



Board of Directors:

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

PETE MARTINEZ  
Interim 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

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**NOTICE IS HEREBY GIVEN** that the Board of Directors of the Channel Islands Beach Community Services District will hold A Regular Meeting beginning at 6:00 PM on Tuesday, October 8, 2019. The Meeting will be held at the **District Office Conference Room, 353 Santa Monica Drive, Channel Islands Beach, CA 93035.** The Agenda is as follows:

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

**B. PUBLIC COMMENTS:**

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

**C. CONSENT CALENDAR:**

1. Approve the Agenda Order
2. Financial Reports:
  - a. Cash Disbursal & Receipt Report –September 2019
3. Investment Policy
4. Minutes
  - a. September 10, 2019 Regular Board Meeting
  - b. September 19, 2019 Special Board Meeting

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

	<b>Account Number</b>	<b>Water Relief</b>	<b>Sewer Relief</b>	<b>Total Relief</b>
<b>a.</b>	03710-01	\$4.86	\$28.87	\$33.83
<b>b.</b>	16740-04	\$25.14	\$110.08	\$135.22
				\$169.05

**D. PRESENTATION: GENERAL COUNSEL**

**E. OPERATIONS AND MAINTENANCE REPORT:**

**F. CLOSED SESSION:**

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

**G. ACTION CALENDAR:**

- 1. Employment/Appointment of Permanent General Manager. The Board will discuss how to proceed with filling the General Manager position.**

Recommendation:

- 1) Hold Board discussion on the appointment of permanent General Manager. Board to consider further action, including referring to Ad Hoc (Executive Advisory Committee) negotiation of contract terms with a permanent General Manager.

- 2. Agreement for Engineering Support Services with Michael K. Nunley & Associates, Inc.**

Recommendation:

- 1) Consider and approve an agreement with Michael K. Nunley & Associates, Inc. (MKN) designating MKN as District Engineer for engineering support services of the District.

- 3. Authorization to Proceed with Conditional Use Permit Application for District Administration and Operations Facility.**

Recommendation:

- 1) Authorize the General Manager to proceed with submitting Conditional Use Permit (CUP) Application with the County of Ventura for the redevelopment of the District's Administration and Operations Facility.

**H. INFORMATION CALENDAR:**

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

**I. BOARD MEMBER COMMENTS:**

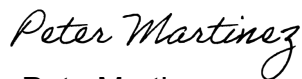
**J. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:**

**AGENDA POSTING CERTIFICATION**

This agenda was posted Thursday October 3, 2019 by 5:00 PM. The agenda is posted at the District Office and two public notice bulletin boards, which are accessible 24 hours per day. The locations include:

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

Agendas are also posted on the District's website at [www.cibcsd.com](http://www.cibcsd.com).



