



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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

BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

NOTICE IS HEREBY GIVEN that the Board of Directors of the Channel Islands Beach Community Services District will hold A Regular Meeting beginning at 6:00 PM on Tuesday, January 9, 2018. The Meeting will be held at the **District Office Conference Room, 353 Santa Monica Drive, Channel Islands Beach, CA 93035**. The Agenda is as follows:

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

B. PUBLIC COMMENTS: 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 –November & December 2017
3. Operations & Maintenance Report –
 - a. Cross-Base Pipeline Incident Report
4. Minutes
 - a. November 14, 2017
 - b. November 28, 2017

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

	Account Number	Water Relief	Sewer Relief	Total Relief
a.	07860-04	-\$12.22	-\$92.74	-\$104.96
b.	09960-02	-\$70.40	-\$164.87	-\$235.27
c.	19231-10	-\$10.51	-\$41.22	-\$51.73
d.	07570-01	-\$58.42	-\$170.02	-\$228.44
e.	17731-06	-\$70.40	-\$164.87	-\$235.27
f.	15750-01	-\$24.85	-\$97.89	-\$122.74
g.	12850-01	-\$51.17	-\$123.65	-\$174.82

D. ACTION CALENDAR

1. Participation in Fisherman’s Wharf Design Charrette

Recommendation: Board discretion to participate in design charrette exercise and appoint representatives.

2. Appraisal Report of District Properties

Recommendation:

- 1) Receive and file report.
- 2) Provide direction to staff with regards to sale of District property

3. Agreement for Space Planning & Design Services

Recommendation:

- 1) Approve budget re-appropriation of \$25,000 from Engineering Consultant Services to Architectural (Space Planning & Design) Services
- 2) Authorize General Manager to enter into agreement with Architects Orange, LLP for Design Services

4. Solid Waste Contract Renewal

Recommendation:

- 1) Award a 5 Year Contract to E.J. Harrison and Sons, INC. for the Collection, Diversion, Transport and Disposal of Solid Waste and Recyclable Materials
- 2) Authorize the General Manager and Legal Counsel to make non-monetary modifications and execute the agreement.

5. Update to Service Line Split Requirements

Recommendation: Approve new requirements to New Meter Installations.

6. Board Reorganization for Calendar Year 2018

Recommendation: Elect new officers for Board positions, committees, and outside agency appointments.

E. INFORMATION CALENDAR

1. Report from Board Members of any meeting or conference where compensation from the District for attendance was received.
2. Thank you letter from Oxnard Unified High School District
3. Results of Utility Bill Audit from Utility Cost Management

F. BOARD MEMBER COMMENTS

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS

AGENDA POSTING CERTIFICATION

This agenda was posted Thursday, January 4, 2018 by 5:00 PM. The agenda is posted at the District Office and two public notice bulletin boards, which are accessible 24 hours per day. The locations include:

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

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



Akbar Alikhan
General Manager

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

Channel Islands Beach 2013

1/3/2018 4:47 PM

Register: 1002 - Checking Pacific Western

From 11/01/2017 through 12/31/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
11/01/2017	4602	Blue Shield of Califo...	2000 - Accounts Payable	Pymt. for Josep...	689.50			703,308.21
11/02/2017	4558	Jared L. Bouchard	2000 - Accounts Payable		687.50			702,620.71
11/07/2017		QuickBooks Payroll ...	-split-	Created by Pay...	19,581.37			683,039.34
11/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/7			5,609.48	688,648.82
11/08/2017	DEP	DEPOSIT	-split-	Deposit			13,619.61	702,268.43
11/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/7			2,338.56	704,606.99
11/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/7			4,546.00	709,152.99
11/08/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 11/6			150.00	709,302.99
11/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/6			3,840.57	713,143.56
11/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/6			650.00	713,793.56
11/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	dep 11/6			170.00	713,963.56
11/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/1			8,652.71	722,616.27
11/08/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 11/1			600.00	723,216.27
11/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	dep 11/2			1,001.44	724,217.71
11/08/2017	DEP	DEPOSIT	2050 - Customer Depo...	dep 11/3			150.00	724,367.71
11/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	dep 11/6			3,139.60	727,507.31
11/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	dep 1/3			2,781.20	730,288.51
11/08/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 11/3			150.00	730,438.51
11/08/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 11/6			150.00	730,588.51
11/08/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 11/7			150.00	730,738.51
11/08/2017	To Print	Carol J Dillon	-split-	Direct Deposit		X		730,738.51
11/08/2017	To Print	Casey D Johnson	-split-	Direct Deposit		X		730,738.51
11/08/2017	To Print	E.D. Brock	-split-	Direct Deposit		X		730,738.51
11/08/2017	To Print	Erika F Davis	-split-	Direct Deposit		X		730,738.51
11/08/2017	To Print	Lupe C Lopez	-split-	Direct Deposit		X		730,738.51
11/08/2017	To Print	Mark A Espinosa	-split-	Direct Deposit		X		730,738.51
11/08/2017	To Print	Akbar Alikhan	-split-	Direct Deposit		X		730,738.51
11/10/2017	4559	A-Same Day Backflo...	2000 - Accounts Payable		105.00			730,633.51
11/10/2017	4560	A to Z Law, LLP	2000 - Accounts Payable		2,442.00			728,191.51
11/10/2017	4561	ACWA/JPIA Health ...	2000 - Accounts Payable		2,810.68			725,380.83
11/10/2017	4562	Arco	2000 - Accounts Payable		662.30			724,718.53
11/10/2017	4563	AWA	2000 - Accounts Payable		215.00			724,503.53
11/10/2017	4564	Cardmember Service	2000 - Accounts Payable		3,555.33			720,948.20
11/10/2017	4565	CED	2000 - Accounts Payable		528.18			720,420.02
11/10/2017	4566	City of Port Hueneme	2000 - Accounts Payable		53,636.74			666,783.28
11/10/2017	4567	Coastline Equipment	2000 - Accounts Payable	check potential...	330.00			666,453.28
11/10/2017	4568	County of Ventura - ...	2000 - Accounts Payable		420.16			666,033.12
11/10/2017	4569	Data West Corp.	2000 - Accounts Payable	Jan. to Dec. 20...	5,953.50			660,079.62
11/10/2017	4570	Dial Security	2000 - Accounts Payable		210.00			659,869.62
11/10/2017	4571	Document Systems, I...	2000 - Accounts Payable		510.69			659,358.93

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1/3/2018 4:47 PM

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From 11/01/2017 through 12/31/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
11/10/2017	4572	Elecsys Corporation	2000 - Accounts Payable		223.50		659,135.43
11/10/2017	4573	FGL Environmental I...	2000 - Accounts Payable		662.00		658,473.43
11/10/2017	4574	Frontier	2000 - Accounts Payable		194.35		658,279.08
11/10/2017	4575	Hollister & Brace	2000 - Accounts Payable		3,062.50		655,216.58
11/10/2017	4576	ImageSource	2000 - Accounts Payable	mo. Maint. for ...	32.33		655,184.25
11/10/2017	4577	Mission Linen & Uni...	2000 - Accounts Payable		111.56		655,072.69
11/10/2017	4578	Mycol, Inc.	2000 - Accounts Payable		120.00		654,952.69
11/10/2017	4579	Pacific Couriers	2000 - Accounts Payable		188.72		654,763.97
11/10/2017	4580	Philip's Janitorial Ser...	2000 - Accounts Payable		185.00		654,578.97
11/10/2017	4581	Pitney Bowes Inc.	2000 - Accounts Payable		144.16		654,434.81
11/10/2017	4582	Soares, Sandall, Bern...	2000 - Accounts Payable		2,925.00		651,509.81
11/10/2017	4583	Spectrum	2000 - Accounts Payable		41.39		651,468.42
11/10/2017	4584	StoreRite	2000 - Accounts Payable	Shredding for ...	400.00		651,068.42
11/10/2017	4585	Streamline	2000 - Accounts Payable		200.00		650,868.42
11/10/2017	4586	Tampa Hardware 2	2000 - Accounts Payable		26.88		650,841.54
11/10/2017	4587	Underground Service...	2000 - Accounts Payable		21.55		650,819.99
11/10/2017	4588	Venco Controls, Inc.	2000 - Accounts Payable		950.00		649,869.99
11/10/2017	4589	Xerox Financial Serv...	2000 - Accounts Payable	Monthly Paym...	242.14		649,627.85
11/10/2017	4590	Aqua-Tech Services I...	2000 - Accounts Payable		50.00		649,577.85
11/10/2017	4591	Bay Alarm Company	2000 - Accounts Payable	103152	209.25		649,368.60
11/10/2017	4592	CWEA	2000 - Accounts Payable	Dave Brock Re...	85.00		649,283.60
11/10/2017	4593	Famcon Pipe and Su...	2000 - Accounts Payable		752.90		648,530.70
11/10/2017	4594	Frontier	2000 - Accounts Payable		389.63		648,141.07
11/10/2017	4595	Nationwide Retirement	2000 - Accounts Payable		3,287.75		644,853.32
11/10/2017	4596	SCE- Office	2000 - Accounts Payable		234.99		644,618.33
11/10/2017	4597	SEIU, Local 721	2000 - Accounts Payable		167.50		644,450.83
11/10/2017	4598	SWRCB-DWOCB	2000 - Accounts Payable		150.00		644,300.83
11/15/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/8		3,121.98	647,422.81
11/15/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/8		9,582.12	657,004.93
11/15/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/14		11,767.21	668,772.14
11/15/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/15		797.63	669,569.77
11/15/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/14		10,557.61	680,127.38
11/15/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/7		2,070.66	682,198.04
11/15/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/10		17,850.98	700,049.02
11/16/2017	EDEP	DEPOSIT	1200 - Accounts Recei...	E-checks		40,455.12	740,504.14
11/17/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/14		993.68	741,497.82
11/17/2017	DEP	DEPOSIT	1200 - Accounts Recei...	dep 11/10		996.18	742,494.00
11/17/2017	DEP	DEPOSIT	1200 - Accounts Recei...	dep 11/10		553.69	743,047.69
11/17/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/10		425.97	743,473.66
11/17/2017	DEP	DEPOSIT	1200 - Accounts Recei...	dep 11/15		16,985.76	760,459.42

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1/3/2018 4:47 PM

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11/17/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/7			2,129.36	762,588.78
11/17/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/1			664.68	763,253.46
11/17/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 11/16			300.00	763,553.46
11/17/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/15			4,310.90	767,864.36
11/17/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/16			6,180.37	774,044.73
11/21/2017		QuickBooks Payroll ...	-split-	Created by Pay...	19,882.14			754,162.59
11/22/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/20			1,608.28	755,770.87
11/22/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/21			4,843.11	760,613.98
11/22/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/21			9,066.33	769,680.31
11/22/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/20			478.98	770,159.29
11/22/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/20			1,287.93	771,447.22
11/22/2017	DEP	DEPOSIT	1200 - Accounts Recei...	dep 11/13			2,673.01	774,120.23
11/22/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/20			7,841.93	781,962.16
11/22/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/20			27,318.27	809,280.43
11/22/2017	DEP	DEPOSIT	1200 - Accounts Recei...	dep 11/20			7,221.90	816,502.33
11/22/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/20			25,395.66	841,897.99
11/22/2017	4600	EJ Harrison & Sons, ...	2000 - Accounts Payable		81,897.79			760,000.20
11/22/2017	4601	Nationwide Retirement	2000 - Accounts Payable	pr pd 10/21/17 ...	3,313.72			756,686.48
11/22/2017	4603	Nationwide Retirement	2000 - Accounts Payable	pr pd 11/4/17 t...	3,353.13			753,333.35
11/22/2017	4604	Office Depot	2000 - Accounts Payable		129.58			753,203.77
11/22/2017	4605	Frontier	2000 - Accounts Payable		244.15			752,959.62
11/22/2017	4606	So. California Edison...	2000 - Accounts Payable		711.78			752,247.84
11/22/2017	4607	CalPers	2000 - Accounts Payable		6,997.89			745,249.95
11/22/2017	To Print	Carol J Dillon	-split-	Direct Deposit		X		745,249.95
11/22/2017	To Print	Casey D Johnson	-split-	Direct Deposit		X		745,249.95
11/22/2017	To Print	E.D. Brock	-split-	Direct Deposit		X		745,249.95
11/22/2017	To Print	Erika F Davis	-split-	Direct Deposit		X		745,249.95
11/22/2017	To Print	Lupe C Lopez	-split-	Direct Deposit		X		745,249.95
11/22/2017	To Print	Mark A Espinosa	-split-	Direct Deposit		X		745,249.95
11/22/2017	To Print	Akbar Alikhan	-split-	Direct Deposit		X		745,249.95
11/28/2017	EDEP	DEPOSIT	1200 - Accounts Recei...	e-checks			72,011.12	817,261.07
11/28/2017	RETCK	Returned Item	1200 - Accounts Recei...	Sandlin	150.00			817,111.07
11/28/2017	4608	CIBCSA-Petty Cash	2000 - Accounts Payable		352.16			816,758.91
11/28/2017	4609	Port Hueneme Marin...	2000 - Accounts Payable		1,619.66			815,139.25
11/28/2017	4610	CALL 24 Communic...	2000 - Accounts Payable		120.00			815,019.25
11/28/2017	4611	Elecsys Corporation	2000 - Accounts Payable		223.50			814,795.75
11/28/2017	4612	Frontier	2000 - Accounts Payable		468.44			814,327.31
11/28/2017	4613	SCE- Office	2000 - Accounts Payable		229.89			814,097.42
11/30/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/21			1,115.00	815,212.42
11/30/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/29			952.79	816,165.21

