



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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

BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

NOTICE IS HEREBY GIVEN that the Board of Directors of the Channel Islands Beach Community Services District will hold A Regular Meeting beginning at 6:00 PM on Tuesday, May 8, 2018. The Meeting will be held at the **District Office Conference Room, 353 Santa Monica Drive, Channel Islands Beach, CA 93035.** The Agenda is as follows:

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

B. PUBLIC COMMENTS:

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

C. CONSENT CALENDAR:

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

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

	Account Number	Water Relief	Sewer Relief	Total Relief
a.	17450-06	-\$83.60	-\$195.78	-\$279.38
b.	04830-12	-\$53.94	-\$133.96	-\$187.90
c.	45032-01	-\$65.51	-\$170.02	-\$235.53
d.	19390-01	-\$63.31	-\$164.87	-\$228.18
e.	05480-08	-\$138.11	-\$345.20	-\$483.31

D. OPERATIONS AND MAINTENANCE REPORT

E. ACTION CALENDAR

1. **Changes to Proposed FY 2018-2019 CIP Budget**
 Recommendation:
 1) Receive and file report

2. **Revised District Policy and Procedure for the Sale of Surplus Real Property**
 Recommendation:
 1) Consider and adopt Revised District Policy and Procedure for the Sale of Surplus Real Property
 2) Authorize General Manager to begin advertising of Las Palmas Property and set auction date pursuant to adopted policy

3. **Redwood Trunk Line Authorization for Payment**
 Recommendation:
 1) Consider and approve final true up payment to City of Oxnard for Redwood and Victoria Trunk Sewer Projects

4. **First Reading of Rate Ordinances / Retirement of Water Availability Charge**
 Recommendation:
 1) Adopt Ordinance 89 and Ordinance 90
 2) Perform first reading of Ordinances 89 and 90, in title only and set Public Hearing date

5. **Proposed Side Letter to Union Memorandum of Understanding**
 Recommendation:
 1) Approve proposed Side Letter to Memorandum of Understanding with Local SEIU 721

6. **Discussion on General Manager’s Participation in PHWA Activities**
 Recommendation:
 1) Provide feedback and direction to Members of the PHWA Board

7. Opposition to SB 623 Drinking Water Tax

Recommendation:

- 1) Provide feedback on proposed Senate Bill (SB) 623 – Drinking Water Tax
- 2) Authorize General Manager to send position letter on behalf of the District

F. INFORMATION CALENDAR

1. Historic Vote on California Water Fix
2. Temporary Rental Unit Policy Letter
3. PHWA Agenda Review
4. Report from Board Members of any meeting or conference where compensation from the District for attendance was received

G. BOARD MEMBER COMMENTS

H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS

AGENDA POSTING CERTIFICATION

This agenda was posted Thursday, May 3, 2018 by 5:00 PM. The agenda is posted at the District Office and two public notice bulletin boards, which are accessible 24 hours per day. The locations include:

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

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



Akbar Alikhan
General Manager

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

Channel Islands Beach 2013

5/2/2018 3:48 PM

Register: 1002 · Checking Pacific Western

From 04/01/2018 through 04/30/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/01/2018	0418-02		1020 · County Funds:1...	Check payment...			350,000.00	1,122,437.53
04/03/2018	4896	Base Auto Parts	2000 - Accounts Payable		12.85			1,122,424.68
04/03/2018	4897	Cardmember Service	2000 - Accounts Payable		2,529.86			1,119,894.82
04/03/2018	4898	Data West Corp.	2000 - Accounts Payable		90.00			1,119,804.82
04/03/2018	4899	Elecsys Corporation	2000 - Accounts Payable		223.50			1,119,581.32
04/03/2018	4900	Miguel Zavalza	2000 - Accounts Payable		225.00			1,119,356.32
04/03/2018	4901	Mission Linen & Uni...	2000 - Accounts Payable	Feb. Mar. Unif...	251.01			1,119,105.31
04/03/2018	4902	Philip's Janitorial Ser...	2000 - Accounts Payable		231.25			1,118,874.06
04/04/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 4/3			150.00	1,119,024.06
04/04/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/2			4,541.64	1,123,565.70
04/04/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/3			2,899.64	1,126,465.34
04/04/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/4			556.25	1,127,021.59
04/04/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 4/2			150.00	1,127,171.59
04/04/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 4/3			150.00	1,127,321.59
04/04/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 4/3			150.00	1,127,471.59
04/06/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/5			3,522.64	1,130,994.23
04/06/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/6			8,772.08	1,139,766.31
04/06/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/6			793.50	1,140,559.81
04/10/2018	4903	County of Ventura	2000 - Accounts Payable	VOID: Transfe...		X		1,140,559.81
04/10/2018	4904	ACWA/Joint Powers	2000 - Accounts Payable	lunch 4/12/18 J...	60.00			1,140,499.81
04/10/2018	4905	ACWA/Joint Powers...	2000 - Accounts Payable	Pr. Pd 1/1/18 to...	2,905.31			1,137,594.50
04/10/2018	4906	Aflac	2000 - Accounts Payable		300.50			1,137,294.00
04/10/2018	4907	Architects Orange, L...	2000 - Accounts Payable		3,220.00			1,134,074.00
04/10/2018	4908	Arco	2000 - Accounts Payable		930.41			1,133,143.59
04/10/2018	4909	Badger Meter	2000 - Accounts Payable		33.00			1,133,110.59
04/10/2018	4910	Bay Alarm Company	2000 - Accounts Payable	103152	532.89			1,132,577.70
04/10/2018	4911	BRAD BOYAJIAN	2000 - Accounts Payable	CUSTOMER ...	34.59			1,132,543.11
04/10/2018	4912	COLDWELL BANK...	2000 - Accounts Payable	CUSTOMER ...	82.46			1,132,460.65
04/10/2018	4913	Dial Security	2000 - Accounts Payable		420.00			1,132,040.65
04/10/2018	4914	Document Systems, I...	2000 - Accounts Payable		67.97			1,131,972.68
04/10/2018	4915	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd 2/16/18 t...	40,903.25			1,091,069.43
04/10/2018	4916	Frontier-Office	2000 - Accounts Payable		358.23			1,090,711.20
04/10/2018	4917	ImageSource	2000 - Accounts Payable		71.50			1,090,639.70
04/10/2018	4918	James Sandefer	2000 - Accounts Payable	CUSTOMER ...	34.68			1,090,605.02
04/10/2018	4919	KEH & Associates, I...	2000 - Accounts Payable		15,502.33			1,075,102.69
04/10/2018	4920	Pacific Couriers	2000 - Accounts Payable		205.70			1,074,896.99
04/10/2018	4921	PHWA	2000 - Accounts Payable	October 2017	42,349.90			1,032,547.09
04/10/2018	4922	Port Hueneme Marin...	2000 - Accounts Payable		79.78			1,032,467.31
04/10/2018	4923	SOFIA OBERG	2000 - Accounts Payable	CUSTOMER ...	62.17			1,032,405.14
04/10/2018	4924	Tampa Hardware 2	2000 - Accounts Payable		250.54			1,032,154.60

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From 04/01/2018 through 04/30/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/10/2018	4925	Traffic Technologies ...	2000 - Accounts Payable		300.08			1,031,854.52
04/10/2018	4926	ROGER KRATZ	2000 - Accounts Payable	CUSTOMER ...	43.92			1,031,810.60
04/10/2018		QuickBooks Payroll ...	-split-	Created by Pay...	24,434.21			1,007,376.39
04/11/2018	4927	County of Ventura	2000 - Accounts Payable	Transfer From ...	350,000.00			657,376.39
04/11/2018	4928	County of Ventura	2000 - Accounts Payable	Transfer from ...	350,000.00			307,376.39
04/11/2018	DD	Akbar Alikhan	-split-	Direct Deposit		X		307,376.39
04/11/2018	DD	Carol J Dillon	-split-	Direct Deposit		X		307,376.39
04/11/2018	DD	Casey D Johnson	-split-	Direct Deposit		X		307,376.39
04/11/2018	DD	E.D. Brock	-split-	Direct Deposit		X		307,376.39
04/11/2018	DD	Erika F Davis	-split-	Direct Deposit		X		307,376.39
04/11/2018	DD	Mark A Espinosa	-split-	Direct Deposit		X		307,376.39
04/11/2018	DD	Keila E Wilson	-split-	Direct Deposit		X		307,376.39
04/11/2018	DD	Lupe C Lopez	-split-	Direct Deposit		X		307,376.39
04/11/2018	DD	Peter A. Martinez	-split-	Direct Deposit		X		307,376.39
04/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/12			911.18	308,287.57
04/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/11			7,290.51	315,578.08
04/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/11			1,523.00	317,101.08
04/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/10			16,507.95	333,609.03
04/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/10			10,716.98	344,326.01
04/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/11			514.64	344,840.65
04/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/12			7,978.57	352,819.22
04/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/13			16,423.74	369,242.96
04/13/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/9			9,174.91	378,417.87
04/23/2018	4929	A-1 Truck and Equip...	2000 - Accounts Payable	Repairs on 200...	6,145.24			372,272.63
04/23/2018	4930	ACWA/JPIA Health ...	2000 - Accounts Payable		261.30			372,011.33
04/23/2018	4931	StatCPR, Inc.	2000 - Accounts Payable	CPR Training-...	680.00			371,331.33
04/23/2018	4932	Streamline	2000 - Accounts Payable		200.00			371,131.33
04/23/2018	4933	Xerox Financial Serv...	2000 - Accounts Payable		260.91			370,870.42
04/23/2018	4934	Anacapa Canvas	2000 - Accounts Payable	Deposit for Ba...	875.00			369,995.42
04/23/2018	4935	Airport Auto Repair	2000 - Accounts Payable	Downpayment ...	2,000.00			367,995.42
04/24/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 4/10			300.00	368,295.42
04/24/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 4/16			150.00	368,445.42
04/24/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/23			4,543.99	372,989.41
04/24/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/24			5,723.90	378,713.31
04/24/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/19			8,532.89	387,246.20
04/24/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 4/17			150.00	387,396.20
04/24/2018	DEP	DEPOSIT	2050 - Customer Depo...	Dep 4/24			300.00	387,696.20
04/24/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/17			1,042.59	388,738.79
04/24/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/17			18,939.06	407,677.85
04/24/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/18			4,845.05	412,522.90

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04/24/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/17			1,361.88	413,884.78
04/24/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/16			5,135.46	419,020.24
04/24/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/16			11,915.57	430,935.81
04/24/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/20			9,528.87	440,464.68
04/24/2018	EDEP	DEPOSIT	1200 - Accounts Recei...	E-Checks			114,412.49	554,877.17
04/24/2018		QuickBooks Payroll ...	-split-	Created by Pay...	24,556.19			530,320.98
04/25/2018	4935	Architects Orange, L...	2000 - Accounts Payable	Site planning	3,280.00			527,040.98
04/25/2018	4936	AT & T	2000 - Accounts Payable		605.79			526,435.19
04/25/2018	4937	Bay Alarm Company	2000 - Accounts Payable	103152	255.00			526,180.19
04/25/2018	4938	Coastline Equipment	2000 - Accounts Payable	Backhoe Inspe...	437.00			525,743.19
04/25/2018	4939	County of Ventura - ...	2000 - Accounts Payable		600.00			525,143.19
04/25/2018	4940	DexYP	2000 - Accounts Payable	Webpage Ad	14.95			525,128.24
04/25/2018	4941	Diener's Electric, Inc.	2000 - Accounts Payable	Hueneme Station	1,945.38			523,182.86
04/25/2018	4942	Famcon Pipe and Su...	2000 - Accounts Payable		655.30			522,527.56
04/25/2018	4943	FGL Environmental I...	2000 - Accounts Payable		198.00			522,329.56
04/25/2018	4944	Frontier	2000 - Accounts Payable		761.95			521,567.61
04/25/2018	4945	Hollister & Brace	2000 - Accounts Payable	Jan./Feb. Charg...	6,125.00			515,442.61
04/25/2018	4946	House Sanitary Supply	2000 - Accounts Payable		296.43			515,146.18
04/25/2018	4947	J. A. Morales	2000 - Accounts Payable	New Uniform s...	466.02			514,680.16
04/25/2018	4948	Keila Wilson	2000 - Accounts Payable	Mileage Reimb...	16.46			514,663.70
04/25/2018	4949	Office Depot	2000 - Accounts Payable		177.68			514,486.02
04/25/2018	4950	PHWA	2000 - Accounts Payable		55,165.52			459,320.50
04/25/2018	4951	Pitney Bowes Inc.	2000 - Accounts Payable		144.16			459,176.34
04/25/2018	4952	Plumbers Depot, Inc.	2000 - Accounts Payable		79.41			459,096.93
04/25/2018	4953	Sam Hill & Sons, Inc.	2000 - Accounts Payable	4129 Sunset	4,034.24			455,062.69
04/25/2018	4954	SCE- Office	2000 - Accounts Payable		259.82			454,802.87
04/25/2018	4955	So. California Edison...	2000 - Accounts Payable		1,082.42			453,720.45
04/25/2018	4956	Soares, Sandall, Bern...	2000 - Accounts Payable	Feb./Mar. Char...	12,025.00			441,695.45
04/25/2018	4957	SoCalGas	2000 - Accounts Payable		43.14			441,652.31
04/25/2018	4958	Spectrum	2000 - Accounts Payable	Cable	44.64			441,607.67
04/25/2018	4959	Teaman, Ramirez & ...	2000 - Accounts Payable	Audit Fee for F...	15,115.00			426,492.67
04/25/2018	4960	Underground Service...	2000 - Accounts Payable		21.55			426,471.12
04/25/2018	4961	Urban Futures, Inc.	2000 - Accounts Payable	Yearly EMMA...	1,050.00			425,421.12
04/25/2018	4965	Carol Dillon	2000 - Accounts Payable	Mileage/food R...	308.89			425,112.23
04/25/2018	4966	Pete Martinez	2000 - Accounts Payable	Food Reimburs...	240.00			424,872.23
04/25/2018	DD	Akbar Alikhan	-split-	Direct Deposit		X		424,872.23
04/25/2018	DD	Carol J Dillon	-split-	Direct Deposit		X		424,872.23
04/25/2018	DD	Casey D Johnson	-split-	Direct Deposit		X		424,872.23
04/25/2018	DD	E.D. Brock	-split-	Direct Deposit		X		424,872.23
04/25/2018	DD	Erika F Davis	-split-	Direct Deposit		X		424,872.23

