

Board of Directors

MARCIA MARCUS, President
SUSIE KOESTERER, Vice President
KEITH MOORE, Director
R.V. "Jim" ESTOMO, Director
ELLEN SPIEGEL, Director

JARED BOUCHARD
General Manager

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

BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

NOTICE IS HEREBY GIVEN that the Board of Directors of the Channel Islands Beach Community Services District will hold A Regular Meeting beginning at 7:00 PM on Tuesday, August 9, 2016. The Meeting will be held at the Hollywood Beach School Auditorium, 4000 Sunset Lane , Channel Islands Beach CA 93035 The Agenda is as follows:

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

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

C. CONSENT CALENDAR:

1. Approve the Agenda Order
2. Financial Reports:
 - a. Cash Disbursal & Receipt Report –July 2016
3. Operations & Maintenance Report –
 - a. July 2016
4. Minutes
 - a. July 12, 2016

D. Action Calendar:

1. Consider Channel Islands Beach Community Services District Combined Water & Sewer Financial Plan and Rate Study prepared by Raftelis Financial Consultants Inc.
Recommendation: Receive Presentation from Raftelis and adopt the report as the Districts approved Financial Plan and Rate Study.
2. Consider transfers of Board Restricted Reserves to align with recommended reserve levels in the adopted District Water and Sewer Financial Plan and Rate Study.
Recommendation: Authorize transfer from Board Restricted Water Repair and Maintenance Reserve in the amounts of \$210,000 to the Water Operating Reserve, \$85,000 to the Water Rate Stabilization Reserve and \$370,000 to a newly established Water Debt Service Reserve.

3. Consider contract with Valve Tek Utility Services Inc. for no discharge water main flushing program in the amount of \$3200/day plus as needed filter changes at \$156 each.
Recommendation: Authorize General Manager to execute the contract & authorize daily work at \$3200/day with an amount not to exceed \$29,000.

E. PUBLIC HEARINGS: TIME CERTAIN HEARINGS

7:00 P.M.

1. (1) Public Hearing on Water rates pursuant to Proposition 218 (California Constitution, article XIID). **Ordinance 85: RATES, FEES, AND REGULATIONS RELATED TO THE PROVISION OF WATER AND WASTEWATER SERVICES AND ADOPTION BY REFERENCE OF PORTIONS OF ARTICLE VII- PUBLIC UTILITIES, CHAPTER 2- SEWER SERVICE OF THE CITY OF PORT HUENEME MUNICIPAL CODE** The Board will conduct a Public Hearing and consider rate increases to Water & Wastewater Service Charges to be held at 7:00 PM.

(2) Adopt Resolution 01-16 - **RESOLUTION to APPROVE AND ADOPT ORDINANCE AMENDING RATES, FEES, AND REGULATIONS RELATED TO THE PROVISION OF WATER AND WASTEWATER SERVICES and ADOPTION BY REFERENCE OF PORTIONS OF ARTICLE VII- PUBLIC UTILITIES, CHAPTER 2 - SEWER SERVICE OF THE CITY OF PORT HUENEME MUNICIPAL CODE**

Recommendation:

- a. Conduct public hearing, receive staff report, receive and file protest letters, public testimony, and close the public hearing.
- b. Adopt Ordinance 85 and perform the second reading in title only.
- c. Adopt Resolution 01-16

7:10 P.M

2. Public Hearing on Solid Waste Service Rates pursuant to Proposition 218 (California Constitution, article XIID). **Ordinance 86: AN ORDINANCE OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ESTABLISHING RATES, FEES AND REGULATIONS RELATING TO SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL AND THE ABATEMENT OF NUISANCES**

Recommendation:

- a. Conduct public hearing, receive staff report, receive and file protest letters, public testimony, and close the public hearing.
- b. Adopt Ordinance 86 and perform the second reading in title only.

7:15 P.M

3. Public Hearing and Adoption of District Fiscal Year 2016/17 Budget

Recommendation:

- a. Conduct public hearing, receive staff report, public testimony, and close the public hearing
- b. Adopt District Fiscal Year 2016/17 Budget

F. INFORMATION CALENDAR

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


F. BOARD MEMBER COMMENTS

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS

H. CLOSED SESSION – None

AGENDA POSTING CERTIFICATION

This agenda was posted Friday, August 5, 2016 by 5:00 PM. The agenda is posted at the District Office and three public notice bulletin boards, which are accessible 24 hours per day. The locations include: Hollywood Beach School, 4000 Sunset, Corner Store, 2425 Roosevelt Blvd. and the District Office, 353 Santa Monica Drive, Channel Islands Beach, CA 93035.



Jared Bouchard
General Manager

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

Channel Islands Beach 2013

8/1/2016 9:28 AM

Register: 1000 - First CA Bank - Checking

From 07/01/2016 through 07/31/2016

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/01/2016	EDEP	DEPOSIT	1200 - Accounts Recei...	Echecks			462.78	545,469.28
07/01/2016	2655	VCSDA	2000 - Accounts Payable	Dues for 7/16 t...	150.00			545,319.28
07/05/2016	2656	ACWA/Joint Powers ...	2000 - Accounts Payable	Workman's Co...	3,428.00			541,891.28
07/05/2016	2657	ACWA/JPIA Health ...	2000 - Accounts Payable		1,095.02			540,796.26
07/05/2016	2658	Alert Communications	2000 - Accounts Payable	A3134C	199.55			540,596.71
07/05/2016	2659	Arco	2000 - Accounts Payable		1,004.60			539,592.11
07/05/2016	2660	Cardmember Service	2000 - Accounts Payable		2,208.72			537,383.39
07/05/2016	2661	CASA	2000 - Accounts Payable	CASA Confere...	550.00			536,833.39
07/05/2016	2662	Data West Corp.	2000 - Accounts Payable	build new rates...	4,320.00			532,513.39
07/05/2016	2663	Dial Security	2000 - Accounts Payable		210.00			532,303.39
07/05/2016	2664	Do It Best Hardware	2000 - Accounts Payable		176.87			532,126.52
07/05/2016	2665	Elecsys Corporation	2000 - Accounts Payable		223.50			531,903.02
07/05/2016	2666	Frontier	2000 - Accounts Payable		357.88			531,545.14
07/05/2016	2667	Golden State Copier	2000 - Accounts Payable	Folding Machi...	1,890.00			529,655.14
07/05/2016	2668	House Sanitary Supply	2000 - Accounts Payable		119.94			529,535.20
07/05/2016	2669	Nationwide Retirement	2000 - Accounts Payable	pr pd 6/18/16/ t...	2,708.07			526,827.13
07/05/2016	2670	Philip's Janitorial Ser...	2000 - Accounts Payable		185.00			526,642.13
07/05/2016	2671	Precious Images	2000 - Accounts Payable	Additional Blu...	816.70			525,825.43
07/05/2016	2672	Proven Print Services	2000 - Accounts Payable		1,031.90			524,793.53
07/05/2016	2673	SCE- Office	2000 - Accounts Payable		278.59			524,514.94
07/05/2016	2674	A to Z Law, LLP	2000 - Accounts Payable		8,603.85			515,911.09
07/05/2016		QuickBooks Payroll ...	-split-	Created by Pay...	19,663.43			496,247.66
07/06/2016	DD	Carol J Dillon	-split-	Direct Deposit		X		496,247.66
07/06/2016	DD	E.D. Brock	-split-	Direct Deposit		X		496,247.66
07/06/2016	DD	Erika F Davis	-split-	Direct Deposit		X		496,247.66
07/06/2016	DD	Jared Bouchard	-split-	Direct Deposit		X		496,247.66
07/06/2016	DD	Jeff W Spieler	-split-	Direct Deposit		X		496,247.66
07/06/2016	DD	Joseph C. Mathein	-split-	Direct Deposit		X		496,247.66
07/06/2016	DD	Lupe C Lopez	-split-	Direct Deposit		X		496,247.66
07/06/2016	DD	Mark A Espinosa	-split-	Direct Deposit		X		496,247.66
07/08/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/7			12,260.02	508,507.68
07/08/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/6			1,492.10	509,999.78
07/08/2016	DEP	DEPOSIT	2050 - Customer Depo...	Dep 7/6			300.00	510,299.78
07/08/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/6			4,455.41	514,755.19
07/08/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/5			5,511.17	520,266.36
07/12/2016	RETCK	Returned Item	1200 - Accounts Recei...	Dies	122.89			520,143.47
07/12/2016	2675	AWA	2000 - Accounts Payable	luncheon-Bouc...	140.00			520,003.47
07/12/2016	2676	Document Systems, L...	2000 - Accounts Payable	hp office	54.19			519,949.28
07/12/2016	2677	FGL Environmental I...	2000 - Accounts Payable		824.00			519,125.28
07/12/2016	2678	Frontier	2000 - Accounts Payable		79.03			519,046.25

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/12/2016	2679	Frontier-Office	2000 - Accounts Payable		414.91			518,631.34
07/12/2016	2680	Office Relief, Inc.	2000 - Accounts Payable		2,226.46			516,404.88
07/12/2016	2681	PHWA	2000 - Accounts Payable		67,716.53			448,688.35
07/12/2016	2682	Port Hueneme Marin...	2000 - Accounts Payable		92.81			448,595.54
07/12/2016	2683	Prime Masonry Mate...	2000 - Accounts Payable		120.96			448,474.58
07/12/2016	2684	Soares, Sandall, Bern...	2000 - Accounts Payable		1,100.00			447,374.58
07/12/2016	2685	SoCalGas	2000 - Accounts Payable		1.89			447,372.69
07/12/2016	2686	Union Bank of Calif...	2000 - Accounts Payable	Sewer Bond Py...	19,685.21			427,687.48
07/12/2016	2687	V3 Printing Corporat...	2000 - Accounts Payable	218 notice mail...	1,928.30			425,759.18
07/13/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/12			1,687.85	427,447.03
07/13/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/12			3,097.23	430,544.26
07/13/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/11			4,483.90	435,028.16
07/13/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/12			3,422.90	438,451.06
07/13/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/11			644.60	439,095.66
07/13/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/11			1,314.02	440,409.68
07/13/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/11			1,015.74	441,425.42
07/13/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/12			2,089.97	443,515.39
07/13/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/13			10,859.53	454,374.92
07/13/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/11			9,630.74	464,005.66
07/13/2016	EDEP	DEPOSIT	1200 - Accounts Recei...	e-checks			28,046.64	492,052.30
07/13/2016	2689	CIBCS-D-Petty Cash	2000 - Accounts Payable		224.93			491,827.37
07/18/2016	2690	Aflac	2000 - Accounts Payable		541.28			491,286.09
07/19/2016	2691	County of Ventura - ...	2000 - Accounts Payable		270.00			491,016.09
07/19/2016	2692	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd 5/16/16 t...	40,020.08			450,996.01
07/19/2016	2693	FedEX	2000 - Accounts Payable		30.24			450,965.77
07/19/2016	2694	Frontier	2000 - Accounts Payable		368.17			450,597.60
07/19/2016	2695	Mission Linen & Uni...	2000 - Accounts Payable		210.45			450,387.15
07/19/2016	2696	Mycol, Inc.	2000 - Accounts Payable		120.00			450,267.15
07/19/2016	2697	Nationwide Retirement	2000 - Accounts Payable	pr pd 7/2/16 to ...	3,000.94			447,266.21
07/19/2016	2698	Office Depot	2000 - Accounts Payable		309.77			446,956.44
07/19/2016	2699	Pacific Couriers	2000 - Accounts Payable		179.74			446,776.70
07/19/2016	2700	Pitney Bowes Inc.	2000 - Accounts Payable		211.06			446,565.64
07/19/2016	2701	SEIU, Local 721	2000 - Accounts Payable	July Dues	167.50			446,398.14
07/19/2016	2702	So. California Edison...	2000 - Accounts Payable		1,343.64			445,054.50
07/19/2016	2703	TC Experts, Inc.	2000 - Accounts Payable		1,504.75			443,549.75
07/19/2016	2704	Time Warner Cable	2000 - Accounts Payable		148.01			443,401.74
07/19/2016	2705	Underground Service...	2000 - Accounts Payable		19.50			443,382.24
07/19/2016	2706	Win-911	2000 - Accounts Payable		495.00			442,887.24
07/19/2016	2707	CalPers	2000 - Accounts Payable		9,211.18			433,676.06
07/19/2016		QuickBooks Payroll ...	-split-	Created by Pay...	19,470.67			414,205.39