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1/3/2018 4:47 PM

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11/30/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/20			920.72	817,085.93
11/30/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/20			1,224.01	818,309.94
11/30/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 11/29			150.00	818,459.94
11/30/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 11/29			2,841.34	821,301.28
12/04/2017	4615	A to Z Law, LLP	2000 - Accounts Payable		2,156.00			819,145.28
12/04/2017	4616	AL DELFS	2000 - Accounts Payable	CUSTOMER ...	30.79			819,114.49
12/04/2017	4617	Arco	2000 - Accounts Payable		605.55			818,508.94
12/04/2017	4618	CSDA	2000 - Accounts Payable	CSDA 2018 D...	3,384.00			815,124.94
12/04/2017	4619	Dial Security	2000 - Accounts Payable		210.00			814,914.94
12/04/2017	4620	FGL Environmental I...	2000 - Accounts Payable		528.00			814,386.94
12/04/2017	4621	Frontier	2000 - Accounts Payable		402.14			813,984.80
12/04/2017	4622	Heavenly Doves	2000 - Accounts Payable	Doves For Vet...	250.00			813,734.80
12/04/2017	4623	Hollister & Brace	2000 - Accounts Payable		2,975.00			810,759.80
12/04/2017	4624	JAMES/CRISTINA ...	2000 - Accounts Payable	CUSTOMER ...	2.83			810,756.97
12/04/2017	4625	KEN J. FERNANDEZ	2000 - Accounts Payable	CUSTOMER ...	62.17			810,694.80
12/04/2017	4626	Nationwide Retirement	2000 - Accounts Payable	pr pd 11/18/17 ...	3,278.60			807,416.20
12/04/2017	4627	Philip's Janitorial Ser...	2000 - Accounts Payable		185.00			807,231.20
12/04/2017	4628	Shell's Petals	2000 - Accounts Payable	Flowers for Vet...	285.00			806,946.20
12/04/2017	4629	So. California Edison...	2000 - Accounts Payable		277.41			806,668.79
12/04/2017	4630	Soares, Sandall, Bern...	2000 - Accounts Payable		2,925.00			803,743.79
12/04/2017	4631	Time Warner Cable	2000 - Accounts Payable		119.98			803,623.81
12/04/2017	4632	United States Postal ...	2000 - Accounts Payable		2,000.00			801,623.81
12/04/2017	4633	Wilmington Trust, N...	2000 - Accounts Payable		2,500.00			799,123.81
12/04/2017	4634	Xerox Financial Serv...	2000 - Accounts Payable		395.60			798,728.21
12/05/2017		QuickBooks Payroll ...	-split-	Created by Pay...	19,225.06			779,503.15
12/06/2017	To Print	Carol J Dillon	-split-	Direct Deposit		X		779,503.15
12/06/2017	To Print	Casey D Johnson	-split-	Direct Deposit		X		779,503.15
12/06/2017	To Print	E.D. Brock	-split-	Direct Deposit		X		779,503.15
12/06/2017	To Print	Erika F Davis	-split-	Direct Deposit		X		779,503.15
12/06/2017	To Print	Lupe C Lopez	-split-	Direct Deposit		X		779,503.15
12/06/2017	To Print	Mark A Espinosa	-split-	Direct Deposit		X		779,503.15
12/06/2017	To Print	Akbar Alikhan	-split-	Direct Deposit		X		779,503.15
12/07/2017	4640	ARC Document Solu...	2000 - Accounts Payable	Scanning of Di...	441.95			779,061.20
12/07/2017	4641	AT & T	2000 - Accounts Payable	2 months	1,131.08			777,930.12
12/07/2017	4642	AWWA-California-...	2000 - Accounts Payable	Dues for 2018	420.00			777,510.12
12/07/2017	4643	Cardmember Service	2000 - Accounts Payable		2,432.60			775,077.52
12/07/2017	4644	CASA	2000 - Accounts Payable	Casa Dues for ...	1,607.00			773,470.52
12/07/2017	4645	County of Ventura - ...	2000 - Accounts Payable		300.00			773,170.52
12/07/2017	4646	Document Systems, I...	2000 - Accounts Payable		178.36			772,992.16
12/07/2017	4647	Elecsys Corporation	2000 - Accounts Payable		223.50			772,768.66

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1/3/2018 4:47 PM

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Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/07/2017	4648	ImageSource	2000 - Accounts Payable		58.41		772,710.25
12/07/2017	4649	JOEL FREEDMAN	2000 - Accounts Payable	CUSTOMER ...	251.15		772,459.10
12/07/2017	4650	Mission Linen & Uni...	2000 - Accounts Payable		475.63		771,983.47
12/07/2017	4651	Mycol, Inc.	2000 - Accounts Payable		120.00		771,863.47
12/07/2017	4652	Pitney Bowes Inc.	2000 - Accounts Payable		144.16		771,719.31
12/07/2017	4653	Spectrum	2000 - Accounts Payable	Cable	41.39		771,677.92
12/07/2017	4654	Strauss Law Group	2000 - Accounts Payable	Employment M...	2,960.00		768,717.92
12/07/2017	4655	Tampa Hardware 2	2000 - Accounts Payable		30.94		768,686.98
12/07/2017	4656	Underground Service...	2000 - Accounts Payable		26.50		768,660.48
12/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/8		407.83	769,068.31
12/08/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 12/8		150.00	769,218.31
12/08/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 12/8		150.00	769,368.31
12/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/8		1.00	769,369.31
12/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/8		9,899.07	779,268.38
12/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/6		891.25	780,159.63
12/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/4		619.17	780,778.80
12/08/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 12/1		150.00	780,928.80
12/08/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/6		9,624.27	790,553.07
12/08/2017	EDEP	DEPOSIT	1200 - Accounts Recei...	E-checks		17,913.56	808,466.63
12/08/2017	4657	Port Hueneme Marin...	2000 - Accounts Payable		1,619.66		806,846.97
12/08/2017	4658	Streamline	2000 - Accounts Payable		200.00		806,646.97
12/13/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/11		114.12	806,761.09
12/13/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/12		16,164.97	822,926.06
12/13/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/12		6,243.51	829,169.57
12/13/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/11		8,498.94	837,668.51
12/13/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/2		10,265.56	847,934.07
12/13/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 12/11		150.00	848,084.07
12/14/2017	4659	Aflac	2000 - Accounts Payable		601.00		847,483.07
12/14/2017	4660	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd 10/16/17 ...	40,162.68		807,320.39
12/14/2017	4661	Frontier	2000 - Accounts Payable		613.23		806,707.16
12/14/2017	4662	KEH & Associates, I...	2000 - Accounts Payable		525.00		806,182.16
12/14/2017	4663	Office Depot	2000 - Accounts Payable		176.73		806,005.43
12/14/2017	4664	Pacific Couriers	2000 - Accounts Payable		188.72		805,816.71
12/14/2017	4665	Soares, Sandall, Bern...	2000 - Accounts Payable		2,200.00		803,616.71
12/14/2017	4666	SWRCB	2000 - Accounts Payable		2,588.00		801,028.71
12/14/2017	4667	Xerox Financial Serv...	2000 - Accounts Payable		260.91		800,767.80
12/15/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/14		11,135.98	811,903.78
12/15/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/15		24,125.47	836,029.25
12/15/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/14		1,384.40	837,413.65
12/15/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/13		558.01	837,971.66

Channel Islands Beach 2013

1/3/2018 4:47 PM

Register: 1002 · Checking Pacific Western

From 11/01/2017 through 12/31/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/15/2017	4672	FGL Environmental I...	2000 - Accounts Payable		275.00			837,696.66
12/15/2017	4673	HDS White Cap Con...	2000 - Accounts Payable		314.70			837,381.96
12/18/2017	4683	So. California Edison...	2000 - Accounts Payable		856.71			836,525.25
12/18/2017	4684	United States Postal ...	2000 - Accounts Payable		4,000.00			832,525.25
12/18/2017	4685	AT & T	2000 - Accounts Payable		519.89			832,005.36
12/18/2017	4686	Nationwide Retirement	2000 - Accounts Payable	pr pf 12/2/17 to...	3,313.41			828,691.95
12/18/2017	4687	SEIU, Local 721	2000 - Accounts Payable		335.00			828,356.95
12/19/2017	4688	Frontier	2000 - Accounts Payable		201.22			828,155.73
12/19/2017	4689	PHWA	2000 - Accounts Payable		57,568.76			770,586.97
12/19/2017	4690	So. California Edison...	2000 - Accounts Payable		304.34			770,282.63
12/19/2017	4691	Spectrum	2000 - Accounts Payable	WIFI	239.96			770,042.67
12/19/2017		QuickBooks Payroll ...	-split-	Created by Pay...	19,653.49			750,389.18
12/20/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/18			481.64	750,870.82
12/20/2017	DEP	DEPOSIT	1200 - Accounts Recei...	dep 12/19			17,304.60	768,175.42
12/20/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 12-19			150.00	768,325.42
12/20/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/18			15,659.65	783,985.07
12/20/2017	RETCK	Returned Item	1200 - Accounts Recei...	Goodwin	230.00			783,755.07
12/20/2017	4674	Ellen S Spiegel	-split-		184.70			783,570.37
12/20/2017	4675	Kristina N Brewer	-split-		277.05			783,293.32
12/20/2017	4676	Marcia L Marcus	-split-		277.05			783,016.27
12/20/2017	4677	Robert T Nast	-split-		277.05			782,739.22
12/20/2017	To Print	Carol J Dillon	-split-	Direct Deposit		X		782,739.22
12/20/2017	To Print	Casey D Johnson	-split-	Direct Deposit		X		782,739.22
12/20/2017	To Print	E.D. Brock	-split-	Direct Deposit		X		782,739.22
12/20/2017	To Print	Erika F Davis	-split-	Direct Deposit		X		782,739.22
12/20/2017	To Print	Lupe C Lopez	-split-	Direct Deposit		X		782,739.22
12/20/2017	To Print	Mark A Espinosa	-split-	Direct Deposit		X		782,739.22
12/20/2017	To Print	Akbar Alikhan	-split-	Direct Deposit		X		782,739.22
12/28/2017	EDEP	DEPOSIT	1200 - Accounts Recei...	E-checks			94,164.92	876,904.14
12/29/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/27			106.25	877,010.39
12/29/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/27			402.88	877,413.27
12/29/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/22			1,619.78	879,033.05
12/29/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/20			802.65	879,835.70
12/29/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 12/14			150.00	879,985.70
12/29/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/15			659.81	880,645.51
12/29/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/19			990.88	881,636.39
12/29/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/27			10,949.43	892,585.82
12/29/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/27			9,593.68	902,179.50
12/29/2017	DEP	DEPOSIT	1200 - Accounts Recei...	Dep 12/20			7,697.02	909,876.52
12/29/2017	DEP	DEPOSIT	2050 - Customer Depo...	Dep 12/18			150.00	910,026.52

Channel Islands Beach 2013

1/3/2018 4:47 PM

Register: 1002 · Checking Pacific Western

From 11/01/2017 through 12/31/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/29/2017	DEP	DEPOSIT	1200 - Accounts Recci...	Dep 12/22			16,138.69	926,165.21

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING, November 14, 2017

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

Vice President Spiegel called the meeting to order at 7:01 PM and led everyone in attendance in the Pledge of Allegiance. In attendance, Director Nast, Director Marcus, Director Brewer, General Manager, Akbar Alikhan, Clerk of the Board, Erika Davis, General Counsel, John Mathews, and Office Manager, CJ Dillon.

President Koesterer was absent.

B. PUBLIC COMMENTS:

CHP Officer Kevin Denharder said they have been talking about traffic safety especially focusing on school bus routes and pedestrian safety. Director Brewer asked about mail theft. Denharder stated it tends to get worse around the holidays. Director Marcus mentioned the Hollywood Beach School drop off and pick up area traffic concerns in regards to children's safety. General Manager Alikhan voiced there are traffic speeding issues in the community which have been brought to his attention from concerned residents. There was a short discussion regarding speeding enforcement options and possible implementation methods .

C. CONSENT CALENDAR:

Director Marcus moved to approve the Consent Calendar and Vice President Spiegel seconded the motion. The motion passed unanimously.

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

D. ACTION CALENDAR

1. Board Meeting and Holiday Schedule for Calendar Year 2018

General Manager, Alikhan explained the Holiday and Board Meeting Schedule. He pointed out the proposed Board Meeting start time change from 7:00pm to 6:00pm. Director Brewer moved to approve the motion and Vice President Spiegel seconded the motion and the motion passed unanimously.

Spiegel, Marcus, Brewer and Nast 4 - Yes 0 – No

E. INFORMATION CALENDAR

1. Water and Sewer Service Rate Survey

General Manager Alikhan explained that a Rate Survey is an important exercise to see where the District stands with neighboring agencies. The General Manager gave a power point presentation on the subject of the survey. The General Manager made the observation that the water and sewer study reflected

that the two main goals the Board set forth during the 2015 Rate Study were accomplished: 1) affordability for low users and 2) conveying a strong conservation message.

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

Director Marcus said she attended the October 16th PHWA meeting along with Vice President Spiegel and General Manager Alikhan. Main points taken from the meeting were 1) high levels of manganese and iron are still problematic 2) There was an update from Fox Canyon and the Sustainability Plan 3) A Budget was adopted. The next PHWA meeting will be on November 20th.

F. BOARD MEMBER COMMENTS:

Director Nast requested a status report on the Gas Company camera project. General Manager Alikhan said that they planned on completion this month but has not heard for certain that the project is in fact complete. Director Nast suggested a procedure where the District signs off on working together with the Gas Company to prevent any future accidents and liabilities. General Manager Alikhan said he would take that into consideration and agendaize that for discussion in a future Board Meeting.

Director Nast asked for an update on the possible iron and manganese facility in cooperation with United. There was a brief discussion regarding the OH pipeline agreement's possible impact on the investment of the facility.

Director Nast inquired about smart meters. General Manager Alikhan said he's planning on having a cost benefit analysis around Spring of 2018.

Director Nast reported that he received two local quotes for baseline water testing and each was about \$1,700.00. He believes it is important to test both the lower and upper aquifer systems. He hopes to generate interest from both Port Hueneme and Oxnard to contribute to the testing project.

Director Marcus announced the ACWA conference is November 28th to December 1st in Anaheim. General Manager Alikhan will be attending.

Director Marcus pointed out that there is an increase in construction in the area and she noticed the trash trucks rerouting in order to complete trash service.

Director Brewer suggested making leak detection tests a requirement prior to splitting meters to make sure pipes in homes are not interconnected.

Director Brewer stated that 82 of her vacation rentals were completely booked.

Vice President Spiegel suggested LemiShine dishwasher tablets to aid cloudiness left on dishes.

Director Nast voiced water quality concerns and its effects on household plumbing.

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel said at the GMA meeting action was taken to forward with automatic meters for agriculture. There is a grant from the Nature Conservancy. They agreed that farmers would own the meters but are developing regiments to make sure there is no tampering with meters.

