

Board of Directors:

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

JARED BOUCHARD  
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 • CHANNELISLANDSBEACHCSD.COM

# BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

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**NOTICE IS HEREBY GIVEN** that the Board of Directors of the Channel Islands Beach Community Services District will hold A Regular Meeting beginning at 11:00 AM on Tuesday, June 13, 2017. 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:** 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 2017
3. Operations & Maintenance Report –
  - a. May 2017
4. Minutes
  - a. May 23, 2017
  - b. June 6, 2017
  - c. June 7, 2017
5. Authorize customer request for relief from water charges due to leaks on the property consistent with Resolution 16-06
  - a. Account # 14970-03 Water \$60.83 Sewer \$155.64 Total \$216.47
  - b. Account # 11860-06 Water \$50.55 Sewer \$141.05 Total \$191.60

**D. ACTION CALENDAR:**

1. Consider authorizing District Legal Counsel to negotiate a consulting agreement with the Jared Bouchard for transition support during General Manager recruitment.
2. Update on District staffing including modification of duties for Office Manager and one

(1) Customer Service/ Admin Position.

**Recommendation:** Receive report and find that the staffing modifications are in the best interest of the District.

3. Review and compare 2008 RFP audit responses with current Auditor's Proposal. Consider directing Staff to approve Teaman, Ramirez and Smith, Inc. Proposal or bring a new RFP to the next Board Meeting.

**Recommendation:** Approve a new five year agreement with Teaman, Ramirez & Smith, Inc.

4. Consider setting date for a presentation from Harbor and Beach Community Alliance regarding Development within the Channel Islands Harbor

**Recommendation:** Schedule Special Meeting for June 27, 2017 at 6PM at Hollywood Beach School.

5. Recruitment of District General Manager – The Board will consider the appointment of a new General Manager

**Recommendation:** Board Discretion

#### **E. PUBLIC HEARINGS: TIME CERTAIN HEARINGS**

##### **11:00 A.M.**

1. (1) Public Hearing on Water rates pursuant to Proposition 218 (California Constitution, article XIID). **Ordinance 87: 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** The Board will conduct a Public Hearing and consider rate increases to Water & Wastewater Service Charges to be held at 11:00 AM.

**Recommendation:**

- a. Conduct public hearing, receive staff report, receive and file protest letters, public testimony, and close the public hearing.
- b. Adopt Ordinance 87 and perform the second reading in title only.

##### **11:00 AM**

2. Public Hearing on Solid Waste Service Rates pursuant to Proposition 218 (California Constitution, article XIID). **Ordinance 88: 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:**

- a. Conduct public hearing, receive staff report, receive and file protest letters, public testimony, and close the public hearing.
- b. Adopt Ordinance 88 and perform the second reading in title only.

**11:00 A.M**

3. Public Hearing and Adoption of District Fiscal Year 2017/18 Budget

**Recommendation:**

- a. Conduct public hearing, receive staff report, public testimony, and close the public hearing
- b. Adopt District Fiscal Year 2017/18 Budget

**F. INFORMATION CALENDAR**

1. Report from Board Members of any meeting or conference where compensation from the District for attendance was received.
2. Engagement letter from Teaman, Ramirez and Smith, Inc. for upcoming fiscal year 2016/2017 audit.

**G. CLOSED SESSION Conference with Legal Counsel—**

- a) Anticipated Litigation  
Pursuant to California Government Code, Section 54956.9 the District will meet with Legal Counsel to decide whether to initiate litigation. (Number of cases: Two).
- b) EMPLOYMENT MATTER. The Board will hold a closed session pursuant to California Government Code Section 54957 (b)(1) to discuss the possible employment of a replacement for the District's General Manager position.
- c) Regarding evaluation of performance, discipline or dismissal of public employees in accordance with Government Code Section 54957 (b) (1).

**H. BOARD MEMBER COMMENTS**

**I. GENERAL COUNSEL & GENERAL MANAGER COMMENTS**

**AGENDA POSTING CERTIFICATION**

This agenda was posted Friday, June 9, 2017 by 5:00 PM. The agenda is posted at the District Office and three public notice bulletin boards, which are accessible 24 hours per day. The locations include: Hollywood Beach School, 4000 Sunset, Corner Store, 2425 Roosevelt Blvd. and the District Office, 353 Santa Monica Drive, Channel Islands Beach, CA 93035.



Jared Bouchard  
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

6/9/2017 10:44 AM

Register: 1002 · Checking Pacific Western

From 05/01/2017 through 05/31/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
05/03/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/2		295.79	458,406.36
05/03/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/3		2,614.53	461,020.89
05/03/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 5/2		150.00	461,170.89
05/03/2017	RETCK	Returned Item	1200 - Accounts Recei...	Dies	116.03		461,054.86
05/08/2017	4129	ACWA/JPIA Health ...	2000 - Accounts Payable		1,078.41		459,976.45
05/08/2017	4130	ANNA WARMOTH	2000 - Accounts Payable	CUSTOMER ...	24.35		459,952.10
05/08/2017	4131	Arco	2000 - Accounts Payable		806.68		459,145.42
05/08/2017	4132	CalPers	2000 - Accounts Payable		8,798.08		450,347.34
05/08/2017	4133	Cardmember Service	2000 - Accounts Payable		2,207.56		448,139.78
05/08/2017	4134	CED	2000 - Accounts Payable		12.66		448,127.12
05/08/2017	4135	County of Ventura - ...	2000 - Accounts Payable		420.16		447,706.96
05/08/2017	4136	Dial Security	2000 - Accounts Payable		210.00		447,496.96
05/08/2017	4137	Document Systems, L...	2000 - Accounts Payable	office HP	60.69		447,436.27
05/08/2017	4138	Elecsys Corporation	2000 - Accounts Payable		223.50		447,212.77
05/08/2017	4139	FGL Environmental I...	2000 - Accounts Payable		438.00		446,774.77
05/08/2017	4140	FREDERICK N BAL...	2000 - Accounts Payable	CUSTOMER ...	40.04		446,734.73
05/08/2017	4141	Frontier	2000 - Accounts Payable		39.69		446,695.04
05/08/2017	4142	Frontier-Office	2000 - Accounts Payable	office phones	427.92		446,267.12
05/08/2017	4143	HAWKINS	2000 - Accounts Payable	CUSTOMER ...	19.83		446,247.29
05/08/2017	4144	James Sandefer	2000 - Accounts Payable	Refund Water ...	6,064.00		440,183.29
05/08/2017	4145	KELLY R. LONG	2000 - Accounts Payable	CUSTOMER ...	365.00		439,818.29
05/08/2017	4146	LEO K LAU	2000 - Accounts Payable	CUSTOMER ...	150.00		439,668.29
05/08/2017	4147	MEI LAN WILLIE	2000 - Accounts Payable	CUSTOMER ...	48.52		439,619.77
05/08/2017	4148	Mission Linen & Uni...	2000 - Accounts Payable		254.94		439,364.83
05/08/2017	4149	Mycol, Inc.	2000 - Accounts Payable	pirkle park	120.00		439,244.83
05/08/2017	4150	Nationwide Retirement	2000 - Accounts Payable	pr pd 4/22/17 t...	3,508.63		435,736.20
05/08/2017	4151	Oilfield Electric Motor	2000 - Accounts Payable		2,057.49		433,678.71
05/08/2017	4152	Pacific Couriers	2000 - Accounts Payable		188.72		433,489.99
05/08/2017	4153	Philip's Janitorial Ser...	2000 - Accounts Payable		231.25		433,258.74
05/08/2017	4154	Raftelis Financial Co...	2000 - Accounts Payable		7,814.28		425,444.46
05/08/2017	4155	Robert & Joanne But...	2000 - Accounts Payable		1,756.69		423,687.77
05/08/2017	4156	Soares, Sandall, Bern...	2000 - Accounts Payable		1,650.00		422,037.77
05/08/2017	4157	SoCalGas	2000 - Accounts Payable		1.49		422,036.28
05/08/2017	4158	Spectrum	2000 - Accounts Payable		38.02		421,998.26
05/08/2017	4159	State Water Resource...	2000 - Accounts Payable	Exam for Mark...	65.00		421,933.26
05/08/2017	4160	Streamline	2000 - Accounts Payable		200.00		421,733.26
05/08/2017	4161	SWRCB	2000 - Accounts Payable	Wtr System Fe...	9,143.00		412,590.26
05/08/2017	4162	Tampa Hardware 2	2000 - Accounts Payable		68.02		412,522.24
05/08/2017	4163	Underground Service...	2000 - Accounts Payable		16.50		412,505.74
05/08/2017	4164	VALERIE E. PARIS	2000 - Accounts Payable	CUSTOMER ...	95.10		412,410.64

