon's Date of Hire for all purposes shall remain June 30, 1997.

ARTICLE II

DUTIES, RESPONSIBILITIES & EVALUATION

3. Supervision

Dillon shall serve under the supervision and direction of the District's General Manager.

4. Duties

As the District's Office Manager, Dillon shall:

- a. Manage all accounts receivable, accounts payable, monthly bank statement reconciliation, preparation and recordation of bank deposits, utility billings, monthly utility reports, oversee preparation of annual audit, and customer services.
- b. Manage the human resources activities, payroll, workers' compensation, employee benefits, 457 retirement fund deposits, CalPERS, employee personnel files, and training requirements.
- c. Office Manager shall direct and oversee District liability insurance, contractor insurance certificates, office machine maintenance contracts and leases, ordering office supplies, managing petty cash, debt collections and District debt service payments.
- d. The office manager shall complete these tasks and responsibilities with the assistance of the Customer Service Representatives.

5. Evaluation

The General Manager will formally evaluate Dillon annually on or near Dillon's hire anniversary date.

ARTICLE III COMPENSATION AND BENEFITS

6. Compensation

- a. The District shall pay Dillon and Dillon shall accept for his/her services to the District, a base annual salary of \$81,317.10. The District shall pay Dillon such compensation in accordance with the provisions from time to time set forth by the District Board of Directors for the payment of compensation to employees of the

District.

- b. Annually, on July 1 of each year, Dillon's base salary shall be adjusted by the March to March Los Angeles Area Consumer Price Index ("CPI") factor.
- c. Any further increases in Dillon's base salary shall be limited to a merit-based percentage increase of no more than three percent (3%) annually. Such merit-based increases shall only be awarded by the General Manager.
- d. The District Board of Directors may deem fit in its sole and absolute discretion to award merit-based one-time salary bonuses. However, the award of such bonuses does not create a right to such bonuses in subsequent years.
- e. Dillon's compensation as the District's Office Manager shall be governed solely by this Agreement and shall not be affected by any changes in the compensation or benefits of any other District employee.

7. **Holidays; Sick Leave**

Dillon shall have the same scheduled holidays as approved by the Board of Directors for District employees.

8. **Vacation; Leave of Absence**

- a. Dillon shall accrue paid time off (PTO) at a rate of 9.84 hours per pay period.
- b. In the event of a foreseeable absence from his/her duties at the District, Dillon shall give the District's Board of Directors reasonable advance notice of the reason(s) for and the anticipated date(s) and duration of such absence.
- c. Upon termination, separation, or retirement, each employee shall be paid, in cash, for all their accumulated PTO hours at the hourly rate then in effect. Such cash conversion shall be accomplished within two weeks of the effective date of change in the employee's employment status.

9. **Insurance**

- a. Dillon shall be eligible to participate in the District's health, dental, vision, life and disability insurance on the same terms and conditions as these benefits are made available to other District employees.
- b. Any additional insurance benefits that may be granted to other District employees during the term of this Agreement shall also be granted to Dillon.

- c. If for whatever reason Dillon shall be ineligible for one or more of the District's insurance programs, the payments the District would normally make for that program on Dillon's behalf shall be paid to Dillon as additional compensation in lieu of the benefit, but said compensation shall not be considered part of Dillon's base annual salary as described in Paragraph 6 of this Agreement.
- d. If, at some subsequent time, Dillon regains eligibility for an insurance program for which he was formerly ineligible, the District shall enroll Dillon in the insurance program under the same terms and conditions as other District employees and shall discontinue payments of the any compensation in lieu of the benefit. The discontinuance of this compensation in lieu of a benefit shall not have any material impact on Dillon's base annual salary as described in Paragraph 6 of this Agreement.

10. **Retirement Contribution**

On May 5, 2018, the District enrolled in the California Public Employee Retirement System (CalPERS), under the Miscellaneous 2% at age 62 formula. As a new enrollee into CalPERS, the District's contract with CalPERS was executed after the passage of the Public Employees' Pension Reform Act of 2013. The CalPERS contract requires the District to pay 6.533% of the employee's gross wages towards the formula and requires the employee to pay 6.25% of the employee's gross wages towards the formula.

The parties agree that there are two (2) components to each employee's CalPERS formula, as follows:

- a. District's formula contribution: Defined to include all monies contributed by the District towards the employee's CalPERS formula, which will be 6.533% of employee's gross wages based on actuarial results performed by CalPERS.
- b. Dillon's formula contribution: Defined to include 6.25% of gross wages contributed by Dillon towards his/her CalPERS formula.