General Counsel explained that a more formal plan will go in place in Oct 2018 but the split is 60% and 40%. December 6th is the next meeting.

General Counsel mentioned the paper and the Casitas HoBos project. There are three in Santa Barbara.

The General Manager made the following announcements:

- 1) District received CalPers paperwork. January expecting actuarial for the Board.
- 2) Dogs on Beach is a current issue some residents are bringing forward. If a majority of the residents would like a change to existing County Ordinance it may be brought back in a future meeting to discuss with the Board.
- 3) On November 3rd the CERT team met with Fire Capitan Dan Gildea. The Fire Capitan gave helpful suggestions on arrangement of the yard and solar powered back up battery systems to aid in emergency response. There will be discussion about this in the future.

The Board Meeting adjourned at 8:46 PM.

Ellen Spiegel, Vice President

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
SPECIAL BOARD MEETING, November 28, 2017

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

Vice President Spiegel called the meeting to order at 10:04 AM and led everyone in attendance in the Pledge of Allegiance. In attendance, Director Nast, Director Brewer, Director Marcus, General Manager, Akbar Alikhan, Clerk of the Board, Erika Davis, General Counsel, John Mathews, and Office Manager, CJ Dillon.

President Koesterer was absent.

B. PUBLIC COMMENTS:

None.

C. CONSENT CALENDAR:

Director Marcus moved to approve the Consent Calendar and Vice President Spiegel seconded the motion. The motion passed unanimously.

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

D. CLOSED SESSION:

1. EMPLOYMENT MATTER. The Board will hold a closed session pursuant to California Government Code Section 54957 (b)(1) to discuss employment offer to District's Customer Service Representative.

10:05 AM - General Counsel, John Mathews, announced the Board was going into Closed Session pursuant to California Government Code Section 54957 (b)(1) to discuss employment offer to District's Customer Service Representative.

10:52 AM - General Counsel, John Mathews, announced the Board concluded the Closed Session Item.

E. ACTION CALENDAR

1. The Board will consider an employment offer for the District's Customer Service Representative.

General Counsel, John Mathews stated that the motion authorizes the General Manager to submit an employment offer to the District's Customer Service Representative.

Director Brewer moved to approve the motion and Vice President Spiegel seconded the motion. The motion passed unanimously.

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

F. BOARD MEMBER COMMENTS:

Director Brewer announced that January 11th the planning commission is holding a meeting to adopt vacation rental regulations. Director Brewer will provide a print out via email to the Board so they can discuss it at the January 9th Board Meeting.

Director Nast will be absent at the January meeting.

Director Nast would like to invite Bruce Dandy from United to attend the February Board Meeting and have a discussion with the Board.

Board announced they are canceling the December Regular Board Meeting.

Director Marcus mentioned the owners of the house next door to her said they were pleased with the service the District provided and said they dealt with a lot of utilities but no other agency provided this level of service.

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel wished everyone Happy Holidays.

The General Manager reminded the Board that he will be attending ACWA meeting in Anaheim this week.

The General Manager said that the billing system software is no longer going to be supported so there will no longer be updates. It will be only available for the next five years.

The Board Meeting adjourned at 11:14 AM.

Ellen Spiegel, Vice President



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, January 9, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Participation in Fisherman's Wharf Design Charrette
Item No. D-1

RECOMMENDATION:

Board discretion to participate in design charrette exercise and appoint representatives.

FINANCIAL IMPACT: Nominal fees for charrette participation.

BACKGROUND:

The County of Ventura has been pursuing the redevelopment of the Fisherman's Wharf area of the Channel Islands Harbor, which includes the construction of 400 apartment units and mixed-use retail space. Historically, the District has communicated its desire for the County to work collaboratively with local stakeholders to develop a final design for Fisherman's Wharf. Most recently, on October 12, 2017, the California Coastal Commission directed the County to continue seeking a Local Coast Plan (LCP) amendment from the City of Oxnard before moving forward with the project.

DISCUSSION:

On January 3, 2018, District staff was notified of a Specific Planning Charrette exercise being organized by the Harbor & Beach Community Alliance (HBCA). The goal of the charrette exercise is to arrive at an alternative design to the County's proposed design, that is the product of multiple stakeholder groups working collaboratively. The HBCA has retained a venue and a professional moderator to help coordinate the charrette exercise. The charrette exercise is scheduled as follows:

Date: Sunday, January 28, 2018
Time: 11 AM – 5 PM
Location: Ventura Room
Performing Arts & Convention Center
800 Hobson Way, Oxnard, CA 93030

The HBCA has invited the District to participate in the charrette exercise as a community stakeholder group. If it wishes to participate, the District would name an official representative to participate on its behalf. Additionally, the District could name up to three other participants within

its service area to be included as caucus participants. Attached for Board consideration is a letter invitation addressed to the Board, the terms of the Charrette Exercise, and Participation form.

ATTACHMENT(S):

Invitation to Participate in Charrette, Charrette Terms, and Participation Form

Jan 3, 2018

Board of Directors
Channel Islands Beach CSD
353 Santa Monica Drive
Channel Islands, CA 93035

The Harbor & Beach Community Alliance invites your office to participate in a Specific Planning Charrette about the future of Fisherman's Wharf at Channel Islands Harbor in Oxnard. The charrette will discuss alternatives to the 400 Apartment Complex currently proposed for redevelopment of Fishermen's Wharf.

We are inviting representatives from a wide range of community and business organizations. Your organization is invited to send one Official Representative as your spokesperson. The outcome of this charrette will be presented at the Oxnard City Council's Community Meeting, the City's Harbor Task Force, the City's Planning Commission and finally the Oxnard City Council.

Attendance at this meeting is by invitation only in order to keep the group at a manageable size and maximize the opportunity for focused, meaningful discussion. We have engaged the services of a professional facilitator to assist us in accomplishing this goal. A maximum of four additional members from your organization or group may attend, but will be asked to sit behind the Official Representative, to observe and to caucus with their representative as necessary.

The charrette will open with a brief presentation by Rene Aiu of HBCA about the current proposal from Channel Islands Properties, LLC. Former Chair of the California Coastal Commission, Sara Wan, will describe how any project on this site must meet the standards of the California Coastal Act. After that, we will commence our discussion. Our intention is not to actually design an alternate project. We simply want to develop a profile of a project for which we have consensus support, including desired uses and basic design criteria.

With so many stakeholders involved in the discussion, we may not reach unanimous conclusions. However, we hope to reach substantial consensus. To do so, we may have to vote on issues that are contested, in which case only items approved by a two-thirds vote will be included in the consensus report. Please understand that what emerges from the charrette may not satisfy every desire of your organization, but we will strive to satisfy as many goals and priorities as possible.

Preparation is vital, to ensure the successful outcome of this charrette. All who plan to participate should discuss this in detail with your respective organization and come prepared to present your group's goals and priorities, briefly and succinctly, in the course of discussion. Also, please review the attached Charrette Rules and Agreement.

Please reply as soon as possible to inform us of whether or not your organization will attend. For questions contact: Diane Delaney, HBCA Representative Lead. Email: dedelane@earthlink.net
Phone: (805) 657-0760.



Bill Higgins
HBCA Representative Lead
805-985-8974



Charrette Rules and Agreement

We ask that all participants to the Charrette adhere to the following rules:

1. Please read all the information in your packet. Come fully prepared to represent the views of your organization. Be clear on what your organization considers essential issues and what issues are less important.
2. Follow the directions of the facilitator. Given the large number of participants, keeping the discussion orderly is important.
3. Be respectful of others and their viewpoints. Do not interrupt or challenge others who are speaking. The facilitator will ensure that all perspectives are heard.
4. Remain focused on the discussion, and keep side conversations to a minimum.
5. Silence cell phones and other electronic devices. Step outside briefly if you need to make or receive a phone call.
6. Feel free to move about the meeting room (to use the restrooms, get refreshments or consult with colleagues in the audience), but please do so as quietly as possible.
7. Your Official Representative must agree to remain through the entire Charrette. No substitution of any attendee once the Charrette begins.
8. Keep in mind that everyone in the meeting has similar objectives and is presumed to be participating in good faith.
9. Following the meeting, report the outcome to your respective organizations. Refrain from making public statements about the outcome, until after the group's consensus positions are presented publicly at the Oxnard City Council Community Meeting.
10. Agree that your organization will support (or at least not oppose) the consensus position adopted at the Charrette.

If you cannot agree to these conditions, please do not attend.



RSVP

DATE: Sunday, January 28, 2018
TIME: 11 am - 5 pm
PLACE: Ventura Room
Performing Arts & Convention Center
800 Hobson Way, Oxnard, CA 93030
FEE: \$35 per person*

*Lunch will be provided at the meeting site. The registration fee includes the cost of lunch and covers some of the Charrette expenses. This is not a fundraiser for HBCA. We are the organizers.

MAKE CHECKS TO: Western Alliance for Nature

MEMO LINE: Charrette

MAIL CHECK & RSVP SHEET TO:

HBCA, 3600 S. Harbor Blvd. #488, Oxnard, CA 93035

RSVP with Payment by January 12th

We agree to the Rules of the Charrette and these are the attendees:

NAME OF ORGANIZATION/BUSINESS

ADDRESS

EMAIL

PHONE

NAME - OFFICIAL REPRESENTATIVE

SIGNATURE

DATE

NAME - CAUCUS MEMBER #1

SIGNATURE

DATE

NAME - CAUCUS MEMBER #2

SIGNATURE

DATE

NAME - CAUCUS MEMBER #3

SIGNATURE

DATE

NAME - CAUCUS MEMBER #4

SIGNATURE

DATE

Harbor Beach
Community Alliance



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, January 9, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Appraisal Report for District Properties
Item No. D-2

RECOMMENDATION:

1. Receive and file report.
2. Provide direction to staff with regards to sale of District property

FINANCIAL IMPACT: No financial impact. Any potential sale of District property would be agendaized for a future meeting.

BACKGROUND:

The District owns four properties within its service area:

1. 353 Santa Monica Drive
2. 380/384 Highland Drive
3. 112 La Crescenta Street
4. 112 Las Palmas Street

The District's office and headquarter facility is located at the 353 Santa Monica Drive property and is the largest of the four properties. The Highland Drive property continues to provide operational benefit to the District. Large equipment, meter inventory, pipe inventory, and emergency supplies are all stored at the Highland Drive property. The Highland property's proximity to the main office also makes it a suitable location for storing inventory and supplies.

The La Crescenta and Las Palmas Street properties are former well sites operated by the District. As part of the creation of the Port Hueneme Water Agency in 1994 (operational 1996), the District decommissioned its coastal wells. The arrangement moved all groundwater pumping to inland areas, operated by United Water Conservation District, to avoid seawater intrusion. The wells have been capped and covered and will no longer be used for groundwater pumping.

As a governmental entity, the District incurs no carrying costs for holding onto these properties. Periodically, the District has inquired of the market value for the La Crescenta and Las Palmas properties. The previous appraisal results are summarized in the table below.

Appraisal Year	Las Palmas Value	La Crescenta Value	Total Valuation
1989	\$265,000	\$265,000	\$530,000
2004	\$560,000	\$560,000	\$1,120,000

DISCUSSION:

The District recently sought appraisal of the La Crescenta and Las Palmas properties. The table below summarizes the results of the appraisal.

Appraisal Year	Las Palmas Value	La Crescenta Value	Total Valuation
2017	\$800,000	\$800,000	\$1,600,000

Properties are often held as a form of emergency reserves, for a specific future use, or debt securitization. While plans for future improvements at the District’s main office and service yard are just commencing, it is anticipated that the sale of one of the properties would be sufficient to fund improvements.

At the Board’s discretion, the District may:

- Retain ownership of both properties
- Direct staff to seek public bids for sale of one or both properties.

The Board may explore the sale of the properties through processes established by State Law. The Board would have an opportunity to negotiate terms and price if the Board chooses to consummate the transaction.

ATTACHMENTS:

1. Appraisal Report for 112 Las Palmas Street (Excerpt)
2. Appraisal Report for 112 La Crescenta Street (Excerpt)

APPRAISAL OF



LOCATED AT:

116 Las Palmas
Oxnard, CA 93035

CLIENT:

Channel Islands Beach Community Services District
353 Santa Monica Drive
Oxnard, CA 93035

AS OF:

December 15, 2017

BY:

Daniel Bone, Senior Appraiser
State-Certified AR 009434



THE APPRAISAL PLACE

Akbar Alikhan
Channel Islands Beach Community Services District
353 Santa Monica Drive
Oxnard, Ca. 93035

Dear Client:

In accordance with your request, I have personally appraised the Fee Simple interest to the property identified as:

**AP: 206-0-231-030 (Vacant Site)
Oxnard, Ca. 93035**

The legal description is Lot-16 Block B Portion Hollywood Beach Tract MR Book 13 Page 2 as recorded in the Office of the County recorder in Ventura, California. . The unofficial street address is 116 Los Palmas Street.

The appraisal is identified as an APPRAISAL REPORT developed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal report is prepared for, and restricted to the client and intended users as identified. The function (use) is to estimate the market value as of a current effective date to aid in a decision to sell the property. No other uses are intended. The appraisal is based upon the market value definition contained herein, subject to the assumptions, limiting conditions and certifications included. The appraisal is summarized on the standard General Purpose Appraisal Report (rev.12-2005) with additional comments, photographs and exhibits found in the body of the report.

Briefly summarized, the subject site is located in the County of Ventura within the Hollywood Beach submarket. The site is an interior lot located one block from coastline at Hollywood Beach. The site is typical in zoning and size for the neighborhood with 35' feet of frontage and 70 foot average depth. There is a minimal front ocean view, although it is possible to build a new dwelling with a superior view. The site is a decommissioned well site owned by the Oxnard Beach County Water District, and the appraisal assumes that the subsurface conditions are environmentally sound and that the site meets with EPA standards.

The attached appraisal report relies on information gathered from the inspection of the property with verification of the data by Realist Property data services and County Assessor records. The supplied data was assumed reasonably comparable to subject property and representative of general marketing conditions prevailing in the subject neighborhood as of a prior date. When applicable, the appraiser has also relied on information and photographs from the local multiple listings.