Pete Martinez  
*Interim 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

10/1/2019 4:43 PM

Register: 1002 · Checking Pacific Western

From 09/01/2019 through 09/30/2019

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/03/2019	ACH	ACWA/JPIA Health ...	5 - Salaries & Benefits:...	Inv. 0619072 ...	1,722.13			516,695.56
09/03/2019	ACH	Aflac	*2020 - Payroll Liabilit...	639953/067342	589.25			516,106.31
09/03/2019	ACH	Cardmember Service	8000 - Suspense		2,625.53			513,480.78
09/03/2019	5912	CalPers	2000 - Accounts Payable	GASB-68 Rep...	350.00			513,130.78
09/03/2019	5913	Port Hueneme Marin...	2000 - Accounts Payable	VOID:		X		513,130.78
09/03/2019	5914	Sam Hill & Sons, Inc.	2000 - Accounts Payable	122 Fillmore	9,884.83			503,245.95
09/03/2019	5915	AWA	2000 - Accounts Payable	19-20 Dues	300.00			502,945.95
09/03/2019	5916	Miguel Zavalza	2000 - Accounts Payable		225.00			502,720.95
09/06/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/6			4,310.68	507,031.63
09/06/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Construction c...			21,432.00	528,463.63
09/06/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/3			1,581.43	530,045.06
09/06/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/5			3,747.20	533,792.26
09/06/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/4			388.50	534,180.76
09/06/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	dep 9/4			3,199.40	537,380.16
09/06/2019	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 9/4			150.00	537,530.16
09/06/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	dep 9/5			133.84	537,664.00
09/06/2019	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 9/6			150.00	537,814.00
09/06/2019	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 9/6			150.00	537,964.00
09/10/2019	5917	Badger Meter	2000 - Accounts Payable		1,653.62			536,310.38
09/10/2019	5918	CIBCSO-Petty Cash	2000 - Accounts Payable		324.57			535,985.81
09/10/2019	5919	Famcon Pipe and Su...	2000 - Accounts Payable		3,532.28			532,453.53
09/10/2019	5920	Grainger	2000 - Accounts Payable		949.59			531,503.94
09/10/2019	5921	IVR Technology Gro...	2000 - Accounts Payable		103.37			531,400.57
09/10/2019	5922	JIMMY SANCHEZ	2000 - Accounts Payable	customer refund	10.00			531,390.57
09/10/2019	5923	National Meter & Au...	2000 - Accounts Payable		141.77			531,248.80
09/10/2019	5924	Nationwide Retirement	2000 - Accounts Payable	pr pd 8/23/19 t...	1,351.05			529,897.75
09/10/2019	5925	PHWA	2000 - Accounts Payable		56,146.59			473,751.16
09/10/2019	5926	Prime Masonry Mate...	2000 - Accounts Payable		346.63			473,404.53
09/10/2019	5927	Trench Shoring Co.	2000 - Accounts Payable		338.50			473,066.03
09/10/2019	5928	Western Alliance Bank	2000 - Accounts Payable	Part of Loan Py...	406.42			472,659.61
09/10/2019	5929	Port Hueneme Marin...	2000 - Accounts Payable		112.86			472,546.75
09/10/2019	5930	Proven Print Services	2000 - Accounts Payable	Customer notifi...	1,541.58			471,005.17
09/10/2019	5931	Underground Service...	2000 - Accounts Payable		21.55			470,983.62
09/10/2019	5932	VCSDA	2000 - Accounts Payable	2019-2020 Dues	150.00			470,833.62
09/10/2019		QuickBooks Payroll ...	-split-	Created by Pay...	19,370.97			451,462.65
09/11/2019	Dep	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/9			11,604.71	463,067.36
09/11/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/9			143.53	463,210.89
09/11/2019	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 9/10			150.00	463,360.89
09/11/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/10			10,476.54	473,837.43
09/11/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/10			8,393.01	482,230.44