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From 05/01/2017 through 05/31/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/08/2017	4165	Venco Controls, Inc.	2000 - Accounts Payable		1,535.30			410,875.34
05/09/2017		QuickBooks Payroll ...	-split-	Created by Pay...	23,092.41			387,782.93
05/10/2017	Dep	DEPOSIT	1200 - Accounts Recei...	Dep 5/8			3,321.98	391,104.91
05/10/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/5			1,053.43	392,158.34
05/10/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/4			10,831.29	402,989.63
05/10/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/1			383.85	403,373.48
05/10/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/5			6,578.23	409,951.71
05/10/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/1			1,407.25	411,358.96
05/10/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 5/8			300.00	411,658.96
05/10/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 5/5			150.00	411,808.96
05/10/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 5/9			150.00	411,958.96
05/10/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 5/9			150.00	412,108.96
05/10/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/9			25,671.94	437,780.90
05/10/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/3			400.00	438,180.90
05/10/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/9			6,366.24	444,547.14
05/10/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/8			5,373.67	449,920.81
05/10/2017	4128	Jeff W Spieler	-split-		435.37			449,485.44
05/10/2017	To Print	Carol J Dillon	-split-	Direct Deposit		X		449,485.44
05/10/2017	To Print	Casey D Johnson	-split-	Direct Deposit		X		449,485.44
05/10/2017	To Print	E.D. Brock	-split-	Direct Deposit		X		449,485.44
05/10/2017	To Print	Erika F Davis	-split-	Direct Deposit		X		449,485.44
05/10/2017	To Print	Jared Bouchard	-split-	Direct Deposit		X		449,485.44
05/10/2017	To Print	Joseph C. Mathein	-split-	Direct Deposit		X		449,485.44
05/10/2017	To Print	Lupe C Lopez	-split-	Direct Deposit		X		449,485.44
05/10/2017	To Print	Mark A Espinosa	-split-	Direct Deposit		X		449,485.44
05/11/2017	4166	Ventura County Star	2000 - Accounts Payable	1 Year Subscri...	325.07			449,160.37
05/11/2017	4167	W. J. HENRY	2000 - Accounts Payable	CUSTOMER ...	116.03			449,044.34
05/11/2017	4168	AWA	2000 - Accounts Payable	Educational Lu...	175.00			448,869.34
05/12/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/12			17,858.40	466,727.74
05/12/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/11			475.00	467,202.74
05/12/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/10			455.86	467,658.60
05/12/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/11			23,300.14	490,958.74
05/19/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/15			933.00	491,891.74
05/19/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/18			6,390.32	498,282.06
05/19/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/15			6,587.04	504,869.10
05/19/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/16			13,606.73	518,475.83
05/19/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 5/18			300.00	518,775.83
05/19/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/19			8.10	518,783.93
05/19/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/12			1,063.87	519,847.80
05/19/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/16			399.62	520,247.42

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From 05/01/2017 through 05/31/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/23/2017	4169	A to Z Law, LLP	2000 - Accounts Payable		1,826.00			518,421.42
05/23/2017	4170	ACWA	2000 - Accounts Payable	Ad for GM pos...	400.00			518,021.42
05/23/2017	4171	AT & T	2000 - Accounts Payable		657.71			517,363.71
05/23/2017	4172	AWA	2000 - Accounts Payable	luncheon-opera...	105.00			517,258.71
05/23/2017	4173	CalPers	2000 - Accounts Payable		8,798.04			508,460.67
05/23/2017	4174	County of Ventura - ...	2000 - Accounts Payable		270.00			508,190.67
05/23/2017	4175	Crump & Company, ...	2000 - Accounts Payable		1,278.20			506,912.47
05/23/2017	4176	CWEA Tri Counties ...	2000 - Accounts Payable		60.00			506,852.47
05/23/2017	4177	Document Systems, I...	2000 - Accounts Payable	Ricoh 4000	117.67			506,734.80
05/23/2017	4178	FGL Environmental I...	2000 - Accounts Payable		589.00			506,145.80
05/23/2017	4179	Frontier	2000 - Accounts Payable		819.21			505,326.59
05/23/2017	4180	Michael Datlow, MD	2000 - Accounts Payable	C. Johnson inje...	75.00			505,251.59
05/23/2017	4181	Nationwide Retirement	2000 - Accounts Payable	pr pd 5/6/17 to ...	3,377.92			501,873.67
05/23/2017	4182	Office Depot	2000 - Accounts Payable		1,940.46			499,933.21
05/23/2017	4183	PHWA	2000 - Accounts Payable		51,491.76			448,441.45
05/23/2017	4184	Pitney Bowes Inc.	2000 - Accounts Payable		144.16			448,297.29
05/23/2017	4185	Port Hueneme Marin...	2000 - Accounts Payable		61.55			448,235.74
05/23/2017	4186	Prime Masonry Mate...	2000 - Accounts Payable		37.82			448,197.92
05/23/2017	4187	SCE- Office	2000 - Accounts Payable		323.12			447,874.80
05/23/2017	4188	SEIU, Local 721	2000 - Accounts Payable	May Dues	134.00			447,740.80
05/23/2017	4189	So. California Edison...	2000 - Accounts Payable		950.73			446,790.07
05/23/2017	4190	Spectrum	2000 - Accounts Payable		113.99			446,676.08
05/23/2017	4191	Sunbelt Rentals, Inc.	2000 - Accounts Payable		250.54			446,425.54
05/23/2017	4192	Tampa Hardware 2	2000 - Accounts Payable		112.18			446,313.36
05/23/2017	4193	United States Postal ...	2000 - Accounts Payable		1,000.00			445,313.36
05/23/2017	4194	Aflac	2000 - Accounts Payable		558.80			444,754.56
05/23/2017	4195	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd 3/16/17 t...	41,073.83			403,680.73
05/23/2017		QuickBooks Payroll ...	-split-	Created by Pay...	20,466.19			383,214.54
05/24/2017	To Print	Carol J Dillon	-split-	Direct Deposit		X		383,214.54
05/24/2017	To Print	Casey D Johnson	-split-	Direct Deposit		X		383,214.54
05/24/2017	To Print	E.D. Brock	-split-	Direct Deposit		X		383,214.54
05/24/2017	To Print	Erika F Davis	-split-	Direct Deposit		X		383,214.54
05/24/2017	To Print	Jared Bouchard	-split-	Direct Deposit		X		383,214.54
05/24/2017	To Print	Joseph C. Mathein	-split-	Direct Deposit		X		383,214.54
05/24/2017	To Print	Lupe C Lopez	-split-	Direct Deposit		X		383,214.54
05/24/2017	To Print	Mark A Espinosa	-split-	Direct Deposit		X		383,214.54
05/26/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/23			6,184.96	389,399.50
05/26/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 5/23			150.00	389,549.50
05/26/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 5/26			450.00	389,999.50
05/26/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/15			340.00	390,339.50

Channel Islands Beach 2013

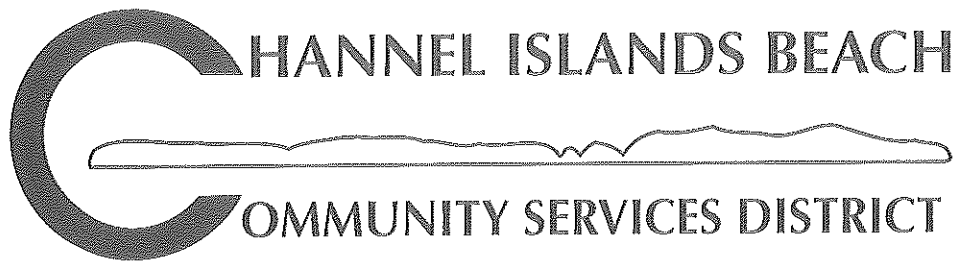
6/9/2017 10:44 AM

Register: 1002 · Checking Pacific Western

From 05/01/2017 through 05/31/2017

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Payment C</u>	<u>Deposit</u>	<u>Balance</u>
05/26/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/19		2,134.88	392,474.38
05/26/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/22		8,712.05	401,186.43
05/26/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/19		4,895.52	406,081.95
05/26/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/22		9,295.52	415,377.47
05/26/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/19		1,320.21	416,697.68
05/26/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/22		503.00	417,200.68
05/26/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/23		1,043.63	418,244.31
05/26/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 5/17		295.15	418,539.46
05/30/2017	EDEP	DEPOSIT	1200 - Accounts Recei...	E-checks		90,833.74	509,373.20



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### **Regular Board Meeting June 13, 2017**

**To: Board of Directors**

**From: Operations Manager**

**Subject: May 2017 Operations Report,  
Agenda Item C- 3**

### **Water System Repairs, Installations and Maintenance Tasks:**

- a) District staff responded to a service line leak at 3713 Ocean Dr. the service line was in the drive way and concrete was removed to make the repairs. A new ¾" copper line was pulled in and the concrete was replaced to complete the repair.
- b) District staff replaced 2 meters.
- c) District staff opened 13 meter accounts and closed 26 meter accounts.
- d) SWRCB monthly reports were emailed May 10, 2017.
- e) Water Purchased May 2017:
  - o 41.07 Ac/Ft = 13,381,000 gallons May 2017
  - o 141.73 Ac/Ft Calendar Year-to-date 2017
- Note that the PHWA meter was replaced May 1<sup>st</sup> at the request of District management, and the resulting reads are higher than the previous meter reads but are more in line with District consumption records.
- f) Meter reading, maintenance, rereads, disconnects, and additional customer service activities are listed on the attached monthly stat sheet.
- g) The District continues to be in a Stage II water supply shortage. This is in compliance with the State Drought Emergency regulation.



- h) District staff has been mapping District valves, hydrants and manholes in throughout the District as part of a GIS upgrade to our existing maps.

**Waste Water System Repairs, Installations and Maintenance Tasks:**

- a) District Staff filed a No Spill report.
- b) District staff was called out to Hollywood station for a pump failure and found the start capacitor had blown. The capacitor was replaced and the pump returned to normal operations.
- c) District staff again pulled and replaced pump 1 at Panama lift station due to a seal fail. The pump was taken back to the motor and pump repair shop and was repaired under warranty.
- d) Routine Preventive Maintenance and Inspections were performed throughout the month as well as minor troubleshooting and repairs.

**Miscellaneous Tasks in Support of District Operations:**

- a) District staff continues encouraging District customers to use water wisely. Customers who are creating runoff from irrigation or washing down of hard surfaces are contacted and asked to eliminate any waste of water.