Only one of the traditional approaches to value is developed. As the scope of the appraisal necessitates the use of the Sales Comparison Approach only, the cost approach and Income approaches have not been developed. Neither of these approaches is necessary for credible assignment results based on the intended use of the appraisal. The sales comparison approach is developed using a mix of arm's-length closed sales.

The appraisal report has an intended use of a market value estimate as of a current effective date. In my opinion, the "as-is" market value of the property based upon the reported assumptions, extraordinary assumptions and limiting conditions on December 15, 2017 is:

**\$800,000
(EIGHT HUNDRED THOUSAND DOLLARS)**

The following report outlines the rationale, assumptions and analysis of the appraiser, in conjunction with descriptive photographs.

Respectfully Submitted,

Daniel R. Bone
State-Certified AR 09434
CEO, the Appraisal Place
12/21/2017

AERIAL MAP

Client: Channel Islands Beach Community Services District
Property Address: 116 Las Palmas
City: Oxnard

File No.: 552A3-Land-2
Case No.:
State: CA Zip: 93035



APPRAISAL OF



LOCATED AT:

116 La Crescenta
Oxnard, CA 93035

CLIENT:

Channel Islands Beach Community Services District
353 Santa Monica Drive
Oxnard, CA 93035

AS OF:

December 15, 2017

BY:

Daniel Bone, Senior Appraiser
State-Certified AR 009434



THE APPRAISAL PLACE

Akbar Alikhan
Channel Islands Beach Community Services District
353 Santa Monica Drive
Oxnard, Ca. 93035

Dear Client:

In accordance with your request, I have personally appraised the Fee Simple interest to the property identified as:

**AP: 206-0-252-040 (Vacant Site)
Oxnard, Ca. 93035**

The legal description is Lot-16 Block E in Hollywood Beach MR Book 13 Page 2 as recorded in the Office of the County recorder in Ventura, California. . The unofficial street address is 116 La Crescenta Street.

The appraisal is identified as an APPRAISAL REPORT developed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal report is prepared for, and restricted to the client and intended users as identified. The function (use) is to estimate the market value as of a current effective date to aid in a decision to sell the property. No other uses are intended. The appraisal is based upon the market value definition contained herein, subject to the assumptions, limiting conditions and certifications included. The appraisal is summarized on the standard General Purpose Appraisal Report (rev.12-2005) with additional comments, photographs and exhibits found in the body of the report.

Briefly summarized, the subject site is located in the County of Ventura within the Hollywood Beach submarket. The site is an interior lot located one block from coastline at Hollywood Beach. The site is typical in zoning and size for the neighborhood with 35' feet of frontage and 74 foot average depth. There is minimal front ocean view, although it is possible to build a new dwelling with a superior view. The site is a decommissioned well site owned by the Oxnard Beach County Water District, and the appraisal assumes that the subsurface conditions are environmentally sound and that the site meets with EPA standards.

The attached appraisal report relies on information gathered from the inspection of the property with verification of the data by Realist Property data services and County Assessor records. The supplied data was assumed reasonably comparable to subject property and representative of general marketing conditions prevailing in the subject neighborhood as of a prior date. When applicable, the appraiser has also relied on information and photographs from the local multiple listings.

Only one of the traditional approaches to value is developed. As the scope of the appraisal necessitates the use of the Sales Comparison Approach only, the cost approach and Income approaches have not been developed. Neither of these approaches is necessary for credible assignment results based on the intended use of the appraisal. The sales comparison approach is developed using a mix of arm's-length closed sales.

The appraisal report has an intended use of a market value estimate as of a current effective date. In my opinion, the "as-is" market value of the property based upon the reported assumptions, extraordinary assumptions and limiting conditions on December 15, 2017 is:

**\$800,000
(EIGHT HUNDRED THOUSAND DOLLARS)**

The following report outlines the rationale, assumptions and analysis of the appraiser, in conjunction with descriptive photographs.

Respectfully Submitted,

Daniel R. Bone
State-Certified AR 09434
CEO, the Appraisal Place
12/21/2017

AERIAL MAP

Client: Channel Islands Beach Community Services District
Property Address: 116 La Crescenta
City: Oxnard

File No.: 552A3-Land
Case No.:
State: CA Zip: 93035





Board of Directors:

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

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, January 9, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Re-appropriation of funds for Space Planning & Design Services
Item No. D-3

RECOMMENDATION:

1. Approve budget re-appropriation of \$25,000 from Engineering Consultant Services to Architectural (Space Planning & Design) Services
2. Authorize General Manager to enter into agreement with Architects Orange, LLP for Design Services

FINANCIAL IMPACT: Re-appropriation of budgeted funds (\$25,000) for FY 2017-2018, with no change to overall District budget.

BACKGROUND:

The District's main office location at 353 Santa Monica Drive has been the primary operational hub for the District since its inception in 1982. The District's predecessor agency, the Oxnard County Water District, also operated at the same property since the late 1960's. During the District's 36-year history, the main office has undergone no significant renovations.

The District's treatment plant was last operational in 2000 and was removed in 2002. Since then, the treatment plant area has been used to house District records and emergency supplies for the Emergency Response Team.

As the edifice nears 50 years old as operating as an office space, it is necessary to evaluate the building for renovation needs.

DISCUSSION:

While the current configuration of the District yard meets basic operational needs, it does not maximize the space available or allow for optimal flow of yard traffic. Re-configuration of the yard area could help the District maximize its limited area and provide additional community benefit (e.g. emergency triage/trauma headquarters). In conjunction with the need to evaluate renovation options of the District's office space, there may be several possibilities for re-configuration of the yard space.

The attached scope and fee estimate is for Space Planning & Design services, which will aid the District in developing a configuration that maximizes yard space, optimizes operational function, and provides a community benefit.

More specifically, the attached scope and work will answer the following:

- What improvements are necessary for the District to seek an official re-zoning of its property?
- What are the costs to renovate the existing office building to meet future needs for plumbing, electrical, and seismic requirements? How do these costs compare to construction of a new office space?
- What are the different configuration options for the District yard and office?
- How can the yard space be used for most beneficial use?
- What configuration/arrangement will maximize operational function, while also allowing for community amenities (e.g. sand removal dumping, outdoor meeting area, emergency coordination, etc.)

The budget re-appropriation of \$25,000 would be allocated as follows:

Initial Scoping	\$17,400
Additional Scope Items	\$3,200
Contingency	\$4,400
Total	\$25,000

If approved, work would begin in March and be substantially complete by July 2018. Design concepts, reconfiguration options, artistic renderings, and estimated cost of construction for each option will be brought before the Board at a future meeting.

ATTACHMENTS:

1. Scope and Fee Estimate for Space Planning & Design Services

Space Planning & Design Services

Initial Scoping Items	\$17,400
Additional Scoping Items	\$3,200
Contractor evaluation/inspection of office edifice	
Executive Report with pros/cons matrix of each option	
Additional artistic rendering for second option	
Summary of code requirements for CUP/re-zoning process	
Contingency	\$4,400
Total Authorization/Re-appropriation	\$25,000

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT**

for Design Services

AGREEMENT

Made as of the **8th** day of **December** in the year of **Two Thousand Seventeen**.

BETWEEN the Client: **Channel Islands Beach Community Services District**
353 Santa Monica Drive
Oxnard, CA 93035
Tel: (805) 985-6021 Direct: (805) 678-3183
Attn: Akbar Alikham, General Manager

and the Architect: **Architects Orange, LLP**
144 North Orange Street
Orange, California 92866
(714) 639-9860
Attn: Hugh Rose, Partner
Email: hugh@architectsorange.com

For the following Project: **Channel Islands Beach
Community Services District**
Oxnard, CA

Project:

Concept Design for existing 1,600 sf community service facility and adjoining site area. Develop program with client direction to optimize site and structures. Develop 3 unique site plans that show varying levels of impact to existing buildings. Prepare artistic rendering of final plan and program.

THE CLIENT AND ARCHITECT AGREE AS SET FORTH BELOW.

ARTICLE 1: BASIC SCOPE OF SERVICES

1.1 Schematic Design Services

- A. Visit site to review existing conditions.
- B. Meet with Client to gather comprehensive programmatic outline of existing and future needs.
- C. Utilizing google earth aerial photos, prepare concept site plans to address three (3) site/building scenarios as follows:
 - 1. Utilize existing site layout to better maximize storage and parking areas. Existing buildings to remain. Assume basic façade and interior remodels to maximize existing structures.
 - 2. More extensive facilities remodel and site modifications, yet attempting to maintain the existing framework.
 - 3. Maximize site by demolishing existing structures and proposing new facilities and site layout.
- D. Prepare three (3) concept floor plans to accompany the concept site plans as listed above based on the established program components.
- E. Review site and floor plan concepts with client and revise as directed (1 round of revisions).
- F. Prepare one (1) perspective sketch rendering of the selected site plan option (a, b or c).

1.2 Design Development Services (Not Included)

Available upon request.

1.3 Construction Documents Services (Not Included)

Available upon request.

1.4 Agency Processing Services (Not Included)

Available upon request.

1.5 Time of Performance

Architect's services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceeds as expeditiously as practical. Specifically, Architect will use its best efforts to meet a schedule, if the schedule is agreed upon in writing as a part of this contract.

1.6 Excluded Services

Architect will have no involvement in or responsibility for any services not set forth in Section 1 and in particular and without limitation Architect:

- A. Will not be responsible for the accuracy or completeness of data and/or design work provided to Architect by Client, other design professionals, or other reasonably reliable sources.
- B. Will not guarantee estimates of probable construction costs.

ARTICLE 2: CLIENT RESPONSIBILITIES

- 2.1 Promptly notify Architect of any dissatisfaction with Architect's performance, regarding the various problems, which will inevitably arise during the Project's design process.
- 2.2 Client shall provide Architect with:
 - A. Full information regarding Client's requirements for the Project, especially all program requirements including Client's objectives, schedule, constraints, criteria, present and future space requirements and relationships, flexibility, expandability, and any special equipment, systems and site requirements.
 - B. A certified survey of the site prepared by a licensed land surveyor or a licensed civil engineer, including, but not limited to, legal description, grades, and lines of streets, pavements, and adjoining properties, rights of way, easements, encroachments, zoning and other restrictions, boundaries and contours of the building site, locations, dimensions, floor elevations, other pertinent data of existing buildings, and other improvements and trees, and full information as to available service and utility lines, both public and private, with all information referenced to a Project benchmark.

ARTICLE 3: COMPENSATION

- 3.1 Client shall compensate Architect for the basic services set forth in Section 1 as is specified in section 3.2. If the scope of the Project changes or if the Client requests additional services then these services will be performed at Standard Hourly Rates. A copy of which is attached hereto as **Exhibit "A"**.
- 3.2 Architect shall provide Client with monthly invoices for services rendered and costs advanced. Hourly fees will be billed for hours worked each month. Flat fees will be billed on a percentage of work-complete-basis for each basic service during the month. Basic service phases:

Compensation –		
Article 1.1.A and 1.1.B		
Site Design / Recon & Program Development	Hourly Estimate	\$3,500
Article 1.1.C		
Site Planning	Hourly Estimate	\$5,400
Article 1.1.D and 1.1.E		
Floor Plan	Hourly Estimate	\$6,000
Article 1.1.F		
Perspective Rendering	Hourly Estimate	\$2,500
	Total	\$17,400

- 3.3 Each invoice shall be due and payable upon receipt, and delinquent 30 days after its date. In the event of delinquency, interest shall accrue from the invoice date at the rate of 10% per annum.
- 3.4 In light of the obvious advantage of resolving questions and disputes regarding Architect's billing quickly and while recollections are fresh, Client will notify Architect of any questions or dissatisfaction, which it may have regarding any particular invoice within 30 days of the invoice date, and if Client fails to give Architect such notice, then Client will have waived its right to dispute the accuracy and appropriateness of the invoice and the invoice will be binding upon Client.

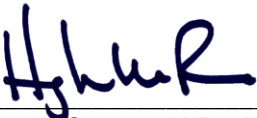
- 3.5 A retainer of \$1,000 will be paid upon the execution of this Agreement and applied to Architect's final invoice.
- 3.6 Reimbursable expenses, when applicable, are payable upon submittal of invoice(s) at cost x 1.15. These include but are not limited to:
1. Project reprographics & reproduction of drawings, documents, and specifications
 2. Courier service and over-night mail for shipping drawings, reports, etc.
 3. Project related ground transportation, such as to/from airports, mileage to the project, etc.
 4. Air travel, hotel and per diem expenses, if necessary
 5. Agency application fees
 6. Presentation materials
 7. Professional renderings
 8. Expenses for additional insurance coverage that may be required, agreed to, and provided

ARTICLE 4: GENERAL PROVISIONS

- 4.1 Architect warrants that all of the services provided by or on its behalf pursuant to this Agreement will be performed with reasonable care, skill and diligence in accordance with generally and currently accepted design professional principles and practices. This warranty is in lieu of all other warranties, either express or implied. In particular, and with out limitation, Architect will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the Project such as the Americans with Disabilities Act, but compliance with these laws as they may be eventually interpreted by others cannot be guaranteed. Further, it is understood that when used in conjunction with the providing of services pursuant to this Agreement, such terms as "certify," "warrant," "confirm," "assure," or the like do not constitute a guarantee, but rather a representation based on Architect's professional opinion or judgment.
- 4.2 Architect will coordinate the professional engineering services called for by this Agreement, but Client acknowledges that Architect lacks the training and experience necessary to perform or critique said services and that these services will necessarily be provided on an independent contractor basis by duly licensed professional engineering sub consultants. In no event, will Architect have any legal liability for any professional errors or omissions committed by these sub consultants.
- 4.3 The plans covered by this contract are understood to be those required by the various governing bodies for this type of work as of the date of this agreement. In the event of a material change of policy of these organizations, which requires additional office or field work, the payment for the extra work shall be the subject of an extra charge.
- 4.4 Architect may suspend its performance under this Agreement, withhold any instruments of service called for by this Agreement, and/or terminate this agreement and its related obligations to Client with no liability for doing so at any time by giving written notice to Client if Client does not make timely payment of undisputed amounts under this agreement and Client does not cure its non-payment of such undisputed amounts within 14 days after actual receipt of notice from Architect specifying the default. This termination releases Architect from any further obligation to provide basic services or additional services to Client under this agreement except for (a) claims related to completed services, and (b) as otherwise expressly authorized or licensed in this agreement.
- 4.5 Client shall reimburse attorney fees arising from collection efforts on accounts receivable.
- 4.6 Ownership of any drawings as instruments of service remains that of Architects Orange.
- 4.7 Architect will provide its services consistent with similar architects providing similar services for similar projects in a similar location.
- 4.8 The indemnification (but not defense) which Architect will provide will hold harmless Client and Client's lender(s) and their respective principals and employees, from and against any and all claims and/or liability arising out of negligence or intentional wrongdoing in the performance of the services called for by this Agreement to the full extent of Architect's fault.