Channel Islands Beach 2013

10/1/2019 4:43 PM

Register: 1002 · Checking Pacific Western

From 09/01/2019 through 09/30/2019

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/11/2019	To Print	Carol J Dillon	-split-	Direct Deposit		X		482,230.44
09/11/2019	To Print	Casey D Johnson	-split-	Direct Deposit		X		482,230.44
09/11/2019	To Print	E.D. Brock	-split-	Direct Deposit		X		482,230.44
09/11/2019	To Print	Erika F Davis	-split-	Direct Deposit		X		482,230.44
09/11/2019	To Print	Keila E Wilson	-split-	Direct Deposit		X		482,230.44
09/11/2019	To Print	Mark A Espinosa	-split-	Direct Deposit		X		482,230.44
09/11/2019	To Print	Peter A. Martinez	-split-	Direct Deposit		X		482,230.44
09/12/2019	5933	ZWORLD GIS	2000 - Accounts Payable	Annual Web S...	10,000.00			472,230.44
09/13/2019	ACH	Pitney Bowes Inc.	6 - Administrative Exp...	8/30/19 Inv.	496.77			471,733.67
09/13/2019	ACH	Arco	4 - Maintenance Expen...	7423	749.03			470,984.64
09/13/2019	ACH	ImageSource	6 - Administrative Exp...	3C00	80.91			470,903.73
09/13/2019	ACH	Pacific Couriers	6 - Administrative Exp...	19-09-2004	222.15			470,681.58
09/13/2019	ACH	Frontier	6 - Administrative Exp...	1651	139.53			470,542.05
09/13/2019	ACH	AT & T	6 - Administrative Exp...	09092019	530.85			470,011.20
09/13/2019	ACH	Document Systems, I...	6 - Administrative Exp...	107635	76.12			469,935.08
09/13/2019	ACH	FGL Environmental I...	1 - Water System Expe...	911312A	146.00			469,789.08
09/13/2019	ACH	FGL Environmental I...	1 - Water System Expe...	910932A	198.00			469,591.08
09/13/2019	5934	AWA	2000 - Accounts Payable	9-25-19 luncheon	35.00			469,556.08
09/17/2019	ACH	CalPers	-split-	Medical Insura...	9,382.33			460,173.75
09/17/2019	5935	Hueneme Elementar...	2000 - Accounts Payable	VOID: Oct.		X		460,173.75
09/17/2019	5936	Janet Nichol	2000 - Accounts Payable	Cert Banner	137.17			460,036.58
09/17/2019	5937	XIO, Inc.	2000 - Accounts Payable	October pymt	865.00			459,171.58
09/18/2019	5938	City of Port Hueneme	2000 - Accounts Payable	pr. pd 1-1-19 to...	6,277.39			452,894.19
09/19/2019	5939	Carol Dillon	2000 - Accounts Payable	Per diem/Ubers	210.00			452,684.19
09/19/2019	5940	Erika Davis	2000 - Accounts Payable	per diem/ubers	350.00			452,334.19
09/19/2019	5941	Keila Wilson	2000 - Accounts Payable	Per diem/Uber	350.00			451,984.19
09/19/2019	5942	CIBCSO-Petty Cash	2000 - Accounts Payable		140.00			451,844.19
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/20			174.47	452,018.66
09/20/2019	DEP	QB:DEPOSIT	6 - Administrative Exp...	Reimburse fro...			171.60	452,190.26
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/16			175.00	452,365.26
09/20/2019	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 9/12			150.00	452,515.26
09/20/2019	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 9/13			300.00	452,815.26
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/12			11,669.35	464,484.61
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/16			23,933.30	488,417.91
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/17			41,043.22	529,461.13
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/19			5,664.73	535,125.86
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/13			7,824.12	542,949.98
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/20			738.06	543,688.04
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/17			538.16	544,226.20
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/12			581.49	544,807.69

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10/1/2019 4:43 PM

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From 09/01/2019 through 09/30/2019

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/12			596.98	545,404.67
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/11			641.61	546,046.28
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/20			19,700.23	565,746.51
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/19			448.43	566,194.94
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/16			200.00	566,394.94
09/20/2019	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/19			248.29	566,643.23
09/24/2019		QuickBooks Payroll ...	-split-	Created by Pay...	21,286.67			545,356.56
09/25/2019	5943	Kristina N Brewer	-split-		277.05			545,079.51
09/25/2019	5944	Marcia L Marcus	-split-		277.05			544,802.46
09/25/2019	5945	Robert T Nast	-split-		369.40			544,433.06
09/25/2019	5946	Sean Debley	-split-		323.23			544,109.83
09/25/2019	To Print	Carol J Dillon	-split-	Direct Deposit		X		544,109.83
09/25/2019	To Print	Casey D Johnson	-split-	Direct Deposit		X		544,109.83
09/25/2019	To Print	E.D. Brock	-split-	Direct Deposit		X		544,109.83
09/25/2019	To Print	Erika F Davis	-split-	Direct Deposit		X		544,109.83
09/25/2019	To Print	Jared Bouchard	-split-	Direct Deposit		X		544,109.83
09/25/2019	To Print	Keila E Wilson	-split-	Direct Deposit		X		544,109.83
09/25/2019	To Print	Mark A Espinosa	-split-	Direct Deposit		X		544,109.83
09/25/2019	To Print	Peter A. Martinez	-split-	Direct Deposit		X		544,109.83
09/30/2019	5948	ACWA/JPIA	2000 - Accounts Payable	Property Progr...	2,000.22			542,109.61



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**Regular Board Meeting, October 8, 2019**

**To:** Board of Directors  
**From:** CJ Dillon, *Office Manager*  
**Subject:** Review of Investment Report and Policy for fiscal year ending 6/30/2019  
**Item:** Consent Calendar

**RECOMMENDATION:** Approve the annual investment policy as presented.

**FINANCIAL IMPACT:** No additional funding requested. Interest earnings are reflected in ending account balances for FY 2018-2019. The estimated interest earnings for FY 2018-2019 was \$38,000. Actual interest earnings were \$75,000.