**Operations & Maintenance Monthly Statistics Totals**  
**May** **2017**

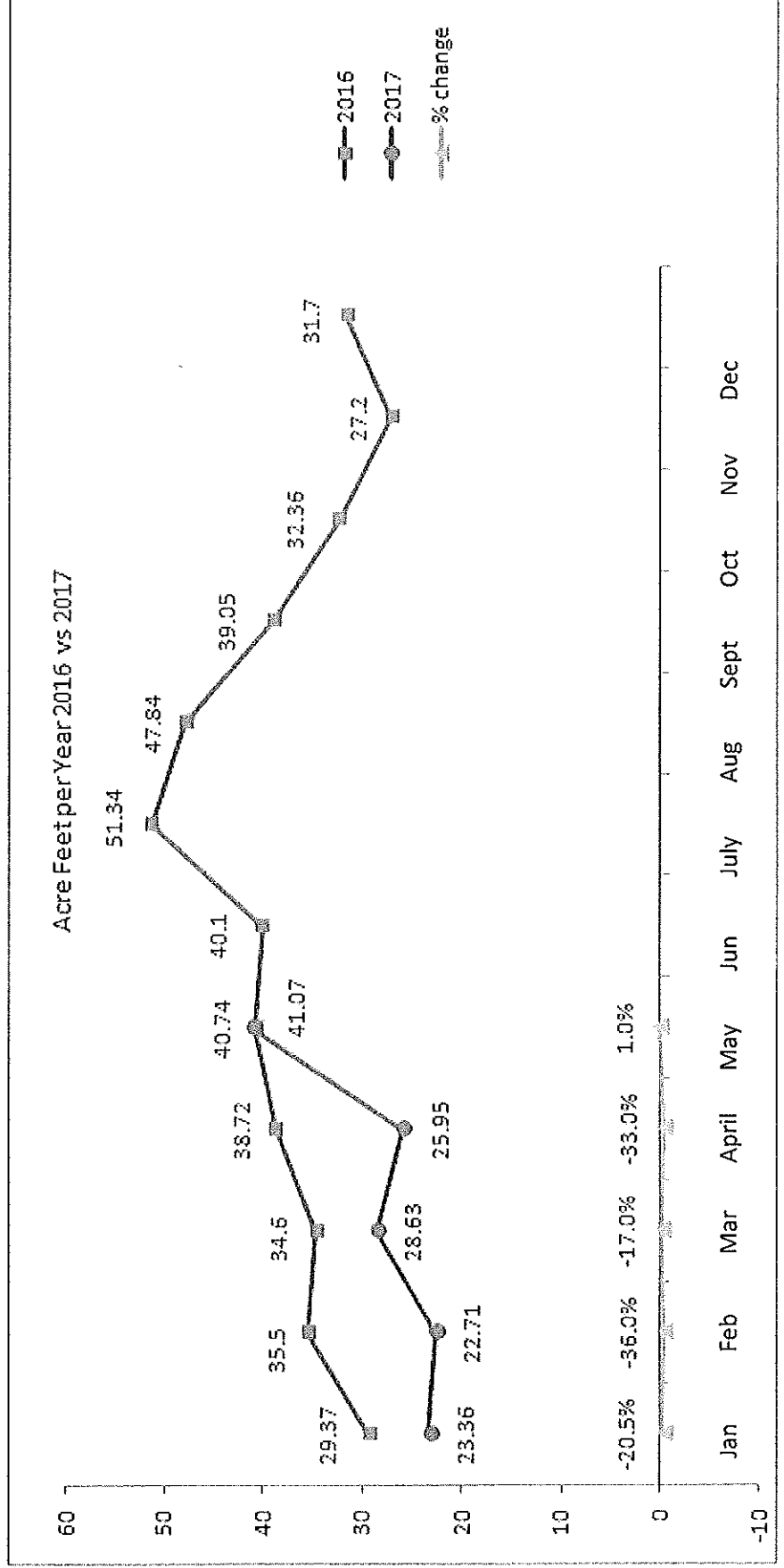
<b>WATER: MAINTENANCE &amp; REPAIRS</b>	<b>Quantity</b>
Emergency Turn Offs	1
Fire Hydrant Service / Flushing	0
Main or Service Line Repairs/Installation	1
Meter Installation (new or construction)	0
Fire Meter / Manifold Installations	0
Meters Replaced	2
Meter Trims/Box/ Covers	2
Meter Relocate (service lines)	0
USA Markings	12
Sampling / Residuals	3
Valve Maintenance/ Exercising Program	3
<b>WATER: CUSTOMER SERVICE</b>	
Door Hangers	52
Re-Reads	72
Meter Reads	1861
Pressure Checks/WaterQuality	0
Disconnect Non-Payment	1
Meter Reconnects/Open	13
Closed Accounts/Final reads	26
Check Meter for Leaks/Repair	10
<b>WASTEWATER: MAINTENANCE AND REPAIRS</b>	
Inspections/Cleaning	2
Preventive Maintenance	14
Repairs/Improvements	2
<b>RUBBISH RELATED TASKS</b>	
Barrel Removals	3
Trash P/U/ Miscellaneous	9
Deliver Trash/Recycle Barrels	1
<b>COMMUNITY SERVICE</b>	
Hand Deliveries	10
Public Notice Postings	10
Miscellaneous	2

	2016	2017	% change
AC/FT	AC/FT	AC/FT	% change
Jan	29.37	23.36	-20.5%
Feb	35.5	22.71	-36.0%
Mar	34.6	28.63	-17.0%
April	38.72	25.96	-33.0%
May	40.74	41.07	1.0%
Jun	40.1		
July	51.34		
Aug	47.84		
Sept	39.05		
Oct	32.36		
Nov	27.2		
Dec	31.7		
<b>Total</b>	<b>448.52</b>	<b>141.73</b>	

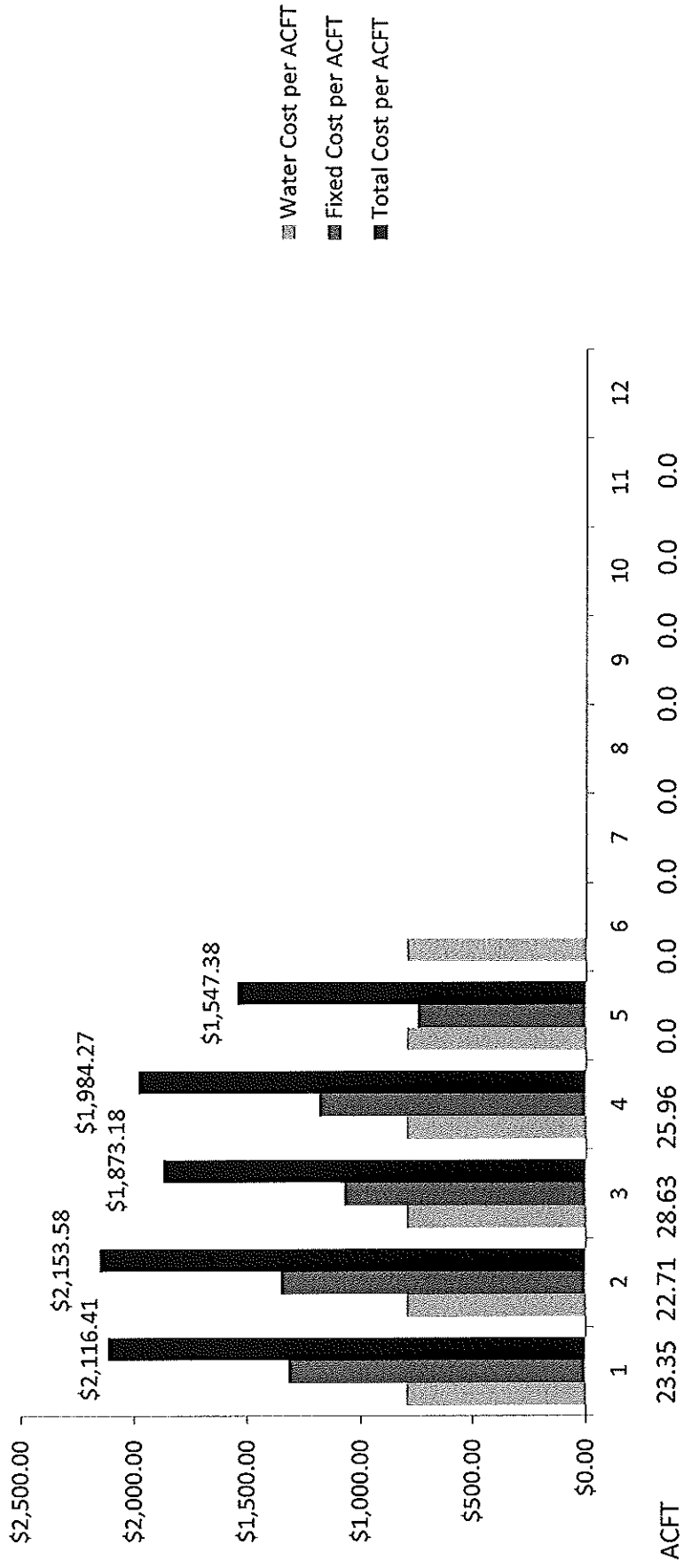
	2013	2017	% change
AC/FT	AC/FT	AC/FT	% change
Jan	41.17	23.36	-43%
Feb	37.45	22.71	-39%
Mar	43.70	28.63	-35%
April	41.59	25.96	-38%
May	46.07	41.07	-11%
Jun	51.28		
July	53.40		
Aug	51.35		
Sept	50.07		
Oct	45.31		
Nov	40.21		
Dec	41.39		
<b>total</b>	<b>542.97</b>	<b>141.73</b>	

	2017	2016	Difference
Gal/day/person	Gal/day/person	Gal/day/person	G/D/P
Jan	27.3	Jan 34.4	-7.1
Feb	26.6	Feb 41.6	-15
Mar	33.5	Mar 40.5	-7
April	33.6	April 45.3	-11.7
May	53.2	May 47.7	5.5
Jun		Jun 46.6	
July		July 60.1	
Aug		Aug 56.0	
Sept		Sept 45.8	
Oct		Oct 37.9	
Nov		Nov 31.9	
Dec		Dec 37.1	

New Meter



Monthly Water Costs per ACFT 2017



ACFT

23.35 22.71 28.63 25.96 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0

MINUTES OF THE  
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
REGULAR BOARD MEETING, May 23, 2017

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

Vice President Spiegel called the meeting to order at 7:00 PM and led everyone in attendance in the Pledge of Allegiance. In attendance, Director Brewer, Director Nast, General Manager, Jared Bouchard, General Counsel, John Mathews, and Office Manager, CJ Dillon.