- 4.9 In light of the limited ability of Architect to affect the risks inherent in the Project, and of the disparity between Architect's fee and the potential liability for problems or alleged problems with the Project, and in consideration of Architect's undertaking of the obligations imposed by this Agreement, Client agrees to limit the total aggregate liability concerning or related to the Project of Architect and its affiliated entities and individuals on any and all legal and equitable theories and concerning any and all kinds and causes of losses to the fullest extent allowed by law as to Client and the Project's contractor(s) to \$50,000 or the amount of Architect's services fee, whichever is greater.
- 4.10 The parties intend that Architect's involvement with any Project shall not subject Professional's individual principals/partners or their personal assets to personal exposure for the risks attendant to that involvement. Therefore, any and all remedies of Client/Owner and Client/Owner's related individuals concerning the services performed pursuant to and the obligations imposed by this Agreement shall be sought against Architect and its respective insurance coverages and not against Architect's principals/partners or such principal/partners' personal assets.
- 4.11 Architect and Client/Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

THE INDIVIDUALS EXECUTING THIS AGREEMENT EACH REPRESENT THAT THEY HAVE READ AND UNDERSTOOD ITS PROVISIONS, AND THAT THEY ARE AUTHORIZED TO BIND THE PARTIES FOR WHICH THEY SIGN.

DATE: 12-08-2017 BY: 
Architects Orange, LLP – Hugh Rose, Partner

DATE: _____ BY: _____
Client

EXHIBIT "A"



ARCHITECTS ORANGE, LLP
STANDARD HOURLY RATES
COMMERCIAL & INDUSTRIAL PROJECTS
April 16, 2014

Personnel	Hourly Rate
Partner.....	\$180.00
Principal.....	\$160.00
Associate.....	\$140.00
Senior Designer.....	\$140.00
Senior Project Manager	\$140.00
Designer	\$120.00
Project Manager	\$120.00
Senior Job Captain.....	\$110.00
Job Captain	\$100.00
Draftsperson.....	\$90.00
Professional Staff	\$60.00

--- END OF EXHIBIT ---



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, January 9, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Renewal of Solid Waste Service Agreement with EJ Harrison and Sons INC.
Item No. D-4

RECOMMENDATION:

1. Award a 5 Year Contract to E.J. Harrison and Sons, INC. for the Collection, Diversion, Transport and Disposal of Solid Waste and Recyclable Materials
2. Authorize the General Manager and Legal Counsel to make non-monetary modifications and execute the agreement.

FINANCIAL IMPACT: No modifications to FY 2017-2018 budget. Adopted rate adjustments and service agreement terms will be included in future operating budget cycles.

BACKGROUND:

The District contracts with EJ Harrison and Sons Inc. (Harrison) for collection, diversion, transport, and disposal of solid waste and recyclable materials. The current contract with Harrison was executed in January 2013 for a 5-year term and is set to expire on January 31, 2018.

As part of contract negotiations, the District added the following service modifications in the 2013 – 2018 agreement:

- Vacation Stops – allows residents to stop and restart service up to 90 days in a 12 month period for a \$15 fee
- Commercial & Demolition (C&D) Program – for all C&D projects, the customer will pay an additional \$12.50/per ton to obtain 60% diversion on the project.
- Household Hazardous Waste Disposal - District residents can visit Gold Coast during normal business hours and can dispose of antifreeze, auto batteries, household batteries, motor oil, at no additional charge.

Upon expiration of the current agreement, both the District and Harrison are seeking a new solid waste service agreement.

DISCUSSION:

Contract Renewal

Attached for Board consideration is a new (5) five-year renewal agreement that preserves the service improvements from the previous agreement, assists the District in meeting its trash diversion requirements, and maintains the high level of service to District customers. The attached agreement contains two key changes from the existing agreement.

The first key change is to the terms for renewal. Under the existing agreement, in order to make use of the renewal provision, a new agreement must be in place two years prior to the expiry date of the existing agreement. The proposed agreement reduces this requirement from two years down to one year. This change will allow more time for the District and Harrison to reach a new agreement. In addition, the existing agreement allows for two additional, five-year extensions, for a total of ten additional contract years. The proposed agreement limits the extension to a single five-year period.

The second key change is for the establishment of a household hazardous waste (HHW) temporary storage facility at the District yard. This storage facility would allow District residents to drop off items at the District yard that are currently taken to the Gold Coast Recycling Facility. Having a local option for dropping off HHW materials will provide an added convenience for District residents. Per the terms of the proposed agreement, Harrison (or designated subcontractor) will be required to collect HHW materials from the District yard on a monthly basis. To assist in implementation, Harrison will make recommendations to the District by July 15, 2018 with respect to the required certifications required of staff, items/housing that need to be procured by the District, and how to operate the HHW collection service.

Rate Adjustment

In November of 2017, EJ Harrison staff notified the District of increased tipping and recycling fees at the Gold Coast Transfer Station, where recyclables are sorted to help the District meet state-mandated landfill diversion goals. Tipping and recycling fees are one of Harrison's most significant line item expenses. Gold Coast staff cited more stringent diversion requirements and limitations on foreign purchases of recyclable materials as the key drivers for the cost increase.

The District is currently charged \$23.73 per residential service each month and charges its residents \$29.65. The near 25% differential funds the District's customer service, billing, and other administrative costs related to the solid waste enterprise. Per the proposed agreement, Harrison's rate charged to the District would be \$25.13 per residential service each month, an increase of nearly 6%. Typical rate adjustments in the past have been consistent with annual CPI increases, approximately 2-3% annually.

In July 2016, the District adopted a five-year rate adjustment schedule for solid waste service, with the next scheduled rate adjustment planned for July 2018. The residential rate is currently scheduled to increase by 2.5%, to \$30.39 per residential service. These rates were developed on a basic 2.5% inflationary assumption, prior to knowledge of the increase in Gold Coast tipping fees. If the District were to maintain the planned adjustment to \$30.39 in July 2018 and also

approve the proposed agreement, the 25% margin for overhead costs would not be maintained. If the District wishes to maintain the 25% margin, a Public Hearing will need to be held to adjust solid waste rates beyond the currently scheduled rate of \$30.39 in July 2018. To maintain the 25% margin, the base residential rate for service would need to be adjusted to \$31.41 in July 2018.

The Harrison and District rates for monthly residential service are summarized in the table below.

	Harrison Rate	District Rate	Administrative Margin
Current	\$23.72	\$29.65	25%
July 2018	\$25.13	\$30.39	21%

While the proposed agreement does impact the District's operational costs for the solid waste enterprise, it does not set the District's residential rates. The Board may opt to hold a Public Hearing in Spring 2018, to adjust the base residential rate to \$31.41 and maintain the 25% margin.

ATTACHMENTS:

AGREEMENT BETWEEN CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT AND E.J. HARRISON AND SONS, INC. FOR COLLECTION, DIVERSION, TRANSPORT AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS

**AGREEMENT BETWEEN CHANNEL ISLANDS BEACH COMMUNITY SERVICES
DISTRICT AND E.J. HARRISON AND SONS, INC. FOR COLLECTION,
DIVERSION, TRANSPORT AND DISPOSAL OF SOLID WASTE AND
RECYCLABLE MATERIALS**

THIS AGREEMENT is entered into this ___ day of _____, 2018, by and between CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a governmental entity formed pursuant to California Government Code Section 61000, et seq., hereinafter referred to as the "District," and E. J. HARRISON AND SONS, INC, a California corporation, hereinafter referred to as the "Contractor." This Agreement is entered into in reference to the following facts and circumstances:

RECITALS

- A.** Pursuant to California Government Code Section 61600(c), the District may provide for the collection and disposal of garbage and refuse. The District's Ordinance entitled "An Ordinance of the Channel Islands Beach Community Services District Relating to Trash Collection and Disposal and the Abatement of Nuisances," hereinafter referred to as the "Ordinance," governs the collection, removal, transportation and disposal of solid waste and refuse within the District.
- B.** The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, Division 30, of the California Public Resources Code, commencing with Section 40000, declares that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions.
- C.** The parties wish, to the extent possible, to plan and implement a system of source reduction, recycling, transformation and environmentally safe disposal practices and to meet landfill diversion mandates as set forth in the California Integrated Waste Management Act of 1989 (AB 939).
- D.** As authorized by Public Resources Code Section 40059, the Board of Directors of the District determine that, the public health, safety and well-being require that aspects of solid waste handling which are of local concern to the District, including, but not limited to, the frequency and means of such collection and transportation, recycling or disposal, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services, be provided by an exclusive franchise agreement awarded without competitive bidding.
- E.** The Board of Directors of the District further declares its intention of maintaining reasonable rates for the collection, transportation, waste cycling and/or disposal of solid waste and recyclables.
- F.** The District, having determined that the Contractor, by demonstrated experience, representation and capacity, is qualified to provide for both the collection of solid waste within the District boundaries and the transportation of such solid waste to appropriate places of processing, recycling and disposal, desires that the Contractor be engaged to perform such services on the basis set forth in this Agreement.

NOW, THEREFORE, pursuant to the mutual terms, conditions and covenants contained in this Agreement, the parties agree as follows:

- 1. DEFINITIONS.** For purposes of this Agreement, unless a different meaning is clearly required, the following terms shall have the following meanings:
 - 1.1.** "Agreement" means the agreement between the District and the Contractor for the collection, diversion, transportation and disposal of solid waste and the collection and transportation for processing of recyclable materials, including any exhibits and any future amendments thereto.
 - 1.2.** "District" means the Channel Islands Beach Community Services District, a governmental entity, and all of the territory lying within the boundaries of the District as presently existing or as such boundaries may be modified during the term, acting through its Board of Directors.
 - 1.3.** "Collection" means the collection of solid waste and its transportation to a disposal site or the collection of recycled material and its transportation to a disposal and/or processing facility.
 - 1.4.** "Contractor" means E.J. Harrison and Sons, Inc., a California corporation.
 - 1.5.** "Designated Disposal Sites (DDS)" means the solid waste facility or MRF/T or facility approved by the District for the ultimate disposal (by the Contractor) of solid waste collected by a contractor.
 - 1.6.** "Designated Processing Facility (DPF)" means any properly licensed and permitted planned site used for the purpose of sorting, cleaning, treating, reconstituting and marketing recyclable materials and/or green waste approved by the District.
 - 1.7.** "Designated Waste" means non-hazardous waste which may pose special disposal problems because of its potential to contaminate the environment and which may be disposed of only in Class II Disposal Sites or Class III Disposal Sites, pursuant to a variance issued by the California Department of Health Services. Designated waste consists of those substances classified as designated waste by the State of California, in 23 California Code of Regulations Section 2522.
 - 1.8.** "Disposal" means the final disposition of solid waste collected by the Contractor at a DDS approved by the District.
 - 1.9.** "Generator" means the owner or occupant of premises, including businesses, which initially produces solid waste and/or recyclable materials.
 - 1.10.** "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.
 - 1.11.** "Hazardous Waste" means all substances defined as acutely hazardous waste or extremely hazardous waste by the State of California and Health and Safety Code Sections 25110.02, 25115 and 25117, or in future amendments to or re-codification of such statutes, or identified and listed as hazardous waste by the Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.).

1.12. "Person" means any individual firm, association, organization, partnership, corporation, business, and trust joint venture of the United States, the State of California, the County of Ventura, and special purposes districts.

1.13."Premises" means any land or building in the District where solid waste is generated or accumulated.

1.14."Recyclable Material(s)" means those materials designated by the Contractor and the District which will be processed for marketing. The current schedule of materials that qualifies as recyclable is shown in the Implementation Plan, Exhibit A, and may be changed from time to time by mutual agreement of the parties, in writing. The District Manager or designee may exercise such authority on behalf of the District.

1.15."Recycling" means the process of collecting, sorting, cleaning, treating, reconstituting and/or marketing recyclable materials which would otherwise be disposed of in a landfill.

1.16."Residential" means a dwelling unit other than a multi-family unit, the resident of which places his or her solid waste in containers that typically are sixty-four (64) gallons.

1.17."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 is not limited to, construction, demolition, debris and bulky waste. Solid Waste does not include:

1.17.1. Hazardous waste or low level radioactive waste as regulated under Section 114650 of the California Health and Safety Code, commonly referred to as the Radiation Protection Act of 1999.

1.17.2. Medical waste which is regulated pursuant to the Medical Waste Management Act (Sections 117600, et seq. of the California 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.

1.17.3. Recyclable materials.

2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR. The Contractor warrants and represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of California. The Contractor further warrants and represents that it is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as presently constituted. Contractor further warrants that it is licensed by the appropriate jurisdictions to perform the services set forth in this Agreement. The Contractor has the authority to enter into and perform its obligations under this Agreement. The Contractor has taken all actions required by law, its Articles of Incorporation, Bylaws, Rules and Regulations, Operating Agreement, or otherwise, to authorize the execution of this Agreement. The parties signing this Agreement on behalf of the Contractor have authority to do so.

3. TERM OF AGREEMENT; RENEWAL.

3.1. Term. The effective date of this Agreement shall be February 1, 2018 ("Effective Date"). The term of this Agreement shall be five (5) years and shall end at midnight on January 31, 2023, or earlier, if the Contractor is deemed to be in breach of the provisions stated in this Agreement and more fully discussed in Section 29 of the Ordinance. The obligation of the District to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement, shall be subject to the satisfaction of each and all of the conditions set forth below, each of which may be waived in whole or in part by the District:

3.1.1. That the representations and warranties made by the Contractor in Section 2 of this Agreement are true and correct on and as of the Effective Date.