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04/25/2018	DD	Keila E Wilson	-split-	Direct Deposit		X		424,872.23
04/25/2018	DD	Mark A Espinosa	-split-	Direct Deposit		X		424,872.23
04/25/2018	DD	Lupe C Lopez	-split-	Direct Deposit		X		424,872.23
04/25/2018	DD	Peter A. Martinez	-split-	Direct Deposit		X		424,872.23
04/26/2018	EDEP	DEPOSIT	1200 - Accounts Recei...	e-checks			1,590.75	426,462.98
04/27/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/25			700.34	427,163.32
04/27/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/26			272.92	427,436.24
04/27/2018	DEP	DEPOSIT	6 - Administrative Exp...	Dep 4/27 Reim...			200.00	427,636.24
04/27/2018	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 4/26			1,648.05	429,284.29
04/27/2018	4967	FGL Environmental I...	2000 - Accounts Payable		803.00			428,481.29
04/27/2018	4968	Frontier	2000 - Accounts Payable		201.85			428,279.44
04/27/2018	4969	Nationwide Retirement	2000 - Accounts Payable	pr. pd. 3/24/18 ...	3,453.63			424,825.81
04/27/2018	4970	SEIU, Local 721	2000 - Accounts Payable	Dues for April ...	167.50			424,658.31
04/27/2018	4971	State of California, S...	2000 - Accounts Payable	Roster of Publi...	1.00			424,657.31
04/27/2018	4972	Nationwide Retirement	2000 - Accounts Payable	pr. pd. 4/7/18 t...	3,549.35			421,107.96
04/30/2018	4973	Airport Auto Repair	2000 - Accounts Payable	F-150 transmis...	1,627.70			419,480.26
04/30/2018	4981	Mission Linen & Uni...	2000 - Accounts Payable		145.92			419,334.34
04/30/2018	0418-01		1020 · County Funds:1...	Check Payment...			350,000.00	769,334.34

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

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

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

B. PUBLIC COMMENTS:

None.

C. CONSENT CALENDAR:

Director Marcus moved to approve the Consent Calendar and Director Brewer seconded the motion. The motion passed.

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

D. OPERATIONS AND MAINTENANCE REPORT

Deputy General Manager/ Operations Manager Pete Martinez presented the Operations and Maintenance Report. Deputy General Manager/ Operations Manager Pete Martinez explained the water service line repair on Sunset Lane, the water meter inventory project, Backhoe purchase, and Hollywood Pump Station repairs illustrating the projects with a PowerPoint presentation.

6:08 President Spiegel joined the meeting.

E. ACTION CALENDAR

1. CalPers Resolution Final Enrollment

General Manager Alikhan explained that the approval of the Resolution of Final Enrollment in the California Public Employee Retirement System (CalPers) is the final action the Board is required to take in the CalPers Enrollment process. Director Nast made the motion to approve the Resolution of Final Enrollment in the California Public Employee Retirement System and Director Marcus seconded the motion.

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

2. Flood Insurance Coverage

Using a PowerPoint presentation General Manager Alikhan explained the current Insurance coverage, the history which includes the November 2017 Board

request for additional coverage, and the new policy. If the new policy is approved it will go into effect on April 15th, 2018. Director Marcus moved to approve the Earthquake and Flood Insurance Coverage and Vice President Brewer seconded the motion. The motion passed unanimously.

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

3. LAFCO Alternate Member Nomination

General Manager Alikhan explained the Board's option to nominate a candidate. There was a short Board discussion. The Board did not nominate a candidate.

No action was taken.

4. Records Management Project Update & Revisions to Retention Policy

General Manager Alikhan explained the proposed revisions to the Retention Policy. Director Marcus made the motion to approve the revisions to the Records Retention Schedule and Vice President Brewer seconded the motion. Motion passed all in favor.

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

5. Review of Ventura County Proposed Temporary Rental Unit Ordinance

General Manager Alikhan presented the proposed Temporary Rental Unit Ordinance and asked the Board for feedback. Director Nast suggested a link on the County website be added for the public to access contact information for the property if there were any issues. Director Marcus said she hopes the Ordinance is adopted however her concern is the number of nights are not currently addressed in the Ordinance. Director Brewer agreed that the number of nights should be included. Director Koesterer said as an owner who rents out property she appreciated the Ordinance which details how to basically be a good neighbor. Board agreed to send a letter suggesting the number of nights be specified in the Ordinance. Director Marcus moved to send the comment letter and Director Koesterer seconded the motion. Board agreed.

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

6. Policy and Procedure for the Sale of Surplus Real Property

General Manager Alikhan explained the need for a District Policy and Procedure for the Sale of Surplus Real Property and presented a PowerPoint presentation outlining key points. Board asked that the deposit be increased to \$25,000 and the addition of a contingency clause. Director Brewer and Director Marcus requested that the information on the decommissioned wells be brought back to the next month's meeting. The Board asked that the third bullet on slide 4 be

removed. The Board opted to approve the Policy and Procedure with the accepted amendments. Director Koesterer moved to adopt the Policy and Procedure for the Sale of Surplus Real Property with the amendments stated and Director Marcus seconded the motion. Board was all in favor.

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

7. Sewer Lift Station Condition Assessment Results

Deputy General Manager/ Operations Manager Pete Martinez summarized the Sewer Lift Station Condition Assessment Results with a PowerPoint presentation. General Manager Alikhan explained the proposed changes to the Capital Budget.

No action taken.

8. Declaration of Surplus Personal Property

Deputy General Manager/ Operations Manager Pete Martinez said that with the Backhoe they would like to have additional avenues available to aid in the disposal of Surplus Property. To do this, they would like to authorize General Manager staff to dispose of surplus property pursuant to Resolution No 92-5, Part IV, Section 601. Director Marcus moved to dispose of surplus property pursuant to Resolution No 92-5, Part IV, Section 601 and Director Brewer seconded the motion. The motion passed.

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

9. FYI 2018-2019 Budget-Second Workshop

General Manager stated that this is the last workshop for the Proposed Budget. There were no proposed changes to the Operating Budget and there were a couple of changes to the Capital Budget due to the results of Sewer Lift Station Condition Assessment. General Manager outlined the Budget schedule. Board had no further proposed changes.

No action taken.

F. INFORMATION CALENDAR

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

None.

2. PHWA Agenda Review

General Manager announced that the next PHWA meeting is scheduled for Monday April 16th. The two points of discussion will be a review of

Operations report from Steve Hickox and an update on the Groundwater Sustainability Plan.

G. BOARD MEMBER COMMENTS

Director Nast said he was pleased to announce the Baseline Testing was completed and the results were expected in about 13 days.

Director Nast said he would like to ask PHWA about the blended rate.

Director Brewer shared a Tsunami article that was given to her by one of her owners.

H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS

General Counsel and General Manager commented that the Metropolitan Water District Board of Directors voted to provide the additional financing necessary to support full construction of the California WaterFix Project.

General Manager announced that Deputy General Manager/ Operations Manager Pete Martinez will be attending the CWEA annual conference Tuesday April 17th through April 20th.

General Manager announced Office Manager CJ Dillon will be attending the CalPers classes in Glendale next week.

General Manager announced he will be attending the AWA Annual Water Symposium on April 19th.

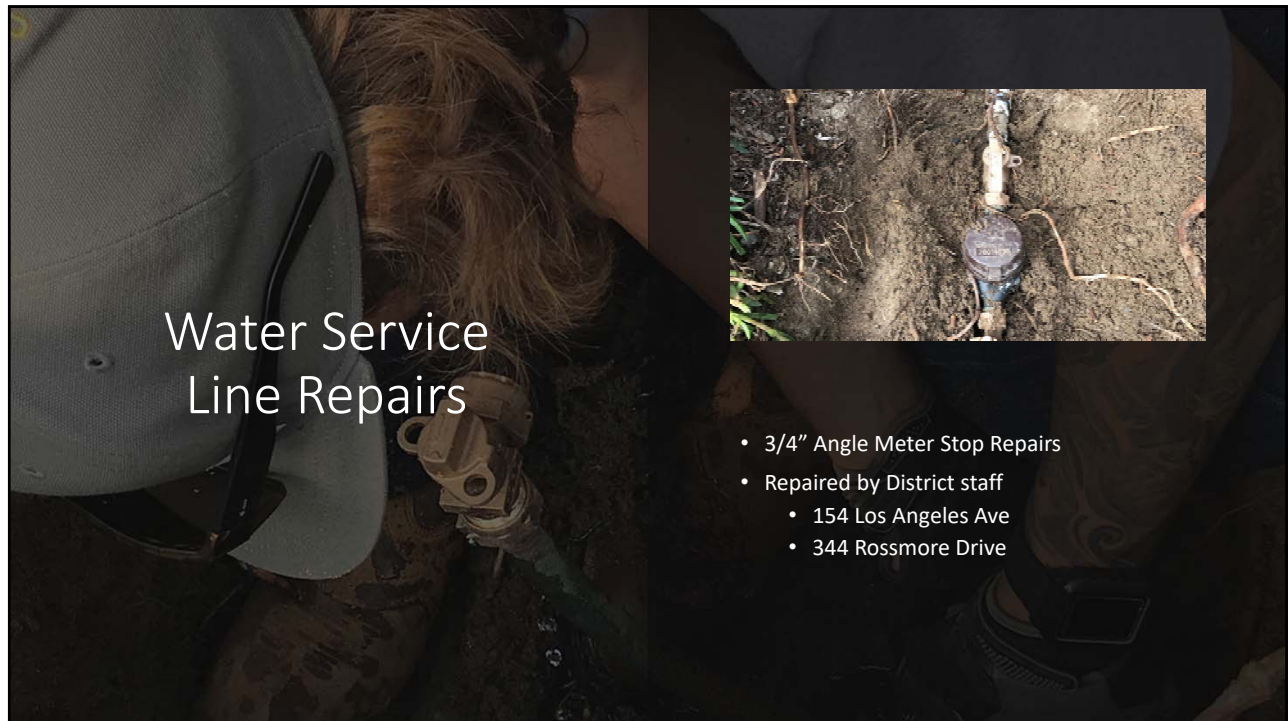
General Manager commented on discussions regarding storm water diversion with the County and once he has more information he will be sharing it with the Board.

The Board Meeting adjourned at 8:40 PM.

Ellen Spiegel, President

Operations & Maintenance Report

May 8, 2018



Lift Station After Hour Call-Outs

- H Station
 - Output card on the processor failed
 - Resulted in complete shutdown of Programmable Logic Controller (PLC)
 - Pumps controlled by manual operation
- B Station
 - Low float cable failure
 - Float bypass system not working
 - Resulted in intermittent shutdown of PLC
 - Pumps controlled by manual operation



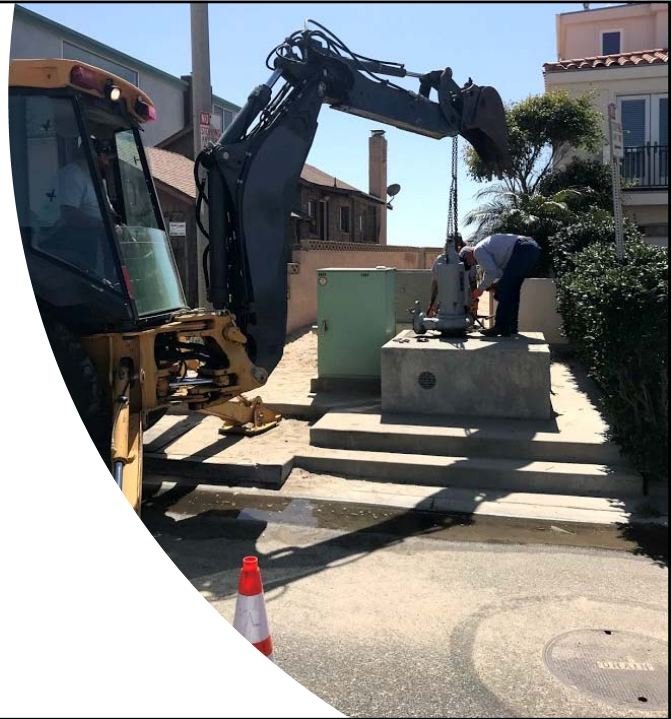
SCADA Pilot Test at Hueneme Sewer Lift Station

- Installed on April 11th at Hueneme Station
- Replacement of existing Programmable Logic Controller (PLC)
- Provides 24/7 real-time remote monitoring accessible from any computer, smart phone, and/or tablet
- Ability to reset alarms and control pump operation remotely
- [SCADA Website \(XIO\)](#)



Sewer Station Pump Repairs

- Hollywood Station pump #1
- Panama Station pump #2
- Hollywood Station backup pump



Safety Training

- Asbestos Cement Pipe Training at Camrosa Water District (upper photo)
 - CIBCSD staff provided live demonstration of proper procedure for handling asbestos cement pipe
- District hosted Confined Space Training attended by CIBCSD Ops staff and Montecito Water District (lower photo)
- Weekly Safety Meetings
- Lynda Lunches
 - Lunch time training for all District staff
 - Stress Management





Board of Directors:

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

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, May 8, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Changes to Proposed FY 2018 – 2019 CIP Budget
Item No. E-1

RECOMMENDATION:

1. Receive and file.

FINANCIAL IMPACT: No financial impact with current action. Requested changes will be included in the Final Proposed FY 2018 – 2019 Budget at the June 12, 2018 Board Meeting.