**BACKGROUND:**

Account Name	Account Type	Ending Balance 6/30/2019
County of Ventura	Savings (pooled fund)	\$6,449,791
Pacific Western – Checking	Checking	\$681,528
Pacific Western – CD	Certificate of Deposit	\$34,132

The District maintains three main investment accounts, as shown in the following table.

**County of Ventura** – This is the District’s primary savings account which is managed by the County. Agencies throughout the County pool their funds together for ease of expert management, increase yields, and make smaller agencies eligible for a diverse set of investment that otherwise may not be available to them.

**Pacific Western Checking** – This is the District’s primary checking account which has a 0% yield. All operational functions are handled from this account.

**Pacific Western Certificate of Deposit** – This is an additional emergency account established by the District, earning .100% per year.

Staff is required to present the Board with an investment report and approve the renewal of the investment policy on an annual basis. Attached is a copy of the District’s investment holdings with different institutions. Special districts are subject to specific guidelines for how to manage investment funds. The attached investment report and policy are in accordance with these guidelines.

**ATTACHMENTS:**

1. Investment Report for FY 2018-2019 and Investment Policy

# CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

## ANNUAL STATEMENT OF INVESTMENT POLICY

This policy shall direct the investment of the District's temporarily inactive money for all funds accounted for in the District's financial statements, unless specifically exempted. This policy will not direct the investment of bond proceeds which are specifically governed by the individual bond documents and trust indentures.

**Operational Funds** are used on an ongoing basis to cover the costs of the operating and maintenance budget of the fiscal year. Operating and maintenance costs are funded through the collection of water, sewer and trash service fees and collection of current and prior year secured taxes. Operational funds are authorized to be invested in the Ventura County Investment Pool and money market funds of qualified banks and savings and loans.

**Outside Restricted Cash Assets:** Cash and investments held and invested by fiscal agents on behalf of the District are pledged for payment of security of certain long-term debt issuances. Fiscal agents are mandated by bond indentures as to the types of investments in which debt proceeds can be invested. Also included in this category are customer deposits, which are authorized to be invested in the Ventura County Investment Pool

**Board Restricted Cash:** Cash restricted for the cost of the following District projects: Sewer unanticipated repairs and maintenance, water distribution unanticipated repairs and maintenance, a reserve for rate stabilization and a reserve for operations. An amount equivalent to one month's operating expenses is allocated in the Board Restricted Cash Reserve account to guarantee operating expenses. These funds are authorized to be invested in the Ventura County Investment Pool.

From the eligible securities permitted by Government Code **53607**, the District is authorized to invest in only the Ventura County Investment Pool and money market funds of qualified banks and savings and loans as set forth in Government Code **53607.5**.

The Ventura County Treasurer-Tax Collector manages pooled cash under the prudent investor rule which states that: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived" The county's portfolio is made up of a selection of investments that ensure diversification and availability of funds when needed. The basic objectives of these investments are safety of principal, maintenance of liquidity to meet cash flow need and to earn a competitive rate of return (i.e. yield) within the confines of the California Government Code.

This annual statement is submitted in compliance with Government Code **53646(a)**. And, as specified in Government Code **53600.5** when investing or managing public funds, the primary objectives are safety, liquidity, and return on investments.