3.1.2. There is no litigation pending on the Effective Date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

3.1.3. Formal approval of this Agreement by the District Board of Directors.

3.2. Renewal. The Contractor may request that the District renew this Agreement for one (1) additional, five-year term (each a "Renewal Term") by providing the District with advance written notice of the request ("Renewal Request") no later than one (1) year prior to the expiration of term of this Agreement or, where applicable, the Renewal Term. The Renewal Request shall include information, data, records, and reports documenting to the satisfaction of the District that the Contractor has met all terms and conditions set forth in this Agreement. The District shall in its sole and absolute discretion determine whether it is in the interest of the public health, safety and well-being to grant a Renewal Request, which determination shall be final. Any renewal shall be subject to good faith negotiations between the District and the Contractor over any amendments or modifications desired by the negotiating parties.

4. SCOPE OF AGREEMENT.

4.1. Subject to the provisions contained herein, the District hereby grants to the Contractor, the exclusive franchise, right and privilege to collect, remove, transport and dispose of, in a lawful manner, all solid waste accumulated within the District which is required to be accumulated and offered for collection to the Contractor in accordance with the District's ordinances, for the term and in the scope set forth in this Agreement. To the extent allowable by law, as amended and consistent with any District or municipal ordinance, the Contractor shall have the exclusive right to collect and remove from residential, multi-family, commercial and industrial properties within the District, the recyclable materials which have been segregated from solid waste and placed at the curbside or in a designated container for disposal.

4.2. The franchise for the collection, removal, transportation and disposal of solid waste and recyclable materials granted to the Contractor shall be exclusive to the extent allowable by law. Commencing on the Effective Date of this Agreement and continuing until the expiration of the original term of this Agreement, the District shall pay to the Contractor the monthly fees shown on Exhibit A (attached hereto and incorporated herein) for each of the particular services provided by the Contractor, subject to such future adjustments as may be agreed by the parties described in Section 9 of the Agreement less a District franchise fee of fifteen percent (15%) which shall be deducted by the District prior to the transmittal of the monthly payment.

- 4.3. The District shall cause each solid waste service customer to be billed on a monthly basis. The District, within thirty (30) days of said monthly billing, shall remit to the Contractor an appropriate amount based on the services provided by the Contractor, the fee schedule shown in Exhibit A or as subsequently amended by the Parties less the fifteen percent (15%) franchise fee noted above.
- 4.4. The Contractor shall periodically bill for services it directly provides within the District's service area. The Contractor, within thirty (30) days of said billings, shall provide to the District the amount of said billings. The District shall deduct a franchise fee ten percent (10%) of said billings from the current monthly billing summary transaction report, as provided for herein.
- 4.5. During the term of this Agreement, the Contractor shall pay, in addition to all other operating expenses incurred by the Contractor in performing the work, services and functions called for in this Agreement, the following fees and charges:
 - 4.5.1. All tipping fees and other charges which are made, charged and imposed by the operator of a DDS for the delivery, receipt, processing and/or disposal of solid waste to or at such DDS.
 - 4.5.2. All tipping fees and other charges which are made, charged or imposed by the operator of any other facility, including any material recovery facility, for the delivery, receipt, processing and/or disposal of recyclable materials.
 - 4.5.3. All other fees imposed or charged by any governmental agency associated with the operation of the collection activity undertaken by the contractor.

5. WASTE COLLECTION SERVICES.

- 5.1. The Contractor, at its expense, shall provide all labor, materials and equipment necessary to perform weekly, or more frequently as herein required, solid waste collection and recycling, transportation, and disposal services for all residential and commercial properties within the District. In its collection and disposal of solid waste, the Contractor expressly acknowledges and agrees to comply with all of the provisions contained in Section 20 of the Ordinance. All work to be done by the Contractor pursuant to this Agreement, shall be accomplished in a thorough and professional manner so that the residents and businesses within the District are provided with reliable, courteous and high-quality collection at all times. The enumeration of, and specification of requirement for, particular aspects of service quality shall not relieve the Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such aspects are enumerated elsewhere in the Agreement or not.
- 5.2. Pursuant to this Agreement, the District Manager may determine, with the advice of the Contractor, as appropriate, that the then current frequency of trash collection at a property is insufficient to meet the demand generated, or in the alternative, may determine that additional trash containers are necessary for the property. In such incidences, the Contractor agrees to comply with the determination of the District Manager and either immediately increase the frequency of trash collection and/or cause additional containers to be left at the subject property, in accordance with the District Manager's directions.

5.3. For the removal of construction-related materials from construction sites, which services the Contractor shall provide upon District's request, the Contractor shall make contractual arrangements for such services directly with the requesting party and the Contractor shall bill the owner or occupant directly for such services. The franchise fee of ten percent (10%) as described in Section 4 of this Agreement shall apply to such services.

5.4. Contractor shall not be required during its routine collection process to remove or collect from any property, prohibited materials or hazardous waste as defined herein. In such incidences, the owner or occupant shall notify the District of its desire for the removal or disposal of the prohibited materials. The District shall notify the Contractor of the request. If the Contractor can provide such removal and disposal services the Contractor shall make contractual arrangements for such services directly with the requesting party and the Contractor shall bill the owner or occupant directly for such services. The franchise fee of ten (10%) as described in Section 4 of this agreement shall apply to such services.

6. CONTRACTOR PERSONNEL.

6.1. The Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement, in a safe and efficient manner. All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. The Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for the collection of solid waste or who are otherwise directly involved in such collection. The Contractor shall train its employees involved in solid waste collection to identify and not to collect hazardous waste.

6.2. The Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the collection of solid waste under this Agreement. The Contractor shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. The Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is not found to be courteous or not to be performing services in the manner required by this Agreement, the Contractor shall take all appropriate corrective measures. The District shall notify the Contractor by telephone, e-mail or fax of any complaints received from customers.

7. ADDITIONAL SERVICES PROVIDED BY CONTRACTOR. The Contractor, at its expense, shall provide to the District and/or residents or property owners of the District, free of charge, including, but not limited to, the following services:

7.1. The Contractor shall provide one (1) roll-off for green waste recycling to be located at the District's yard at 353 Santa Monica Drive, Channel Islands Beach. The Contractor shall pick up said roll-off at such times as requested by the District.

7.2. The Contractor shall provide trash collection and disposal services and other assistance to the District as part of the District's community beautification clean-up campaign. The Contractor shall participate in and provide such services at specified times and dates designated by the District

Manager, but not more often than once a year. In conjunction with the program, the Contractor shall collect and dispose of all trash normally handled by the Contractor, plus other materials not normally presented for disposal, including discarded large household appliances, furniture, carpets, mattresses and other similar large items which require special handling due to their size, but which can be collected without the assistance of special loading equipment and without violating the vehicle load limits. The Contractor shall be responsible for landfill tipping fees incurred in connection with such beautification and clean-up campaigns. The Contractor shall not be responsible for picking up any hazardous materials, as herein defined, during the community clean-up campaign.

- 7.3. The Contractor shall assist the District in implementing the District's recycling program as referenced herein in Section 12.
 - 7.4. The Contractor shall provide an annual Christmas tree collection either curbside or at a drop-off service area designated by the District at no charge to the District and/or its constituents. The annual Christmas tree collection shall take place on the two (2) weeks following Christmas on the customer's regular pickup days.
 - 7.5. The Contractor shall provide two (2) large item residential pick-ups one time per residential customer per year free of charge.
 - 7.6. The Contractor shall provide information to customers about we do not collect. And provide recycling education in the schools at the 5th grade level, or at any other large gathering at the school.
 - 7.7. The Contractor shall provide disabled walk in service free of charge for customers that meet the disabled status.
 - 7.8. Contractor shall provide two (2) 3-yard bins for solid waste, twice a week, and one (1) 25-yard roll-off container for clean concrete and asphalt, or asphalt, to be serviced as needed, but not to exceed eight (8) times per calendar year. The Contractor shall collect and dispose of all solid waste, recyclable material and E-Waste generated at the District's facilities at no cost to the District.
8. **COMPENSATION TO THE CONTRACTOR.** The District shall provide the Contractor with a monthly summary transaction report specifying the types of services rendered by the Contractor during the last billing period, the number and type of services provided and the compensation to the Contractor for the billing period based on the rates and charges shown in Exhibit A less the fifteen percent (15%) franchise fee. The Contractor will only pay the (15%) franchise fee on accounts collected by the District. The District shall pay compensation to the Contractor for all customers except where a customer's barrel has been removed for non-payment of services or where the customer's service has been suspended in response to a District-approved Vacation Hold as specified in Section 8.1. A customer whose service is reinstated following removal of a barrel or a Vacation Hold shall be subject to the restart charge set forth in Exhibit A. The District and the Contractor will determine billing for the last billing period on the fifteenth (15th) of each month. If the Contractor does not notify the District within ten (10) days of mailing said monthly billing summary transaction report of errors within said report, it shall be conclusive evidence of acceptance of the report as final and accurate. In the event of a dispute over the compensation, the Contractor and District Manager shall endeavor to amicably

resolve the dispute through review and negotiation. If any such dispute cannot be successfully resolved between the contractor and District Manager, the Contractor may bring the dispute to the District's Board of Directors, whose decision shall be final.

8.1. The District may request that the Contractor suspend a customer's service during periods when the customer is on vacation or otherwise not occupying the premises served ("Vacation Hold"). A Vacation Hold must be for a minimum of sixty (60) consecutive days, and the total number of Vacation Hold days per customer shall not exceed ninety (90) days in any calendar year.] OR [The District may request that the Contractor suspend a customer's service during periods when the customer is on vacation or otherwise not occupying the premises served ("Vacation Hold"). The total number of Vacation Hold days per customer shall not exceed ninety (90) days in any calendar year, which days need not run consecutively.

9. RATE ADJUSTMENTS.

9.1. The rates at which the District shall compensate the Contractor are shown in Exhibit A less the fifteen percent (15%) franchise fee. Except as provided for herein, the base residential rate charged for the services provided by the Contractor at the commencement of this contract shall be the sum of Twenty-three Dollars and Seventy-two Cents (\$23.72) per month.

9.2. The parties agree that the base residential service rate shall be \$25.13 per month effective July 15, 2018. The base residential rate adjustment is a combination of increased pass-through tipping fees and an annual CPI adjustment. For years commencing July 15, 2018, the Contractor may request the preceding October, up to a three percent (3%) CPI-based rate increase in accordance with the following methodology: By October 31, 2018, and each October 31st thereafter during the term of this Agreement, the Contractor shall average the CPI (Los Angeles-Long Beach Region) for the month of September for the preceding calendar year and the month of September for the then current year. For example, for illustrative purposes, if the Contractor seeks a rate increase for the year beginning July 15, 2018, the Contractor shall average the CPI for the months of September, 2017 and 2016. If the average percentage is below three percent (3%), the Contractor may still request a three percent (3%) increase, but the District shall have the right to give only the average CPI percentage increase. For the year commencing July 15, 2018, the Contractor by October 31, 2017 would notify the District of its intent to seek a rate increase, and then would take the average CPI for the months of September, 2017 and 2016. Such methodology would continue for the remainder of the term of this Agreement.

9.3. In the event that the Contractor's combined cost increase in excess of four percent (4%) in a year, the Contractor shall open discussion with the District about an emergency rate increase. Said adjustment shall require approval by the Board of Directors of the District.

9.4. Any change in landfill tip fee or processing fee (including Recyclables and Green Waste) shall result in an automatic rate adjustment in an amount of the change plus applicable governmental fees. The tip fee shall be apportioned to the Residential and Commercial customers in accordance with the volume and frequency of their service.

10. COLLECTION STANDARDS.

- 10.1.** The Contractor shall transport all collections under this Section to the DDS or DPF approved by the District Manager. The Contractor shall maintain accurate records of the quantities of solid waste materials and recyclable materials transported to the DDS or DPF, and will cooperate with the District in any audits or investigations of such quantities. The Contractor shall follow the rules and regulations of the operator of the DDS or DPF with regard to operations therein, including for example, complying with directions from the operator to unload collection vehicles in designated areas accommodating to maintenance operations and construction of new facilities.
- 10.2.** The Contractor shall use due care when handling containers. Containers shall not be thrown from trucks, roughly handled, damaged or broken. Containers shall be returned to the collection point upright with lids in the proper place. The Contractor shall ensure that its employees avoid crossing landscaped areas and climbing or jumping over hedges and fences. The District shall refer complaints concerning damage to private property to the Contractor. The Contractor shall repair all damage to private property caused by its employees. The Contractor shall notify the District, within twenty-four (24) hours from the date of said damage, of the extent of the damage and the repair.
- 10.3.** The Contractor shall use due care to prevent solid waste or other materials from being spilled or scattered during the collection or transportation process. If any solid waste or other material is spilled during collection, the Contractor shall promptly clean up all spilled materials that will fit in their container. Each collection vehicle shall carry a broom and shovel at all times for this purpose. If the material spill requires more assistance the driver will follow procedure to get the spill cleaned up. The Contractor shall not transfer loads from one vehicle to another on any public street unless it is necessary to do so because of mechanical failure or accidental damage to a vehicle.
- 10.4.** During the collection or transportation process, the Contractor shall clean up litter in the immediate vicinity of any solid waste storage area or area where bins are placed for pick-up, whether or not the Contractor has caused the litter. The Contractor shall discuss incidents of repeated spillage not caused by it directly with the generator responsible and report such incidents to the District Manager. It is not the intent of this Section that the Contractor be responsible for collecting extra solid waste from the waste generator without charge.
- 10.5.** The Contractor shall schedule residential collection operations and commercial collection operations between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday. Collection operations may occur twice a week or be subject to approval of the General Manager. All collection operations shall be conducted as quietly as possible and shall conform to applicable federal, state, county and city noise level regulations that now exist or may be amended in the future, including, but not limited to, the requirement that the noise level during the solid waste compaction process not exceed seventy-five (75) decibels at a distance of twenty-five feet (25') from the vehicle and a height of five feet (5') from the ground. The District may conduct random checks of noise emission levels to ensure such compliance.