BACKGROUND:

At the April 10, 2018 Board Meeting, the District held its second workshop regarding the FY 2018 – 2019 Budget. The proposed Budget document has been shared with the Board on two occasions and with the County Harbor Department.

DISCUSSION/ANALYSIS:

FY 2018 – 2019 Operating Budget

There are no changes to the Operating Budget from the Board's previous workshop. As shown at the April 10, 2018 Board Meeting, the proposed Operating Budget represents an overall 2.8% increase from the previous year's budget, totaling \$3.76M.

FY 2018 – 2019 Capital Improvement Program Budget

Since the previous draft presented at the April 10 Board meeting, the following changes are proposed:

1. CI 403 – Increase to billing and financial systems by \$10K, for a total project cost of \$50,000.
2. CI 101 – Water Line Relocation "Santa Ana to Harbor" renamed to Monitoring of Water Lines in Easements and project costs have been reduced from \$240,000 to \$60,000.
3. CI 206 – OWTP Allocation (first disbursement) shifted out to FY 2020 and increased to \$200,000 from \$80,000. This is the District's share of Phase 1 – Electrical Improvements.

4. CI 202 – All items related to Pump Station repairs have been consolidated into one single project. No change to overall project costs.
5. CI 208 - Addition of Wastewater Flow Meter Installation Project for \$35,000 for FY 2019.

Next Steps

The table below summarizes the dates and milestones towards final budget adoption. Any requested budget changes will be incorporated into the Final Proposed Budget document for Board consideration at the June 12, 2018 meeting.

Date	Event
May 8, 2018	1 st Reading of Rate Ordinance
June 12, 2018	2 nd Reading of Rate Ordinance and Budget Adoption
July 1, 2018	Beginning of Fiscal Year
July 15, 2018	New Rates Effective

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

ATTACHMENTS:

1. FY 2018 – 2019 Revised Capital Improvement Program

FY 2018 - 2019 CAPITAL IMPROVEMENT PROGRAM

Line	Project No.	Capital Project	Water	Sewer	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
1	CI 101	Monitoring of Water Lines in Easements	100%		\$20,000	\$40,000	\$0	\$0	\$0
2	CI 102	Well Rehabilitation	100%		\$10,000	\$0	\$0	\$0	\$0
3	CI 103	PHWA Improvements	100%		\$30,000	\$50,000	\$0	\$200,000	\$1,000,000
4	CI 104	Metering at Interconnections	100%		\$20,000	\$0	\$0	\$0	\$0
5	CI 201	I&I Reduction - Gravity Main Improvements		100%	\$0	\$420,000	\$0	\$0	\$250,000
6	CI 202	Sewer Lift Station and Pump Station Rehabilitation		100%	\$320,000	\$100,000	\$200,000	\$60,000	\$0
7	CI 203	Manhole Rehabilitation		100%	\$0	\$0	\$75,000	\$0	\$0
8	CI 204	CCTV Video Inspection		100%	\$70,000	\$0	\$0	\$0	\$70,000
9	CI 205	Hydrogen Sulfide Reduction		100%	\$0	\$100,000	\$100,000	\$0	\$0
10	CI 206	Oxnard Wastewater Plant Improvements		100%	\$0	\$200,000	\$100,000	\$100,000	\$100,000
11	CI 207	SCADA Improvements		100%	\$150,000	\$0	\$0	\$0	\$0
12	CI 401	Smart Meter Deployment	50%	50%	\$250,000	\$100,000	\$100,000	\$100,000	\$100,000
13	CI 402	Yard and Building Improvements	50%	50%	\$50,000	\$150,000	\$0	\$0	\$0
14	CI 403	Billing and Financial Systems Software	50%	50%	\$50,000	\$0	\$0	\$0	\$0
15	CI 208	Wastewater Flow Meter Insallation		100%	\$35,000	\$0	\$0	\$0	\$0
Water					\$255,000	\$215,000	\$50,000	\$250,000	\$1,050,000
Sewer					\$750,000	\$945,000	\$525,000	\$210,000	\$470,000
Total					\$1,005,000	\$1,160,000	\$575,000	\$460,000	\$1,520,000

Water Enterprise

FY 2019

Beginning Capital Reserve Balance	\$1,761,752
Contributions for FY 2018 - 2019:	\$269,300
Planned Capital Expenditures	-\$255,000
Ending Capital Reserve Balance	\$1,776,052
 Minimum Capital Reserve Balance	 \$825,955

Sewer Enterprise

FY 2019

Beginning Capital Reserve Balance	\$1,399,888
Contributions for FY 2018 - 2019:	\$446,200
Planned Capital Expenditures	-\$750,000
Ending Capital Reserve Balance	\$1,096,088
 Minimum Capital Reserve Balance	 \$1,048,640



Revisions to FY 2018 -2019 CIP Budget

MAY 8, 2018– REGULAR BOARD MEETING

AKBAR ALIKHAN, GENERAL MANAGER

1



Previous Action

- Board held budget workshops on March 13 and April 10
- District provided budget to Harbor Department in late March
- Scheduled final adoption for June 12, 2018 Board Meeting

- Tonight's action – brief Board on 5 requested changes to proposed CIP Budget
- No changes to Operations Budget

5/8/2018

2

Naming Conventions

- First digit
 - 1 – Water Project
 - 2 – Wastewater Project
 - 3 – Solid Waste Project
 - 4 – Multiple Enterprises

- Second two digits are sequential series, counting upwards from “01”

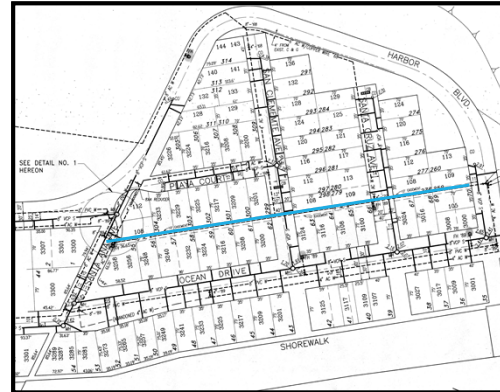
CI 403 – Billing & Financial Systems

- Increase project costs from \$40K to \$50K
 - Early research shows desired products are approx. \$40K
 - Additional funds will provide for:
 - project contingencies
 - customizations
 - ample training

CI 101 – Water Line Relocation



- Water Line Relocation “Santa Ana to Harbor” renamed to Monitoring of Water Lines in Easements
- Instead of relocating water pipes, District will use advanced monitoring techniques to prevent breaks
- Reduces project costs from \$240,000 to \$60,000
 - Relocation engineer’s estimate came back at \$298,000



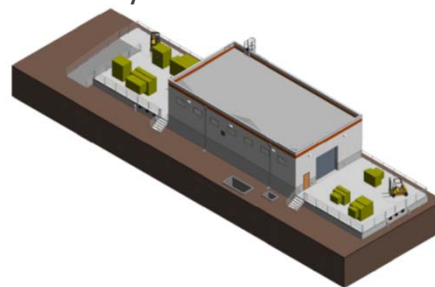
5/8/2018

5

CI 206 – OWTP Allocation



- First disbursement shifted out to FY 2020 (from 2019) and increased to \$200,000 from \$80,000
 - District’s share of Phase 1 – Electrical Improvements
- Staff has been attending design meetings with Oxnard WW staff and design engineers to review plans periodically



5/8/2018

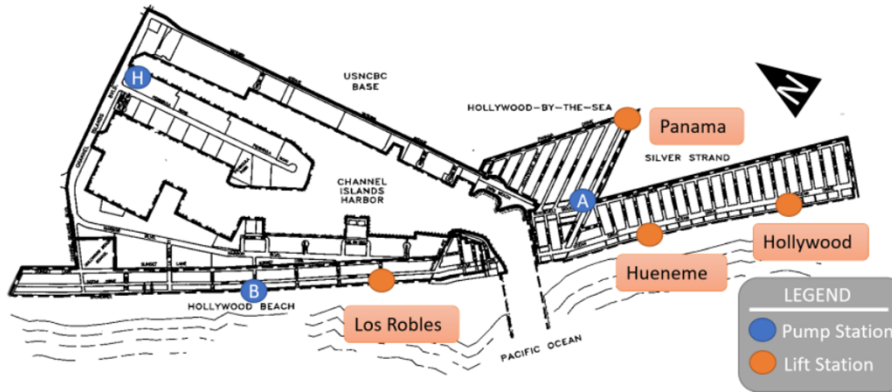
6

CI 202 – Pump Station Improvements



- Consolidated multiple pump station projects into one single project.

STATION LOCATION



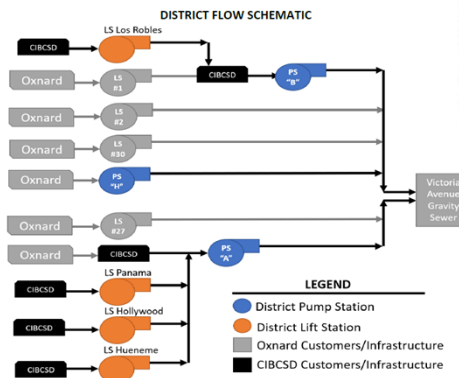
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7

CI 208 – WW Flow Meter Installation



- Addition of Wastewater Flow Meter Installation Project for \$35,000 for FY 2019
- Tracks wastewater flow that we convey for Oxnard ratepayers through our force mains AND flow from our ratepayers that goes into Oxnard's collection system for treatment
- City will pay for half of project costs
- \$35,000 is District's estimated share of costs



5/8/2018

8



Next Steps

Date	Event
May 8, 2018	1 st Reading of Rate Ordinance
June 12, 2018	2 nd Reading of Rate Ordinance and Budget Adoption
July 1, 2018	Beginning of Fiscal Year
July 15, 2018	New Rates Effective



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AKBAR ALIKHAN
General Manager

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Regular Board Meeting, May 8, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Revised District Policy and Procedure for the Sale of Surplus Real Property
Item No. E-2

RECOMMENDATION:

1. Consider and adopt Revised District Policy and Procedure for the Sale of Surplus Real Property
2. Authorize General Manager to begin advertising of Las Palmas Property and set auction date pursuant to adopted policy.

FINANCIAL IMPACT: No financial impact with current action. Agreement with winning bidder specifying sale amount will be presented to the Board at a later date for consideration.

BACKGROUND/DISCUSSION:

At the April 10, 2018 Regular Board meeting the District declared the property at 112 Las Palmas Street to be surplus real property available for public sale. Per State law, the District had previously notified all public agencies with jurisdiction in the District's service area and no letters of interest were received.

At the same meeting, the Board was presented with a draft policy for the disposal of surplus real property that details the procedure for disposal. The Board provided the following edits to Section 4.7 of the Policy to staff:

- Increase deposit from \$10,000 to \$25,000 and make due within two days of signing purchase agreement.
- Contingencies must be identified within 17 days of signing purchase agreement.
- District to provide all details on abandoned assets (e.g. decommissioned wells) on the property in the advertisement.
- Remove sale provision which states, "Even after bids are received and reserve is met, the GM may instruct the auctioneer to reject all bids and terminate the auction in accordance with Board direction".

Date, Time, and Location of Open Auction

If adopted, the proposed Policy requires at least 60 days between the first published notice and the auction date. Staff's recommendation is to authorize the General Manager to begin advertising of the Las Palmas Property, set an auction date at least 60 days from first advertisement, and update the Board on the auction date when it is confirmed.

ATTACHMENT(S):

1. Revised District Policy and Procedure for the Sale of Surplus Real Property

**Channel Islands Beach Community Service District
Policy and Procedure for the Sale of Surplus Real Property
May 8, 2018**

POLICY STATEMENT

During the course of implementing programs and providing services to the public, the Channel Islands Beach Community Service District (“CIBCSD”) has acquired real property for public services and related use. If CIBCSD subsequently determines that a property is no longer required for public use, it may sell the property or interest therein in the manner and upon the terms standards and conditions herein and approved by the CIBCSD Board of Directors (“Board”). All sales of property will be made in exchange for payment in cash required for CIBCSD purposes as determined by the Board. The CIBCSD will obtain fair market value for any surplus real property offered for sale, except that less than fair market value may be accepted if it is determined to be in the best interest of the CIBCSD to sell the property for a negotiated amount that is subsequently approved by the Board. This policy does not apply to a lease or any other treatment of real property except for its sale.