Submitted by:

Date:

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CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
 Summary of Cash & Investments  
 Year Ending June 30, 2019

	QE 9/18		QE 12/18		QE 03/19		QE 06/19	
	Avg %	Balance	Avg %	Balance	Avg %	Balance	Avg %	Balance
County of Ventura	1.96%	5,588,504	2.27%	5,640,195	2.52%	5,684,802	2.57%	6,449,791
First California - Checking	0.00%	457,336	0.00%	254,132	0.00%	1,660,703	0.00%	698,699
First California - CD	0.10%	<u>34,064</u>	0.10%	<u>34,064</u>	0.10%	<u>34,064</u>	0.10%	<u>34,132</u>
		<u>6,079,904</u>		<u>5,928,391</u>		<u>7,379,569</u>		<u>7,182,622</u>

I hereby certify the ability of the District to meet the expenditure requirements for the next six months as per Government Code 53646(b)(3).  
 This report is in compliance with CIBCSD's Investment Policy under Government Code 53645(b)(2).

\_\_\_\_\_  
 Pete Martinez, Interim General Manager

\_\_\_\_\_  
 Date

MINUTES OF THE  
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
REGULAR BOARD MEETING, September 10, 2019

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

President Brewer called the meeting to order at 6:00 P.M. and led everyone in attendance in the Pledge of Allegiance. In attendance, Vice President Nast, Director Marcus, Director Bouchard, Director Debley, Interim General Manager (IGM), Pete Martinez, Clerk of the Board, Erika Davis, General Counsel, Robert Congelli, and Office Manager, CJ Dillon.

**B. PUBLIC COMMENTS:**

Audrey Keller represented the Channel Islands Neighborhood Council and asked for Board support opposing the North Shore at Mandalay Bay Development. See Comments attached.

Mohammed Hasan, M.S., P.E, PWLF, FASCE made comments regarding his accomplishments and interest in applying for the General Manager position.

Board asked Audrey Keller questions. Director Bouchard said he was uncomfortable with discussion during public comment and suggested if the Board wanted to discuss the topic, they should agendaize the topic and hold a Special Meeting. Director Bouchard stated that he would like to abide by the rules thus was no longer participating in the discussion during public comment and suggested the Board follow suit. President Brewer gave staff direction to schedule a Special Meeting to discuss this topic.

Director Bouchard suggested Mohammed Hasan refer to the July 2019 meeting minutes since that was the last recorded action taken by the Board regarding the General Manager position.

**C. CONSENT CALENDAR:**

Director Marcus made the motion to approve the Consent Calendar and Vice President Nast seconded the motion. The motion passed all in favor.

Brewer, Nast, Marcus, Bouchard, Debley            5 - Yes   0 -No

**D. HUENEME FOUNDATION PRESENTATION:**

Robert Bromber PhD, President of the Hueneme Foundation, discussed the City of Oxnard's need for a new Wastewater Treatment Plant and the financial impact of funding a project of this magnitude. He believes the solution is the City of Oxnard securing a substantial grant. The suggestion is to reach out to the Office of Economic Adjustment for a grant. In order to get the grant, the surrounding agencies need to cosign the grant. His request of the Board is to have the CIBCSD become a joint grant applicant. He would need the Board to agree to be a joint grant applicant and cosign the grant application. Board asked questions. Board gave staff direction to speak with the City of Oxnard and agendaize this at the October Board Meeting.

**E. OPERATIONS AND MAINTENANCE REPORT:**

IGM Martinez presented the Operations and Maintenance Report. IGM Martinez, using a PowerPoint presentation, explained the month's endeavors which included the Tour of United Water Conservation District Facilities, water valve replacements, and the maintenance of the water and sewer systems. IGM Martinez reminded the Board that the Community Clean Up is this Saturday, September 14<sup>th</sup> 9:00 a.m. to 1:00 p.m.

**F. ACTION CALENDAR:**

None.

**G. INFORMATION CALENDAR:**

1. Senate Bill No. 998 – Discontinuation of Residential Water Service

IGM Martinez, using a PowerPoint presentation explained Senate Bill No. 998. IGM Martinez compared the Senate Bill to what the current Ordinance states. IGM Martinez explained the need for a new policy and amendment of the current Ordinance. IGM Martinez stated he will be bringing this to a Board Meeting in the future as an Action Item.

2. Hollywood Station Sewer Improvements

IGM Martinez explained this project was identified in the Capital Improvement Budget. Hollywood Station is going to be upgraded. President Brewer asked to see the Station after the upgrades are completed.