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/20/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/13			5,133.54	419,338.93
07/20/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/14			3,084.80	422,423.73
07/20/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/15			3,154.18	425,577.91
07/20/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/20			1,080.91	426,658.82
07/20/2016	DEP	DEPOSIT	2050 - Customer Depo...	Dep 7/19			300.00	426,958.82
07/20/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/15			7,132.32	434,091.14
07/20/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/18			6,722.44	440,813.58
07/20/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 718			818.53	441,632.11
07/20/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/13			809.57	442,441.68
07/20/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/18			9,236.47	451,678.15
07/20/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/20			12,528.66	464,206.81
07/20/2016	DEP	DEPOSIT	2050 - Customer Depo...	Dep 7/1			300.00	464,506.81
07/20/2016	To Print	Carol J Dillon	-split-	Direct Deposit		X		464,506.81
07/20/2016	To Print	E.D. Brock	-split-	Direct Deposit		X		464,506.81
07/20/2016	To Print	Erika F Davis	-split-	Direct Deposit		X		464,506.81
07/20/2016	To Print	Jared Bouchard	-split-	Direct Deposit		X		464,506.81
07/20/2016	To Print	Jeff W Spieler	-split-	Direct Deposit		X		464,506.81
07/20/2016	To Print	Joseph C. Mathein	-split-	Direct Deposit		X		464,506.81
07/20/2016	To Print	Lupe C Lopez	-split-	Direct Deposit		X		464,506.81
07/20/2016	To Print	Mark A Espinosa	-split-	Direct Deposit		X		464,506.81
07/21/2016	EDEP	DEPOSIT	1200 - Accounts Recei...	e-checks			34,960.68	499,467.49
07/21/2016	2708	AT & T	2000 - Accounts Payable		643.13			498,824.36
07/21/2016	2709	CWEA TCP	2000 - Accounts Payable		344.00			498,480.36
07/21/2016	2710	Famcon Pipe and Su...	2000 - Accounts Payable		419.25			498,061.11
07/21/2016	2711	Frontier	2000 - Accounts Payable		34.55			498,026.56
07/21/2016	2712	Port Hueneme Marin...	2000 - Accounts Payable		92.81			497,933.75
07/21/2016	2713	United States Postal ...	2000 - Accounts Payable		1,000.00			496,933.75
07/21/2016	2714	United Water Conser...	2000 - Accounts Payable	Period 1/1/16 t...	4.70			496,929.05
07/22/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/14			1,011.91	497,940.96
07/22/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/22			384.25	498,325.21
07/22/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/21			4,761.27	503,086.48
07/22/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/21			1,046.23	504,132.71
07/22/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/20			19,346.92	523,479.63
07/22/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/21			1,333.91	524,813.54
07/22/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/21			1,524.06	526,337.60
07/22/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/22			15,707.34	542,044.94
07/22/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/22			665.08	542,710.02
07/22/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 722			140.00	542,850.02
07/22/2016	EDEP	DEPOSIT	1200 - Accounts Recei...	e-checks			34,960.68	577,810.70
07/22/2016	2715	Frontier	2000 - Accounts Payable		175.78			577,634.92

Channel Islands Beach 2013

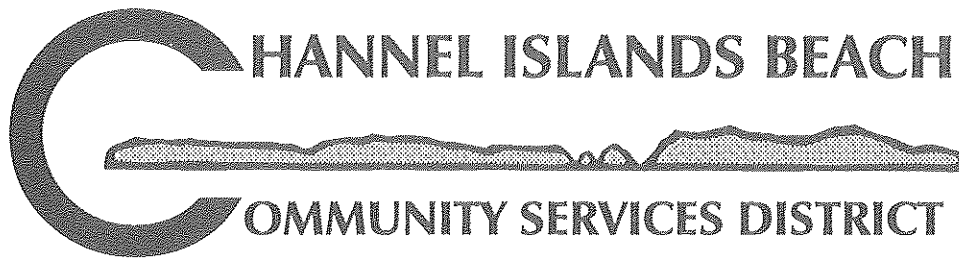
8/1/2016 9:28 AM

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From 07/01/2016 through 07/31/2016

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Payment</u>	<u>C</u>	<u>Deposit</u>	<u>Balance</u>
07/26/2016	2716	John Rodriguez	2000 - Accounts Payable	Case No. 56-20...	2,223.55			575,411.37
07/26/2016	2717	Alert Communications	2000 - Accounts Payable	A3134C	309.17			575,102.20
07/26/2016	2718	Bay Alarm Company	2000 - Accounts Payable	103152	209.25			574,892.95
07/26/2016	2719	CUWCC	2000 - Accounts Payable	2016 Dues	1,256.74			573,636.21
07/26/2016	2720	Xpress Lube	2000 - Accounts Payable	Ford F-150	43.45			573,592.76
07/26/2016	2721	Aflac	2000 - Accounts Payable		541.28			573,051.48
07/26/2016	2722	VCSDA	2000 - Accounts Payable	Jim Estomo Di...	20.00			573,031.48
07/29/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/26			2,870.16	575,901.64
07/29/2016	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 7/27			2,419.54	578,321.18
07/29/2016	DEP	DEPOSIT	2050 - Customer Depo...	Dep 7/27			450.00	578,771.18
07/29/2016	EDEP	DEPOSIT	1200 - Accounts Recei...	e-checks			25,001.00	603,772.18



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Regular Board Meeting August 9, 2016

To: Board of Directors

From: Operations Manager

**Subject: July 2016 Operations Report,
Agenda Item C- 3**

Water System Repairs, Installations and Maintenance Tasks:

- a) District staff replaced 9 residential meters throughout the District.
- b) District staff performed valve turning on Island View and more dirty water calls came in. District Management has suspended routine maintenance valve turning until a main line cleaning of the Silverstrand area and Hollywood by the Sea area is scheduled in late September.
- c) District staff cleaned sand away from hydrants along Ocean Dr.
- d) District staff installed a ¾" Fire Meter at 104 La Brea.
- e) District staff opened 10 meter accounts and closed 17 meter accounts.
- f) SWRCB monthly reports were emailed July 11, 2016.
- g) Water Consumption July 2016:
 - o 51.3 Ac/Ft = 16,727,000 gallons July 2016
 - o 270.1 Ac/Ft Calendar Year-to-date 2016
- h) Meter reading, maintenance, rereads, disconnects, and additional customer service activities are listed on the attached monthly stat sheet.
- i) The District continues to be in a Stage II water supply shortage. This is in compliance with the State Drought Emergency regulation.

Waste Water System Repairs, Installations and Maintenance Tasks:

- a) District staff set up generators at key locations on Silverstrand and Hollywood Beaches in preparation of the holiday. There were no emergencies responded to throughout the holiday weekend.
- b) District staff responded to a high alarm at Panama station. They found both pumps were ragged up and not pumping water. Staff cleared the rags and returned both pumps to normal operations.
- c) District staff cleaned check valves at Los Robles station.
- d) District Staff filed a No Spill report July 7, 2016.
- e) Routine Preventive Maintenance and Inspections were performed throughout the month as well as minor troubleshooting and repairs.

Miscellaneous Tasks in Support of District Operations:

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

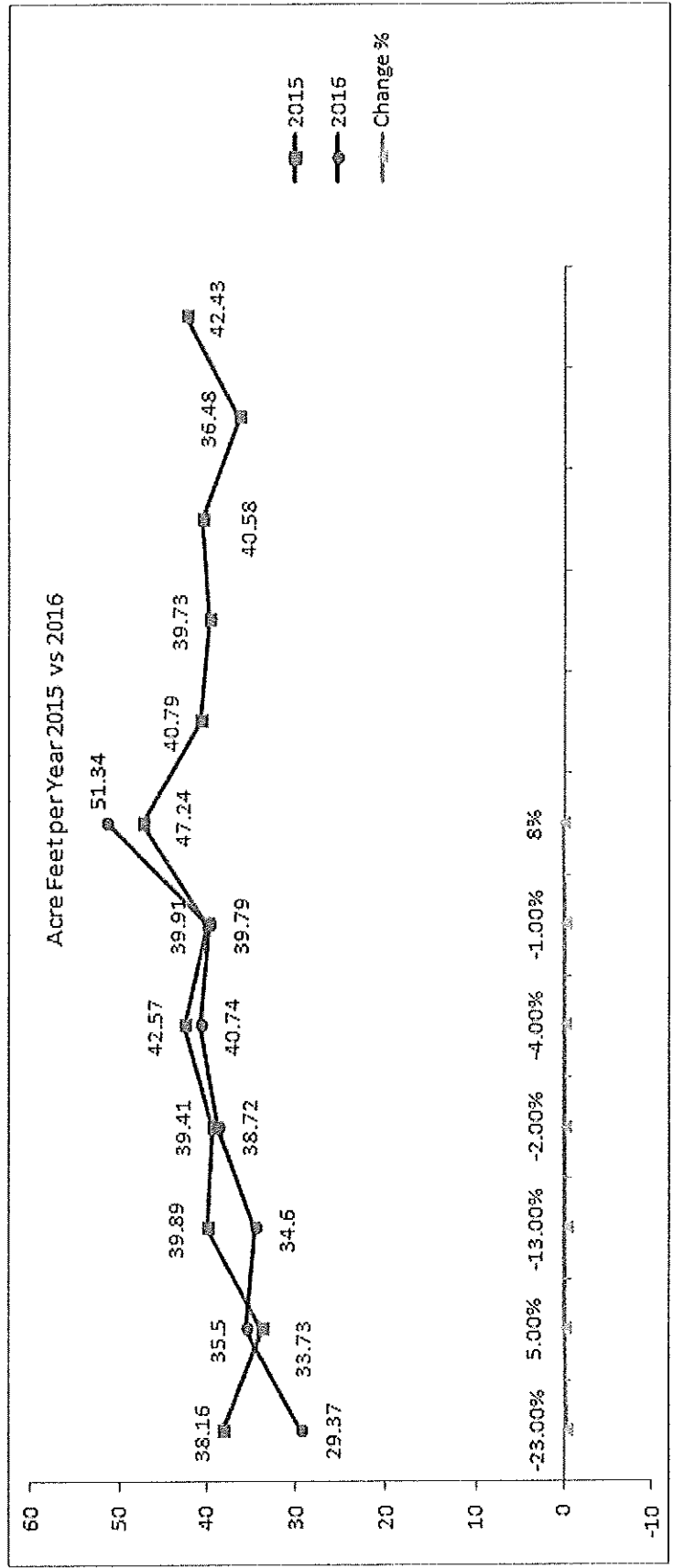
Operations & Maintenance Monthly Statistics Totals
July **2016**

WATER: MAINTENANCE & REPAIRS	Quantity
Emergency Turn Offs	1
Fire Hydrant Service / Flushing	0
Main or Service Line Repairs/Installation	0
Meter Installation (new or construction)	0
Fire Meter / Manifold Installations	1
Meters Replaced	9
Meter Trims/Box/ Covers	8
Meter Relocate (service lines)	0
USA Markings	16
Sampling / Residuals	20
Valve Maintenance/ Exercising Program	6
WATER: CUSTOMER SERVICE	
Door Hangers	62
Re-Reads	28
Meter Reads	1863
Pressure Checks/WaterQuality	11
Disconnect Non-Payment	0
Meter Reconnects/Open	10
Closed Accounts/Final reads	17
Check Meter for Leaks/Repair	1
WASTEWATER: MAINTENANCE AND REPAIRS	
Inspections/Cleaning	2
Preventive Maintenance	20
Repairs/Improvements	1
RUBBISH RELATED TASKS	
Barrel Removals	2
Trash P/U/ Miscellaneous	5
Deliver Trash/Recycle Barrels	1
COMMUNITY SERVICE	
Hand Deliveries	5
Public Notice Postings	5
Miscellaneous	1