President Koesterer and Director Marcus were absent.

**B. PUBLIC COMMENTS:**

Sandra McLaughlin asked the Board if their Organization, the Harbor/Beach Community Alliance could schedule a presentation for the Board addressing the Fisherman's Wharf proposed Apartment Complex. Several Members of the organization were in the audience. General Manager Bouchard said he would meet with the group to hear their presentation and determine a date for presentation to the Board.

Port Hueneme Mayor Pro Tem, Jim Hensley, apologized for the recent PHWA meeting cancelations and said the City is working to correct the issue.

**C. CONSENT CALENDAR:**

Vice President Spiegel moved to approve the Consent Calendar as presented. Director Nast seconded the motion. The motion passed unanimously.

Spiegel, Brewer and Nast 3 - Yes 0 - No

**D. ACTION CALENDAR**

1. Budget Workshop: Review 2017/18 Proposed Budget, Rates

The General Manager discussed the allocation of expenses for Community Service Funds and how they are dispersed throughout the budget. He said it may be time to evaluate those allocations.

After a short discussion, Vice President Spiegel moved to direct Staff to look at the allocation of expenses for Community Services and change those allocations as necessary. Director Brewer seconded the motion and the motion passed unanimously.

Spiegel, Brewer and Nast 3 - Yes 0 - No

2. **First Reading of Ordinance 87: 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**

Director Nast moved to perform the first reading of Ordinance 87, in title only. Second reading, a Public hearing and adoption noticed and scheduled for June 13, 2017. Director Brewer seconded the motion and the motion passed unanimously.

Spiegel, Brewer and Nast      3 - Yes      0 - No

**Vice President Spiegel performed the first reading of Ordinance 87 in title only: 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 ARTICLES VII-PUBLIC UTILITIES, CHAPTER 2-SEWER SERVICE OF THE CITY OF PORT HUENEME MUNICIPAL CODE**

**3. First Reading of Ordinance 88: 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**

Director Nast moved to perform the first reading of Ordinance 88 in title only. Second reading, a Public hearing and adoption noticed and scheduled for June 13, 2017. Director Brewer seconded the motion and the motion passed unanimously.

Spiegel, Brewer and Nast      3 - Yes      0 - No

**Vice President Spiegel performed the first reading of Ordinance 88 in title only: 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**

**4. Recruitment of District General Manager - The Board will discuss current recruitment efforts and consider dates for further interviews and selection related to appointed a new General Manager.**

There was a short discussion regarding ranking, appropriate questions for candidates and job requirements. There was no action taken on the item.

**E. INFORMATION CALENDAR:**

**1. Report from Board Member of any meeting or conference where compensation from the District for attendance was received.**

None

**F. BOARD MEMBER COMMENTS:**

Director Brewer announced the County Meeting regarding the decks on beach front homes will be July 13, 2017.

Vice President voiced her concern regarding a drone being used to look in resident's windows and it is located somewhere in the area of the District Office. Mr. Bouchard said the residents should notify the Sheriff's Department.

**G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:**

None

**H. CLOSED SESSION: None**

The Board Meeting adjourned at 8:02 PM.

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Ellen Spiegel, Vice President

MINUTES OF THE  
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
SPECIAL BOARD MEETING, June 6, 2017

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

President Koesterer called the meeting to order at 1:00 PM and led everyone in attendance in the Pledge of Allegiance. In attendance, Vice President Spiegel, Director Marcus, Director Brewer, Director Nast, General Manager, Jared Bouchard, General Counsel, John Mathews, and Office Manager, CJ Dillon.

**B. PUBLIC COMMENTS:**

Steve Hickox, City of Port Hueneme Water Operations Manager, told the Board that he is available to help with any questions during the General Manager transition period.

**C. CONSENT CALENDAR:**

The Board agreed to take the Closed Session Item first.

Director Brewer moved to approve the Consent Calendar with the change in order, taking the Closed Session Item first. Director Spiegel seconded the motion and the motion passed unanimously.

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

**D. ACTION CALENDAR**

**1. Recruitment of District General Manager-The Board will discuss interview questions and the process for interviews.**

**2:00 PM Director Brewer left the meeting**

Director Marcus moved to create the interview committee of all 5 Board members and include the General Manager and Office Manager. Vice President Spiegel seconded the motion and the motion passed unanimously.

Koesterer, Marcus, Spiegel and Nast 4 - Yes 0 - No

The Board and Staff had a lengthy discussion and sorted through over 30 possible questions. The Directors decided on 14 questions and delegated specific Directors and Staff to ask them. After all candidates are interviewed the committee will discuss the pros and cons of each candidate.

Director Marcus moved that the Board adopt the following questions as written and amended by Jared and CJ. Vice President Spiegel seconded the motion and the motion passed unanimously.

Koesterer, Marcus, Spiegel and Nast 4 - Yes 0 - No

**E. INFORMATION CALENDAR:**



**1. Report from Board Member of any meeting or conference where compensation from the District for attendance was received.**

None

**F. BOARD MEMBER COMMENTS:**

**G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:**

General Counsel, John Mathews, reminded everyone that applications viewed and discussed in Closed Session is to be protected.

**H. CLOSED SESSION: EMPLOYMENT MATTER. The Board will hold a closed session pursuant to California Government Code Section 54957 (b)(1) to discuss the possible employment of a replacement for the District's General Manager position.**

**1:10 PM-General Counsel, John Mathews, announced that the Board was going into Closed Session pursuant to California Government Code Section 54957 (b)(1) to discuss the possible employment of a replacement for the District's General Manager position.**

**1:55 PM-General Counsel, John Mathews, announced that the Board met in Closed Session to discuss applicants for the employment of General Manager position and there was no other specific action.**

**2:00 PM Director Brewer left the meeting**

The Board Meeting adjourned at 3:00 PM.

---

Susie Koesterer, President

MINUTES OF THE  
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
SPECIAL BOARD MEETING, June 7, 2017

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

President Koesterer called the meeting to order at 10:00 AM and led everyone in attendance in the Pledge of Allegiance. In attendance, Vice President Spiegel, Director Marcus, Director Brewer, Director Nast, General Manager, Jared Bouchard, General Counsel, John Mathews, and Office Manager, CJ Dillon.

**B. PUBLIC COMMENTS:** None

**C. CONSENT CALENDAR:**

Director Brewer moved to approve the Consent Calendar as presented. Director Marcus seconded the motion and the motion passed unanimously.

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

**D. CLOSED SESSION-EMPLOYMENT MATTER.** The Board will hold a closed session pursuant to California Government Code Section 54957 (b)(1) to discuss the possible employment of a replacement for the District's General Manager position.

**10:05 AM - General Counsel, John Mathews, announced the Board was going into Closed Session pursuant to California Government Code Section 54957 (b)(1) to discuss the possible employment of a replacement for the District's General Manager position.**

**3:00 PM - General Counsel, John Mathews, announced the Board concluded the Closed Session Item.**

**Upon motion made and duly seconded, the Board directed the General Manager and General Counsel to negotiate a contract with a General Manager Applicant in the salary range provided by the Board.**

**E. ACTION CALENDAR:**

1. **Recruitment of District General Manager - The Board will consider the appointment of a new General Manager No action was taken on this item.**

**F. INFORMATION CALENDAR:** None

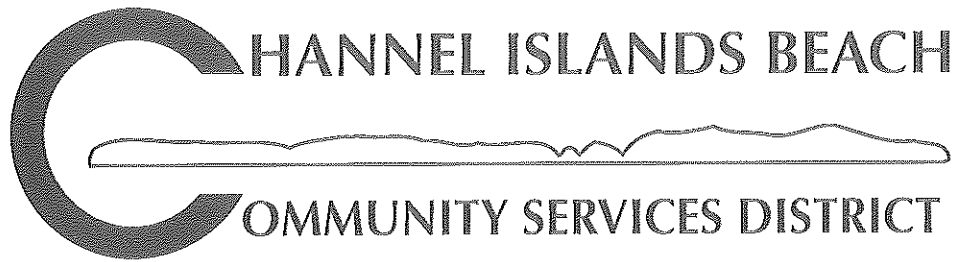
**G. BOARD MEMBER COMMENTS:** None

**H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:** None

The Board Meeting adjourned at 3:05 PM.

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Susie Koesterer, President



Board of Directors:

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

JARED BOUCHARD  
General Manager

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## **Regular Board Meeting, June 13, 2017**

**To: Board of Directors**

**From: Office Manager**

**Subject:** Review and compare 2008 RFP audit responses with current Auditor's Proposal. Consider directing Staff to approve Teaman, Ramirez and Smith, Inc. Proposal or bring a new RFP to the next Board Meeting.

### **Agenda Item D-3**

Teaman, Ramirez & Smith, Inc. is our current auditor. Two of the three firms we contacted in 2008 are still auditing. Ms. McCleery has closed her practice. Auditors willing to do Special District audits are dwindling as the reporting requirements for these District's increase.