PROCEDURE

1. Determination of Surplus Real Property

- 1.1. If the CIBCSD General Manager (“GM”) finds that certain real property is not required for any other public use, he/she shall so report to the Board and the Board may declare it surplus and approve it for sale. Upon approval from the Board, the GM shall cause to be prepared a written estimate of its market value by appraisal or another method generally acceptable within the real estate market.
- 1.2. Prior to disposal of surplus real property by public sale, the GM shall provide written notice to public agencies in the manner prescribed by Section 54220 et seq. of the Government Code.
- 1.3. The following procedures apply if the property is not purchased by a public agency pursuant to Section 54222 et seq. of the Government Code.

2. Manner of Disposal

- 2.1. The GM may dispose of any surplus real property which has an estimated market value of less than \$5,000 without advertising for bids.
- 2.2. If the surplus real property has an estimated market value of \$5,000 or more, the GM shall dispose of the property in the manner set forth herein and shall require Board approval for final agreement of the sale.

- 2.3. If the parcel which is surplus real property is an uneconomic remnant such that it is not buildable by itself under the current zoning, then the GM, with Board approval, may renegotiate a sale price with the adjoining property owner(s) without advertising for bids.
- 2.4. If the parcel which is surplus real property is a buildable parcel under the current zoning, and the combining of the parcel to an adjacent parcel would provide better development from a planning perspective than development of the surplus property by itself, then the GM, with Board approval, may negotiate a sale with the adjoining property owner(s). If an acceptable price (to the Board) is not reached, then the CIBCSD shall dispose of the property in the manner set forth herein.

3. CIBCSD Personnel Prohibited

No CIBCSD official, officer, Board member, or employee, and any immediately family member of the same, shall bid or be financially interested in any bid for surplus real property sold in accordance with these rules.

4. Sale Procedures

The sale of surplus real property by the CIBCSD shall be executed through a live auction to the highest responsible bidder who most closely meets the terms and conditions set by the Board pursuant to the following procedures:

- 4.1. In accordance with the rules set forth in the California Government Code §54950 et. seq., the Board shall revisit the sale of real property in an meeting open to the public by announcing the negotiators, the real property which the negotiation may concern and the person or persons with whom its negotiators may negotiate prior to entering into a closed session.
- 4.2. The Board may, at its option, enter into a closed session to review the appraisal or valuation of the real property, set the reserve price for the auction, and to approve the terms and conditions of the purchase contract which will govern the transaction.
- 4.3. Thereafter, the Board shall reconvene in open session, publicly report on any action taken in the closed session and the vote or abstention of any member present. The Board shall then set a date, time and location for the public auction, instruct the GM to give notice to the public of the public auction and hire a professional auctioneer.
- 4.4. The GM shall ensure that notice of public auction for the surplus real property is published at least once per week for seven (7) consecutive weeks commencing at least sixty (60) days prior to the auction date in a newspaper of general circulation printed and published within Ventura County that provides services to the constituents of the CIBCSD.
- 4.5. The GM shall ensure that a sign is placed in a conspicuous place on the subject property notifying the public of the sale.

4.6. The GM shall ensure that auction of the subject property is advertised on more than one real estate sale website including, but not limited to, Zillow, Trulia, Realtor.com, Loopnet and Costar. GM may pursue additional advertising in any reasonable and lawful manner that he/she sees fit.

4.7. Any notices, signs or internet advertisements shall include, at minimum, a legal description of the subject property, a vicinity map showing the general location of the subject property, notice and description of abandoned District assets on the property, the time and place of auction, and the terms and conditions of the purchase agreement, including, but not limited to, the language set forth as follows:

“The Channel Islands Beach Community Services District (“District”) reserves the right and is not obligated to sell the subject property such that the District may cancel or postpone any scheduled auction indefinitely for any reason at any time. The District shall provide at least three (3) days’ notice of cancellation or postponement by publication in a newspaper of general circulation, by sign posting or by notice on any website advertisement if previously used by the District. The District reserves the right to refuse to sell unless a minimum bid threshold has been reached as set forth by the District in its sole and absolute discretion. The winning bidder shall be required to immediately sign a purchase agreement whose terms have been previously disclosed and deliver a deposit in the form of a cashier’s check to the District in the amount of \$25,000 (twenty-five thousand dollars) with 48 hours of signing the purchase agreement. Buyer has seventeen (17) days from date of signing purchase agreement to identify all contingencies of sale. If the winning bidder fails to immediately perform, District may, at its discretion, offer the subject property to the next highest bidder.”

4.8. The Board may cancel or provide alternative instructions to GM for the auction in a regular Board meeting or a special Board meeting at least five (5) business days prior to the scheduled auction. Closed session protocol shall be followed as detailed above if price and terms of the auction are discussed.

4.9. The GM shall attend the auction, instruct the auctioneer with regard to instructions from the Board and confirm that the auction takes place in accordance with these procedures.

4.10. The subject property shall be sold to the highest bidder inasmuch as the bid exceeds the reserve price set by the Board and in accordance with Board instructions.

4.11. A successful bidder shall be provided with a signature copy of the purchase and sale agreement whose terms and conditions shall have been approved by the Board and have been made publicly made available to all potential bidders. The winning bidder shall be required to immediately sign the purchase agreement and concurrently deliver it with a deposit in the form of a cashier’s check to the District in the amount specified.

- 4.12. Unsuccessful bidders should be noticed after the auction that they may still be eligible for purchase if the successful bidder does not close escrow. At the option of the unsuccessful bidders, the District will record their names, contact information and last bid amounts if successful bidder fails to perform.
- 4.13. The successful bidder shall close escrow as specified in the purchase agreement.
- 4.14. If the successful bidder fails to close escrow, then the District may offer the surplus property to the next highest bidder.



Board of Directors:

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MARCIA MARCUS, Director
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AKBAR ALIKHAN
General Manager

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Regular Board Meeting, May 8, 2018

To: Board of Directors
From: Pete Martinez, *Deputy General Manager / Operations Manager*
Subject: City of Oxnard Redwood and Victoria Trunk Projects – Final True Up
Item: E-3

RECOMMENDATION:

1. Consider and approve final true up payment to City of Oxnard for Redwood and Victoria Trunk Sewer Projects.

FINANCIAL IMPACT: Payment in the amount of \$226,354 to the City of Oxnard in accordance with Section 3A of the Wastewater and Transportation Agreement (Agreement No. A-6680).

BACKGROUND:

In July of 2006, the District entered into an agreement with the City of Oxnard, where both parties agreed that the District shall pay for its share of the capital and construction costs for the Victoria Trunk Sewer and Redwood Trunk Sewer Projects.

To date, the District has made a total of two payments. The first payment was paid in the amount of \$1,248,314 and the second payment was made in the amount of \$543,140. Now that all construction and litigation is completed, all cost sharing calculations have been finalized, which now reflects a final true up cost for the Victoria Trunk Sewer and Redwood Trunk Sewer Projects. See Attachment 1 for Victoria and Redwood Trunk Sewer Map.

DISCUSSION:

It should be noted that several of the charges to the City project number have been removed, as they were not appropriate for cost sharing with the District. In addition, all of the construction change orders for graffiti control were not applied as they did not benefit the District. The original true up amount requested by the City of Oxnard was \$262,661.67. After final negotiations between the District and City staff, the revised invoiced amount is \$226,354, a reduction of \$36,000.

The majority of the final true up costs are associated with dealing with the many challenges and issues with the construction, including public outreach, permitting, traffic control, safety issues, and utility relocations. There were also issues associated with the 7-11 business impacted by the Lift Station 29 and Hemlock Force Main and litigation expenses pertaining to the Affholder contract.

As a result of the final cost sharing calculations, the final balance due by the District to the City of Oxnard for the capital improvements for the Redwood and Victoria Sewer Trunk Projects is \$226,354.

Final Cost Allocation Per Agreement

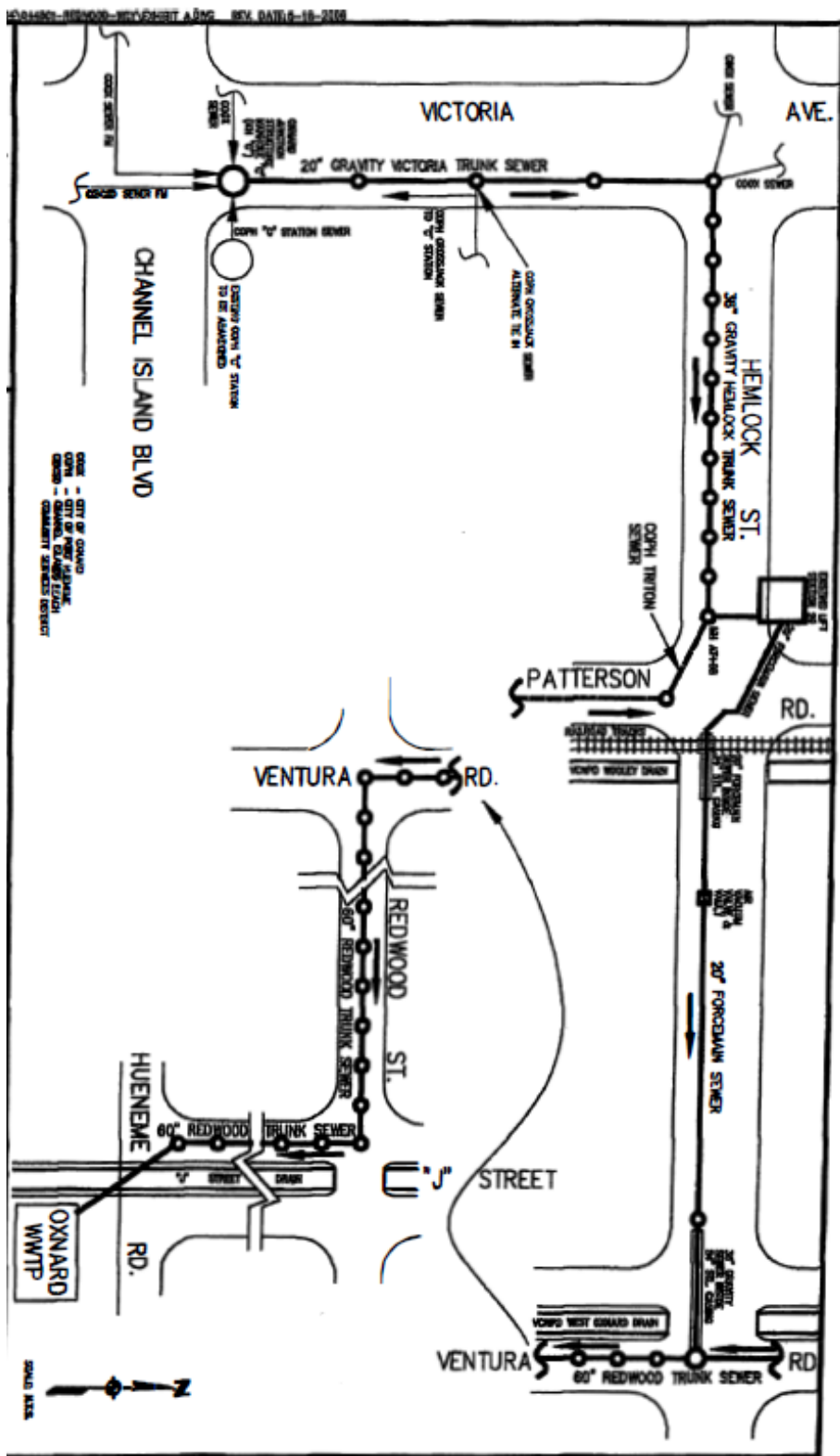
Item	Description	Project Cost	Channel Islands Beach CSD	
			Percent %	Amount
1	Victoria Trunk	\$1,849,176	41.86%	\$774,065
2	Hemlock Trunk	\$6,233,983	7.70%	\$480,016
3	Hemlock Gravity MH AT+68 to LS 29	\$53,736	7.70%	\$4,137
4	Hemlock Force Main + LS 29	\$6,622,432	4.92%	\$325,823
5	Redwood Trunk - Ventura Rd /S. Hemlock	\$23,861,552	1.97%	\$470,072
			Original Balance	\$2,054,115
			CIBCSD Payment 1	(\$1,248,314)
			CIBCSD Payment 2	(\$543,140)
			Original True Up	\$262,662
			Revised Final True Up	\$226,354

ATTACHMENTS:

1. Victoria and Redwood Trunk Sewer Map

ATTACHMENT 1

Victoria and Redwood Trunk Sewer Map





Redwood and Victoria Sewer Trunk – Final True Up

MAY 8, 2018– BOARD MEETING

PETE MARTINEZ, DEPUTY GM / OPERATIONS MANAGER
5/8/2018

Background

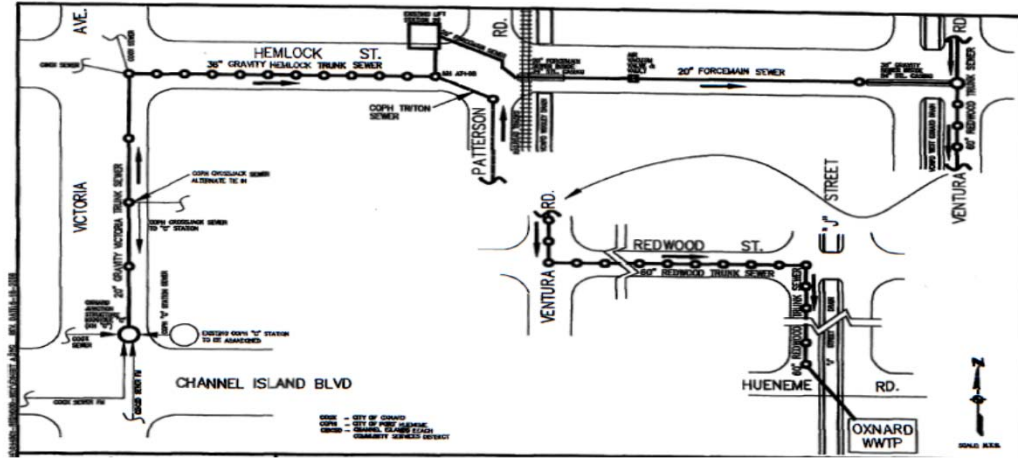


- Redwood Trunk (2004-2007)
 - 5-mile long trunk sewer system
 - 36-inch segment on Hemlock St from Victoria to Patterson
 - New sewer lift station No. 29
 - 20-inch sewer force main on Hemlock from Patterson to Ventura Rd
 - 42-inch segment on Ventura Rd south of Hemlock
 - 60-inch segment on Redwood St>J St>Oxnard Wastewater Treatment Plant

- Victoria Trunk (2011-2012)
 - 20-inch segment on Victoria from Channel Islands to Hemlock
 - Removed all District and City of Oxnard flow from City of Port Hueneme

5/8/2018

Redwood and Victoria Trunk - Map



5/8/2018

Final Cost Allocation Per Agreement



Item	Description	Project Cost	Channel Islands Beach CSD	
			Percent %	Amount
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			Original Bal	\$2,054,115
			CIBCSD Payment 1	(\$1,248,314)
			CIBCSD Payment 2	(\$543,140)
			Original True Up	\$262,662
			Revised Final True Up	\$226,354

5/8/2018

Factors Attributed to Final True Up Costs



- The majority of the final true up costs were associated with many of the following challenges:

- Construction
- Micro-tunneling
- Public outreach
- Permitting
- Traffic control
- Safety issues
- Utility relocations
- Litigation



5/8/2018

Recommendation



- Consider and approve the final true up payment to the City of Oxnard for Redwood and Victoria Trunk Sewer Projects in the amount of \$226,354.

5/8/2018



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SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, May 8, 2018

To: Board of Directors
From: CJ Dillon, *Office Manager*
Subject: First Reading of Rate Ordinances / Retirement of Water Availability Charge
Item No. E-4

RECOMMENDATION:

1. Adopt Ordinance 89 and Ordinance 90, which upon adoption will implement the rate increases approved in the Proposition 218 Hearing held August 9, 2016.
2. Perform first reading of Ordinance 89 and Ordinance 90, in title only & set Public Hearing date on June 12, 2018 at 6 P.M.

FINANCIAL IMPACT:

BACKGROUND/DISCUSSION:

Subject 1: First Reading of Ordinance 89: 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

Subject 2: First Reading of Ordinance 90: 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

ATTACHMENTS:

1. Ordinance 89
2. Ordinance 90

ORDINANCE NO. 89

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: “**CIBCSO 2018/2019 Water and Wastewater Utility Service Fee and Charges Adjustments Ordinance**” and may be cited as such.

SECTION 2: Purpose

The purpose of this Ordinance is to adjust existing water and wastewater rates and charges in order to balance revenue projections with expenditure requirements found in the adopted Fiscal Year 2018-19 Budget and to establish sufficient rules and regulations related to wastewater (sewer) service to: (1) prevent the introduction of pollutants not customarily found or that are incompatible with the wastewater system, (2) protect District personnel who may be affected by wastewater and sludge in the course of their employment, and (3) enable sufficient control authority to the District in order to comply with local, state and federal wastewater regulations.

SECTION 3: Repeal of Ordinance 87 and annual Water Availability Charge

Ordinance No. 87 regarding the above-referenced fees and charges now in effect is hereby repealed in its entirety. The \$10.00 Annual Water Availability Charge is hereby repealed.

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, 2018:

- (a) Non-Harbor Customers
 - (i) ¾" meter: **\$36.41/month**
 - (ii) 1" meter: **\$57.31/month**
 - (iii) 1½" meter: **\$109.56/month**
 - (iv) 2" meter: **\$172.25/month**
 - (v) 3" meter: **\$370.80/month**
 - (vi) 4" meter: **\$663.38/month**
- (b) Harbor Customers
 - (i) ¾" meter: **\$50.13/month**
 - (ii) 1" meter: **\$80.18/month**
 - (iii) 1½" meter: **\$155.31/month**
 - (iv) 2" meter: **\$245.46/month**
 - (v) 3" meter: **\$530.94/month**
 - (vi) 4" meter: **\$951.65/month**
- (c) Fire Hydrant Construction Meter: **\$50.00/month**. A minimum charge of \$50.00 will be applied to any account requesting a Fire Hydrant Construction Meter; following the first fully billing cycle, the \$50.00 per month charge will be prorated to reflect the actual number of days of service.

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

- (a) ¾" connection: **\$6.19/month**

(b) 1" connection: **\$9.34/month**

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

(a) Non-Harbor Single-Family Residential Customers

- (i) Tier 1: **\$3.79/HCF** for first **0-5 HCF** consumed each month
- (ii) Tier 2: **\$4.39/HCF** for water consumed between **6-8 HCF** each month
- (iii) Tier 3: **\$6.10/HCF** for water consumed above **8 HCF** each month

(b) Non-Harbor Multi-Family Residential Customers

- (i) Tier 1: **\$3.79** per HCF for first **0-4 HCF** consumed each month
- (ii) Tier 2: **\$4.39** per HCF for water consumed between **5-6 HCF** each month
- (iii) Tier 3: **\$6.10** per HCF for water consumed above **6 HCF** each month

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

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

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

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

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

(a) Non-Harbor: \$4.26per HCF.

(b) Harbor: \$4.98 per HCF.

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

- (a) 1" connection: **\$6.07/month**
- (b) 2" connection: **\$11.35/month**
- (c) 3" connection: **\$23.33/month**
- (d) 4" connection: **\$44.01/month**
- (e) 6" connection: **\$118.20/month**
- (f) 8" connection: **\$246.16/month**

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

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

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

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

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

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

- (i) 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 (5) year time period.
- (ii) Structures Replaced 5-10 Years After Demolition.** If a property owner delays in constructing a replacement structure until more than five (5) years but less than ten (10) years from the date of applicable connection charges being paid or the date of demolition, the District shall levy and collect all applicable Sewer Connection Charges in effect at the time of request for a "Water Service Will Serve or Water Availability Letter" for the structure. However, said charges shall be reduced by (50%) Fifty Percent.
- (iii) Structures Replaced More Than 10 Years After Demolition.** If a property owner delays in constructing a replacement structure until more than ten (10) years from the date of demolition, then there shall be no reduction in the applicable Sewer Connection Charge.
- (e) Incremental Water Connection Charge.** Notwithstanding any other part of this Ordinance, the District shall levy incremental an Incremental Water Connection Charge for any replacement structure which requires a larger size water meter. This incremental charge shall be based on the difference in charges between the larger size connections minus the dollar value of the charges for the original sized connections on the demolished structure. Payment of these charges shall occur prior to and as a condition of the issuance of "Water Will Serve or Water Availability Letter"
- (f) Issuance of Letters.** Payment of all Water Connection Charges shall occur prior to and as a condition of the issuance of "Water/Sewer Will Serve Letter" or "Water/Sewer Availability Letter."

Section 4.10 Charges for Modifying Fire Sprinkler System Service Connections.

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

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

SECTION 5: Sewer Service Charges

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

- (a) "Equivalent Residential Unit" or (ERU) shall mean:
 - a. One (1) freestanding single-family residence; or
 - b. Any dwelling unit, attached or detached, designed to be an independent dwelling unit; or
 - c. Any independent dwelling unit that is part of an apartment complex, condominium development, mobile home, or duplex.
- (b) "Single Family Residential" shall mean one (1) Single Family residence with no attached or detached accessory dwelling units.
- (c) "Multi-Family Residential" (MFR) shall mean any residential structure comprised of more than one (1) dwelling unit, including single-family residences with one (1) or more accessory dwelling units.
- (d) "Sewer service only" shall mean those facilities known as the Hollywood Beach Mobile Home Park" and the "Harbor Walk Condominiums".
- (e) "Commercial I – Low" shall mean any premises used for general office functions, retail and or enterprise where it can be reasonably expected that the strength of sewerage generated and discharged will be generally low in total 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, 2018:

- (a) Monthly Base Rates (based on type of connection):
 - (i) Single Family Residential: **\$24.91** per month per connection
 - (ii) Multi-Family Residential: **\$19.92** per month per ERU behind connection
 - (iii) Sewer Service Only: **\$19.92** per month per ERU behind connection
 - (iv) School: **\$147.18** per month per connection
 - (v) Commercial I – Low: **\$23.44** per month per connection
 - (vi) Commercial III – High: **\$59.09** per month per connection
- (b) Variable Rates (based on metered water consumption and listed RTS):
 - (i) Single-Family Residential: **\$5.88** per HCF per month; calculated at 93% RTS
 - (ii) Multi-Family Residential: **\$5.88** per HCF per month for each metered connection; calculated at 94% RTS
 - (iii) Sewer Service Only: **\$5.88** per HCF per month for each metered connection; calculated at 94% RTS
 - (iv) School: **\$5.61** per HCF per month for each metered connection; calculated at 100% RTS
 - (v) Commercial I – Low: **\$5.67** per HCF per month for each metered connection; calculated at 100% RTS
 - (vi) Commercial III – High: **\$7.04** per HCF per month for each metered connection; calculated at 100% RTS

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

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

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

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

(c) Connection Charge for Demolished and Replaced Structures.

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

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

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

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

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

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

Section 6.1 Charges.

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

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

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

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

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

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

- (a) 7152G paragraph (2)
- (b) 7152H paragraphs (2) & (3)
- (c) 7154D is excluded in its' entirety
- (d) Section 7155 is excluded in its' entirety
- (e) 7156A, 7156B, 7156C, 7156D, 7156E, 7156F, 7156G, 7156H, 7156I, 7156J, 7156K and 7156L are excluded in their entirety
- (f) 7157B and 7157C are excluded in their entirety
- (g) Section 7159 is excluded in its' entirety

(h) Section 7160 is excluded in its' entirety

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

SECTION 8: Effective Date

This Ordinance shall become effective at **12:01 a.m. on July 15, 2018.**

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 **12day of , 2018**, by the following vote:

AYES: Directors:

NOES: Directors:

ABSENT: Directors:

ELLEN SPIEGEL, BOARD PRESIDENT

ATTEST:

APPROVED AS TO FORM:

AKBAR ALIKHAN
GENERAL MANAGER

JOHN MATHEWS
GENERAL COUNSEL

ORDINANCE NO. 90

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

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

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

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

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

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

WHEREAS, the District's Board of Directors conducted a duly noticed public hearing on the Recommended Fiscal Year 2018/19 Annual Budget during their June 12, 2018 Meeting, concluding in the adoption of the Fiscal Year 2018-19 Annual Budget during the June 12, 2018 Meeting; and

WHEREAS, the adoption of a Final Fiscal Year 2018-19 Annual Budget for the District requires periodic adjustments to existing water, wastewater and/or trash utility rates and fees to balance revenue projections with expenditure requirements; and

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

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

Section 1. Definitions.

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

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

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

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

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

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

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

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

3. Recyclable materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Intent.

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

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

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

Section 4. Supervision of Collection

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

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

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

Section 5. Eligibility for Service.

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

Section 6. Owners' and Occupants' Exemption.

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

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

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

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

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

removal and disposal of such materials.

Section 9. Solid Waste & Recycle Containers.

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

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

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

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

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

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

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

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

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

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

Section 11. Limitations on Amount of Solid Waste.

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

Section 12. Holiday Collection.

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

Section 13. Placement of Trash Containers.

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

before 5 p.m. on the days immediately prior to such collection, or permit such containers to remain there after 7 p.m. on the day of collection. Any trash containers placed for collection shall be placed within two (2') feet 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. If trash containers are not able to be moved from view, the must be relocated to an area close to the structure. Example; due to the distance between residents, the gate area is limited for containers.

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 one 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 employees to:

- (1) Interfere in any manner with any trash container or the contents

thereof, or to place contents within or remove contents from any container without consent of the owner or occupant;

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

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

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

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

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

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

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

Section 15. Receptacles to be Kept Clean.

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

Section 16. No Burning.

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

Section 17. Agreement Between District and Contractor.

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

Section 18. Contracts and Length of Term.

The actual number of trash collection contracts to be issued and outstanding at any time shall be in the sound legislative discretion of the Board of Directors of District, based upon the 'Board of Directors' assessment of District's needs and the public interest, safety, health and general welfare. The duration of any collection contract awarded by District shall not be longer than five years 60 months. District by contract may limit the area or customers within District which may be served by any Contractor. District may condition issuance of a Contractor's agreement or renewal of such agreement upon any terms, as it may deem desirable or necessary to protect the public interest.