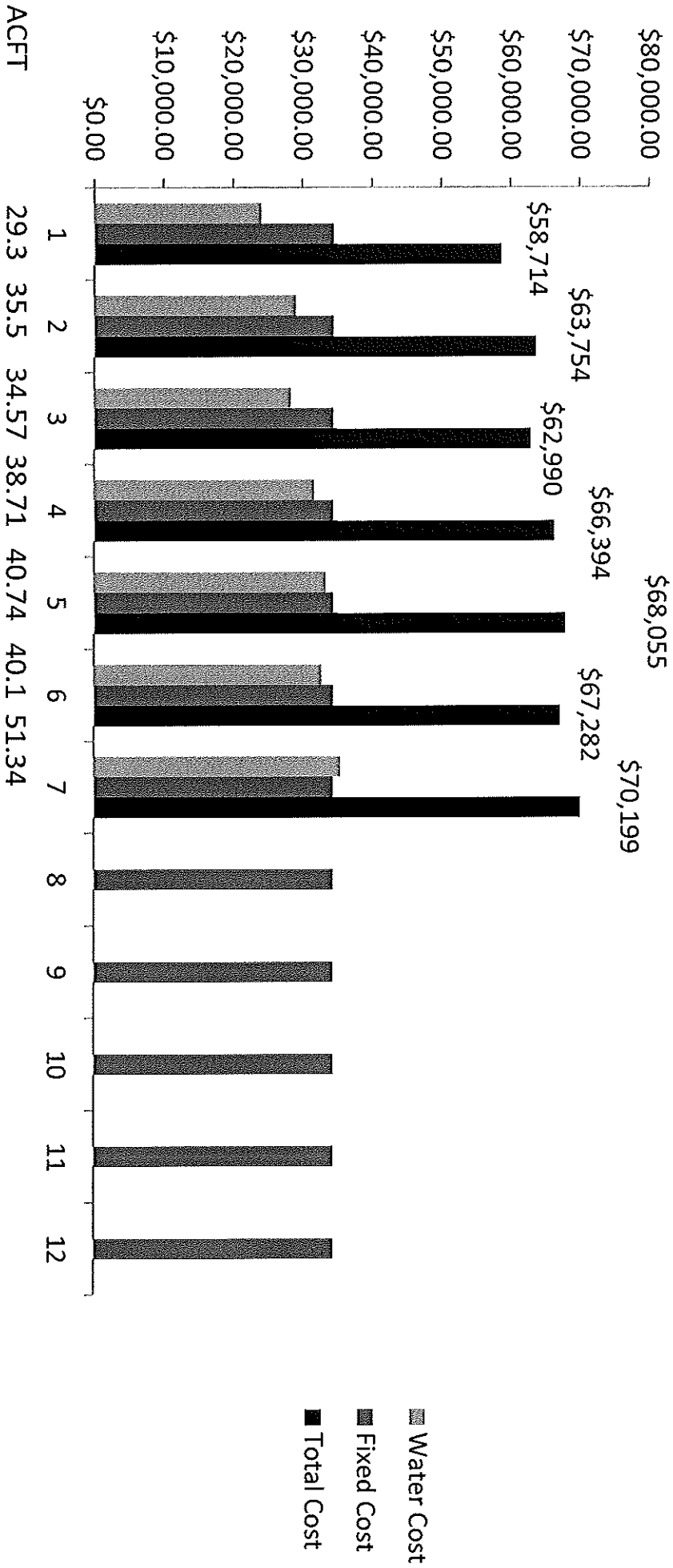
2015		2016		Difference	
Gal/day/person		Gal/day/person		G/D/P	
Jan	44.7	Jan	34.4		-10.3
Feb	39.5	Feb	41.6		2.1
Mar	46.7	Mar	40.5		-6.2
April	46.1	April	45.3		-0.8
May	49.8	May	47.7		-2.1
Jun	46.7	Jun	46.6		-0.1
July	55.3	July	60.1		4.8
Aug	47.8	Aug			
Sept	46.5	Sept			
Oct	47.5	Oct			
Nov	42.7	Nov			
Dec	49.7	Dec			

2013		2016		% difference	
AC/FT		AC/FT		% difference	
Jan	41.17	Jan	29.37		-29%
Feb	37.45	Feb	35.5		-5%
Mar	43.70	Mar	34.6		-21%
April	41.59	April	38.72		-7%
May	46.07	May	40.74		-11%
Jun	51.28	Jun	40.1		-23%
July	53.40	July	51.34		-4%
Aug	51.35	Aug			
Sept	50.07	Sept			
Oct	45.31	Oct			
Nov	40.21	Nov			
Dec	41.39	Dec			
total		542.97	270.4		

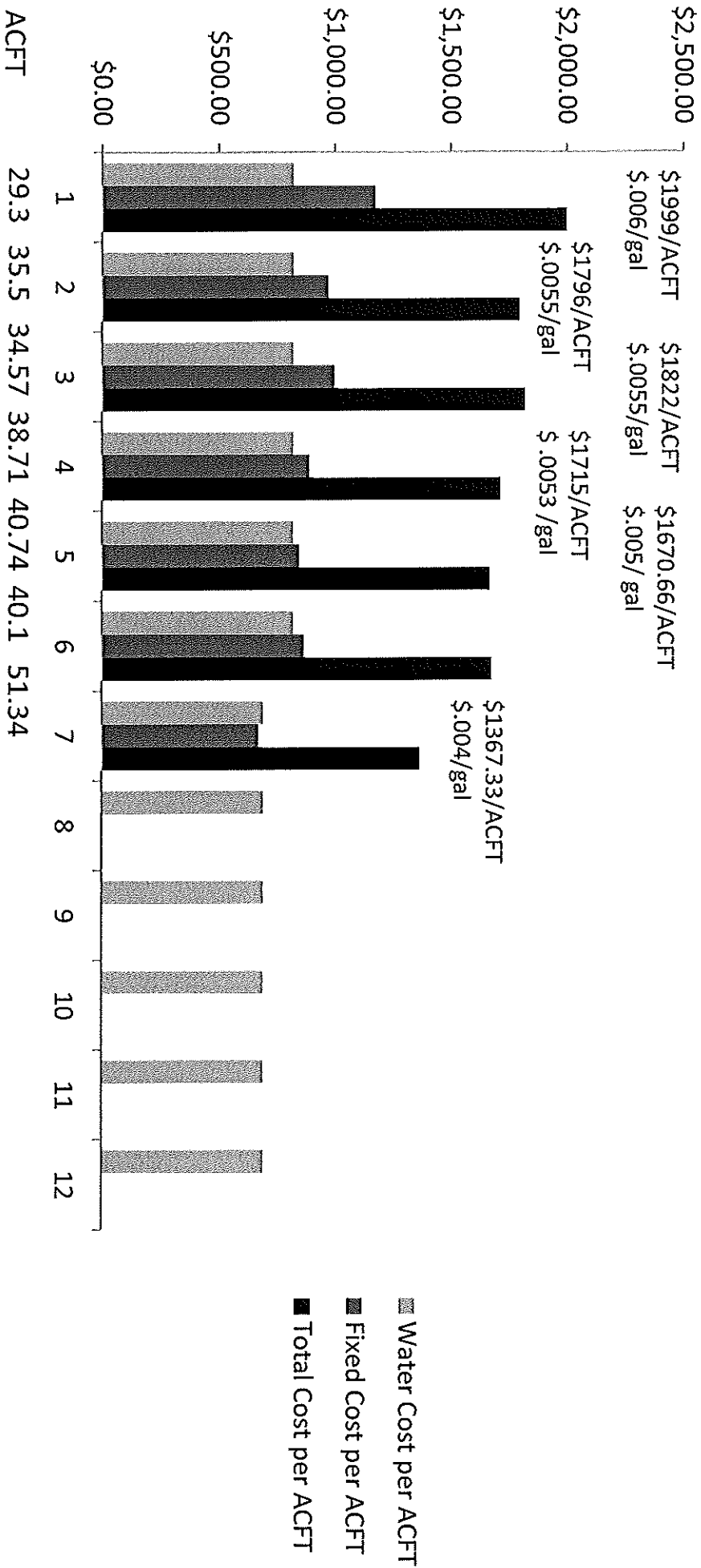
2015		2016		% difference	
AC/FT		AC/FT		% difference	
Jan	38.16	Jan	29.37		-23.00%
Feb	33.73	Feb	35.5		5.00%
Mar	39.89	Mar	34.6		-13.00%
April	39.41	April	38.72		-2.00%
May	42.57	May	40.74		-4.00%
Jun	39.91	Jun	40.1		-1.00%
July	47.24	July	51.34		8%
Aug	40.79	Aug			
Sept	39.73	Sept			
Oct	40.58	Oct			
Nov	36.48	Nov			
Dec	42.43	Dec			
Total		480.92	270.37		



Total Monthly Water Costs 2016



Monthly Water Costs per ACFT 2016



\$2,500.00 \$1999/ACFT \$1822/ACFT \$1670.66/ACFT
 \$2,000.00 \$1796/ACFT \$1715/ACFT
 \$1,500.00 \$1796/ACFT \$1715/ACFT
 \$1,000.00 \$1796/ACFT \$1715/ACFT
 \$500.00 \$1796/ACFT \$1715/ACFT
 \$0.00

1 2 3 4 5 6 7 8 9 10 11 12
 ACFT 29.3 35.5 34.57 38.71 40.74 40.1 51.34

■ Water Cost per ACFT
 ■ Fixed Cost per ACFT
 ■ Total Cost per ACFT

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING, July 12, 2016

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

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

B. PUBLIC COMMENTS:

CHP Officer Tejada told the Board the beach areas were quiet over the 4th of July weekend. President Marcus asked for his assistance getting a "No Outlet" sign posted on the dead end on Ocean Drive.

Resident, Bob Nast, provided the Board with his e-mail regarding baseline water testing. He requested the Board ask our water vendors to perform this test on the water we receive.

C. CONSENT CALENDAR:

Director Moore moved to approve the Consent Calendar as presented. Director Spiegel seconded the motion and the motion passed unanimously.

Marcus, Koesterer, Moore, Spiegel, and Estomo 5 - Yes 0 - No

D. ACTION CALENDAR

1. Consider Resolution 16-04, A RESOLUTION ESTABLISHING TEMPORARY EXPENDITURE AUTHORITY FOR THE PERIOD BEGINNING JULY 1, 2016 THROUGH AUGUST 9, 2016 AUTHORIZING DISTRICT EXPENDITURES NECESSARY TO ENSURE THE DISTRICT PROVIDES FOR PUBLIC HEALTH AND SAFETY, FULFILLS ITS CONTRACTUAL OBLIGATIONS, MAINTAIN COMPLIANCE WITH STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS AND CONTINUES WITH ROUTINE DISTRICT OPERATIONS AND SERVICE TO DISTRICT CUSTOMERS.

General Manager Bouchard explained to the Board that with the delay in approving the 2016/2017 fiscal year budget, the Board needs to approve funds to cover District expenses from July 1, 2016 to August 9, 2016.

After a short discussion Director Spiegel moved to approve and adopt Resolution 16-04. Director Moore seconded the motion and the motion passed unanimously.

Marcus, Koesterer, Moore, Spiegel, and Estomo 5 - Yes 0 - No

2. Consider authorizing Board Member travel related expenses to attend the CASA 61st Annual Conference, August 10-12, 2016

After a short discussion, Director Moore moved to approve Board Member Travel and related expenses. Director Spiegel seconded the motion and the motion passed with a majority vote.

Marcus, Koesterer, Moore, Spiegel, and Estomo 4 - Yes 1 - No, Marcus

3. Consider retaining Teaman, Ramirez and Smith, Inc. as District Auditors for the next 2 years per the option in the current contract.

Vice President Koesterer moved to approve the 2 year option with Teaman, Ramirez and Smith Inc. Director Moore seconded the motion and the motion passed unanimously.

Marcus, Koesterer, Moore, Spiegel, and Estomo 5 - Yes 0 - No

4. Bad Debt Write-Off from FY 14/15 to be written off in Fiscal Year 15/16

General Manager Bouchard told the Board the total amount to be written off for FY 14/15 is \$4,248.70. The amount is divided between Residential for \$2,567.76 and Harbor for \$1,69.94.

Director Moore moved to authorize Bad Debt Write Off in Fiscal Year 14/15 to be written off with the closing of fiscal year 15/16, in the amount of \$4,248.70. Director Estomo seconded the motion and the motion passed unanimously.

Marcus, Koesterer, Moore, Spiegel, and Estomo 5 - Yes 0 - No

5. Consider nomination for Ventura Local Agency Formation Commission on Oversight (LAFCO) Special District Alternate Member.

The Board took no action on this item.

E. INFORMATION CALENDAR:

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

Director Moore attended the AWA Breakfast on June 20, 2016. The discussion centered around water sustainability.

F. BOARD MEMBER COMMENTS:

Director Estomo announced the Annual Chowderfest on July 30, 2016, at the Maritime Museum.

Director Estomo has been attending the Channel Islands Association meetings. At the next Coastal Commission Meeting they will be discussing raising the height on the proposed Casa Sirena Hotel.

Director Estomo said that the area farmers are leaving or scaling back due to the water crisis.

Director Koesterer made a request the General Manager's salary discussion be put on the September 13, 2016 Agenda. This is a discussion continued from April 2016.

President Marcus announced a public hearing at the BISC for the public to hear discussions for this unincorporated area. The hearing is scheduled for the same night as our Board Meeting on August 9, 2016.

President Marcus also announced the discussion of short term rentals at the Supervisors meeting on August 2, 2016 at 1:30 PM.

President Marcus told the Board that the City of Oxnard tore down natural dunes and a fence on the beach at the end of Ocean Drive on Hollywood Beach.

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

The General Manager told the Board that the Staff met with KEH today to begin work on projects and priorities for the Board to discuss in regards to water and waste water.

Mr. Bouchard said he would be gone a few days the first part of August. He also announced that we are getting close to a new agreement regarding the OH Pipeline.

H. CLOSED SESSIONS –

- a) **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION:
(Pursuant to Paragraph 1 of subdivision (d) of Government Code Section 54956.9)**

**Name of case: Rodriguez v. Channel Islands Beach Public Facilities Corporation,
case no. 56-2016-00482602-SC-SC-VTA**

District Counsel, John Mathews, announced the Closed Session Item and the Board went into Closed Session at 8:30 PM .

8:39 PM, District Counsel, John Mathews, announced that the General Manager and General Counsel reviewed the case set forth on the Agenda. The case is under submission with the Superior Court Judge. The District hasn't received a decision yet.

The Board Meeting adjourned at 8:40 PM.