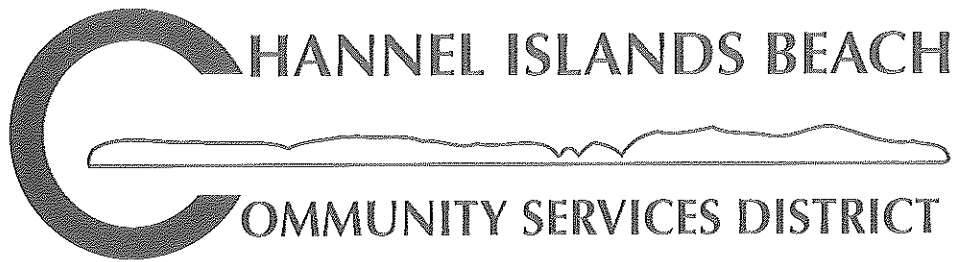
Teaman, Ramirez & Smith, Inc.  
Bartlett, Pringle & Wolf, LLP  
Charles Z. Fedak & Company

Discussion: Should the District request a new RFP knowing what the prices quoted were in 2008? In 2014, all auditing firms are required to rotate audit partners every six years. The District is currently assigned to Mr. Teaman. The District would receive a new partner in 2020. Through the years the District has had 4 different field leads and rotates the internal control auditor every two years. This ensures a fresh look at the District's financials. We are alerted to requirements and educated every visit.

The District's financials are also reconciled and reviewed by the District CPA before they go to the auditor. Staff currently works with Xilomen Lopez and Raj Acharya, CPA of Soares, Sandall, Bernacchi & Petrovich LLP.

The proposal is for five years, 2018-2022, in order to hold costs down and to guarantee and auditor for the District if more firms decide to leave Special Districts.

**Recommendation:** Approve a new five year agreement with Teaman, Ramirez & Smith, Inc.



Board of Directors:

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

JARED BOUCHARD  
General Manager

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## REQUEST FOR PROPOSAL FINANCIAL AUDIT SERVICES

The Channel Islands Beach Community Services District (CIBCSD) is seeking the services of Certified Public Accountants with expertise in government auditing. The proposed work will require the auditor to issue an opinion on the CIBCSD financial statements.

### **Description of the District**

The Channel Islands Beach Community Services District was organized in December 1982 under California Government Code Section 61000 as an independent Special district. The CIBCSD was formed to serve the residents and commercial businesses with water, sewer and trash services within the boundaries of Hollywood Beach, Hollywood-by-the-Sea and Silver Strand Beach in Ventura County, California. The District also provides water service to the Channel Islands Harbor, Oxnard, California. The population of the area is approximately 10,000 people.

### **Objectives and Scope of Work**

The services include financial audit and compliance with laws and agreements that control District operations. The audit will cover the operations of the district for a five-year period beginning from July 1, 2017 to June 30, 2018, then FY 19, 20, 21, & 22.

The selected qualified auditing firm will assist the District in applying generally accepted accounting principles to its financial statements. And, secondly, the qualified firm will provide assurance that the audits are completed in accordance with generally accepted government auditing standards, as adopted by the American Institute of Certified Public Accountants (AICPA).

Prior to beginning any work, the auditor will review the audit approach and any special audit requirements with the CIBCSD accounting staff, identifying the records and other supporting documents to be audited, preparing an assignment of responsibility and tentative timetable for work to be done. The CIBCSD will prepare financial statements, lead schedules, worksheets and reconciliations.

The auditor will provide a management letter which includes a statement of audit findings and recommendations effecting the financial statements, internal controls, accounting systems and instances of noncompliance.

The CIBCSD audit is to be completed in a timely fashion and the audit report is to be submitted within twenty-five (25) days after the completion of all fieldwork. The completed audit reports, auditors' opinions and the accompanying CIBCSD financial statements are to be presented to the Board of Directors on the closest Regular Board Meeting.

### **Qualifications**

If your firm is interested in obtaining the CIBCSD audit agreement, please prepare a letter of Proposal which Identifies, discusses and comments on your firm's general qualifications in the following areas:

1. Current government auditing assignments in Southern California. Give length of engagement and scope of work currently being performed.
2. Identify government audit experience of partners, manager and other key members of the firm who will be assigned to the audit. Indicate the level of automation used by the firm and the field audit team.
3. Level of expertise in dealing with full financial disclosure particularly with respect to the Government Accounting Standards Board.
4. Describe the audit firm's review process, type of review and the time frame from fieldwork to issuance of audit reports. Also indicate which PEER review program your firm is a member of and date of your last review.

### **Selection Criteria**

The General Manager, Office Manager, District's contract CPA firm and the District's Finance Committee will evaluate the proposals submitted. Evaluation of the proposals by the District staff will include but is not limited to the following:

- Demonstrated understanding of the engagement.
- Acceptability of audit approach and fit of firm style and objectives.
- Qualifications of firm in local government auditing, especially Special Districts and single audit engagements.
- Qualifications, availability and compatibility of assigned individuals, including local government audit experience.
- Overall level of effort and fees.

The firm's submitting the proposal which best meet the criteria may be required to meet with District representatives and discuss its proposal in detail. Firm's are encouraged to include relevant information, which may be useful in their evaluation.

**Selection Process and award of Contract**

The General Manager will recommend to the Board of Directors the firm to be selected as the District's independent auditor. After Board of Director approval, a contract will be executed.

In order to participate in the proposal process, it will be necessary to adhere to the following schedule.

- 8/16/2017      Final Date for submitting proposal by 5:00 PM.  
Note: Please call me to arrange time for pre-bidding records review if needed.
- 8/22/2017      District completes review of proposal and selects top candidates.
- 8/27/2017      Staff recommends to Board of Directors for authorization to award the audit contract.
- 8/28/2017      Notification of successful auditor for 2018 through 2022.

The proposal must be sealed in an envelope marked "CIBCSD Audit Proposal" and received prior to 5 PM on August 16, 2017.

Jared Bouchard, General Manager  
Channel Islands Beach Community Services District  
353 Santa Monica Drive  
Channel Islands Beach, CA 93035-4473

May 19, 2017

Jared Bouchard, General Manager  
Channel Islands Beach Community Services District  
353 Santa Monica Drive  
Oxnard, California 93035-8598

Dear Jared:

Pursuant to your request, we are pleased to submit this proposal to perform the audit of the Channel Islands Beach Community Services District financial statements for the years ending June 30, 2018 to June 30, 2022. This proposal was made, based on our conversations with you recently, with the understanding that the District wishes to comply with Generally Accepted Accounting Principles (GAAP).

We propose the following fees:

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
Audit	\$ <u>16,500</u>	\$ <u>16,500</u>	\$ <u>17,000</u>	\$ <u>17,000</u>	\$ <u>17,500</u>
Total Fees	\$ <u>16,500</u>	\$ <u>16,500</u>	\$ <u>17,000</u>	\$ <u>17,000</u>	\$ <u>17,500</u>

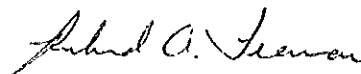
This takes into consideration experience gained over the years working with the District's staff and refinements to the District's accounting system. The above fees also takes into consideration the scope of the engagement at this time, while recognizing your needs may change through time. Should your needs change during any of the time referred to above, we would be happy to discuss how we might help.

The aforementioned fees do not include a Single Audit required by federal funding. If the District reaches the expenditure of federal funds threshold (\$750,000 of federally funded expenditures) requiring a Single Audit for a particular year, there will be an additional fee of \$3,800 for that year.

We can appreciate your concern over any costs incurred by the District and would be happy to talk to you personally and explain in more detail our position regarding this matter.

Sincerely,

Teaman, Ramirez & Smith, Inc.



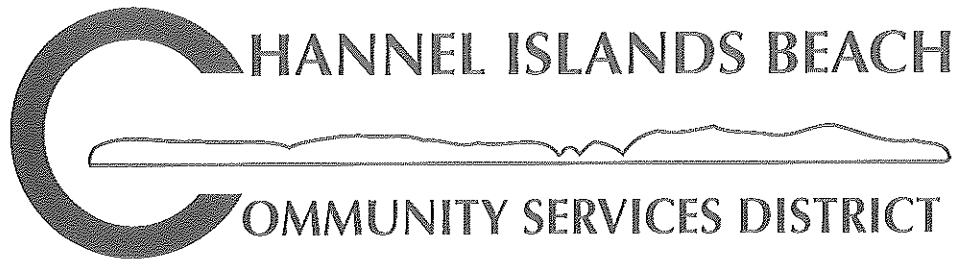
Richard A. Teaman  
Certified Public Accountant



### CIBCSD Audit RFP Comparison 07/08

Auditors	Fees for 07/08	Fees for 08/09	Fees for 09/10	Fees for 10/11	Fees for 11/12
Teaman, Ramirez & Smith, Inc.	\$12,500.00	\$12,500.00	\$13,000.00	\$13,000.00	\$13,500.00
Charles Z. Fedak & Company	\$19,000.00	\$19,800.00	\$20,600.00	No Proposal *	No Proposal *
Bartlett, Pringle & Wolf, LLP	\$18,000.00	\$18,500.00	\$19,000.00	\$19,500.00	\$20,000.00
Kathy S. McCleery, CPA (Range of fees, depending on work and time)	\$13,435.00 \$15,865.00	\$14,443.00 \$17,055.00	\$15,526.00 \$18,335.00	\$16,691.00 \$19,706.00	\$17,943.00 \$21,184.00

\* When contacted Charles Z. Fedak said they would ask for a three year contract with additional year contracts done separately.