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

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

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

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

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

telephone number to provide emergency services.

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

C. Equipment Specifications.

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

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

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

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

D. Collection of Trash.

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

(2) Unless determined otherwise by the District, collection of trash by Contractor within District shall be confined to Monday through Friday between the hours of 7 a.m. and 6 p.m. Contractor may make collections on Saturdays if a holiday occurs within the preceding six (6) days.

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

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

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

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

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

E. Complaints.

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

and remedies proposed or actions taken to resolve said complaint. If it is the opinion of the Manager that Contractor's remedies proposed amid actions taken are insufficient to adequately resolve said complaint; the Manager may require Contractor to carry out an alternative remedy process intended to resolve the complaint. Said remedies shall be carried out at no cost whatever to District unless otherwise specified by the Manager.

F. Permits.

Contractor shall obtain and maintain in full force and 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 and federal laws, regulations and ordinances pertaining to Contractor's trash collection and disposal operation.

G. Reports and Financial Information.

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

H. "Special Service" Collections.

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

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

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

Section 21. Insurance.

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

Bodily Injury:

\$3,000,000 each person
\$3,000,000 each accident
\$3,000,000 aggregate products

Property Damage:

\$3,000,000 each accident
\$3,000,000 aggregate operations
\$3,000,000 aggregate products
\$3,000,000 aggregate, contractual

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

Section 22. Bonding Requirement.

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

Section 23. Information to Residents.

Contractor at its expense shall distribute to all owners and occupants printed information amid instructions relating to collection routes and schedules, handling

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

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

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

- A. Repeal or amend the whole or any provision of this ordinance.
- B. Exclusively undertake all trash collection within District; or grant to, 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 expenses in the administration and enforcement of District's trash collection and disposal ordinance, agreements and regulations.

B. Upon adoption of this ordinance by the Channel Islands Beach Community Services District Board of Directors, the following rates shall become effective July 15, 2018 at 12:01 a.m. and shall be subject to periodic adjustment by the Board of Directors.

C.

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

1/Week Pick-Up Standard Service:	\$30.39/container/mo.
1/Week Walk-In Service:	\$48.36/container/mo.
2/Week Walk in Service:	\$96.72/container/mo.
Additional Empties (Barrels):	\$10.67/container

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

1/Week Pick-Up Bin Service:	\$169.60/bin/mo.
2/Week Pick-Up Bin Service:	\$261.44/bin/mo.
3/Week Pick-Up Bin Service:	\$336.00/bin/mo.
1-time additional empty:	\$69.73/bin/empty
Locks for Comm. Bins:	\$2.75

(3) Additional Barrels:

64-gallon Solid Waste:	\$15.72/container/mo.
64 or 96 gallon Recycle:	\$2.86/container/mo.
Additional Trash Walk In:	\$23.84/Container/mo.
Additional Recycle Walk In	\$7.03/Container/Mo

(4) Temporary 3 cubic-yard bin: \$102.31/bin
(delivery, initial load and removal included)

Additional Dumps: (each empty)	\$102.31/bin
Daily Rental Fee:	\$2.48/day after 7 days

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

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

Section 26. Compensation of Contractors.

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

specified in the District's agreement with the Contractor.

Section 27. Billing of Charges.

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

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

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

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

Section 28. No Assignment or Transfer.

No Contractor shall assign or transfer its rights under its contract with the 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 and 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 and 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 and 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. 88 relating to trash collection and disposal is hereby repealed.

Section 33. Publication.

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

Section 34. Severability.

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

Section 35. Effective Date.

The trash collection rates specified in Section 25 of this ordinance shall be effective 30

days from date of adoption, and shall be subject to periodic adjustment by the Board of Directors.

Passed, approved and adopted this 12th day of June 2018 by following vote of the Board of Directors:

Ayes:

Nays:

Absent:

Ellen Spiegel, President
Board of Directors

Attest:

Approved As To Form:

Akbar Alikhan, General Manager

John Mathews, District Counsel



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, May 8, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Proposed Side Letter to Union Memorandum of Understanding
Item No. E-5

RECOMMENDATION:

1. Approve proposed Side Letter to Memorandum of Understanding with Local SEIU 721.

FINANCIAL IMPACT: No change to personnel costs for FY 2017 – 2018 or to proposed FY 2018 – 2019 Operating Budget. Any changes to future personnel costs will be proposed in future budget cycles.

BACKGROUND:

At the April 10, 2018 Regular Board Meeting, the District approved a final Resolution for enrollment in the California Public Employees Retirement System (CalPERS) and the District became officially enrolled on May 5, 2018. During the enrollment process, staff learned that CalPERS requires all unionized staff to be within the pay range for their assigned job classification.

The District employs five unionized staff, represented by Service Employees International Union (SEIU) Local 721. Every five years, management negotiates a memorandum of understanding (MOU) with SEIU which serves as the authoritative document outlining wages, benefits, workplace conditions. The current MOU runs from 2015 to 2020.

DISCUSSION/ANALYSIS:

Per CalPERS rules, District staff may not be outside of their assigned pay range in order for wages to be “PERS-able”. Staff was recently informed of this rule at a recent CalPERS workshop. Currently, the District has three employees whose hourly wage is beyond the range of their current job classification.

To comply with the CalPERS rule, management negotiated with SEIU for the creation of three new job classifications to accommodate the three staff members whose hourly wage is out of range via a side letter agreement. The proposed side letter’s purpose is to put the staff members back within their assigned range does not increase wages for the upcoming fiscal year; however, the side letter does create two new advancement steps for the Lead Operator and Lead CSR/Clerk positions, as outlined in the attached wage table. Below are the proposed new job classifications and a brief description of each.

Lead Customer Service Rep (CSR)/ Clerk of the Board (3 Total Steps)

- Assumes all responsibilities of CSR II and;
- Oversees customer counter operation and provides direction to other customer service staff.
- Serves as administrative assistant to the General Manager.
- Attends all Board/Commission Meetings and produces meeting minutes for public record.
- Oversees Records Retention system to maintain District compliance with Local, State, and Federal Law

Lead Water/Wastewater Operator (3 Total Steps)

- Assumes all responsibilities of Operator II and;
- Provides direction to other Operations staff.
- Assists Operations Manager/Deputy GM with scheduling and capital planning.
- Provides water and/or wastewater certifications, allowing District to operate water and wastewater systems.

Water & Wastewater Operator II / Equipment Operator (5 Total Steps)

- Assumes all responsibilities of Operator II and;
- Experience and demonstrated proficiency with operating heavy equipment such as backhoe, generator in-tow, and other equipment as necessary.
- May be required to maintain Class B license at the request of the District.

Attached for Board consideration is the proposed Side Letter Agreement. If approved, the District would have exactly one unionized staff member occupying each of the following job classifications:

1. Lead Water/Wastewater Operator
2. Water & Wastewater Operator II / Equipment Operator
3. Water & Wastewater Operator I
4. Lead Customer Service Rep (CSR)/ Clerk of the Board
5. Customer Service Admin Asst I

ATTACHMENTS:

1. Side Letter to Memorandum of Understanding between the Channel Islands Beach Community Services District and Local SEIU 721.
2. Revised wage tables for FY 2018 – 2019 for unionized staff.

SIDE LETTER AMENDMENT TO 2015 – 2020 MEMORANDUM OF UNDERSTANDING BETWEEN THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT AND SEIU LOCAL 721

It is mutually agreed that all portions of the existing Memorandum of Understanding (MOU) will remain in effect, unless superseded by the following sections of this side letter agreed to on this 8th day of May, 2018.

Section 1 – Summary of Job Classifications

The following list summarizes the District’s existing job classifications and newly proposed classifications.

ADMINISTRATIVE DIVISION

Customer Service Rep /Admin Assist I (Existing)

Customer Service Rep /Admin Assist II (Existing)

Lead Customer Service Rep/ Clerk of the Board (New)

OPERATIONS DIVISION

Water & Wastewater Operator I (Existing)

Water & Wastewater Operator II (Existing)

Water & Wastewater Operator II / Equipment Operator (New)

Lead Water/Wastewater Operator (New)

The provisions of this MOU are not applicable to any part-time or extra-help employees utilized by the District.

POSITION CLASSIFICATION SALARY PLAN for Customer Service Rep I/II, Water/Wastewater I/II, and Water/Wastewater II / Equipment Operator classifications authorized and approved by the Board of Directors shall consist of five steps (5). There shall be an approximate five percent (5%) increase between each step. Step adjustments shall occur in accordance with the applicable provisions of Policy No. 5, Appropriate Salary Steps, as contained in the District's Personnel Manual, as amended.

For Lead Customer Service Rep / Clerk of the Board and Lead Water/Wastewater Operator, classifications authorized and approved by the Board of Directors shall consist of three steps (3). There shall be an approximate five percent (5%) increase between each step. Step adjustments shall occur in accordance with the applicable provisions of Policy No. 5, Appropriate Salary Steps, as contained in the District's Personnel Manual, as amended. Employees are eligible for promotion from the step that they are currently in to the next step only for continued satisfactory service by the employee in the effective

performance of their duties, as determined by the General Manager through a review of the employee's Performance Appraisal Report (PAR), which occurs annually, on or about the anniversary date of the employee's hiring.

Employees are eligible for promotion from Step A to Step B after a six (6) month probationary period of continued satisfactory service in Step A. An additional step will be granted upon satisfactory completion of the initial 12 months of service. For future promotions, employees are eligible for promotion from Step B to Step C, Step C to Step D, and from Step D to Step E after twelve (12) months of continued satisfactory service in their current step. The parties agree that an employee receiving an overall outstanding Performance Appraisal Report (PAR), the employee's performance is of value to the District and with the recommendation of his/her immediate supervisor the District may grant multiple steps to the employee's base salary then in effect. The General Manager shall have discretion in granting such a compensation adjustment. His/her decision shall be based upon an evaluation the employee's Performance Appraisal Report (PAR), and the value of the employee's performance to the District.

The level of the compensation adjustment shall be equivalent to an additional five percent (5%) of the employee's base salary then in effect. The parties agree that for the duration of this MOU, any employee who has reached the fifth and final step of their salary range, may receive a performance based compensation adjustment. The General Manager shall have discretion in granting such a compensation adjustment. His decision shall be based upon an evaluation the employee's Performance Appraisal Report (PAR), and the value of the employee's performance to the District. SEIU Local 721 represented employees reserve the right to appeal for a salary increase upon receiving an overall outstanding PAR to the General Manager and/or to the Board of Directors. The General Manager shall determine the level of the compensation adjustment, but in no circumstance, shall it exceed 5% of the employee's base salary then in effect.

Section 2 – CalPERS Enrollment

On May 5, 2018, the District will enroll in the California Public Employee Retirement System (CalPERS), under the Miscellaneous 2% at age 62 formula. The CalPERS contract requires the District to pay 6.533% of the employee's gross wages towards the formula and requires the employee to pay 6.25% of the employee's gross wages towards the formula. The parties agree that there are two (2) components to each employee's CalPERS formula, as follows:

1. District's formula contribution: Defined to include all monies contributed by the District towards the employee's CalPERS formula, which will be 6.533% of employee's gross wages based on actuarial results performed by CalPERS.
2. Employee's formula contribution: Defined to include 6.25% of gross wages contributed by the employee towards their CalPERS formula. Per the CalPERS contract, vesting schedules for the CalPERS contributions are five (5) years. If the employee separates from the CalPERS system prior to completing five (5) years of service enrolled in CalPERS, they may opt to keep their service years banked in CalPERS or withdraw their CalPERS account funds.

Per the CalPERS contract, vesting schedules for the CalPERS contributions are five (5) years. If the employee separates from the CalPERS system prior to completing five (5) years of service enrolled in CalPERS, they may opt to keep their service years banked in CalPERS or withdraw their CalPERS account funds.