Marcia Marcus, Board President

4/22/14

Dear Channel Islands Beach Community Services District (CIBCSD) Board of Directors and Fellow Hollywood Beach Residents,

Thanks for the opportunity to speak briefly on a subject that not only affects our current safety, health, and environment- but also that of future generations. The reason for this brief is to request the Board conduct expeditious, one-time and modest baseline testing of our sources of drinking water. Such testing will:

1. Benchmark the current quality of CIBCSD customers' drinking water supplies,
2. Provide public notification of possible unsafe levels of "recent" fracking/ acidizing related toxins, carcinogens and endocrine disruptors in CIBCSD water supply. *I consider early notification to be crucial when trying to prevent possible wide- scale and prolonged health issues, and (last but not least)*
3. Provide the CIBCSD and its legal counsel with fact-based evidence required to pursue "successful" legal actions against potentially responsible parties, now and in the future.

Bottom Line: The results stand up in court. They protect our financial, environmental and health related interests at modest costs.

The oil and gas industry would have us believe there is absolutely no risk to public drinking water from fracking. However, based on the growing number of confirmed reports of fracking related groundwater pollution, this baseline testing is vital.

Our current testing protocols, while exhaustive, do not test for many of the proprietary fracking related toxins. They should, in my view.

The fracking related toxic chemicals were formerly kept secret as proprietary data and trade secrets, UNTIL Senate Bill 4, made their reporting mandatory. Others and I provided language during the drafting of SB4, which currently allows for baseline testing of water wells or standing water 1500 ft from any oil well that's being fracked. In retrospect, we didn't go far enough---literally. I personally apologize for that oversight. I'm here today to correct our honest error.

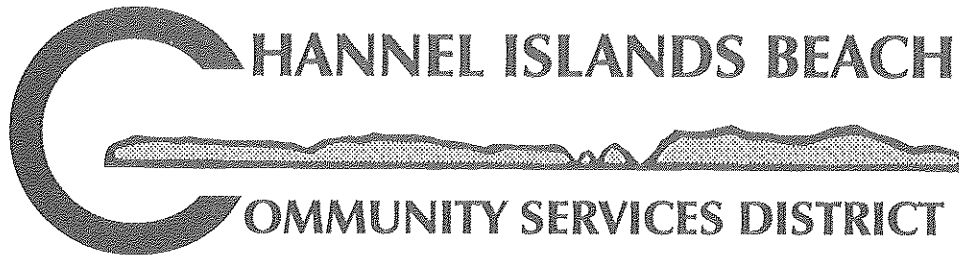
Neither of the District's two sources of procured/imported water (i.e. the Calleguas Municipal Water District (CMWD) and the Metropolitan Water District of Southern California (MWD)) meets the 1500 ft criteria. Therefore, if they are to be baseline tested, we'll have to do it ourselves. Our local governments, which have more at stake, have often proven themselves to be the more responsible and responsive government agencies when countering the known threats posed by fracking and acidizing.

Baseline testing is relatively inexpensive. Doing the math using estimated costs of \$935/water source, CIBCSD can expect to pay a "modest" \$1,870 total one-time cost (i.e. $\$935 \times 2 = \$1,870$) best-case scenario. This figure can grow depending on the type of potential contaminant being targeted.

Many environmental advocates and RL Miller the Chair, of the California Democratic Party Environmental Caucus, indorse this proposal. I quote... "I won't be able to make the meeting tomorrow night. However, I agree with the idea of baseline testing within both Ventura County and the city of Oxnard. Using a cost-benefit analysis, the cost is very reasonable while the potential benefits are huge. It's a small but necessary step the city/county can take before SB4 is

implemented and while we work to pass SB1132 to better protect the citizens of Ventura County from fracking for climate change-exacerbating-dirty oil”.

If we have time, I would be happy to answer any questions. Bob
Nast, 3600 S. Harbor Blvd #148, Oxnard, Ca. 93035
(nofrack@hotmail.com)



Board of Directors

MARCIA MARCUS, President
SUSIE KOESTERER, Vice President
KEITH MOORE, Director
R.V. "Jim" ESTOMO, Director
ELLEN SPIEGEL, Director

JARED BOUCHARD
General Manager

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Regular Board Meeting, August 9, 2016

To: Board of Directors

From: General Manager

Subject: Consider Channel Islands Beach Community Services District Combined Water & Sewer Financial Plan and Rate Study prepared by Raftelis Financial Consultants Inc.

Agenda Item D-1

At the Board's April 28, 2015 regular meeting, the potential impacts of the San Juan Capistrano case were discussed. Specifically, how that case may impact tiered water rates and the appropriateness of delaying proposed increases in the District's tiered rates until the District completes a new water rate study.

A variety of rate increase scenarios had previously been considered by the Board, including those proposed in the 2015/16 Proposition 218 Notice. Staff initially recommended the Board consider the rate increases set forth in the 2015/16 Proposition 218 Notice in order to collect sufficient revenues to fund the budget, including anticipated penalties as well as future capital improvements.

In consideration of the information discussed above, Staff at the time recommended that the Board take the following actions for fiscal year 2015/16: (i) Adopt only the fixed water rate increase of 10% to $\frac{3}{4}$ and 1 inch meter fees without any increase to consumptive water rates and (ii) Instruct District Staff to conduct a water rate study that focuses, in part, on evaluating increases in consumptive rates for all tiers and commercial.

In September of 2015 the District engaged the services of Raftelis Financial Consultants Inc. to prepare a combined Water and Sewer Financial Plan and Rate Study. Since that time the consultant, District Board and staff have worked together to develop policies and rates that supports the District financially and complies fully with requirements of Proposition 218.

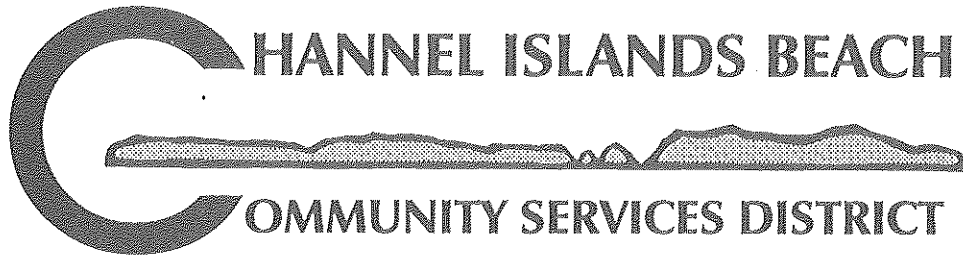
The attached report is the culmination of work products that included development of a financial and rate model. These 2 key components of the study will serve the district for years to come in evaluating our financial position and the need for future revenue adjustments.

Recommendation: Receive presentation from Raftelis and adopt the report as the Districts approved Financial Plan and Rate Study.

	UNRESTRICTED					BOARD RESTRICTED					OUTSIDE RESTRICTED							
	TOTAL	WATER	SEWER	TRASH	COMMUNITY SERVICE	WATER OP RESERVE	WATER RM RESERVE	WATER RATE STAB	WATER DEBT SERVICE	SEWER OP RESERVE	SEWER RM RESERVE	SEWER RATE STAB	TRASH OP RESERVE	TRASH RATE STAB	WATER	SEWER	TRASH	
Audited Income before Interest	451,750	177,764	288,547	11,256	(25,817)													
Add:																		
Depreciation	223,191	113,827	102,688	6,696														
Amortization	46,067	47,197	(1,130)															
Bad Debt Expense	2,357	801	778	778														
LESS: Bad debt included in Audit income	(2,357)	(801)	(778)	(778)														
Loss on Joint Venture	169,082	169,082																
Decrease in Customer Deposit	(9,385)																	
Principle Pymts LTD Pymts on CIP	(337,403)	(252,403)	(85,000)															
Purchase of Assets	(2,451,446)	(18,703)	(13,602)	(6,501)	(1,701)													
Proceed on sale of assets	3,390	1,482	1,085	678	136													
LESS: Gain included in Audit income	(3,097)	(1,363)	(991)	(619)	(124)													
Change in PP & Accruals	298,478	(12,791)	254,658	(1,045)	(2,344)													
Adj net income to draft financials		(9,950)	(9,950)	(9,950)	29,850													
Alloc of CS																		
Net Inc(Dec) in cash B4 Int	(1,669,245)	214,132	536,285	(1,485)	(0)	0	0	0	0	(1,418,593)	0	0	0	(3,112)	(993,460)	(3,111)		
Cash beginning of year	6,755,243	35,000	35,000	35,000	0	138,000	1,470,730	103,896	82,000	1,910,657	777,844	60,000	346,305	393,333	1,337,894	29,695		
Cash @ 6/30/15 B4 Int	5,085,998	249,132	571,285	33,515	(0)	138,000	1,470,730	103,896	82,000	492,064	777,844	60,000	346,305	390,221	344,434	26,584		
AVERAGE CASH	5,920,671	142,066	303,142	34,258	0	138,000	1,470,730	103,896	82,000	1,201,361	777,844	60,000	346,305	391,777	841,164	28,140		
Interest Allocation:																		
Direct Interest	14,982	457	975	110	0	444	4,729	334	264	3,863	2,501	193	1,113	0	0	0		
Total Interest	14,982	457	975	110	0	444	4,729	334	264	3,863	2,501	193	1,113	0	0	0		
Cash @ 6/15 B4 Bid Trans	5,100,980	249,588	572,259	33,625	(0)	138,444	1,475,459	104,220	82,264	495,927	780,345	60,193	347,418	390,221	344,434	26,584		
TRANSFERS		(214,588)	(537,259)	1,375	0	(444)	578,670	0	(264)	537,523	0	(193)	(1,182)	(363,636)	0	0		
Recorded Transfers						210,000	(665,000)	95,000	370,000	235,000	(235,000)							
ACTUAL CASH @ 6/30/15	5,100,980	35,000	35,000	35,000	0	348,000	1,389,129	199,220	370,000	377,000	1,033,450	60,000	346,236	26,583	344,434	26,584		
CASH PER AUDIT	5,100,980						Water 2,296,349			Sewer 1,895,794		Trash 406,236			Total Outside Restricted 397,601			

Transfers within a Utility must = -0-

	Water -	Sewer	Trash	Interest allocation	Rate stabilization	Unanticipated repairs and maintenance
Manual Inputs	(214,588)	(444)	(537,259)	(1,375)	1,080,902	2,422,579
	578,670	(284)	537,523	(1,182)	5,963	7,602
	0	0	0	0	1,417	14,982
	(363,636)	0	0	0		
	0					



Board of Directors

MARCIA MARCUS, President
SUSIE KOESTERER, Vice President
KEITH MOORE, Director
R.V. "Jim" ESTOMO, Director
ELLEN SPIEGEL, Director

JARED BOUCHARD
General Manager

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Special Board Meeting, August 09, 2016

To: Board of Directors

From: General Manager

Subject: Consider contract with Valve Tek Utility Services Inc. for no discharge water main flushing program in the amount of \$3200/day plus as needed filter changes at \$156 each.

Agenda Item D-3

The ground water the District receives from United Water Conservation District via the Port Hueneme Water Agency has changed significantly over the last two years. Namely the water delivered is high in iron and manganese, tds and is not able to be polished through the PHWA treatment process.

Due to the drought the District did not engage in conventional water main flushing the last two years where scouring of the pipes and removal of bio films would be achieved. The combination of not flushing and the delivery of high mineral content water has resulted in significant build up of sediment in the water mains leading to numerous brown water calls.

Attached is a contract to engage the services of Valve Tek INC, to perform zero water discharge flushing for the District in the affected areas. Valve Tek utilizes cutting edge technology know as No DEZ flushing. Not only are the pipes scoured but bag filtration is used to remove sediments and chlorine is added back to the water as it flows through the system. The net result is zero water loss while performing what is really a portable potable water treatment process while scouring the lines and removing bio films and sediment. .

We anticipate completing the project in 8 working days at cost not to exceed amount of \$29,000 including variable cost for replacement bag filters. Staff is requesting authorization for \$29,000 for this contract to be paid for from budgeted funds in the fiscal year 2016/2017 budget.

Recommendation:

Authorize General Manager to execute the contract & authorize daily work at \$3200/day with an amount not to exceed \$29,000.

Channel Islands Beach Community Services District
353 Santa Monica Dr. Chnl Isl Bch, Ca 93035
Telephone 805-985-6021 - FAX 805-985-7156

Some of the important terms of this agreement are printed on Pages 2-4. For your protection, make sure that you read and understand all provisions before signing. The terms on the Pages 2-4 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: Valve Tek Utility Services Inc. DATE: 7-28-2016
Jeff Favina VP Field Ops Agreement No. Cibcsd07282016

The undersigned Contractor offers to furnish the following:

Perform water distribution main flushing at \$3,200.00 per day plus the cost of filter elements at a cost of \$156.00 per set, and a onetime mobilization/demobilization fee of \$1,500.00. Valve Tek to provide 1 employee and Channel Islands Beach CSD (CIBCSD) to provide 1 employee for the duration of the project. The work will be in accordance of the Contract Cost & Proposal for Channel Islands Beach CSD for Jared Bouchard. The work will commence on or near the third week of September and continue until the Silverstrand beach and Hollywood by the Sea areas are cleaned and completed.