Board of Directors:

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

JARED BOUCHARD  
General Manager

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## Regular Board Meeting, June 13, 2017

**To: Board of Directors**

**From: General Manager**

**Subject:** Combined Staff Report Ordinance 87 , Ordinance 88 and 2017/18 Proposed Budget and Rates.

### Agenda Item E-1 , E2, E3

**E1- (1)Public Hearing on Water rates pursuant to Proposition 218 (California Constitution, article XIID). Ordinance 87: 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** The Board will conduct a Public Hearing and consider rate increases to Water & Wastewater Service Charges to be held at 11:00 AM.

**E2- Public Hearing on Solid Waste Service Rates pursuant to Proposition 218 (California Constitution, article XIID). Ordinance 88: 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**

### E3- Public Hearing and Adoption of District Fiscal Year 2017/18 Budget

Attached for Board review are copies of the proposed budget, Ordinance 87 and Ordinance 88 District expenditures for fiscal year 2017/18 are allocated by enterprise (*water, sewer and trash*) within the budget. Each utility is allocated its proportional share of general maintenance expenses, salaries and benefits and administrative expenses, detailed in line items 44 through 93. Direct costs associated with each enterprise are detailed within the respective utilities operating expenses line items.

The budgeted expenses, revenues and rates in the water and wastewater enterprises are commensurate with the revenues, expenditures and rates detailed in the Rate and Cost of Service Study that was first presented to the Board in March 2016 and adopted by the Board on August 09, 2016. The Solid Waste Enterprise revenues, expenditures and rates were not part of the rate

study in large part due the fact this a contracted service and the contract service fees dictate the need for revenue and rate adjustments.

The necessary adjustments are summarized below and detailed in the attached charts and budget.

**Solid Waste** – 2.5% increase to residential solid waste services. Monthly base service rate will increase from \$28.93 to \$29.65 or \$.72 /month

Solid Waste service fee increases are necessary in part, to fund a 1.78% increase in fees paid to Harrison Industries. Additionally the fee increase is designed to ensure long term rate stability by continuing to subsidize the rates with the Board established rate stabilization fund. If the district were to not increase by the additional .72% over and above the passed through 1.78% increase to Harrison, the rate stabilization would be dissolved at an accelerated pace. In the current Fiscal Year 2016/17 we anticipate using \$14,816 .This year FY 17/18 we are proposing to use \$4,674 of the rate stabilization fund. This will leave the rate stabilization fund with a balance of approximately \$264,750

**Waste Water-** The budget and rates as proposed will result in 6% increase in waste water revenues.

Increased Waste Water revenues and service fees are required in order to continue to fund capital replacement set asides and plan for increases in service rates from the City of Oxnard to the District for waste water treatment, capital reinvestment and conveyance.

The below chart shows a detailed breakdown of the proposed new rate and how customers will be impacted those increases. If approved the 6% increase will result in a \$2.88 increase in monthly waste water fees to customers.

**Proposed Sewer Fixed Rates**

	<b>July 15,2016</b>	<b>July 15,2017</b>	<b>July 15,2018</b>	<b>July 15,2019</b>	<b>July 15,2020</b>
Single Family Residential	\$22.17	\$23.50	24.91	26.40	\$27.99
Multi-family Residential	\$17.73	\$18.79	19.92	21.12	\$22.38
Sewer Service Only (MH and Condos)	\$17.73	\$18.79	19.92	21.12	\$22.38
School	\$130.99	\$138.85	147.18	156.01	\$165.37
Commercial I - Low (office, store)	\$20.86	\$22.11	23.44	24.84	\$26.34
Commercial III - High (Restaurant)	\$52.59	\$55.75	59.09	62.64	\$66.39

**Proposed Sewer Variable Rate Increases**

	July 15,2016	July 15,2017	July 15,2018	July 15,2019	July 15,2020
Single Family Residential	\$5.23	\$5.54	\$5.88	\$6.23	\$6.60
Multi-family Residential	\$5.23	\$5.54	\$5.88	\$6.23	\$6.60
Sewer Service Only (MH and Condos)	\$5.23	\$5.54	\$5.88	\$6.23	\$6.60
School	\$4.99	\$5.29	\$5.61	\$5.94	\$6.30
Commercial I -Low (office, store)	\$5.05	\$5.35	\$5.67	\$6.01	\$6.38
Commercial III -High (Restaurant)	\$6.27	\$6.65	\$7.04	\$7.47	\$7.92

**Water** – The water enterprise rates, revenues and expenses are predicated on a 8% revenue increase.

The need for the revenue 8% revenue adjustment is necessitated by increased cost of water purchased through the PHWA, reduced sales, capital replacement funding, reserve funding and appropriate set asides for potential new water supply projects and aquifer replenishment charges. If approved the average customer in the District will see a \$3.92 increase in monthly water charges.

The proposed fixed and variable rates are shown below:

#### Non Harbor Fixed Meter Rates

Non-Harbor Meter Size	Current	July 15,2016	July 15,2017	July 15,2018	July 15,2019	July 15,2020
3/4"	\$29.56	\$32.11	\$34.68	\$36.41	\$37.51	\$38.63
1"	\$58.66	\$50.54	\$54.58	\$57.31	\$59.03	\$60.80
1 1/2"	\$98.66	\$96.61	\$104.34	\$109.56	\$112.84	\$116.23
2"	\$161.87	\$151.90	\$164.05	\$172.25	\$177.42	\$182.74
3"	\$360.74	\$326.98	\$353.14	\$370.80	\$381.92	\$393.38
4"	\$721.48	\$584.99	\$631.79	\$663.38	\$683.28	\$703.78

#### Harbor Fixed Meter Rates

Harbor	Current	July 15,2016	July 15,2017	July 15,2018	July 15,2019	July 15,2020
<b>Meter Size</b>						
3/4"	\$29.56	\$44.21	\$47.75	\$50.13	\$51.64	\$53.19
1"	\$58.66	\$70.71	\$76.37	\$80.18	\$82.59	\$85.07
1 1/2"	\$98.66	\$136.96	\$147.91	\$155.31	\$159.97	\$164.77
2"	\$161.87	\$216.46	\$233.77	\$245.46	\$252.83	\$260.41
3"	\$360.74	\$468.20	\$505.66	\$530.94	\$546.87	\$563.28
4"	\$721.48	\$839.20	\$906.33	\$951.65	\$980.20	\$1,009.60

	Current	New HCF	July 15,2016	July 15,2017	July 15,2018	July 15,2019	July 15,2020
<b>Single Family Residential</b>							
Tier 1	0-5 HCF \$2.40	0-5 HCF	\$3.34	\$3.61	\$3.79	\$3.90	\$4.02
Tier 2	6-12 HCF \$3.44	6-8 HCF	\$3.87	\$4.18	\$4.39	\$4.52	\$4.66
Tier 3	13+ HCF \$4.44	9+ HCF	\$5.38	\$5.81	\$6.10	\$6.28	\$6.47
<b>Multi-family Residential per each dwelling unit</b>							
Tier 1	0-5 HCF \$2.40	0-4 HCF	\$3.34	\$3.61	\$3.79	\$3.90	\$4.02
Tier 2	6-12 HCF \$3.44	5-6 HCF	\$3.87	\$4.18	\$4.39	\$4.52	\$4.66
Tier 3	13+ HCF \$4.44	7+ HCF	\$5.38	\$5.81	\$6.10	\$6.28	\$6.47
Commercial	Per HCF \$4.11		\$3.76	\$4.06	\$4.26	\$4.39	\$4.52
Commercial Harbor	Per HCF \$4.11		\$4.39	\$4.74	\$4.98	\$5.13	\$5.28
Harbor Irrigation	Per HCF \$4.11		\$4.39	\$4.74	\$4.98	\$5.13	\$5.28

Below is a break down of charges for an average single family home and the associated water and sewer charges with the proposed increases. In total the rate increases would result in an additional \$7.52 to the monthly water sewer and trash bill of an average customer within the District.

### Water Service

#### Base Monthly Water Service Charge

Base Monthly Charge for a 3/4" Meter	\$34.68
Base Monthly Charge for a 3/4" No Fire Line Meter	\$0.00

#### Metered Consumption Charges

Tier 1 Metered Consumption Charges - 5 hcf at \$3.61 per hcf	\$18.05
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Tier 2 Metered Consumption Charges - 0 hcf at \$4.18 per hcf	\$0.00
Tier 3 Metered Consumption Charges - 0 hcf at \$5.82 per hcf	\$0.00
<hr/>	
Total Metered Consumption Charges	\$18.05
<b>Total Water Service Charges</b>	<b>\$52.73</b>

### **Sewer Service**

#### *Monthly Base Charges*

Monthly Base Charge for Single Family Residential	\$23.51
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#### *Variable Charges*

Total Water Used	5 hcf
SFR Return to Sewer Factor	93.0%
<hr/>	
Sewage collected and treated (hcf)	4.65

Variable Sewer Charges - 4.65 hcf at \$5.55 per hcf	\$25.81
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<b>Total Sewer Service Charges</b>	<b>\$49.32</b>
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For demonstration purposes the following is a breakdown of per gallon of water or waste water cost for an average user in the District.