X

Akbar Alikhan
General Manager

X

Ellen Spiegel
President, Board of Directors

X

Casey Johnson
Bargaining Unit Member

X

Danny Carrillo
Chief Negotiator, Local SEIU 721

ADJUSTMENT	JULY 2017 COLA 2.10%	CALPERS INCREASE 6.25%	JULY 2018 COLA 3.50%
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	FY 2017 - 2018	April 2018	FY 2018 - 2019
Customer Service Admin Asst I			
Step A	\$15.84	\$16.84	\$17.42
Step B	\$16.64	\$17.68	\$18.30
Step C	\$17.47	\$18.56	\$19.21
Step D	\$18.34	\$19.49	\$20.17
Step E	\$19.26	\$20.46	\$21.18
Customer Service Admin Asst II			
Step A	\$20.22	\$21.49	\$22.24
Step B	\$21.23	\$22.56	\$23.35
Step C	\$22.30	\$23.69	\$24.52
Step D	\$23.41	\$24.87	\$25.74
Step E	\$24.58	\$26.12	\$27.03
Lead Customer Service Rep / Clerk (New)			
Step A		\$30.03	\$31.09
Step B		\$31.54	\$32.64
Step C		\$33.11	\$34.27
Water & Wastewater Operator I			
Step A	\$18.42	\$19.57	\$20.25
Step B	\$19.34	\$20.54	\$21.26
Step C	\$20.30	\$21.57	\$22.33
Step D	\$21.32	\$22.65	\$23.44
Step E	\$22.38	\$23.78	\$24.61
Water & Wastewater Operator II			
Step A	\$23.50	\$24.97	\$25.85
Step B	\$24.68	\$26.22	\$27.14
Step C	\$25.91	\$27.53	\$28.49
Step D	\$27.21	\$28.91	\$29.92
Step E	\$28.57	\$30.35	\$31.42
Water & Wastewater Operator II / Equip.Operator (New)			
Step A		\$26.47	\$27.40
Step B		\$27.79	\$28.77
Step C		\$29.18	\$30.20
Step D		\$30.64	\$31.71
Step E		\$32.17	\$33.30
Lead Water & Wastewater Operator (New)			
Step A		\$33.46	\$34.64
Step B		\$35.14	\$36.37
Step C		\$36.89	\$38.19



Proposed Side Letter to Union MOU

MAY 8, 2018– REGULAR BOARD MEETING

AKBAR ALIKHAN, GENERAL MANAGER

1



Background

- April 10 – Approved final resolution for Enrollment into CalPERS
- CalPERS requires all unionized staff to be within the pay range for their assigned job classification
 - 3 staff members are “out of range”
- Unionized staff represented by SEIU Local 721

5/8/2018

2



Solution

- Create 3 new job classifications to put staff members “back within range”
- Does not increase wages for the upcoming fiscal year
- Creates two new advancement steps for the Lead Operator and Lead CSR/Clerk positions
- MOU Steps
 - CSR I/II and Operator I/II – A, B, C, D, E (5 Steps)
 - Lead Operator / Lead CSR – A, B, C (3 Steps)

5/8/2018

3



Proposed New Positions

- Lead Customer Service Rep (CSR)/ Clerk of the Board (3 Total Steps)
- Lead Water/Wastewater Operator (3 Total Steps)
- Water & Wastewater Operator II / Equipment Operator (5 Total Steps)

5/8/2018

4



Summary of Unionized Staff

1. Lead Water/Wastewater Operator
2. Water & Wastewater Operator II / Equipment Operator
3. Water & Wastewater Operator I
4. Lead Customer Service Rep (CSR)/ Clerk of the Board
5. Customer Service Admin Asst I

5/8/2018

5



Recommendation

1. Approve proposed Side Letter to Memorandum of Understanding with Local SEIU 721.

5/8/2018

6



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, May 8, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Discussion on General Manager's Participation in PHWA Activities
Item No. E-6

RECOMMENDATION:

1. Provide feedback and direction to Members of the PHWA Board of Directors.

FINANCIAL IMPACT: No financial impact with current action. If approved by the PHWA Board, District will be reimbursed for twenty percent of General Manager's annual salary and benefits.

BACKGROUND:

Since its inception in 1994, the Port Hueneme Water Agency (PHWA) has been solely operated by the City of Port Hueneme (City). The wages and benefits for personnel who oversee PHWA operations are partly allocated to PHWA and partly to the City, in proportion to the time spent on PHWA-related functions versus City-related functions. In all, PHWA employs 50% of five Water Operators and 40% of a Water Operations Manager.

Due to recent personnel changes, PHWA does not have staff available to attend regional water discussions with respect to the development of the groundwater sustainability plan (GSP), general updates from wholesale water purveyors, and new water legislation. To address the need, City and District management discussed an arrangement whereby the District's General Manager would assume the responsibility updating the PHWA Board on regional water developments. In return, PHWA would reimburse the District for 20% of General Manager's annual salary and benefits.

DISCUSSION/ANALYSIS:

Under the proposed arrangement, the District's General Manager would assume the following responsibilities:

- Attend regional meetings on behalf of the District and PHWA. These meetings regularly include Fox Canyon Groundwater Management Agency, Calleguas Municipal Water District, United Water Conservation District, and others as necessary.
- Represent the interests of all PHWA member agencies at GSP development meetings.
- Prepare and deliver staff reports for the PHWA Board related to regional water issues.
- Names the District's General Manager as the "PHWA Assistant Executive Director".

This proposed arrangement requires an amendment to the PHWA Formation Agreement that the District initially agreed to in 1994. Attached for Board consideration is the proposed Fourth Amendment to the Formation Agreement, which proposes changes to Section 13 and 14 of the existing agreement. All other portions of the agreement will remain in effect.

If approved by the PHWA Board, the terms of the 20% reimbursement to the District will be captured in a separate agreement. As part of the PHWA Board's annual budgeting process, PHWA will have the option to maintain or modify the arrangement. The Fourth Amendment is scheduled for PHWA Board consideration at the May 21, 2018 Meeting.

ATTACHMENTS:

1. Proposed Fourth Amendment to PHWA Formation Agreement

FOURTH AMENDMENT TO AGREEMENT FOR FORMATION OF A JOINT POWERS AGENCY

This Fourth Amendment to the Agreement for Formation of a Joint Powers Agency (Amendment) is made this 21st day of May 2018 by and between the CITY OF PORT HUENEME ("City"), and the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ("Beach District"), with reference to the following facts:

WITNESSETH:

WHEREAS, the City and the Beach District entered into the Agreement for Formation of a Joint Powers Agency ("Agreement") on July 20, 1994, creating the Port Hueneme Water Agency ("Agency"). The Agreement was amended on three occasions, on June 5, 1996, June 30, 2000, and November 20, 2002. The Agreement and all amendments are incorporated by this reference as if fully set forth;

WHEREAS, the Agency is staffed by personnel employed partly by the Agency and partly by the City, as the Agency and the City agree from time to time;

WHEREAS, the City's City Manager serves as the Agency's Executive Director;

WHEREAS, the City recognizes that Beach District staff may provide strategic value to the Agency, particularly assisting in regional water issues on behalf of the Agency;

WHEREAS, the City and the Beach District agree that inclusion of the Beach District's General Manager in Agency-related functions will promote an effective working relationship between member agencies, for the betterment of the Agency as a whole.

NOW, THEREFORE, the City and the Beach District agree to amend the Agreement as follows:

1. Section 13 is amended to add "The Beach District's General Manager shall serve as the Agency's Assistant Executive Director, under the direction of the Executive Director and the Board of Directors. In addition, other personnel of the City and/or Beach District may be involved to a greater/lesser extent as parties may agree to from time to time."
2. Section 14 is amended to read "The Agency Operator ("Operator") shall be the City, acting as operator, and not as Member. *Additionally, the Beach District's General Manager, when conducting Agency-related business as the Assistant Executive Director, shall act as an Operator of the Agency, and not as a Member.* The terms of the Operator's authority are contained in the Agency Operating Agreement ("Exhibit A"). In the event the city determines it no longer desires to be the Operator, the Governing Board shall appoint a new Operator. If the Members are not in agreement as to the selection of a new Operator, the Members at Agency expense shall consult with an independent third party knowledgeable in water treatment operations agreed upon by both Members regarding the selection of a new Operator."

CITY OF PORT HUENEME

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

**CHANNEL ISLANDS BEACH COMMUNITY
SERVICES DISTRICT**

By: _____
Board President

APPROVED AS TO FORM

By: _____
General Counsel

DRAFT



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, May 8, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Opposition to SB 623 Drinking Water Tax
Item No. E-7

RECOMMENDATION:

1. Provide feedback on proposed Senate Bill (SB) 623 – Drinking Water Tax
2. Authorize General Manager to send position letter on behalf of the District.

FINANCIAL IMPACT: No financial impact. If SB 623 is approved, District residents would experience a \$.95 monthly increase to water bills.

BACKGROUND/DISCUSSION:

Senate Bill 623 (Monning) attempts to establish California's first-ever statewide drinking water tax is currently being advanced in the State budget trailer bill. If approved, the bill would impose a \$.95 monthly surcharge on all residential user to address the lack of access to safe drinking water for disadvantaged communities, primarily in rural areas.

The Association of California Water Agencies (ACWA) has taken a position to oppose the bill as currently written. The following passage is taken from Watertaxfacts.org.

While the [ACWA] coalition agrees with the goal of assisting disadvantaged communities without safe drinking water, it believes a statewide drinking water tax is not the right approach to funding safe drinking water solutions. Instead, ACWA is proposing a package of funding solutions that would not require a new tax.

If approved, the bill would force local water agencies to collect taxes on behalf of the State. Secondly, the flat surcharge structure would disproportionately impact lower/fixed income ratepayers the most. Water affordability and low-income rate assistance programs are already being developed by State agencies, which is the preferred funding mechanism for these types of programs.

The following is a list of local agencies and professional groups who have submitted letters of opposition to SB 623.

- Ventura County Economic Development Association
- California Special Districts Association
- Calleguas Municipal Water District
- Camrosa Water District
- Casitas Municipal Water District
- Las Virgenes Municipal Water District
- Santa Clarita Valley Water Agency
- United Water Conservation District

Based on Boardmember feedback, staff recommends submitting a letter to the State in opposition of SB 623 to be included in the public record.



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, May 8, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Historical Vote on California Water Fix
Item No. F-1

INFORMATION:

Metropolitan Water District of Southern California (MWD) provides water from the State Water Project (SWP) coastal counties from Ventura to San Diego and may parts of the inland empire. On April 10, 2018 the MWD voted to fund the entirety of the California Water Fix project, with 61% of member agencies in favor and 39% opposed (weighted by agency size). The tunnels will have enough capacity to convey 9,000 cubic feet per second. For reference, the designed capacity could meet the District's annual water needs in 42 minutes of operation.

Initially, the project costs were planning on being split between SWP contractors and Central Valley Project (CVP) Contractors. However, CVP contractors withdrew support in early 2018 leaving MWD with the option to scale down the project or fund the CVP portion. MWD opted to pursue the project as is to avoid having to redo environmental review and supplement endangered species act permitting.

Once constructed, the average residential user would experience an increase of \$4.80 per month to pay for the Water Fix project, assuming 100% reliance on State Water; since the District is only 20% reliant on State Water, it is expected that District residents would experience a \$1 per month increase. It is worth noting that the District may be more reliant on State Water in the future if groundwater allocations are reduced as a result of the Sustainable Groundwater Management Act (SGMA).

ATTACHMENTS:

1. Presentation – Historical Vote on California Water Fix



California Water Fix – The Historic Vote

MAY 8, 2018– REGULAR BOARD MEETING

AKBAR ALIKHAN, GENERAL MANAGER

Presentation content provided by Calleguas Municipal Water District

1



Presentation Agenda

- Budget process
- Budget to Projected Review
- Budget format changes
- FY 2018 – 2019 Operating Budget
 - Current vs. Previous year comparison
 - Budget highlights
- FY 2018 – 2019 Capital Improvement Program (CIP) Budget
- Adoption Timeline

3/13/2018

2

Fall 2017

One by one, most of the State Water Project Contractors committed to fund their share of WaterFix

- About 90% commitment
- Other SWP contractors interested in buying remainder

Central Valley Contractors did not commit



Why CVP contractors didn't commit



Roger Patterson
Assistant General Manager
Strategic Water Initiatives
Metropolitan Water District

Exchange Contractors: Entities that gave up water rights to be part of the CVP in “exchange” for having first right to CVP water.

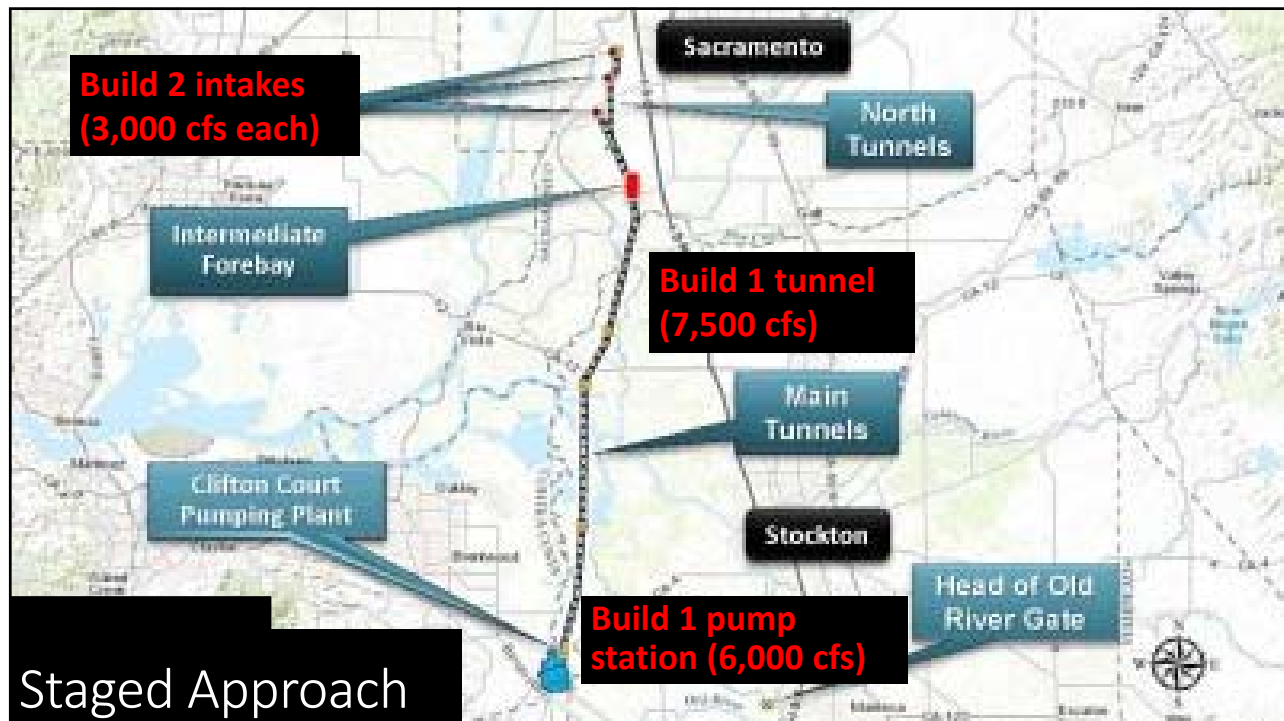


Sacramento Bee

Feb. 7, 2018

The Delta tunnels project was officially downsized Wednesday, as Gov. Jerry Brown's administration announced it would attempt to build a single tunnel.