Contract price \$ 3,200.00

Completion date TBD

Instructions: Sign and return original. Upon acceptance by CIBCSD, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Channel Islands Beach
CSD

Contractor:

Valve Tek Utilities Services Inc

(Business Name)

By _____

By Jeffrey T. Favina / JEFFREY T. FAVINA

Title _____

Title VP OF FIELD OPERATIONS

Date _____

Date 7/29/16

Other authorized representative(s):

Other authorized representative(s):
John DeMajo

**Channel Islands Beach Community Services District
353 Santa Monica Dr. Chni Isl Bch, Ca 93035
Telephone 805-985-6021 - FAX 805-985-7156**

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Contract price \$ 3,200.00

Completion date TBD

Instructions: Sign and return original. Upon acceptance by CIBCSD, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Channel Islands Beach
CSD

Contractor:

Valve Tek Utilities Services Inc
(Business Name)

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Other authorized representative(s):

Other authorized representative(s):

Contractor or supplier (Contractor), agrees with CIBCSD that:

- a) To the fullest extent permitted by law, Contractor will immediately defend, indemnify and hold harmless CIBCSD, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct of CIBCSD, its directors, officers, employees, or authorized volunteers. Contractor shall immediately defend upon the CIBCSD's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against CIBCSD, its officials, officers, agents, employees and representatives, notwithstanding whether Contractor's liability is or can be established Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by CIBCSD, or its directors, officers, employees, or authorized volunteers.
- b) By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

INSURANCE PROVISIONS

- c) **Commercial General Liability and Automobile Liability Insurance** - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. **General Liability** – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (via ISO endorsement at least as broad as the ISO CG 2503, or ISO CG 2504, provided to CIBCSD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit and shall cover all owned, non-owned, and hired automobiles.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CIBCSD, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement at least as broad as CG 2010 1185 or both CG 2010 and CG 20 37 04 13 forms (if later revisions used) as respects: liability arising out of

activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to CIBCSD, its directors, officers, employees, or authorized volunteers.

2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects CIBCSD, its directors, officers, employees, or authorized volunteers using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by CIBCSD, its directors, officers, employees, or authorized volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CIBCSD, its directors, officers, employees, or authorized volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the CIBCSD.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

All of the insurance shall be provided on policy forms and through companies satisfactory to CIBCSD.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by CIBCSD. At the option of CIBCSD, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by CIBCSD.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with CIBCSD a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the insurance requirements is a material breach of contract.

- d) If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to CIBCSD at least ten (10) days prior to the expiration date. The Contractor shall, upon demand of CIBCSD, deliver to CIBCSD such policy or policies of insurance and the receipts for payment of premiums thereon.

- e) Contractor shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representatives."
- f) Payment, unless otherwise specified on Page 1, is to be ____ days after acceptance CIBCSD.
- g) Permits required by governmental authorities will be obtained at Contractor's expense, and Contractor will comply with applicable local, state and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- h) Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by CIBCSD. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.

MAINTAINING AMERICA'S INFRASTRUCTURE



VALVETEK
UTILITY SERVICES, INC.

Contract Operation Cost & Proposal for Channel Islands Beach CSD 2016

Prepared for: Mr. Jared Bouchard, General Manager
Channel Islands Beach CSD
353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473

Prepared by: Jeff Favina
VP of Field Operations
ValveTek Utility Services Inc.

ValveTek Utility Services wishes to extend Contract Operational NO-DES Water Main Flushing as requested for CIBCSD, with our set costs to flush at **\$3,200.00** per day (**non prevailing wage**) **NOT** including filter elements. Estimated length of NO-DES flushing operations is considered as one week equals five 8 hr. days. This proposal is predicated on the CIBCSD supplying one employee (ValveTek supplying adequate staffing for the project).

ValveTek Utility Services welcomes the opportunity to conduct these contract services of our patented water distribution system flushing process and unit for the CIBCSD. We would greatly appreciate this opportunity and encourage you to have every team member possible from your organization to observe some or all of the NO-DES flushing operations.

Below are the proposed recommended evaluations and associated cost estimates.

Recommended evaluations:

- High concentrations of sand, bio-film, manganese, etc...
- Hill conditions
- Trapped air conditions
- High or low pressure zones (max 150 psi for our demo unit)
- Small mains (4") – Dead end with blow off (please provide blow off connection point equipment with female 2-1/2" fire hose thread)
- Crossing streets with hoses (hose ramp use)

- Main Line Valving operation to create additional flushing loops from one set up location
- Filter bag change out operations

Costs to NO-DES flush per day @ \$3,200.00 per day = \$ 3,200.00
 NON -- PREVAILING WAGE

NOTE: SHOULD PW BE DETERMINED AFTER THE PROJECT IS COMPLETED – CIBCSD WILL BE RESPONSIBLE FOR THE DIFFERENCE IN SCALE

Filter elements Cost \$156 per set (Variable Cost)

Mobilization/Demobilization One Time Fee = \$1,500.00

Invoicing will be conducted on a weekly basis and payment terms are Net 30

Please note that Valvetek Utility Services and the CIBCSD will work together on securing a project start date which will be contained within the Purchase Order. If the customer cancels or reschedules the project within 60 days from that date then a Project Scheduling Fee will be imposed for \$2,500.00.

*For each additional day requested after the initial contract service window completed and concurrent; will be a set cost of \$3,200.00 per/day plus filters (plus \$600.00 for each weekend incurred).

CIBCSD will only be charged for the filters that are used.

Crew Makeup:

CIBCSD will appoint **one** employee at each location to assist the NO-DES operator for the duration of the flushing project. The assigned employee will be referred to as the "flushing crew". The flushing crew is required to secure their own transportation to and from work sites and adhere to all facility policies regarding safety and working conditions.

ValveTek will provide adequate staffing for the project.

Note: It's imperative that the assigned crew remain the same as much as possible throughout the entire flushing contract. Time will be lost due to re-training and the amount of mains flushed could be affected (decreased) if new personnel are assigned mid project.

Equipment:

The NO-DES flushing method and process is designed to address the waste of water, NPDES issues and program costs compared with conventional flushing techniques. The NO-DES flushing system is designed to replace existing, conventional flushing programs that waste vast amounts of water and raise NPDES and other issues.

If a water agency has curtailed, canceled or never implemented any type of regular flushing program, and as a result their distribution system is experiencing heavy build-up of sediment, bio-films, etc. and the commonly associated water quality issues, the NO-DES filters bags might require more change-outs than anticipated.

Sincerely,

Jeff



Jeff Favina
VP of Field Operations
ValveTek Utility Services, Inc.
"Authorized Nationwide Contractor for NO-DES Patented Flushing"
Mobile – 347-739-4674
www.valvetek.net
www.no-des.com





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Regular Board Meeting, August 9, 2016

To: Board of Directors

From: General Manager

Subject: (1) Public Hearing on Water rates pursuant to Proposition 218 (California Constitution, article XIII D).

Ordinance 85: RATES, FEES, AND REGULATIONS RELATED TO THE PROVISION OF WATER AND WASTEWATER SERVICES AND ADOPTION BY REFERENCE OF PORTIONS OF ARTICLE VII- PUBLIC UTILITIES, CHAPTER 2- SEWER SERVICE OF THE CITY OF PORT HUENEME MUNICIPAL CODE

The Board will conduct a Public Hearing and consider rate increases to Water & Wastewater Service Charges to be held at 7:00 PM.

(2) Adopt Resolution 01-16 - RESOLUTION to APPROVE AND ADOPT ORDINANCE AMENDING 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

Agenda Item E-1

Attached for Board review is Ordinance 85 which upon adoption will implement the rate increases for Water and Waste Water as detailed in the water and waste water rate study for fiscal year 2016/2017. With exception of the rate increases the rules, regulations and administrative processes are unchanged from the Districts current operative water and waste water ordinance. Also included is Resolution 01-16 which documents certain measures the Board has considered in adopting these rates and fees.

As part of planning for these increases the District engaged a water and waste water rate study with Raftelis Financial Consultants Inc. and made multiple outreach efforts to notify the public. The study period and outreach efforts included the following notices and opportunities for public input.

1. Rate study period began with a project kickoff meeting in September of 2015
2. Financial plan was presented to the Board and public at a regular meeting November 10, 2015

3. March 08, 2016 the consultant presented proposed Cost of Service based rates at a regular meeting of the Board.
4. March, April, May and June the District included notice in monthly bills of the Districts calendar for budget and rate workshops, these notices included a statement that the public should anticipate rate increases.
5. 4 budget and rate workshops were held April 12 & 26 and May 10 & 24
6. On June 23, 2016 Proposition 218 notices were mailed to all **parcel owners** within the District service area.
7. On July 12, 2016 a public notice was published in the Ventura County Star notifying the public of the Public Hearing date and time and the items to be considered.

The water enterprise rates, revenues and expenses are predicated on a 10% revenue increase. As with waste water rates the rates proposed in this fiscal year are a wholesale modification in user fees from each customer class as a result of the Cost of Service and rate study. Some user classes will see larger increases than others, in fact some customer classes will actually see a reduction in charges.

The need for the revenue 10% revenue adjustment is necessitated by anticipated increased cost of water purchased through the PHWA, reduced sales, capital replacement funding, reserve funding and appropriate set asides for potential new water supply projects and aquifer replenishment charges.

The proposed fixed and variable rates are shown below:

None Harbor Fixed Meter Rates

Non-Harbor	Current	September 15,2016	Rate of Change	July 15,2017	July 15,2018	July 15,2019	July 15,2020
Meter Size							
3/4"	\$29.56	\$32.11	\$2.55	\$34.68	\$36.41	\$37.51	\$38.63
1"	\$58.66	\$50.54	-\$8.12	\$54.58	\$57.31	\$59.03	\$60.80
1 1/2"	\$98.66	\$96.61	-\$2.05	\$104.34	\$109.56	\$112.84	\$116.23
2"	\$161.87	\$151.90	-\$9.97	\$164.05	\$172.25	\$177.42	\$182.74
3"	\$360.74	\$326.98	-\$33.76	\$353.14	\$370.80	\$381.92	\$393.38
4"	\$721.48	\$584.99	-\$136.49	\$631.79	\$663.38	\$683.28	\$703.78

Harbor Fixed Meter Rates

Harbor	Current	September 15,2016	Rate of Change	July 15,2017	July 15,2018	July 15,2019	July 15,2020
Meter Size							
3/4"	\$29.56	\$44.21	\$14.65	\$47.75	\$50.13	\$51.64	\$53.19
1"	\$58.66	\$70.71	\$12.05	\$76.37	\$80.18	\$82.59	\$85.07
1 1/2"	\$98.66	\$136.96	\$38.30	\$147.91	\$155.31	\$159.97	\$164.77
2"	\$161.87	\$216.46	\$54.59	\$233.77	\$245.46	\$252.83	\$260.41
3"	\$360.74	\$468.20	\$107.46	\$505.66	\$530.94	\$546.87	\$563.28
4"	\$721.48	\$839.20	\$117.72	\$906.33	\$951.65	\$980.20	\$1,009.60

Water Variable Rates

	Current	New HCF	September 15,2016	Rate of Change	July 15,2017	July 15,2018	July 15,2019	July 15,2020
Single Family Residential								
Tier 1	0-5 HCF \$2.40	0-5 HCF	\$3.34	\$.94	\$3.61	\$3.79	\$3.90	\$4.02
Tier 2	6-12 HCF \$3.44	6-8 HCF	\$3.87	\$.43	\$4.18	\$4.39	\$4.52	\$4.66
Tier 3	13+ HCF \$4.44	9+ HCF	\$5.38	\$.94	\$5.81	\$6.10	\$6.28	\$6.47
Multi-family Residential per each dwelling unit								
Tier 1	0-5 HCF \$2.40	0-4 HCF	\$3.34	\$.94	\$3.61	\$3.79	\$3.90	\$4.02
Tier 2	6-12 HCF \$3.44	5-6 HCF	\$3.87	\$.43	\$4.18	\$4.39	\$4.52	\$4.66
Tier 3	13+ HCF \$4.44	7+ HCF	\$5.38	\$.94	\$5.81	\$6.10	\$6.28	\$6.47
Commercial	Per HCF \$4.11		\$3.76	-\$.35	\$4.06	\$4.26	\$4.39	\$4.52
Commercial Harbor	Per HCF \$4.11		\$4.39	\$.28	\$4.74	\$4.98	\$5.13	\$5.28
Harbor Irrigation	Per HCF \$4.11		\$4.39	\$.28	\$4.74	\$4.98	\$5.13	\$5.28

Waste Water- In this year due to the implementation of a volumetric waste water rate, increases to customers cannot be clearly identified by a percentage increase. The budget and rates as proposed will result in 6% increase in waste water revenues. However because of the implementation of a volumetric sewer charge and the basis of a cost of service allocation of expenses, the percent of increase to any one user or user classification will vary based on how they use the system.

Increased Waste Water revenues and service fees are required in order to continue to fund capital replacement set asides and plan for increases in service rates from the City of Oxnard to the District for waste water treatment, capital reinvestment and conveyance. The proposed increases from the City of Oxnard are unknown today. Based on information presented to the Oxnard City Council staff would anticipate increases somewhere between 25% and 35%.