#### **Water Cost Per Gallon of Water Delivered**

5 HCF's = 748 gallons (1 HCF) x 5 = **3740** gallons of water used for the month  
 \$3.61 per HCF = \$3.61 x 5 = **\$18.05** per month in water usage charges  
 Fixed meter fee = **\$34.68** per month

$(\$34.68 + \$18.05) / 3740 \text{ gallons} = \underline{\underline{\$ .014 \text{ per gallon of water or } \$ .004 \text{ if only divided by usage charges of } \$18.05}}$

#### **Sewer Cost per gallon of Waste Water Collected, Conveyed and Treated**

5 HCF's = 748 gallons (1 HCF) x 5 = **3740** gallons of water used for the month  
 3740 X 93 % RTS = **3478.2 or 4.65 HCF's** gallons of sewage collected and treated  
 \$5.55 per HCF = \$5.55 x 4.65 HCF's = **\$25.81** per month in sewer usage charges  
 Fixed meter fee = **\$23.51** per month

$(\$23.51 + \$25.81) / 3478.2 \text{ gallons} = \underline{\underline{\$ .014 \text{ per gallon of sewage or } \$ .007 \text{ if only divided by usage charges of } \$25.81}}$

**Recommendation:** Review the proposed budget and make modifications as appropriate

**ORDINANCE NO. 87**

**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: “**CIBCS D 2017/2018 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 waste water rates and charges in order to balance revenue projections with expenditure requirements found in the adopted Fiscal Year 2017-18 Budget and to establish sufficient rules and regulations related to wastewater (sewer) service to: (1) prevent the introduction 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 85**

Ordinance No. 85 regarding the above-referenced fees and charges now in effect is hereby repealed in its entirety.

**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, 2017:

- (a) Non-Harbor Customers
  - (i) ¾" meter: **\$34.68/month**
  - (ii) 1" meter: **\$54.58/month**
  - (iii) 1½" meter: **\$104.34/month**
  - (iv) 2" meter: **\$164.05/month**
  - (v) 3" meter: **\$353.14/month**
  - (vi) 4" meter: **\$631.79/month**
- (b) Harbor Customers
  - (i) ¾" meter: **\$47.75/month**
  - (ii) 1" meter: **\$76.37/month**
  - (iii) 1½" meter: **\$147.91/month**
  - (iv) 2" meter: **\$233.77/month**
  - (v) 3" meter: **\$505.66/month**
  - (vi) 4" meter: **\$906.33/month**
- (c) Fire Hydrant Construction Meter: **\$54.00/month**. A minimum charge of \$54.00 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) ¾" connection: **\$5.90/month**
- (b) 1" connection: **\$8.90/month**

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

- (a) Non Harbor Single-Family Residential Customers
  - (i) Tier 1: **\$3.61/HCF** for first **0-5 HCF** consumed each month
  - (ii) Tier 2: **\$4.18/HCF** for water consumed between **6-8 HCF** each month

- (iii) Tier 3: **\$5.81/HCF** for water consumed above **8 HCF** each month
- (b) Non Harbor Multi-Family Residential Customers
  - (i) Tier 1: **\$3.61** per HCF for first **0-4 HCF** consumed each month
  - (ii) Tier 2: **\$4.18** per HCF for water consumed between **5-6 HCF** each month
  - (iii) Tier 3: **\$5.81** per HCF for water consumed above **7 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: \$4.06 per HCF.
- (b) Harbor: \$4.74 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: **\$5.79/month**
- (b) 2" connection: **\$10.81/month**
- (c) 3" connection: **\$22.23/month**
- (d) 4" connection: **\$41.91/month**
- (e) 6" connection: **\$112.57/month**
- (f) 8" connection: **\$234.44/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% 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) ¾" connection: **\$6,064.00** (based on equivalency factor: 1)
  - (ii) 1" connection: **\$12,128.00** (based on equivalency factor: 2)
  - (iii) 1 ½" 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) ¾" 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 five 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 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. 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 4.7 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 for 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 a enterprise where it can be reasonably expected that the strength of sewerage generated and discharged will be generally low in total suspend 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, 2017:

- (a) Monthly Base Rates (based on type of connection):
  - (i) Single Family Residential: **\$23.50** per month per connection
  - (ii) Multi Family Residential: **\$18.79** per month per ERU behind connection
  - (iii) Sewer Service Only: **\$18.79** per month per ERU behind connection
  - (iv) School: **\$138.85** per month per connection

- (v) Commercial I – Low: \$22.11 per month per connection
- (vi) Commercial III – High: \$55.75 per month per connection
- (b) Variable Rates (based on metered water consumption and listed RTS):
  - (i) Single-Family Residential: \$5.54 per HCF per month; calculated at 93% RTS
  - (ii) Multi-Family Residential: \$5.54 per HCF per month for each metered connection; calculated at 94% RTS
  - (iii) Sewer Service Only: \$5.54 per HCF per month for each metered connection; calculated at 94% RTS
  - (iv) School: \$5.29 per HCF per month for each metered connection; calculated at 100% RTS
  - (v) Commercial I – Low: \$5.35 per HCF per month for each metered connection; calculated at 100% RTS
  - (vi) Commercial III – High: \$6.65 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 five 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.
- (c) **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.
- (d) **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, 2017.**

**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 **this day of June, 2017**, by the following vote:

**AYES:** Directors:

**NOES:** Directors:

**ABSENT:** Directors:

\_\_\_\_\_  
**SUSISE KOESTERER, BOARD PRESIDENT**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**JARED BOUCHARD, SECRETARY**  
BOARD OF DIRECTORS

\_\_\_\_\_  
**JOHN MATHEWS**  
GENERAL COUNSEL

**ORDINANCE NO.88**

**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 of these 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 a 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 2017/18 Annual Budget during their June 13, 2017 Meeting, concluding in the adoption of the Fiscal Year 2017-18 Annual Budget during the June 13, 2017 Meeting; and

**WHEREAS**, the adoption of a Final Fiscal Year 2017-18 Annual Budget for the District requires periodic adjustments to existing water, wastewater and/or trash utility rates and fees in order 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 61600 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. Additionally exempted 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;**

With 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 in excess of 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 particular 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 particular 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 so as 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 so as 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 so as 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 in the course of 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 effect 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 amid 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 amid Contractor.

H. "Special Service" Collections.

A. Contractor shall provide special service collection for those discarded appliances and furniture items whose size, bulk, volume amid/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

B. Contractor agrees to provide special services as defined in the Agreement for Service between CIBCS 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 particular 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' advance notice. Contractor shall at its own expense, by written notice with postage prepaid amid 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 amid powers of District with regard to 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 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, amid 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) amid 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 expense s 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, 2017 at 12:01a.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:	\$29.65/container/mo.
1/Week Walk-In Service:	\$47.18/container/mo.
2/Week Walk in Service	\$94.36/container/mo
Additional Empties (Barrels)	\$10.41/container
1/Week Pick-Up Comm. 96 Gal	\$40.12/container/mo.

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

1/Week Pick-Up Bin Service:	\$165.46/bin/mo.
2/Week Pick-Up Bin Service:	\$255.06/bin/mo.
3/Week Pick-Up Bin Service:	\$327.80/bin/mo
1 time additional empty	\$68.03/bin/empty
Comm. 1 ½ YD 1/wk	\$108.26
Comm. 1 ½ YD 2/wk	\$179.72
Locks for Comm. Bins	\$2.68

(3) Additional Barrels:  
64 gallon Solid Waste \$15.34/container/mo.



	64 or 96 gallon Recycle	\$2.79/container/mo
	Additional Trash Walk In	\$23.26/Container/mo
	Additional Recycle Walk In	\$6.86/Container/Mo
(4)	Temporary 3 cubic-yard bin (delivery, initial load and removal included)	\$99.81/bin
	Additional Dumps (each empty)	\$99.81/bin
	Daily Rental Fee	\$2.42/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 late payment of a billing statement, an owner or occupant shall be assessed a late 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 of 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. 86 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.**

In the event that 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 13<sup>th</sup> day of June 2017 by following vote of the Board of Directors:

Ayes:

Nays:

Absent:

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Susie Koesterer, President  
Board of Directors

Attest:

Approved As To Form:

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Jared Bouchard, General Manager

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John Mathews, District Counsel

	A	B	C	D	F	G	J	K	L	M	N	O	P	Q	R
	CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT														
	Proposed Budget V-2 - Fiscal Year Ending June 30, 2018														
		Account	16/17 Budget	YTD Actual & Projected 06/17	17/18 Proposed Budget	G/L	Water	%	Waste Water	%	Solid Waste Disposal	%	Community Service	%	Total
1	<b>OPERATING REVENUES</b>														
10	11	3110	1,779,000	1,735,269	1,879,000		1,879,000	100%	0	0	0	0	0	0	1,879,000
11	12	3120	2,019,200	1,721,492	2,067,000		0	0	2,067,000	100%	0	0	0	0	2,067,000
12	13	3130	684,300	691,061	690,000		0	0	0	0	690,000	100%	0	0	690,000
13	14		4,482,500	4,147,822	4,656,000		1,879,000		2,067,000		690,000		0	0	4,636,000
14	15														
15	16														
16	17														
17	18														
18	19														
19	20		826,000	517,717	724,000		724,000	100%	0	0	0	0	0	0	724,000
20	21	4215	16,000	15,000	16,400		16,400	100%	0	0	0	0	0	0	16,400
21	22	4220	12,000	11,000	12,240		12,240	100%	0	0	0	0	0	0	12,240
22	23	4225	1,600	1,600	1,650		1,650	100%	0	0	0	0	0	0	1,650
23	24	4230	1,700	1,681	1,700		1,700	100%	0	0	0	0	0	0	1,700
24	25	4235	100,000	100,000	103,000		103,000	100%	0	0	0	0	0	0	103,000
25	26	4240	0	0	128,469		128,469	100%	0	0	0	0	0	0	128,469
26	27	4245	0	0	0		0	0	0	0	0	0	0	0	0
27	28		957,300	646,998	987,459		987,459		0	0	0	0	0	0	987,459
28	29														
29	30														
30	31	4260	668,100	607,718	823,000		0	0	823,000	100%	0	0	0	0	823,000
31	32	4265	121,000	121,000	121,000		0	0	121,000	100%	0	0	0	0	121,000
32	33	4270	19,000	19,000	20,000		0	0	20,000	100%	0	0	0	0	20,000
33	34	4275	21,000	17,000	18,000		0	0	18,000	100%	0	0	0	0	18,000
34	35	4280	0	0	435,597		0	0	435,597	100%	0	0	0	0	435,597
35	36		829,100	764,718	1,417,597		0	0	1,417,597		0	0	0	0	1,417,597
36	37														
37	38														
38	39	4285	493,000	488,598	492,000		0	0	0	0	492,000	100%	0	0	492,000
39	40		493,000	488,598	492,000		0	0	0	0	492,000	100%	0	0	492,000
40	41														
41	42														
42	43	4310	15,000	11,000	15,000		6,450	43%	6,150	41%	2,100	14%	300	2%	15,000
43	44	4320	6,000	6,000	6,120		2,632	43%	2,509	41%	857	14%	122	2%	6,120
44	45	4330	860	860	900		297	33%	297	33%	288	32%	18	2%	900
45	46	4340	18,500	16,000	18,500		6,105	33%	6,105	33%	5,920	32%	370	2%	18,500
46	47	4350	1,500	1,500	1,500		495	33%	495	33%	495	33%	30	2%	1,515
47	48	4360	1,900	1,847	1,900		0	0%	0	0%	0	0%	1,900	100%	1,900
48	49	4370	4,000	4,000	4,000		1,720	43%	1,640	41%	560	14%	80	2%	4,000
49	50	4380	1,500	1,500	1,500		0	0%	0	0%	0	0%	1,500	100%	1,500
50	51		49,260	41,207	49,420		17,699	0%	17,196	0%	10,220	0%	4,320	0%	49,435