Per CalPERS rules, the District and its enrolled employees must adhere to the following conditions:

- c. Per the CalPERS contract, vesting schedules for the CalPERS contributions are five (5) years. If the employee separates from the CalPERS system prior to completing five (5) years of service enrolled in CalPERS, they may opt to keep their service years banked in CalPERS or withdraw the employee share of CalPERS account funds. A non-vested employee is not entitled to the District's share of the account funds.
- d. Employees will begin earning CalPERS benefits upon hire by the District.
- e. If Dillon resigns or retires prior to vesting with CalPERS on May 5, 2023, Dillon shall be entitled to the employee share of her CalPERS account funds; furthermore, the District will furnish a one-time payment to Dillon in the amount equal to the District's share of the account funds with a CPI adjustment factor from May 2018 to the month of separation.

11. **Deferred Compensation**

- a. District shall continue to make a contribution equal to 3.467% percent of the employee's gross salary then in effect into the employee's annuity plan account for the duration of his/her employment with the District.
- b. In accordance with applicable law, the Office Manager shall be entitled to make additional deferrals to his/her Retirement Account (457 b account) from his/her base salary at his/her sole discretion.

12. **Travel and Expenses**

Dillon shall be reimbursed for all reasonable, necessary and ordinary Board approved travel expenses (trip report) incurred in connection with his/her duties, excluding travel between Dillon's home and the District office. Said expenses may include expenses incurred in connection with professional growth activities approved by the Board of Directors and/or the representation of the district at professional conferences and meetings. In the event of reimbursement for use of his/her private automobile for District business, the rate of reimbursement shall be at the then-current rate allowed by the Internal Revenue Service for business mileage deductions.

13. **Other Benefits**

Except as otherwise provided above, the District shall provide to Dillon the same fringe benefits which the District may, at any time or from time to time during the term of this Agreement, provide for other employees of the District, and upon the same terms and conditions as those which apply to other employees of the District.

ARTICLE IV TERMINATION

14. **At-Will Employment**

Dillon's employment at the District is at-will and may be terminated by either party at any time for any reason or no reason upon written notice. Nothing in this Agreement shall prevent the District from terminating the Agreement and the services of Dillon at its sole discretion.

15. **Resignation**

- a. Dillon may resign at any time and for any or no reason and thereby terminate this Agreement.
- b. *Notice of Resignation.* Dillon shall attempt to provide the District with at least two (2) months written notice of his/her intent to resign. In the event that Dillon resigns, Dillon shall not be entitled to any severance pay from the District.

16. **Termination Without Cause**

- a. The District has the right to terminate its this Agreement at any time without any reason or providing any showing of cause.
- b. *Notice of Termination.* To affect a termination without cause, the District must provide Dillon a written Notice of Termination.
- c. *Termination Date.* The Notice of Termination shall specify the Termination Date which is the effective date of the termination. The Termination Date may be the same date as the Notice of Termination or some future date up to six (6) months from the date of the Notice of Termination.
- d. *Severance Pay.* In consideration of the District's right to terminate the Agreement at-will, Dillon shall receive severance pay equal to four (4) months of his/her regular base pay. The rate of base pay shall be the same for the entire period regardless of any increases that would have taken effect during the four-month period following the Termination Date if Dillon's employment with the District had continued. Severance pay shall be paid to Dillon no later than the Termination Date.
- e. *No Additional Benefits.* Dillon shall not earn any holiday, sick leave, retirement, vacation, educational reimbursement, or other benefits after the Termination Date.
- f. *No Appeal.* Dillon shall not be entitled to an appeal or hearing of any kind prior to or following termination without cause, regardless of any contrary District rule or

policy applicable to other District employees.