The below chart shows a detailed breakdown of the proposed new rate structure and how customers will be impacted those increases.

Sewer Fixed Monthly Charges

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

Sewer Variable Rates

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

Recommendation:

- a. Conduct public hearing, receive staff report, receive and file protest letters, public testimony, and close the public hearing.
- b. Adopt Ordinance 85 and perform the second reading in title only.
- c. Adopt Resolution 01-16

ORDINANCE NO. 85

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

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

SECTION 1: Short Title

The Short Title of this Ordinance shall be: “**CIBCS D 2016/2017 Water and Wastewater Utility Service Fee and Charges Adjustments Ordinance**” and may be cited as such.

SECTION 2: Purpose

The purpose of this Ordinance is to adjust existing water and waste water rates and charges in order to balance revenue projections with expenditure requirements found in the adopted Fiscal Year 2016-17 Budget and to establish sufficient rules and regulations related to wastewater (sewer) service to: (1) prevent the introduction pollutants not customarily found or that are incompatible with the wastewater system, (2) protect District personnel who may be affected by wastewater and sludge in the course of their employment, and (3) enable sufficient control authority to the District in order to comply with local, state and federal wastewater regulations.

SECTION 3: Repeal of Ordinance 83

Ordinance No. 83 regarding the above-referenced fees and charges now in effect is hereby repealed in its entirety.

SECTION 4: Water Service Charges

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

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

Section 4.2: Base Monthly Water Service Charges. The following rates are effective beginning at 12:01am on September 15, 2016:

- (a) Non-Harbor Customers
 - (i) ¾" meter: \$32.11/month
 - (ii) 1" meter: \$50.54/month
 - (iii) 1½" meter: \$96.61/month
 - (iv) 2" meter: \$151.90/month
 - (v) 3" meter: \$326.98/month
 - (vi) 4" meter: \$584.99/month
- (b) Harbor Customers
 - (i) ¾" meter: \$44.21/month
 - (ii) 1" meter: \$70.71/month
 - (iii) 1½" meter: \$136.96/month
 - (iv) 2" meter: \$216.46/month
 - (v) 3" meter: \$468.20/month
 - (vi) 4" meter: \$839.20/month
- (c) Fire Hydrant Construction Meter: \$50.00/month. A minimum charge of \$50.00 will be applied to any account requesting a Fire Hydrant Construction Meter; following the first fully billing cycle, the \$50.00 per month charge will be prorated to reflect the actual number of days of service.

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

- (a) ¾" connection: \$5.46/month
- (b) 1" connection: \$8.24/month

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

- (a) Non Harbor Single-Family Residential Customers
 - (i) Tier 1: \$3.34/HCF for first 0-5 HCF consumed each month
 - (ii) Tier 2: \$3.87/HCF for water consumed between 6-8 HCF each month

- (iii) Tier 3: \$5.38/HCF for water consumed above 8 HCF each month
- (b) Non Harbor Multi-Family Residential Customers
 - (i) Tier 1: \$3.34 per HCF for first 0-4 HCF consumed each month
 - (ii) Tier 2: \$3.87 per HCF for water consumed between 5-6 HCF each month
 - (iii) Tier 3: \$5.38 per HCF for water consumed above 7 HCF each month
- (c) Example. *The monthly billing for a three (3) unit multi-family structure will be calculated as follows:*
 - Up to 12 HCF of water at Tier 1 pricing: {up to 4 HCF of Tier 1 water} x {3 units}*
 - Up to 6 HCF of water at Tier 2 pricing: {up to 2 HCF of Tier 2 water} x {3 units}*
 - Remaining HCF of water at Tier 3 pricing: {all HCF above 18 HCF}*

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

- (a) Non-Harbor: \$3.76 per HCF.
- (b) Harbor: \$4.39 per HCF.

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

- (a) 1" connection: \$5.36/month
- (b) 2" connection: \$10.01/month
- (c) 3" connection: \$20.58/month
- (d) 4" connection: \$38.81/month
- (e) 6" connection: \$104.23/month
- (f) 8" connection: \$217.07/month

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

Section 4.8 Connection Charges Governed by the 1996 Water Service Agreement. All connection charges for water connections made within the Harbor are governed by the 1996 Water Service Agreement.

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

- (a) **Capacity Connection Charge.** Subject to Section 4.8 above, any new development within the District's service area requiring a metered service connection to the District's water mains shall be subject to a capacity-based connection fee according to the following schedule:
 - (i) ¾" connection: \$6,064.00 (based on equivalency factor: 1)
 - (ii) 1" connection: \$12,128.00 (based on equivalency factor: 2)
 - (iii) 1 ½" connection: \$24,252.00 (based on equivalency factor: 4)
 - (iv) 2" connection: \$43,909.00 (based on equivalency factor: 7)

- (v) 3" connection: \$90,946.00 (based on equivalency factor: 15)
- (vi) 4" connection: \$181,893.00 (based on equivalency factor: 30)
- (vii) 6" connection: \$363,786.00 (based on equivalency factor: 60)

(b) **Capacity Connection Charges for Dedicated Fire Protection Connections.** Subject to Section 4.8 above, any development within the District's service area requiring a metered service connection to the District's water mains that will be dedicated solely to fire protection shall be subject to a capacity-based connection fee according to the following schedule:

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

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

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

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

(d) **Connection Charge for Demolished and Replaced Structures.**

- (i) *Structures Replaced Within 5 Years of Demolition.* Any structure proposed for residential, commercial, and/or industrial uses within the District's service area that is being constructed to replace a demolished structure shall **not** be subject to the payment of applicable Connection Charges provided: (1) The structure being replaced was properly connected to the District's sewer system, as evidenced by the payment of past applicable sewer connection charges, and (2) the replacement

structure is constructed within five (5) years from the date of demolition for the structure it replaces. The property owner shall bear the burden of proof as to the above five year time period.

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

Section 4.7 Charges for Modifying Fire Sprinkler System Service Connections.

- (a) Ventura County Fire Protection District ("VCFPD") Ordinance No. 25 requires new homes and/or remodeled homes to install fire sprinkler systems under certain specific conditions. The design of said sprinkler systems will be determined by the VCFPD.
- (b) Charges for all water service modifications or installations required to accommodate fire sprinkler installations utilizing the same size water meter and pipe will be billed at actual cost to the District, plus a 15% administrative fee to cover handling and billing costs on all materials or external costs incurred by the District. An estimate of costs for each installation can be obtained upon request from the District General Manager.
- (c) If VCFPD determines a larger diameter meter or pipe is necessary to comply with its Ordinance Code, then fees for such replacement equipment shall be calculated in accordance with Section 6.6(d) of this Ordinance.

SECTION 5: Sewer Service Charges

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

- (a) "Equivalent Residential Unit" or "ERU" shall mean:
 - a. One (1) freestanding single-family residence; or
 - b. Any dwelling unit, attached or detached, designed to be an independent dwelling

unit; or

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

SECTION 5.2: Monthly Base and Variable Sewer Rates. The sewer rates shall be comprised of a monthly base service charge in addition to variable charges based on usage according to the following schedule of rates effective beginning at 12:01am on September 15, 2016:

- (a) Monthly Base Rates (based on type of connection):
 - (i) Single Family Residential: **\$22.17** per month per connection
 - (ii) Multi Family Residential: **\$17.73** per month per ERU behind connection
 - (iii) Sewer Service Only: **\$17.73** per month per ERU behind connection
 - (iv) School: **\$130.99** per month per connection

- (v) Commercial I – Low: **\$20.86** per month per connection
- (vi) Commercial III – High: **\$52.59** per month per connection
- (b) Variable Rates (based on metered water consumption and listed RTS):
 - (i) Single-Family Residential: **\$5.23** per HCF per month; calculated at 93% RTS
 - (ii) Multi-Family Residential: \$5.23 per HCF per month for each metered connection; calculated at 94% RTS
 - (iii) Sewer Service Only: \$5.23 per HCF per month for each metered connection; calculated at 94% RTS
 - (iv) School: \$4.99 per HCF per month for each metered connection; calculated at 100% RTS
 - (v) Commercial I – Low: \$5.05 per HCF per month for each metered connection; calculated at 100% RTS
 - (vi) Commercial III – High: \$6.27 per HCF per month for each metered connection; calculated at 100% RTS

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

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

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

(c) Connection Charge for Demolished and Replaced Structures.

- (i) *Structures Replaced Within 5 Years of Demolition.* Any structure proposed for residential, commercial, and/or industrial uses within the District’s service area that is being constructed to replace a demolished structure shall **not** be subject to the payment of applicable Connection Charges provided: (1) The structure being replaced was properly

connected to the District's sewer system, as evidenced by the payment of past applicable sewer connection charges, and (2) the replacement structure is constructed within five (5) years from the date of demolition, for the structure it replaces. The property owner shall bear the burden of proof as to the above five year time period.

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

SECTION 6: Charges and Requirements for Remodelling, 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 September 15, 2016.

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 **9th day of August, 2016**, by the following vote:

AYES: Directors:

NOES: Directors:

ABSENT: Directors:

MARCIA MARCUS, BOARD PRESIDENT

ATTEST:

APPROVED AS TO FORM:

JARED BOUCHARD, SECRETARY
BOARD OF DIRECTORS

JOHN MATHEWS
GENERAL COUNSEL

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

**BOARD OF DIRECTORS
RESOLUTION 16-01**

**RESOLUTION to APPROVE AND ADOPT ORDINANCE AMENDING 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**

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

WHEREAS, the District's powers are enumerated in Government Code Section 61600 and include the power to: (1) supply water for domestic use, irrigation, sanitation, industrial use, fire protection, and recreation within the District under Government Code Section 61600(a); (2) collect, treat, or dispose of sewage (herein after sometimes referred to as "wastewater"), waste, and storm water within the District under Government Code Section 61600(b); and (3) collect or dispose of garbage and refuse matter within the District under Government Code Section 61600(c); and

WHEREAS, the District may prescribe, revise, and collect rates and other charges for the services and facilities it provides under Government Code Section 61621; and

WHEREAS, the District requires all properties within the District's service area desiring any one of the above utility services to obtain all of these services from the District; and

WHEREAS, the District requires that all properties connected to the District's water mains to be connected via appropriately sized and metered water main lateral connections and appropriate sewer connections based on industry-wide engineering standards; and

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

WHEREAS, the District commissioned a reputable, nationally-recognized financial consultant to complete a detailed rate study into its water, waste water, and sewage rates to determine how rates should be adjusted to best follow a cost-of-service approach to assessing fair rates to all of the District's ratepayers; and

WHEREAS, the District has provided written notice pursuant to California Proposition 218 to all property owners and residents within the District's service area regarding the proposed

adjustment to the water and wastewater rates and fees, and held a public hearing regarding the proposed adjustments on August 9, 2016.

WHEREAS, the Board conducted a duly noticed public hearing on the Recommended Fiscal Year 2016-17 Annual Budget during their August 9, 2016 Meeting, concluding in the adoption of the Fiscal Year 2016-17 Annual Budget during the August 9, 2016 Meeting; and

WHEREAS, the Final Fiscal Year 2016-17 Annual Budget for the District requires periodic adjustments to water and waste water utility rates and fees in order to balance revenue projections with expenditure requirements; and

WHEREAS, the District's Board of Directors (hereinafter "District Board") finds these adjustments to water service rates are for the purpose of covering the direct and indirect costs incurred by the District in the provision of service to its customers, including, but not limited to: 1) water production; (2) water quality control; (3) professional and technical service rates; (4) water system operations and maintenance; (5) acquisition of water system equipment and supplies, (6) water meter installation, service and repair expenses, (7) operating the water conservation program; (8) administrative overhead; (9) contractual obligations for services provided by other entities; (10) general building, equipment and grounds maintenance expenses; (11) salaries and benefit costs; (12) adequate contributions to the capital facilities and improvements repair and replacement fund to offset depreciation of fixed assets; (13) servicing debt obligations; and (14) providing adequate appropriations for contingency reserves; and

WHEREAS, the District Board finds these adjustments to sewer service rates are for the purpose of covering the direct and indirect costs incurred by the District in the provision of service to its customers, including, but not limited to: (1) administrative overhead; (2) contract service charges and rates; (3) general building, equipment and grounds maintenance expenses; (4) salaries and benefit costs; (5) professional and technical service rates; (6) adequate contributions to the capital facilities and improvements repair and replacement fund to offset depreciation of fixed assets; (7) servicing debt obligations; (8) providing adequate appropriations for contingency reserves; (9) meeting contractual expenses incurred by the City of Oxnard to accept, transport and treat sewer effluent generated by the District's customers at the Oxnard Regional Wastewater Treatment Plant; and (10) meeting contractual expenses incurred by the Ventura Regional Sanitation District (VRSD) and the City of Port Hueneme (COPH) in the operation and maintenance of the District's sewer collection system; and

WHEREAS, the District Board finds that the adoption of the proposed Ordinance is a project exempt from the requirements of the California Environmental Quality Act ("CEQA") (Pub. Res. Code, § 21000 et seq.) because it meets the statutory exemption from CEQA for projects involving fees, and specific adjustments to these fees contained in this Ordinance, because they are actions taken to: (1) meeting general administrative and operating costs incurred in the provision of said services, as enumerated above; (2) purchasing or leasing of supplies, equipment or materials; and (3) meeting financial reserve needs and requirements. Pub. Res. Code § 21080(b)(8) and tit. 14, Calif. Code of Regs., § 15273.