11. VEHICLES AND EQUIPMENT.

- 11.1. The Contractor shall provide collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. The Contractor shall have available on collection days, sufficient back-up vehicles for each type of collection vehicle used to respond to complaints and emergencies. The fleet of vehicles used by the Contractor in providing collection services shall comply and stay in compliance with all federal, state and local requirements for such vehicles as they now exist or may be amended to read in the future, and be registered with the California Department of Motor Vehicles, the California Highway Patrol, the Federal Department of Transportation, and the California Air Resources Board.
- 11.2. The Contractor's name, local telephone number and a unique vehicle identification number designed by the Contractor for each vehicle shall be prominently displayed on all service vehicles. The Contractor shall maintain all of its vehicles and equipment used in providing services under this Agreement in a safe, neat, clean and operable condition at all times. Vehicles used in the collection of solid waste shall be thoroughly washed and thoroughly cleaned externally on a regular basis so as to present a clean appearance. The District may inspect vehicles at any time to determine compliance with sanitation requirements. The Contractor shall make vehicles available to the appropriate regulatory public agency for inspection, at any frequency such agency requests.
- 11.3. Vehicles shall be operated in compliance with the California Vehicle Code and all applicable safety and local ordinances. The Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles. The District shall have reasonable access to the Contractor's records relating to the operation and maintenance of the Contractor's vehicles.

12. RECYCLING PROGRAM.

- 12.1. The Contractor agrees to use its best efforts in cooperation with the District in assisting the District a recycling program for recyclable materials.
- 12.2. The Contractor and the District shall use their best efforts to help the District meet its diversion tonnage requirements of AB 939. The Contractor agrees to, at least quarterly, provide the District with AB 939 tonnage and recycling reports. To the extent possible, the Contractor shall segregate AB 939 tonnage generated by the District. In other words, to the extent possible, the Contractor shall provide to the District, at least quarterly, a report that segregates the District's AB 939 tonnage from other AB 939 tonnage collected by the Contractor in other municipal and unincorporated areas.
- 12.3. To encourage and provide for the diversion of commercial materials and construction and demolition material from landfill disposal in order to reduce waste and comply with AB939, customers will be charged an additional \$12.50 per ton for construction and demolition projects.
- 12.4. Contractor shall take all necessary actions to ensure that, during the term of this Agreement, District residents may dispose of antifreeze, auto batteries, household batteries, motor oil (limit twenty (20) gallons in five (5) gallon containers and latex- based paint (items commonly referred to as "household hazardous waste" or "HHW") at the Gold Coast Recycling facilities of Ventura County ("Gold Coast").

12.4.1. Customer access to Gold Coast shall be limited to normal business hours and disposal shall be at no cost to the customer, provided the customer provides credible proof that he/she resides within the jurisdictional boundaries of the District.

12.5. By July 15, 2018, Contractor shall recommend to District temporary storage options for HHW materials, certifications required of District personnel for temporary handling of such options, and recommendations to District for hours of reception of such items. At District election, District shall procure and install temporary HHW storage facilities.

12.5.1. Contractor, or designated sub-contractor, shall retrieve HHW materials from District's temporary storage facility, to be located at District headquarter yard, on a monthly basis and dispose of in compliance with all State & Federal laws. Contractor will retrieve HHW materials from a single location only.

13. COMPLIANCE WITH LAW. The Contractor shall bear sole responsibility for and shall comply with all local, state and federal laws, ordinances, regulations, standards and orders relating to the collection, transportation and disposal of trash, and the nature and conduct of the Contractor's work, whether currently in effect or hereafter enacted, including, but not limited to:

13.1. Fair employment practices and non-discrimination;

13.2. Occupational safety and health (OSHA);

13.3. Licensing and operation of the motor vehicles used in the Contractor's business; and

13.4. Operation of the Contractor's solid waste collection and disposal business.

14. CONTRACTOR'S NAME. The Contractor shall not use the words "Channel Islands Beach" or "Community Services District" or like words in its name or on its equipment.

15. PERFORMANCE BOND.

15.1. Upon execution of this Agreement, the Contractor shall file with the District and shall thereafter, during the term of this Agreement, maintain in full force and effect, a surety bond or other adequate surety in a form satisfactory to the District in the amount of Twenty-Five Thousand Dollars (\$25,000) for the Contractor's faithful performance of this Agreement.

15.2. The Contractor's performance bond shall be so conditioned that if the Contractor fails to comply with any one (I) or more of the provisions of this Agreement, then there shall be recoverable, jointly and severally from the Contractor in surety, any damage or loss or costs suffered or incurred by the District as a result thereof, including attorney fees and costs of any action or proceeding, and including the full amount of any compensation, indemnification, cost of removal or abandonment of any property or other costs which may be in default up to the full principal amount of such bond.

15.3. Such bond shall not be canceled, altered or allowed to lapse without at least thirty (30) days' prior written notice to the District Manager by the surety.

15.4. Failure to file or maintain such performance bond shall be deemed a breach of this Agreement and shall be grounds for termination of this Agreement by the District.

16. PERFORMANCE STANDARDS. In order to be eligible for a rate adjustment the Contractor must demonstrate in a format acceptable to the District the following:

- 16.1. Contractor is meeting diversion standards as established by this Agreement.
- 16.2. Contractor is in compliance with customer service standards as established by this Agreement more fully explained in Exhibit A.
- 16.3. All reports required by this Agreement are maintained and/or provided in a timely manner to the District.
- 16.4. Contractor is not in breach of this Agreement.
- 16.5. All payments due to the District pursuant to this Agreement are current.
- 16.6. Annual Contractor Performance Review standard form attached as Exhibit B and incorporated as part of the Agreement.

17. INSURANCE.

17.1. Minimum Limits. Concurrently with the execution of this Agreement, and at all times during its existence, the Contractor shall maintain in full force and effect, at the Contractor's sole cost and expense, a general comprehensive public liability insurance policy or policies, including coverage for premises operations, explosion and collapse hazard, underground hazard, contractual insurance, broad-form property damage, independent contractor's and personal injury and automobile liability comprehensive form, in protection of the District, its officers, directors, agents and employees, with an insurance company licensed to do business within the State of California approved by the District Manager and in a form satisfactory to the District Manager, protecting the District and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of the Contractor under this Agreement, with the following minimum limits:

Bodily Injury:

\$3,000,000 each person

\$3,000,000

\$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

17.2. Certificate of Insurance. The District shall be named as an additional insured in all of said insurance policies. The Contractor shall file (a) valid and unexpired certificate(s) of insurance with the District Manager concurrently with the execution of this Agreement. Such policies shall contain a provision that the insurance thereby evidenced shall not be canceled, allowed to lapse or

expire or be reduced in amount during the term of this Agreement, unless the District Manager is given at least thirty (30) days' notice in writing by the insurer prior to any such cancellation, lapse, expiration or reduction in coverage. A lapse of the minimum insurance required by this provision for any reason shall be deemed a breach of this Agreement and shall be grounds for automatic termination of this Agreement by the District.

17.3. Endorsements. Said insurance policy or policies shall contain the following endorsements:

- 17.3.1. The naming of the District as an additional insured as herein provided shall not affect any recovery to which the District would be entitled under this policy if not named as such additional insured;
- 17.3.2. The District as an additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof;
- 17.3.3. The District as an additional insured named herein shall not, by reason of being so named, be considered a member of any mutual insurance company for any purpose whatsoever; and
- 17.3.4. Any other insurance held by the District shall not be required to contribute anything toward any loss or expense covered by the insurance which is referred to by this certificate.

17.4. Increase in Coverage. At any time during the term of this Agreement, the District may, based upon requirements of the District's liability insurance carrier(s) or upon increases in minimum contractor liability insurance limits in neighboring public entities with jurisdiction over trash collection, request the Contractor to increase the amount of insurance coverage over the minimum limits specified in subsection 17.1. In the event of such a request, the parties agree to negotiate, in good faith, the amount of such an increase, recognizing the Contractor's cost in procuring such expanded coverage.

18. WORKER'S COMPENSATION INSURANCE. The Contractor shall, at all times, keep fully insured, at the Contractor's own expense, all persons employed by the Contractor in connection with the performance of this Agreement as required by the provisions of the California Labor Code relating to Worker's Compensation and Insurance. The Contractor shall indemnify, defend and hold the District free and harmless from all liability arising by reason of injuries of any employees of the Contractor incurred in the course of employment hereunder. The Contractor shall file and maintain certificates with the District showing said insurance to be in full force and effect at all times during the term of this Agreement. No work shall be done by the Contractor during any period when the Contractor is not covered by insurance as required herein.

19. INDEMNITY AND HOLD HARMLESS. The Contractor shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from all liability of whatever kind or character, including, but not limited to, damages for injury or death or damage to persons or property, and regardless of the merit of the same and against all liability to others and against any loss, cost and expense resulting or arising out of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs or per diem expenses, travel and transportation expenses, or other costs or expenses, arising out of or pertaining to the exercise of or the enjoyment of this Agreement, whether such performance be by the Contractor or anyone directly or indirectly employed by the Contractor, and whether such damages accrue or are discovered before or after termination of this Agreement.

20. NON-WAIVER. The District's consent to or omission to object to any act in violation of this Agreement, or any omission by the Contractor to perform when and as provided by this Agreement, shall not constitute a waiver of any provision of this Agreement nor a waiver of the right, exercised reasonably, of the District to require proper performance in full of any provision of this Agreement.

21. AUDIT. The District shall have the right of review and audit of the Contractor's financial books and records, disposal tipping fees, and tonnage slips. The District shall have the right, upon not less than seven (7) days written notice, to review the Contractor's financial books and records. The cost of any reproduction or production of said records shall be borne by the Contractor. The District shall also be provided with disposal tipping fees and tonnage slip information. The District shall keep said audit information confidential to the extent allowed by law.

22. TRANSFER OF OWNERSHIP. In the event the Contractor is purchased by another corporation, partnership or business entity, or merges with another waste management entity, this Agreement shall be subject to review by the District's Board of Directors. In the event of such transaction, the District shall have the right to terminate this Agreement upon sixty (60) days' notice.

23. ASSIGNABILITY.

23.1. No Assignment Without Consent. None of the Contractor's rights, privileges or obligations herein granted or authorized shall be leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person through the sale of stock or otherwise, either by act of the Contractor or by operation of law, without the prior written consent of the District. Consent may be withheld for any reason by the District in its sole discretion. The granting of such consent shall not render unnecessary any subsequent consent.

23.2. Change in Control. The Contractor shall promptly notify the District of any proposed change in control and/or ownership of the Contractor with respect to which the consent of the District is required. Such change in control shall make this Agreement null and void unless and until the District shall have consented in writing thereto. For purposes of determining whether it will consent to such change, transfer or acquisition of control, the District may inquire into the qualifications of the prospective controlling party and the Contractor shall assist the District Manager in any such inquiry. The District may condition such transfer upon terms and conditions it deems appropriate. For purposes of this Section, a presumptive change in control and/or ownership will exist upon sale or transfer of ten percent (10%) or more of the Contractor's ownership stock, interest or other control.

23.3. Document Evidencing Change in Control. At least sixty (60) days prior to any transfer as heretofore described, the Contractor shall file with the District, a copy of the deed agreement, mortgage, lease or other written instrument evidencing such sale, transfer or lease, certified and sworn to as correct by the Contractor.

23.4. Transfer Void Unless Approved. Every such transfer, as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless the Contractor shall have filed such certified copy as is required and the District has given its approval.

23.5. Termination. Failure to obtain the approval of the District as provided herein, shall entitle the District to terminate this Agreement effective thirty (30) days from the date the District provides the Contractor with written notice of disapproval and termination.

24. REPORTS REQUIRED.

24.1. Periodic Reports. The Contractor shall provide the District Manager, at the times and in the form prescribed by the District Manager, such reports with respect to the Contractor's operations as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of the Contractor or the District in connection with this Agreement.

24.2. Contents. Such reports shall include, but not be limited to, the following matters, which shall be submitted to the District Manager not later than sixty (60) days following the District Manager's request for same:

24.2.1. An up-to-date list of all trucks used for collection and disposal of trash within the District, including the make, type, year, license number, identification number and ownership;

24.2.2. The names, titles and addresses of the owners, partners, officers, directors and shareholders of the Contractor;

24.2.3. The names and titles of all of the Contractor's employees providing trash collection and disposal services to the District;

24.2.4. A description of all cases of property damage and personal injury that have occurred while providing trash services for the District within the last year;

24.2.5. A description of all traffic citations received by the Contractor or its employees in the past year;

24.2.6. Workers' Compensation Experience Modification Factor for the current year; and

24.2.7. Any reports required in conjunction with Section 12 of this Agreement.

24.3. Pre-Printed Forms. The Contractor shall develop, utilize and deliver to the District, on a regular basis, a pre-printed form recording those instances where property or properties within the District are in violation of the trash volume limitations set forth in the Ordinance.

24.4. Quarterly Reports. Within thirty (30) days after the end of each calendar quarter, beginning October 1, 2018 (the first report being due November 30, 2018), the Contractor shall provide the District with a written report which shall include:

24.4.1. Total tonnage of trash collected; and

24.4.2. Other information as specified by the District Manager.

25. RIGHTS AND POWERS RESERVED TO THE DISTRICT.

25.1. At all reasonable times, the Contractor shall permit the District Manager to examine all property of the Contractor, and to examine and transcribe any and all records kept or maintained by the Contractor under the Contractor's control which pertain to this Agreement, including, but not limited to, all of the Contractor's financial records and accounts.

- 25.2.** Neither this Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental rights or powers of the District. The Contractor expressly acknowledges and agrees to the provisions of Sections 18 and 24 of the Ordinance.
- 25.3.** The District's Board of Directors may do all things which are necessary and appropriate in the exercise of the District's jurisdiction under this Agreement and may determine any question of fact which may arise during the existence of this Agreement.
- 25.4.** The District Manager is hereby authorized and empowered to adjust, settle or compromise any controversy or charge arising from the operations of the Contractor under this Agreement, either on behalf of the District, the Contractor, or any property owner or occupant, in the best interests of the public. Either the Contractor, or any owner or occupant of property within the District, who may be dissatisfied with any decision of the District Manager, may appeal the matter to the Board of Directors for hearing and determination. The Board of Directors may accept, reject or modify the decision of the District Manager, and the Board of Directors may adjust, settle or compromise any controversy or cancel any charge arising from the operations of the Contractor.