- One tunnel now
- One more tunnel later



CEQA and Permitting for Staged Implementation

Supplemental EIR

Supplemental Endangered Species Act Permitting

Likely to extend
 permitting past
 Governor Brown's term.



Immediately thereafter...

Delta cities, counties, farmers, and environmental groups filed a motion to halt SWRCB hearings for the permit of a point of diversion from the Sacramento River, arguing that DWR's recent announcement of a phased project, in which one tunnel would be built first with a second tunnel added later, would impair their cases. They said they needed time to prepare revised testimony for a different project.



Then this happened...



Director Atwater
Foothill MWD



Director Peterson
Las Virgenes MWD



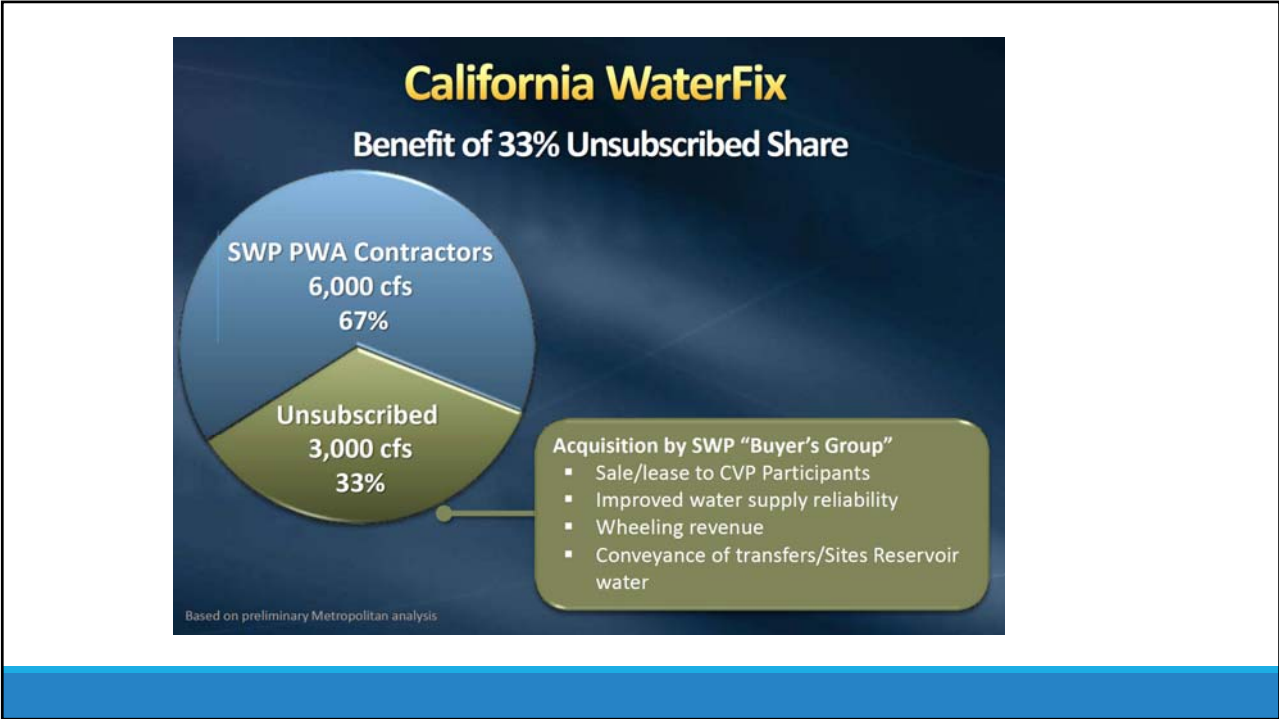
Director Blois
Calleguas MWD



Jeff Kightlinger
General Manager

March 27

Metropolitan staff present to their Board how a two tunnel project would work without up front CVP participation



Metropolitan's Financial Exposure

33% Unsubscribed Share Cost Analysis (2017 Dollars)

	March 2018	Maximum Exposure
	6,000 cfs SWP (67%) 3,000 cfs CVP (33%)	6,000 cfs SWP (67%) 3,000 cfs MWD (33%)
Metropolitan Share	31.6%	64.6%
Metropolitan Capital Cost	\$5.3 billion	\$10.8 billion
Overall Metropolitan Budget Impact		
• Annual Increase	1.1 %	2.2 %
• Overall Increase (at end of 15-yrs) ¹	16 %	33 %
Household Cost²	\$2.40 / month	\$4.80 / month

Board members refused to take no for an answer



Director Barbre
MWD of Orange County



Director Blois
Calleguas MWD

Primary driver: The environmental and permitting delays associated with a phased approach put the entire project at significant risk of never getting built.

Insisted that the Board be given an option to vote to fund the two tunnel approach.



Monday, April 9

The day before the Met Board Meeting
to vote on WaterFix



OFFICE OF THE GOVERNOR
April 9, 2018

Metropolitan Water District
700 North Alameda Street
Los Angeles, CA 90012-2944

Dear Board Members of the Metropolitan Water District of Southern California:

Tomorrow you have a historic decision to make about the future of California and the basic security of our water supply.

The recent drought and unprecedented forest fires make clear that we are facing a new normal when it comes to weather. There is less Sierra snowpack, less rain in the southern part of our state and drier conditions in the eastern Sierra and Colorado River basin. Water historically counted on will not be available in the same quantities or under the same conditions. And let's not forget the ever-present risks in the Delta, including the predicted catastrophic earthquake and continuing environmental decline that put in danger vital water supplies from the State Water Project.

Water agencies and their partners throughout the state have spent years and hundreds of millions of dollars developing the full WaterFix project for a reason: it does the most to prepare for our future. It will capture more water during storm events for storage that can then be used during prolonged droughts or unexpected disruptions. It also does the most to protect water quality and reduce the impact of the existing pumps on native fish.

Staging its construction may seem plausible, but it will actually risk serious delay in permitting and jeopardize the entire project. Overall costs would, of course, rise. That is why I urge the Board to support the full project - without delay.

California is your partner in all efforts to recycle water, capture local storm water, desalinate sea water and clean and replenish groundwater basins. But these sources have very real complexities and will take time. They are a vital future supply but by no means a substitute for the decision you make today.

Your perseverance during the last decade has led California to this moment. Please don't back away now.

Sincerely,

Edmund G. Brown Jr.

GOVERNOR EDMUND G. BROWN JR. • SACRAMENTO, CALIFORNIA 95814 • (916) 443-2841

“Staging its construction may seem plausible, but it will actually risk serious delay in permitting and jeopardize the entire project. That is why I urge the Board to support the full project - without delay.”

Your perseverance during the past decade has led California to this moment. Please don't back away now.”

Monday, April 9
The day before the Met Board Meeting to vote on WaterFix



Mayor Rogers
City of Burbank



Mayor Tornek
City of Pasadena



Mayor Sinanyan
City of Glendale



Directors Vasquez and Gedney
Central Basin MWD Representatives on MWD Board



MEETING	TIME & DATE	LOCATION
Special Meeting of the Central Basin Municipal Water District Board of Directors	2:00 p.m. Monday April 9, 2018	Board Room 1st Floor

Board Agenda

- 3. Discussion for Consideration to Adopt a Resolution in Support for the California WaterFix and Directing the Central Basin Representatives a Metropolitan to Express Support to Proceed with the First Stage of the Project

Director Barbre
MWD of Orange
County

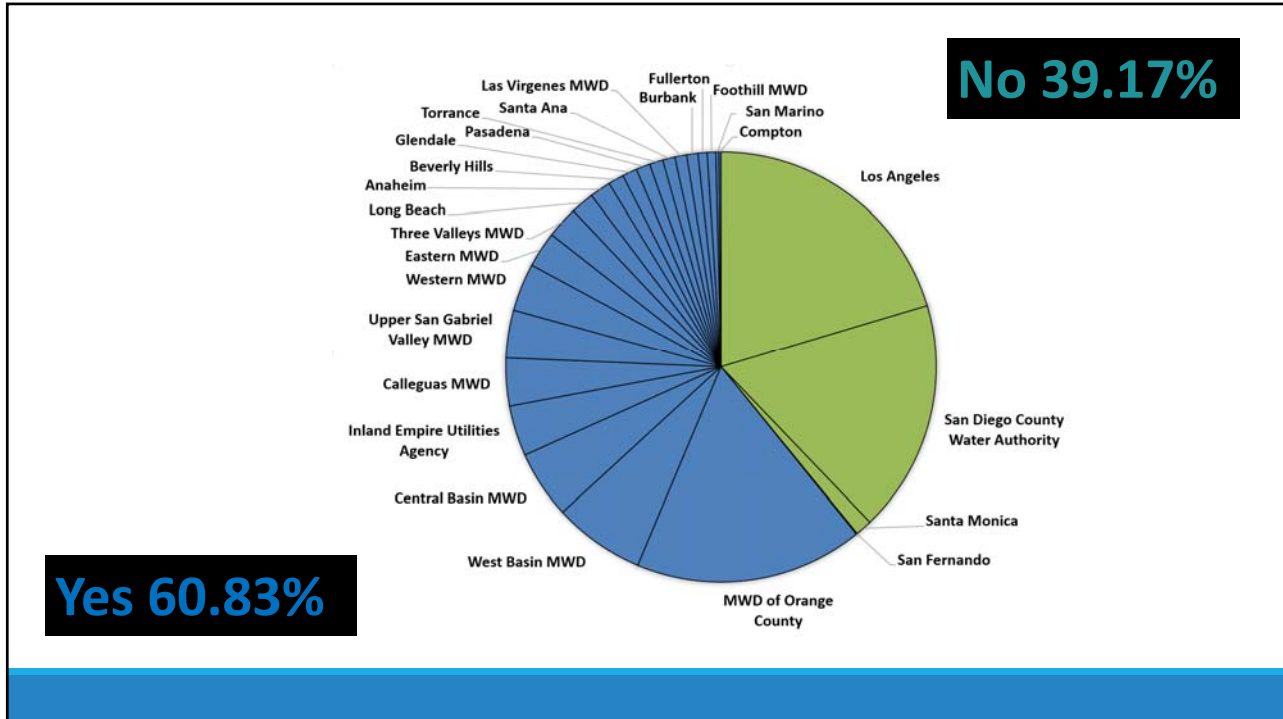


Director Blois
Calleguas
MWD

Tuesday, April 10



The day of the vote on WaterFix



What happens next?

- Form Financing Joint Powers Authority
- Award design contracts
- Obtain Sacramento River point of diversion permit from SWRCB
- Obtain consistency determination from Delta Stewardship Council

Goal: The new governor will not have to make decisions or use any political capital on WaterFix.



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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May 3, 2018

Ventura County Government Center Administration Building - 3rd Floor
Resource Management Agency
Planning Division
800 S. Victoria Avenue
Ventura, CA 93009

Dear Planning Division Staff,

The Channel Islands Beach Community Services District (District) serves water, sewer, and trash services to the unincorporated areas of Silverstrand Beach, Hollywood by the Sea, and Hollywood Beach, all of which are affected by the proposed Short-Term Rental (STR) Ordinance. Our Board recently had the opportunity to review the proposed Ordinance language. Overall, the Board supports the RMA's goals and much of language of the draft Ordinance. The following are requested provisions that our Board would like to have included in the final Ordinance.

- County RMA should maintain website for the public to access owner/manager contact information, in the event local residents need to report nuisances or other issues.
- While the Board understands the purpose of signs on houses to identify which properties are permitted short term rentals, there is concern that these homes could be targeted for burglary/theft. This provision should be reconsidered or patrol of these areas should be enhanced.
- Final Ordinance should specify the minimum number of nights visitors must stay.
- Minimum required stay should be longer in summer months versus winter months.

Again, we appreciate the hard work and outreach on the part of County RMA staff in crafting this Ordinance. We are hopeful that this Ordinance will go a long way in preserving the character and appeal of our community.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Akbar Alikhan', written in a cursive style.

Akbar Alikhan
General Manager

C: Supervisor John Zaragoza



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, May 8, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: PHWA Agenda Review
Item No. F-3

INFORMATION:

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

Date: Monday, May 21, 2018

Time: 4:00 PM

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

Items for Consideration:

1. Special Presentation by Susan Mulligan, General Manager for Calleguas Municipal Water District, on the Historic Vote for California Water Fix
2. Brackish Water Reclamation Demonstration Facility Operational Report
3. Fox Canyon GMA & Groundwater Sustainability Plan (GSP)
4. Fourth Amendment to Agreement for Formation of a Joint Powers Agency

The FY 2018 – 2019 Budget will be considered at the June 18, 2018 PHWA Board Meeting.