NOW, THEREFORE, BE IT RESOLVED, in accordance with its vested statutory

authority and upon the recitals and findings set forth above, the District Board approves and adopts Ordinance 85 attached hereto and incorporated by reference; and

BE IT FURTHER RESOLVED, the District Board directs and authorizes the General Manager or his designee to prepare and file a Notice of Exemption for this Ordinance approval project in accordance with the terms and conditions of tit. 14, Calif. Code of Regs., § 15062.

PASSED, APPROVED and ADOPTED by the Channel Islands Beach Community Services District Board of Directors on this **9th day of August, 2016**, by the following vote:

AYES: Directors:

NOES: Directors:

ABSENT: Directors:

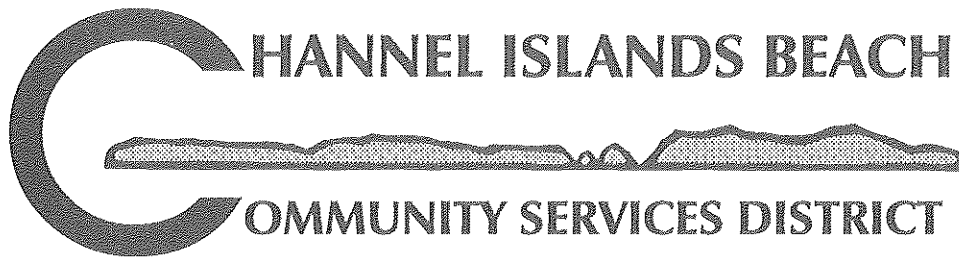
MARCIA MARCUS, BOARD PRESIDENT

ATTEST:

APPROVED AS TO FORM:

JARED BOUCHARD, SECRETARY
BOARD OF DIRECTORS

JOHN MATHEWS
GENERAL COUNSEL



Board of Directors

MARCIA MARCUS, President
SUSIE KOESTERER, Vice President
KEITH MOORE, Director
R.V. "Jim" ESTOMO, Director
ELLEN SPIEGEL, Director

JARED BOUCHARD
General Manager

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Regular Board Meeting, August 9, 2016

To: Board of Directors

From: General Manager

Subject: Public Hearing on Solid Waste Service Rates pursuant to Proposition 218 (California Constitution, article XIID). **Ordinance 86: AN ORDINANCE OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ESTABLISHING RATES, FEES AND REGULATIONS RELATING TO SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL AND THE ABATEMENT OF NUISANCES.** The Board will conduct a Public Hearing and consider rate increases to Solid Waste Service Charges to be held at 7:00 P.M.

Agenda Item E-2

Attached for Board review is Ordinance 86 which upon adoption will implement the rate increases discussed for Solid Waste Service. With exception of the rate increases the rules, regulations and administrative processes are unchanged from the Districts current operative solid waste ordinance

If adopted the rates would become effective September 15, 2016. The rate increases are a 2.5% increase in monthly flat rate charges and all other special service charges. Monthly residential base service rate will increase from \$28.22 to \$28.93 or \$.71 /month

Solid Waste service fee increases are necessary in part, to fund a .74% increase in fees paid to Harrison Industries. Additionally, the fee increase is designed to ensure long term rate stability by continuing to subsidize the rates with the Board established rate stabilization fund. If the District were to not increase by the additional 1.75% over and above the passed through .74% increase to Harrison, the rate stabilization would be dissolved at an accelerated pace. This year we are proposing using \$22,723 of the rate stabilization fund. This will leave the rate stabilization fund with a balance of approximately \$320,000

Recommendation:

- a. Conduct public hearing, receive staff report, receive and file protest letters, public testimony, and close the public hearing.
- b. Adopt Ordinance 86 and perform the second reading in title only.

ORDINANCE NO.86

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

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

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

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

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

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

WHEREAS, the District's Board of Directors conducted a duly noticed public hearing on the Recommended Fiscal Year 2016/17 Annual Budget during their August 9, 2016 Meeting, concluding in the adoption of the Fiscal Year 2016-17 Annual Budget during the August 9, 2016 Meeting; and

WHEREAS, the adoption of a Final Fiscal Year 2016-17 Annual Budget for the District requires periodic adjustments to existing water, wastewater and/or trash utility rates and fees in order to balance revenue projections with expenditure requirements; and

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

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

Section 1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Intent.

Pursuant to the statutory authority enumerated in California Government Code Section 61600 and Public Resources Code Section 40059, it is the declared intent of District to provide for the collection and removal of trash, garbage and refuse from real property within District in accordance with the provisions of this ordinance, any rules and regulations of District adopted pursuant to this ordinance, and the terms and conditions of any contract between District and Contractor(s) pursuant to this ordinance.

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

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

Section 4. Supervision of Collection

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

B. The Board of Directors of District may by resolution adopt rules, regulations, terms and conditions governing the collection, removal and disposal of garbage and refuse, which are not inconsistent with the provisions of this ordinance.

Section 5. Eligibility for Service.

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

Section 6. Owners' and Occupants' Exemption.

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

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

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

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

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

Section 9. Solid Waste & Recycle Containers.

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

the District.

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

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

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

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

F. Excess Solid Waste Surcharges. The Manager in his discretion may impose an excessive solid waste volume surcharge upon any owner or occupant who repeatedly sets out for pick-up a volume of solid waste in excess of the weekly limits as specified in Section 11. The amount of surcharge shall be \$35.00 for each additional full solid waste container utilized to pick up excess solid waste, or a pro-rated amount depending upon the volume of excess solid waste. For example, use of an additional half-container for excess solid waste shall result in a \$17.50 surcharge. Prior to levying such surcharges, the District shall either personally deliver or mail at least (1) written notice, by regular first-class mail, to the owner or occupant, warning them of the levying of such a surcharge or fine in the event of future non-compliance.

G. Recycling Surcharges. The Manager in his discretion may impose a Failure to Recycle Surcharge upon any owner or occupant who causes solid waste, hazardous, e-waste or other non-recyclable materials to be placed in recycle containers. The same surcharge may be imposed on any owner or occupant who repeatedly causes recyclable materials to be placed in

the solid waste containers. The amount of the surcharge shall be \$25.00 for each recycle container contaminated with solid waste, hazardous waste, e-waste or other non recyclable materials.

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

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

Section 11. Limitations on Amount of Solid Waste.

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

Section 12. Holiday Collection.

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

Section 13. Placement of Trash Containers.

A. No owner or occupant or any other person shall place or cause to be placed any trash containers on any sidewalk, street, road or highway within District at any time other than on the days established for the collection of trash on the particular route, or before 5 p.m. on the days immediately prior to such collection, or permit such containers to remain there after 7 p.m. on the day of collection. Any trash containers placed for collection shall be placed within two (2') of the curbside. Subject to Section 13, Subsection C, after collection of trash, the trash containers shall be removed and returned to an area within the property where such containers cannot be viewed from adjacent properties or from any street, road or highway in front of or to the rear of said property. Pursuant to Subsection E of this Section, the Manager in his discretion may impose a surcharge or fine on any owner, occupant or person who violates the provisions of this section.

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

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

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

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

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

Section 14. Unlawful Collection or Interference.

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

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

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

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

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

B. It shall be unlawful for any person, other than Contractor, or an independent contractor as specified herein, or an owner or occupant as specified in Section 6

herein, to remove or convey, or cause or permit to be removed or conveyed, any "solid waste", "recyclable materials", or "green waste" as defined herein upon or along any public sidewalk, highway, street, boulevard, court, way or alley within the District, or engage in the business of trash collection, removal and disposal within the District, including the collection and disposal of "solid waste", "recyclable materials", or "green waste" as defined herein.

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

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

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

Section 15. Receptacles to be Kept Clean.

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

Section 16. No Burning.

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

Section 17. Agreement Between District and Contractor.

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

Section 18. Contracts and Length of Term.

The actual number of trash collection contracts to be issued and outstanding at any particular time shall be in the sound legislative discretion of the Board of Directors of District, based upon the Board of Directors' assessment of District's needs and the public interest, safety,

health and general welfare. The duration of any collection contract awarded by District shall not be longer than five years 62 months. District by contract may limit the area or customers within District which may be served by any Contractor. District may condition issuance of a Contractor's agreement or renewal of such agreement upon any terms, as it may deem desirable or necessary to protect the public interest.

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

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

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

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

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

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

C. Equipment Specifications.

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

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

required to absorb and clean any liquid spills.

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

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

D. Collection of Trash.

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

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

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

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

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

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

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

E. Complaints.

Contractors shall maintain a written record of all complaints received regarding Contractor's services, trash containers, or any aspect of Contractor's performance, including the name and address of the complaining party, a description of the complaint, the time the complaint was received, the action taken in response to the complaint amid the time the responsive action was taken. The record should be kept at Contractor's office and shall be available for inspection or duplication at all reasonable times by the District's representatives. Should any owner or occupant report to the Manager that a complaint has not been resolved to the complaining party's satisfaction, the Manager may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or actions taken to resolve said complaint. If it is the opinion of the Manager that Contractor's remedies proposed amid actions taken are insufficient to adequately resolve said complaint; the Manager may require Contractor to carry out an alternative remedy process intended to resolve the complaint. Said remedies shall be carried out at no cost whatever to District unless otherwise specified by the Manager.

F. Permits.

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

G. Reports and Financial Information.

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

H. "Special Service" Collections.

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

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

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

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

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

A. Repeal or amend the whole or any provision of this ordinance.

B. Exclusively undertake all trash collection within District; or grant to, amid contract with one or more persons for collection of trash within District.

C. Require Contractor(s) to deposit refuse collected within District at a legal disposal site specified by District located outside District boundaries.

D. Require Contractor(s) to collect and dispose of trash collected within District in a manner or according to methods prescribed by District.

E. Establish specific routes within District for Contractor(s) amid to limit a Contractor's operations within District to such routes.

Section 25. Trash Collection Rates.

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

B. Upon adoption of this ordinance by the Channel Islands Beach Community Services District Board of Directors, the following rates shall become effective September 15, 2016 at 12:01a.m and shall be subject to periodic adjustment by the Board of Directors.

C.

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

1/Week Pick-Up Standard Service:	\$28.93/container/mo.
1/Week Walk-In Service:	\$46.03/container/mo.
2/Week Walk in Service	\$92.06/container/mo
Additional Empties (Barrels)	\$10.16/container
1/Week Pick-Up Comm. 96 Gal	\$39.14/container/mo.

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

1/Week Pick-Up Bin Service:	\$161.42/bin/mo.
2/Week Pick-Up Bin Service:	\$248.84/bin/mo.
3/Week Pick-Up Bin Service:	\$319.80/bin/mo
1 time additional empty	\$66.37/bin/empty
Comm. 1 ½ YD 1/wk	\$105.62
Comm. 1 ½ YD 2/wk	\$175.34
Locks for Comm. Bins	\$2.61

(3) Additional Barrels:
64 gallon Solid Waste \$14.97/container/mo.

	64 or 96 gallon Recycle	\$2.72/container/mo
	Additional Trash Walk In	\$22.69/Container/mo
	Additional Recycle Walk In	\$6.69/Container/Mo
(4)	Temporary 3 cubic-yard bin (delivery, initial load and removal included)	\$97.38/bin
	Additional Dumps (each empty)	\$97.38/bin
	Daily Rental Fee	\$2.36/day after 7 days

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

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

Section 26. Compensation of Contractors.

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

Section 27. Billing of Charges.

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

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

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

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

Section 28. No Assignment or Transfer.

No Contractor shall assign or transfer its rights wider its contract with District to any

other person without the advance written consent of the district.

Section 29. Termination of Contract.

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

Section 30. Abatement of Nuisances.

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

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

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

Section 31. Exceptions for Practical Difficulty.

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

Section 32. Repeal of Prior Ordinance.

District Ordinance No. 78 relating to trash collection and disposal is hereby repealed.

Section 33. Publication.

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

Section 34. Severability.

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

Section 35. Effective Date.