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	
1	CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT																		
2	Proposed Budget V-2 - Fiscal Year Ending June 30, 2018																		
3																			
4																			
5				YTD Actual & Projected 06/17	17/18 Proposed Budget														
6		G/L	16/17 Budget																
7		Account							Water	%	Waste Water	%	Solid Waste Disposal	%	Community Service	%	Total		
52																			
53		<b>Salaries &amp; Benefits</b>																	
54		Regular Salaries	4400	555,000	583,000			227,370	39%		233,200	40%	110,770	19%	11,660	2%	583,000		
55		Payroll Taxes	4500	16,100	15,400			6,630	39%		6,800	40%	3,230	19%	340	2%	17,000		
56		Group Insurance	4525	119,000	116,937			46,410	39%		47,600	40%	22,810	19%	2,380	2%	119,000		
57		Retirement Benefits	4550	55,500	58,300			22,737	39%		23,320	40%	11,077	19%	1,166	2%	58,300		
58		Uniforms	4575	2,600	2,600			1,118	43%		1,066	41%	364	14%	52	2%	2,600		
59		Worker's comp Insurance	4600	16,000	15,000			6,240	39%		6,400	40%	3,040	19%	320	2%	16,000		
60		Employee Education	4650	5,500	3,000			2,255	41%		2,255	41%	880	16%	110	2%	5,500		
61																			
62		<b>Total Salaries &amp; Benefits</b>		<b>763,437</b>	<b>801,400</b>			<b>312,760</b>			<b>320,641</b>		<b>151,971</b>		<b>16,028</b>		<b>801,400</b>		
63																			
64		<b>Administrative Expenses</b>																	
65		Regular Board Payments	5010	7,650	7,650			2,984	39%		3,060	40%	1,454	19%	153	2%	7,650		
66		Special Board Meetings	5020	2,350	2,350			917	39%		940	40%	447	19%	47	2%	2,350		
67		Board/ Committee Expenses	5030	1,300	1,300			600	40%		600	40%	300	20%	0	0%	1,300		
68		Board Conferences & Seminars	5040	6,000	6,000			2,400	40%		2,400	40%	1,200	20%	0	0%	6,000		
69		Travel & Lodging	5050	8,500	8,500			3,570	42%		3,570	42%	1,360	16%	0	0%	8,500		
70		District Dues & Memberships	5100	19,000	20,000			9,000	45%		7,000	35%	4,000	20%	0	0%	20,000		
71		Office Supplies	5210	7,000	7,150			2,288	32%		2,288	32%	2,288	32%	286	4%	7,150		
72		On-Line Bill Paying	5215	6,750	6,750			2,295	34%		2,228	33%	2,228	33%	0	0%	6,750		
73		Communications	5220	14,000	15,000			4,950	33%		4,950	33%	4,800	32%	300	2%	15,000		
74		Printing & Publications	5230	5,100	8,000			2,040	34%		1,980	33%	1,980	33%	0	0%	6,000		
75		Postage & Shipping	5240	15,000	15,000			4,950	33%		5,100	34%	4,950	33%	0	0%	15,000		
76		Miscellaneous Office Expense	5250	11,300	11,300			3,950	33%		3,960	33%	3,840	32%	240	2%	12,000		
77		Office Utilities	5260	3,060	3,900			1,386	33%		1,386	33%	1,344	32%	84	2%	4,200		
78		Equipment R & M	5290	6,080	6,200			4,800	50%		2,784	29%	2,016	21%	0	0%	9,600		
79		Capital Purchases	5300	37,000	37,000			11,500	41%		14,500	52%	2,000	7%	0	0%	28,000		
80		Insurance	5400	31,000	31,000			13,062	42%		13,062	42%	4,976	16%	0	0%	31,000		
81		Legal Services	5510	50,000	40,000			25,000	50%		19,000	38%	5,000	10%	1,000	2%	50,000		
82		Accounting Services	5520	50,000	50,000			20,006	40%		22,008	44%	7,347	15%	639	1%	50,000		
83		Computer Services	5530	13,900	13,900			6,002	40%		6,602	44%	2,204	15%	192	1%	15,000		
84		Engineering Services	5540	150,000	150,000			130,005	87%		19,995	13%	0	0%	0	0%	150,000		
85		Bank & Trustee Fees	5560	6,000	6,000			1,100	22%		2,850	57%	1,050	21%	0	0%	5,000		
86		Other Professional Services	5565	20,000	20,000			8,800	44%		8,800	44%	2,400	12%	0	0%	20,000		
87		Legal Notices Publication	5600	8,000	5,000			1,700	34%		1,650	33%	1,650	33%	0	0%	5,000		
88		Public Information	5650	1,500	1,500			495	33%		495	33%	480	32%	30	2%	1,500		
89		<b>Total Administrative Expenses</b>		<b>489,350</b>	<b>477,300</b>			<b>263,809</b>			<b>151,208</b>		<b>59,312</b>		<b>2,970</b>		<b>477,300</b>		
90																			
91		<b>TOTAL OPERATING EXPENSES</b>		<b>3,174,308</b>	<b>4,225,476</b>			<b>1,581,727</b>			<b>1,906,642</b>		<b>713,503</b>		<b>23,319</b>		<b>4,225,191</b>		
92																			
93		<b>OPERATING INCOME (LOSS)</b>		<b>973,514</b>	<b>410,824</b>			<b>297,273</b>			<b>160,358</b>		<b>(23,503)</b>		<b>(23,319)</b>		<b>410,809</b>		

A	B	C	D	F	J	K	L	M	N	O	P	Q	R
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT													
Proposed Budget V-2 - Fiscal Year Ending June 30, 2018													
			YTD Actual & Projected 06/17	17/18 Proposed Budget	Water	%	Waste Water	%	Solid Waste Disposal	%	Community Service	%	Total
94													
95	<b>OTHER REVENUES</b>												
96	Interest	6100	17,087	25,000	8,750	35%	13,750	55%	2,500	10%			25,000
97	Secured/Unsecured Taxes	6320	37,109	60,000							60,000	100%	60,000
98	<b>TOTAL OTHER REVENUES</b>		54,196	85,000	8,750		13,750		2,500		60,000		85,000
99													
100	<b>DEBT OBLIGATIONS</b>												
101	2005 Water Revenue Bonds	2805	311,687	312,834	312,834	100%			0		0		312,834
102	2005 Sewer Revenue Bonds	2855	0	186,991			186,991	100%					186,991
103	<b>TOTAL DEBT OBLIGATION</b>		311,687	499,825	312,834		186,991		0		0		499,825
104													
105	<b>OTHER BUDGET ITEMS</b>												
106	Allocation of Community Service	N/A	0	(36,681)	14,867		16,355		5,459		(36,681)		0
107	Use of Rate Stabilization Reserve	N/A	49,634	15,544	0	0%	0	0%	15,544	100%			15,544
108	<b>TOTAL OTHER BUDGET ITEMS</b>		49,634	(21,138)	14,867		16,355		21,003		(36,681)		15,544
109													
110	<b>NET CASH NEEDS</b>		<b>765,657</b>	<b>(25,139)</b>	<b>8,056</b>		<b>3,471</b>		<b>0</b>		<b>0</b>		<b>11,528</b>
111													

May 8, 2017

Board of Directors  
Channel Islands Beach Community  
Services District  
Oxnard, California

We are engaged to audit the financial statements of the Channel Islands Beach Community Services District (the "District") for the year ended June 30, 2017. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards*

As stated in our engagement letter dated May 8, 2017, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the internal control of the District. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the District's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to *management's discussion and analysis*, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the budgetary comparison schedules, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

As part of the audit, we assist with the preparation of financial statements and related notes. However, this assistance does not constitute an audit under *Government Auditing Standards* and is considered nonaudit services. Management is responsible for overseeing and accepting responsibility for these services.

#### Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our final audit fieldwork on approximately October 23, 2017 and issue our report approximately in December 2017. Richard Teaman is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

*Teaman Ramirez & Smith, L.L.C.*