26. NOTICES.

- 26.1.** All notices or correspondence required to be given under this Agreement or otherwise shall be given by placing such notices in the United States mail, by first-class mail, postage prepaid, addressed to the parties at their respective addresses:

District:

Channel Islands Beach Community Services District 353 Santa Monica Drive
Channel Islands, CA 93035-8598

Contractor:

E. J. Harrison and Sons, Inc. 5275 Colt Street
Ventura, CA 93003

- 26.2.** All such notices shall be deemed given on the day deposited in the United States mail in the manner specified above.

- 27. SEVERABILITY.** If any term, covenant, condition, section or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- 28. SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, representatives, assigns and successors-in-interest of the parties hereto, subject, however, to the provisions of Section 22 herein.

29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the District and the Contractor. This Agreement may be modified or altered only by an instrument in writing signed by both the District and the Contractor. No prior or contemporaneous oral understandings or agreements between the parties not incorporated within this Agreement shall be binding upon the parties.

30. **CALIFORNIA LAW.** This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any lawsuit or action brought or commenced under this Agreement shall be litigated in the Superior Court for the County of Ventura, in accordance with the jurisdictional limits of the respective courts.

DATED: _____, 2017

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a governmental entity formed pursuant to California Government Code Section 61000, et seq.

BY: _____
"District"

DATED: _____, 2017

E.J. HARRISON AND SONDS, INC, a California Corporation

BY: _____
"Contractor"



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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

Regular Board Meeting, January 9, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Requirements for New Meter Installations
Item No. D-5

RECOMMENDATION:

Approve new requirements to New Meter Installations.

FINANCIAL IMPACT: No impact to District budget or changes to District fees.

BACKGROUND:

The District provides water service to approximately 1,900 dwelling units within its service area. Many duplexes within the District share a common meter, despite servicing two distinct sides of the same property with separate occupants.

As properties within the District continue to be redeveloped or renovated, staff often receives requests to install a new meter on the existing property so each side of the duplex can be metered separately. New meter installations at existing properties are still subject to all buy-in/connection fees.

DISCUSSION:

Recently, staff completed a new meter installation at an existing duplex home, with the intention of each duplex unit being metered separately. However, staff was later notified that the plumbing of the duplex was interconnected within the home; therefore, even with a new meter installation, water that was metered going into one unit of the duplex could be serving the other unit of the duplex, and vice versa.

To prevent future occurrences of metered water being shared across duplex units when each are metered separately, staff recommends adding the following language to the District's existing requirements for New Meter Installations.

For all new water meter installations where there is an existing meter on the property, and the intended result of the new meter installation is to isolate water usage for a portion of the property on the new meter, owner must show proof that the internal plumbing has been inspected by a licensed plumber to verify that internal plumbing is (1) not interconnected and (2) the existing and requested meter cannot both serve the same portions of the property.

If the above language is approved, Staff will include it in the updated requirements for New Meter Installations (existing requirements are attached).

ATTACHMENT(S):

Existing Requirements for New Meter Installations

NEW AND REMODEL

Water Meter Connection Charges and Requirements

$\frac{3}{4}$ " water meter connection - \$6,064.00

1" water meter connection - \$12,128.00

Upgrade from $\frac{3}{4}$ " existing water meter connection to 1" water meter connection - \$6,064.00

Meters shall be located within the public utility right of way and shall be readily accessible to District staff for reading, maintenance, or repairs. Homeowner improvements that are in the public right of way that are removed for emergency repairs or maintenance shall be the replaced with white sidewalk concrete only.

Meter and connection sizing are based on Fire Sprinkler system requirements that are developed by your engineer and approved by Fire Protection District officials.

Fire sprinkler lines will be connected to the customer's metered service as depicted in attachment 1.

Sewer Connection Charges and Requirements

New Sewer Connection - \$8,656.00 New construction only

All sewer connections shall be inspected by video camera with District staff onsite, or a video recording provided to District staff for review, comment, and approval. All sewer lateral connections shall use a "strong back" connector to join house waste line(s) to the lateral connecting to the District collection system. All work must be inspected and signed off by District staff as well as Building and Safety. Homeowner is responsible for all repairs and maintenance of the entire sewer lateral up to and including the wye connection to the district main as depicted in Attachment 2.

Sewer line/Meter Relocations

Sewer Line/Meter relocations shall be billed at actual costs plus 15% administrative fee to cover handling and billing costs.

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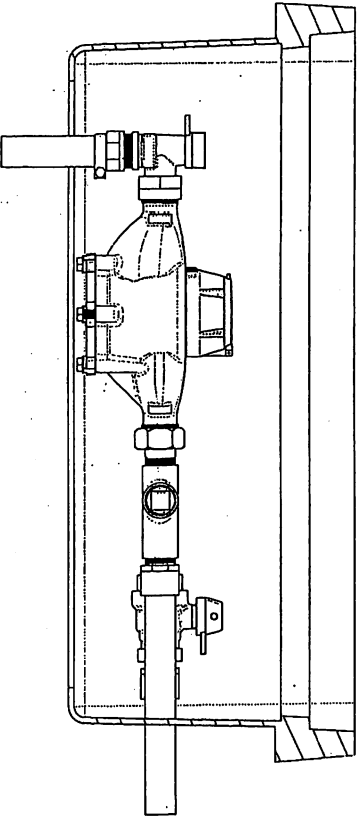
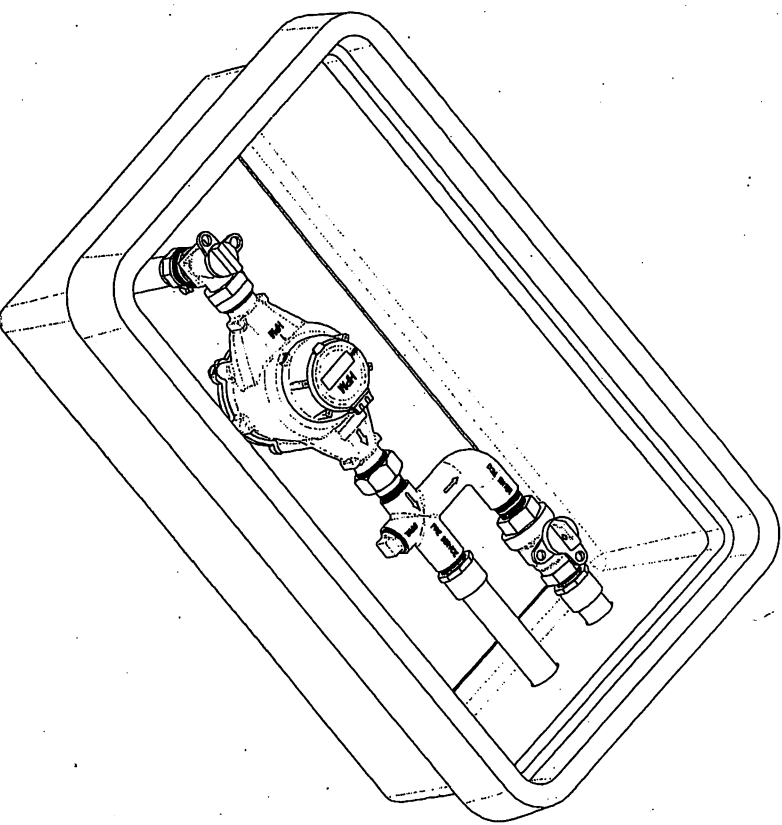
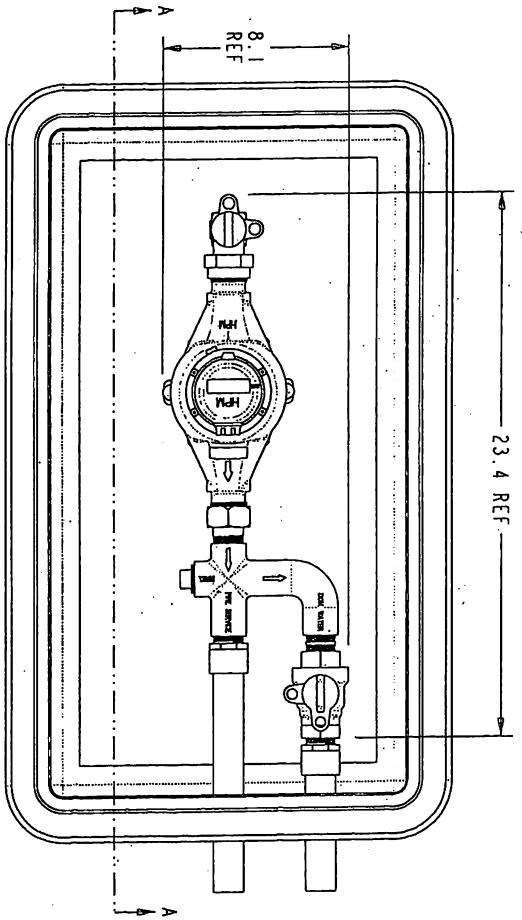
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REV
NC
FSM100-PMF07-WB

REV	DESCRIPTION	DATE	APPROVED

REVISIONS



SECTION A-A

A

B

C

D

E

NOTES:

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UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES		SIGNATURE & DATE	
III	±.010	DR	S. PALLIOTTI 10/30/08
II	±.03	CHK	
I	±.5	RC	
MATERIAL		APPD	
FINISH		SCALE	1 : .25

FSM100 FIRE SERVICE
MANIFOLD ASSEMBLY
WITH 1" PMF07 METER
AND 1 7/8 X 3/8 METER BOX

PERFORMANCE METER, INC. 200 E. JOHN STREET BARRING, CALIFORNIA 92220	C	FSM100-PMF07-WB	SHEET 1 OF 1
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A

B

C

D

E



Board of Directors:

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

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, January 9, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Election of Board Officers for Calendar Year 2018
Item No. D-6

RECOMMENDATION:

Elect new officers for Board positions, committees, and outside agency appointments.

FINANCIAL IMPACT: No impact to District budget.

BACKGROUND/DISCUSSION:

At the beginning of each calendar year, the Board elects new officers for its President and Vice President positions. In addition, the Board selects officer assignments for its three committees –

1. Finance Committee
2. Facilities Committee.
3. Water Utility Rate Review Committee (WURRC)

The Board assigns two Board members each to the Finance and Facilities Committees, with the Board President typically serving as the alternate to both committees. The WURRC was established to provide a forum for the District Board and the County Harbor Administration to discuss utility rate issues. This committee is typically served by the Board President, with the Vice President serving as the alternate.

Lastly, the Board selects appointees to seven outside agencies for which the District has a seat. These outside agencies include:

1. Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) Board of Directors
2. ACWA Region 8 Council
3. Port Hueneme Water Agency (PHWA) Board of Directors
4. Ventura County Special Districts Association (VCSDA) Board of Directors
5. Ventura Regional Sanitation District (VRSD)
6. California Special Districts Association (CSDA)
7. California Association of Sanitation Agencies

For reference is the 2017 Calendar Year assignments on the following page.

Table 1 - 2017 Officer Assignments

Organization	Member(s)	Alternate
Board Positions		
President	Susie Koesterer	n/a
Vice President	Ellen Spiegel	n/a
Committee Assignments		
Finance Committee	Kristina Brewer, Bob Nast	Susie Koesterer
Facilities Committee	Ellen Spiegel, Marcia Marcus	Susie Koesterer
Water Rate Review Committee	President (Susie Koesterer)	Vice President (Ellen Spiegel)
Agency Appointments		
ACWA/JPIA Board	Kristina Brewer	Bob Nast
ACWA Region 8 Council	Kristina Brewer	Bob Nast
PHWA, Board of Directors	Susie Koesterer, Ellen Spiegel	Marcia Marcus
VCSDA, Board of Directors	Kristina Brewer	Bob Nast
VRSD & Committee	Susie Koesterer	Ellen Spiegel
CSDA	Kristina Brewer	
CASA	Bob Nast	



**OXNARD UNION
HIGH SCHOOL DISTRICT**

High Expectations and Powerful Futures for Every Student

309 South 'K' Street
Oxnard, CA 93030
Telephone: (805) 385-2500
Facsimile: (805) 483-3069
www.ouhsd.k12.ca.us

November 16, 2017

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

Board of Trustees

BEATRIZ R. HERRERA
President

DR. GARY DAVIS
Vice President

KAREN M. SHER
Clerk

DR. STEVE HALL
Member

WAYNE EDMONDS
Member

Dear Mr. Alikhan:

The Board of Trustees accepted your donation of the **Ricoh 4000 Copier/Scanner** to the **Rio Mesa High School, Condor Program** during its regularly scheduled Board of Trustees meeting of November 15, 2017.

On behalf of the Oxnard Union High School District, I would like to thank you for your generous donation.

Sincerely,

Sid Albaugh
Assistant Superintendent
Business Services

Administration

DR. PENELOPE A. DELEON
Superintendent of Schools

DR. TOM McCOY
Assistant Superintendent
Educational Services

DR. ROBERT "ROCKY" VALLES
Assistant Superintendent
Human Resources

MICHAEL "SID" ALBAUGH
Assistant Superintendent
Business Services

SA/sa

Cc: Mark Contreras, Principal

Visit our Website at
www.ouhsd.k12.ca.us

Received

DEC 18 2017



UTILITY COST MANAGEMENT LLC

www.utilitycostmanagement.com

December 15, 2017

Akbar Alikhan, General Manager
Channel Islands Beach Community
Services District
353 Santa Monica Drive
Channel Islands, CA 93035

Re: Utility Bill Audit

Dear Ms. Alikhan:

Utility Cost Management LLC (UCM) has completed its review of the Southern California Edison (SCE) electricity accounts serving ten Channel Islands Beach Community Service District (CIBCS D) sites. At the present time, UCM cannot offer recommendations that will reduce expenses associated with these accounts in the future, nor have we identified errors in past billings. In short, the utility charges appear to be appropriate under currently applicable SCE rates and the regulations of the California Public Utilities Commission (CPUC).

While UCM was unable to save money for the district, we thank you for the opportunity to review the bills. Please feel free to contact me if you have questions about our review or if concerns come up down the road. Speaking in the future might be especially valuable, particularly if you foresee significant changes in the physical characteristics or operation of a site. Changes often open up new opportunities.

Again, thank you for allowing us to be of service. Happy holidays.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dara Kerkorian", with a stylized flourish at the end.

Dara Kerkorian