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

Passed, approved and adopted this 9th day of August 2016 by following vote of the Board of Directors:

Ayes:

Nays:

Absent:

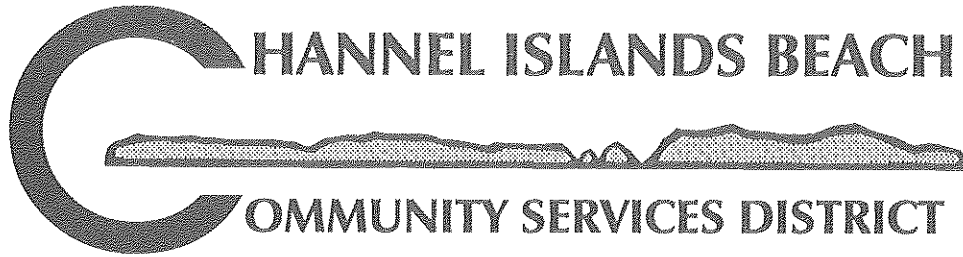
Marcia Marcus, President
Board of Directors

Attest:

Approved As To Form:

Jared Bouchard, General Manager

John Mathews, District Counsel



Board of Directors

MARCIA MARCUS, President
SUSIE KOESTERER, Vice President
KEITH MOORE, Director
R.V. "Jim" ESTOMO, Director
ELLEN SPIEGEL, Director

JARED BOUCHARD
General Manager

353 Santa Monica Drive • Channel Islands Beach, CA 93035-4473 • (805) 985-6021 • FAX (805) 985-7156
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Regular Board Meeting, August 9, 2016

To: Board of Directors

From: General Manager

Subject: Public Hearing and Adoption of District Fiscal Year 2016/17 Budget. Public hearing to be held at 7:15 P.M.

AGENDA ITEM E-3

Attached for Board review are copies of the proposed budget. District expenditures for fiscal year 2016/17 are allocated by enterprise (*water, sewer and trash*) within the budget. Each utility is allocated its proportional share of general maintenance expenses, salaries and benefits and administrative expenses, detailed in line items 44 through 93. Direct costs associated with each enterprise are detailed within the respective utilities operating expenses line items.

The budgeted expenses, revenues and rates in the water and wastewater enterprises are commensurate with the revenues, expenditures and rates detailed in the Rate and Cost of Service Study that was presented to the Board in March 2016. The Solid Waste Enterprise revenues, expenditures and rates were not part of the rate study in large part due the fact this a contracted service and the contract service fees dictate the need for revenue and rate adjustments.

Recommendation:

- a. Conduct public hearing, receive staff report, public testimony, and close the public hearing
- b. Adopt District Fiscal Year 2016/17 Budget

A	B	C	D	F	G	H	I	J	K	L	M	N	O	P	Q	R
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT																
Proposed Budget - Fiscal Year Ending June 30, 2017																
			YTD Actual & Projected 06/16	16/17 Proposed Budget	Water	Waste Water	Waste Disposal	Community Service	%	%	%	%	%	%	%	%
Account	G/L	15/16 Budget	06/16	16/17 Proposed Budget	Water	Waste Water	Waste Disposal	Community Service	%	%	%	%	%	%	%	%
OPERATING REVENUES																
11	Water Revenue	1,710,000	1,624,264	1,779,000	1,779,000	0	0	0	100%	0	0	0	0	0	0	1,779,000
12	Sewer Revenue	1,751,000	1,703,432	2,019,200	0	2,019,200	0	0	100%	0	0	0	0	0	0	2,019,200
13	Trash Revenue	667,680	664,315	684,300	0	0	684,300	0	0	0	0	684,300	100%	0	0	684,300
14	TOTAL OPERATING REVENUE	4,128,680	3,992,011	4,482,500	1,779,000	2,019,200	684,300	0	100%	2,019,200	0	684,300	100%	0	0	4,482,500
OPERATING EXPENSES																
Water System Expense																
20	PHWA Water Contract	743,000	743,000	826,000	826,000	0	0	0	100%	0	0	0	0	0	0	826,000
21	Water Samples	14,000	14,000	16,000	16,000	0	0	0	100%	0	0	0	0	0	0	16,000
22	SDHS Annual Admin Fee	6,400	6,400	12,000	12,000	0	0	0	100%	0	0	0	0	0	0	12,000
23	Annual Water Quality Report	1,600	1,500	1,600	1,600	0	0	0	100%	0	0	0	0	0	0	1,600
24	Cross Connect Contract Chrg	1,600	1,600	1,700	1,700	0	0	0	100%	0	0	0	0	0	0	1,700
25	R & M - Distribution	66,000	75,000	100,000	100,000	0	0	0	100%	0	0	0	0	0	0	100,000
26	Capital Replacement Fund	112,128	112,128	0	0	0	0	0	0%	0	0	0	0	0	0	0
27	Well Rehabilitation	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0
28	Total Water System Expense	944,728	963,628	967,300	967,300	0	0	0	100%	0	0	0	0	0	0	967,300
Sewer System Expense																
31	Waste Water Transportation	668,100	607,718	668,100	0	668,100	0	0	0%	668,100	100%	0	0	0	0	668,100
32	Operations & Maintenance	115,000	115,000	121,000	0	121,000	0	0	0%	121,000	100%	0	0	0	0	121,000
33	Telemetry	15,500	21,000	19,000	0	19,000	0	0	0%	19,000	100%	0	0	0	0	19,000
34	Power	21,000	21,000	21,000	0	21,000	0	0	0%	21,000	100%	0	0	0	0	21,000
35	Capital Replacement Fund	208,656	208,656	507,000	0	507,000	0	0	0%	507,000	100%	0	0	0	0	507,000
36	Total Sewer System Expense	1,015,156	973,374	1,336,100	0	1,336,100	0	0	0%	1,336,100	100%	0	0	0	0	1,336,100
Trash Expense																
38	Trash Expense	489,000	489,000	493,000	0	0	493,000	0	0%	0	0%	493,000	100%	0	0	493,000
40	Total Trash Expense	489,000	489,000	493,000	0	0	493,000	0	0%	0	0%	493,000	100%	0	0	493,000
Maintenance Expenses																
42	Gasoline	15,000	15,000	15,000	6,150	5,700	1,800	1,350	41%	5,700	38%	1,800	12%	1,350	9%	15,000
44	Vehicle Maintenance	6,000	6,000	6,000	2,460	2,280	720	540	41%	2,280	38%	720	12%	540	9%	6,000
45	Building Security	860	860	860	215	215	215	215	25%	215	25%	215	25%	215	25%	860
46	Building Maintenance	18,500	16,000	18,500	4,625	4,625	4,625	4,625	25%	4,625	25%	4,625	25%	4,625	25%	18,500
47	Signs & Banners	1,500	1,500	1,500	375	375	375	375	25%	375	25%	375	25%	375	25%	1,500
48	Public Landscape Project	1,500	1,718	1,900	0	0	0	0	0%	0	0%	0	0%	0	0	1,900
49	Employee Workplace Safety	4,000	4,000	4,000	1,640	1,520	480	360	41%	1,520	38%	480	12%	360	9%	4,000
50	Emergency Preparedness	1,500	1,500	1,500	375	375	375	375	25%	375	25%	375	25%	375	25%	1,500
51	Total Maintenance Expenses	48,860	45,078	49,260	15,840	15,090	8,590	9,740	32%	15,090	31%	8,590	18%	9,740	20%	49,260

A	B	C	D	F	G	J	K	L	M	N	O	P	Q	R
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT														
Proposed Budget - Fiscal Year Ending June 30, 2017														
		15/16 Budget	YTD Actual & Projected 06/16	16/17 Proposed Budget	Water	%	Water	%	Solid Waste Disposal	%	Community Service	%	Total	
52	Salaries & Benefits													
53	Regular Salaries	4400	531,030	555,000	205,350	37%	205,350	37%	94,350	17%	49,950	9%	555,000	
54	Payroll Taxes	4500	15,400	16,100	5,957	37%	5,957	37%	2,737	17%	1,449	9%	16,100	
55	Group Insurance	4525	104,445	119,000	44,030	37%	44,030	37%	20,230	17%	10,710	9%	119,000	
56	Retirement Benefits	4550	55,317	55,500	20,535	37%	20,535	37%	9,435	17%	4,995	9%	55,500	
57	Uniforms	4575	2,600	2,600	1,040	40%	1,040	39%	312	12%	234	9%	2,600	
58	Worker's comp Insurance	4600	15,000	16,000	5,920	37%	5,920	37%	2,720	17%	1,440	9%	16,000	
59	Employee Education	4650	3,000	5,500	2,200	40%	2,200	40%	825	15%	275	5%	5,500	
60														
61														
62	Total Salaries & Benefits	730,047	726,792	769,700	285,032		285,032		130,609		69,053		769,700	
63	Administrative Expenses													
64	Regular Board Payments	5010	7,500	7,650	2,295	30%	2,295	30%	765	10%	2,295	30%	7,650	
65	Special Board Meetings	5020	2,300	2,350	705	30%	705	30%	235	10%	705	30%	2,350	
66	Board/ Committee Expenses	5030	1,300	1,300	390	30%	390	30%	130	10%	390	30%	1,300	
67	Board Conferences & Seminars	5040	4,000	6,000	2,040	34%	2,040	34%	960	16%	960	16%	6,000	
68	Travel & Lodging	5050	5,000	8,500	3,400	40%	3,400	40%	1,275	15%	425	5%	8,500	
69	District Dues & Memberships	5100	18,500	19,000	7,790	41%	7,790	41%	3,230	17%	1,900	10%	19,000	
70	Office Supplies	5210	7,000	7,000	2,240	32%	2,240	32%	280	4%	280	4%	7,000	
71	On-Line Bill Paying	5215	6,750	6,750	2,295	34%	2,295	34%	2,228	33%	0	0%	6,750	
72	Communications	5220	14,000	14,000	3,500	25%	3,500	25%	3,500	25%	3,500	25%	14,000	
73	Printing & Publications	5230	5,000	5,100	1,530	30%	1,530	30%	1,530	30%	510	10%	5,100	
74	Postage & Shipping	5240	15,000	15,000	4,500	30%	4,500	30%	4,500	30%	1,500	10%	15,000	
75	Miscellaneous Office Expense	5250	11,300	11,300	3,390	30%	3,390	30%	3,390	30%	1,130	10%	11,300	
76	Office Utilities	5260	3,000	3,060	918	30%	918	30%	306	10%	306	10%	3,060	
77	Equipment R & M	5290	6,000	6,080	2,918	48%	2,918	48%	1,216	20%	243	4%	6,080	
78	Capital Purchases	5300	44,500	37,000	14,500	39%	14,500	39%	5,000	14%	0	0%	37,000	
79	Insurance	5400	22,200	22,200	10,850	35%	10,850	35%	3,100	10%	6,200	20%	31,000	
80	Legal Services	5510	25,000	40,000	22,000	44%	22,000	44%	10,000	20%	2,000	4%	50,000	
81	Accounting Services	5520	42,000	50,000	22,000	44%	22,000	44%	10,000	20%	2,000	4%	50,000	
82	Computer Services	5530	13,600	13,600	4,170	30%	4,170	30%	4,170	30%	1,390	10%	13,900	
83	Engineering Services	5540	51,000	20,000	130,005	87%	130,005	87%	0	0%	0	0%	150,000	
84	Bank & Trustee Fees	5560	6,000	6,000	960	16%	960	16%	960	16%	960	16%	6,000	
85	Other Professional Services	5565	10,000	68,000	6,000	30%	6,000	30%	6,000	30%	2,000	10%	20,000	
86	Legal Notices Publication	5600	5,000	8,000	2,720	34%	2,720	34%	2,640	33%	0	0%	8,000	
87	Public Information	5650	1,500	1,500	375	25%	375	25%	375	25%	375	25%	1,500	
88	Total Administrative Expenses	327,450	383,380	480,490	251,491		251,491		131,568		29,069		480,490	
89														
90														
91	TOTAL OPERATING EXPENSES	3,555,241	3,571,252	4,085,850	1,509,663		1,509,663		700,561		107,862		4,085,850	
92														
93	OPERATING INCOME (LOSS)	573,439	420,759	396,650	269,337		269,337		(16,261)		(107,862)		396,650	

A	B	C	D	F	G	J	K	L	M	N	O	P	Q	R
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT														
1	Proposed Budget - Fiscal Year Ending June 30, 2017													
2														
3														
4														
5														
6	G/L	15/16 Budget	YTD Actual & Projected 06/16	16/17 Proposed Budget	Water	%	Waste Water	%	Solid Waste Disposal	%	Community Service	%	Total	
7	Account													
94														
95	OTHER REVENUES													
96	Interest	6100	9,000	8,000	2,800	35%	4,400	55%	800	10%			8,000	
97	Secured/Unsecured Taxes	6320	60,000	60,000									60,000	100%
98	TOTAL OTHER REVENUES		69,000	68,000	2,800		4,400		800				60,000	
99													60,000	68,000
100	DEBT OBLIGATIONS													
101	2005 Water Revenue Bonds	2805	314,304	311,686	311,686	100%			0			0		311,686
102	2005 Sewer Revenue Bonds	2855	233,050	234,242			234,242	100%						234,242
103	TOTAL DEBT OBLIGATION		547,354	545,928	311,686		234,242		0			0		545,928
104														
105	OTHER BUDGET ITEMS													
106	Allocation of Community Service	N/A	0	0	(18,995)		(21,560)		(7,307)			47,862		0
107	Use of Rate Stabilization Reserve	N/A	14,816	49,634	58,545	0%	0	0%	22,767	100%				81,312
108	TOTAL OTHER BUDGET ITEMS		14,816	49,634	39,549		(21,560)		15,461			47,862		81,312
109														
110	NET CASH NEEDS		(42,779)	(31,644)	0		34		0			0		34