17. **Termination for Cause**

- a. *Cause Defined.* “Termination for cause” shall include but not be limited to termination for Dillon’s failure to perform his/her duties as set forth in this Agreement or disciplinary history.
- b. *Determination.* The District may terminate this Agreement at any time for cause, following a determination by the District’s General Manager.
- c. *Notice of Termination.* To affect a termination for cause, the District must provide Dillon a written Notice of Termination for Cause. Dillon shall provide the Notice of Termination for Cause within three (3) business days of the General Manager’s determination.
- d. *No Severance Pay.* In the event Dillon is terminated for cause, Dillon shall not be entitled to any severance pay.
- e. *Hearing.* The determination that Dillon has been terminated for cause shall—if requested by Dillon within 10 days of his/her receipt of the Notice of Termination for Cause—be subject to review in an evidentiary hearing before an administrative law judge selected by the Parties. At such hearing, the issue shall be limited solely to whether or not there is sufficient evidence to support a finding of termination for cause such that Dillon would not be entitled to any Severance Pay. The District shall bear the cost of such a hearing. If the administrative law judge determines there was no sufficient evidentiary basis for a termination for cause, Dillon shall be entitled to receive severance pay according to the provisions in Paragraph 17 of this Agreement. Under no circumstances shall Dillon be entitled to reinstatement to his/her position as a result of such hearing.

18. **Termination by Death or Incapacity**

- a. In the event Dillon is rendered unable to perform the essential functions of his/her position even with the help of reasonable accommodations because of Dillon’s death, physical incapacity, or mental incapacity, this Agreement shall terminate.
- b. In the event of Dillon's death, the District shall pay the Severance pay according to the provisions in Paragraph 17 of this Agreement to Dillon's designee or estate.

19. **Relationship on Termination**

Except as expressly provided in this Agreement, neither the District nor Dillon shall owe or have any obligations, responsibilities, or liabilities to the other party following the

termination of this Agreement.

**ARTICLE V
GENERAL PROVISIONS**

20. **Entire Agreement**

This Agreement constitutes the entire agreement between the District and Dillon regarding Dillon's employment as the District's Office Manager. This Agreement supersedes any and all other written or oral representations, inducements, promises, or agreements between the District and Dillon; this agreement fully cancels the employment agreement between Dillon and the District, dated November 14, 2002.

21. **Modification**

No change to any of the terms of this Agreement shall become effective unless it is in writing and until it is signed by the District and Dillon.

22. **Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

23. **Choice of Law; Venue**

This Agreement shall be interpreted and construed according to the laws of the State of California. The Parties agree that the venue for any litigation arising from this Agreement shall be the Superior Court of California, County of Ventura.

24. **Fees, Costs & Expenses**

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses and such an amount as the court may adjudge to be reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on,
_____ at Oxnard, Ventura County, California

Carol J. Dillon

Date

AKBAR ALIKHAN, General Manager
Channel Islands Beach
Community Services District

Date



Board of Directors:

KRISTINA BREWER, President
BOB NAST, Vice President
JARED BOUCHARD, Director
SEAN DEBLEY, Director
MARCIA MARCUS, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, June 11, 2019

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Appointment of Interim General Manager
Item No. G-2

RECOMMENDATION:

1. Accept resignation of General Manager.
2. Appoint Interim General Manager.
3. Hold Board discussion on appointment of next General Manager with option to: (a) appoint permanent General Manager and assign Boardmember and Counsel to negotiate contract on District's behalf; or (b) appoint Interim General Manager and consider permanent appointment at a later date; or (c) perform full advertisement and recruitment of candidates for General Manager position.

FINANCIAL IMPACT: Salary savings due to temporary staff vacancies.

BACKGROUND/DISCUSSION:

On May 24, 2019, the District's General Manager tendered his resignation effective June 13, 2019. To address operational and managerial needs in the short-term, staff recommends naming the Deputy General Manager as the Interim General Manager.

The Board has a few options in appointing its next General Manager. Among them are:

- a. Appoint the Deputy General Manager as the General Manager and assign a Boardmember and District Counsel to negotiate contract on the District's behalf;
- b. Appoint Deputy General Manager as the Interim General Manager and consider permanent appointment at a later date specified by the Board;
- c. Perform full advertisement and recruitment of candidates for General Manager position.



Board of Directors:

KRISTINA BREWER, President
BOB NAST, Vice President
MARCIA MARCUS, Director
JARED BOUCHARD, Director
SEAN DEBLEY, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, June 11, 2019

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: PHWA Agenda Review
Item No. H-1

INFORMATION:

The following items are slated for consideration at the next PHWA Board Meeting. The following is not an official agenda or notice and is subject to change.

Date: Monday, June 17, 2019

Time: 4:00 PM

Location: City Council Chambers - 250 North Ventura Road, Port Hueneme, CA 93041

Items for Consideration:

1. BWRDF Operational Report
2. Board Appointment to Association of Water Agencies Board
3. Adoption of FY 2019 – 2020 Budget