3. PHWA Agenda Review

IGM Martinez reviewed the PHWA Agenda which included the Operations Report and United's presentation on Article 21 water. PHWA will be doing a Facilities Condition Assessment and the Budget will be brought to the October meeting. IGM Martinez also announced that the City Manager, Rod Butler was leaving the position at the end of the year.

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

Vice President Nast reported that he attended a VRSD meeting. It was a Closed Session Meeting.

## **H. BOARD MEMBER COMMENTS:**

Vice President Nast asked about the PFA and PFO testing that he wanted agendized. Director Bouchard reminded the Board that IGM Martinez was told to report back to the Board regarding this issue after he attends the PFA workshop in October.

Vice President Nast would like the Board to have a review on the Brown Act Rules.

Director Bouchard announced that the Groundwater Sustainability Plan comment period is coming to a close in the next 3 weeks.

Director Bouchard wanted to remember 9-11 on this week of the 18<sup>th</sup> anniversary of this tragedy.

President Brewer said that the County of Ventura is enforcing the Temporary Rental Unit Ordinance, but they are backlogged since so many are in violation.

Director Marcus would like to see information posted on the District website addressing the rules regarding bonfires on the beach.

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

IGM Martinez announced the Community Clean Up is September 14, 2019 9:00 a.m. to 1:00 p.m.

IGM Martinez announced the Community Meeting regarding the District Office Building is on September 17<sup>th</sup> at 6:00 pm. IGM Martinez will report on it at the October Board Meeting.

IGM Martinez said that the GSP hearing closes on September 23, 2019.

The Board Meeting adjourned at 8:00 P.M.

---

Kristina Brewer, President

**9/10/19**

**Board of Directors**

**HBCSC**

**Items not on the Agenda**

**RE: North Shore at Mandalay Bay Development**

I am Audrey Keller, Chair of the Channel Islands Neighborhood Council, represent 1,900 homes on the CI Harbor and along the Edison Canal.

I am here because the City Planning department is pushing forward an old project in the works for at least 20 years on a dump site at 5<sup>th</sup> and Harbor. Known as the North Shore at Mandalay Bay development they are proceeding with their plans including asking for permission of the owner of the 2.5 mile long canal CenterPoint Energy to dump and drain into the canal.

As a community we understand that the City's permit process does not reflect the disastrous Harbor Water Quality degradation as a direct impact from the NRG Power Plant Closure in 2018. This harbor is no longer a REC-1 body contact harbor as designated in the VC Basin Plan.

Two key players in the world of water - LARWQB and The Dept. of Toxic Substances Control, have no way of stopping this developer from dumping into the canal ... or do they?

No study for this development's viability we can find considered the canal as an impacted body. No study considered what would happen to the harbor when the power plant stopped their INTAKE North up the canal. The canal wraps this development's northern and eastern borders.

Let me describe what used to happen when the power plant operated in a unscientific but visceral way. The power plant pumps sucked an enormous amount of water out of our harbor and NORTH, up the canal at surging speed. This surge flushed essentially like a toilet --- all the

pollutants from the harbor, from oil industry dump site and the from the farm fields nutrients and pollutants thru the power plant and OUT TO SEA.

Here is the subtle part no one is talking about --- the canal now ONLY drains/dumps SOUTH --- directly into the harbor.

As of June 2018, this “TOILET” full of waste and known carcinogens in the canal moves slowly with the tide – which at by the end of 2.5 mile canal, the turbidity – the description of the lack of water movement --- will cause the pollutants to sit, move into the silt and eventually into the ground water.

I am no scientist, but because CINC has resources of folks that are experts in the field of biology and medicine, we are bringing this critical issue to you.

What can we do together to defending our harbor?

This is not business as usual and we all must insist that no dumping of any wastewater, run off or storm water drains from that development into the canal. We must insist that this developer creates a closed environment to protect their harbor neighbors to the South. We also must insist that the City enforces this pollutant free zone in the formation language of the CFD. This includes rainwater runoff.

Why is this important to your business of delivering water to your customers? Are CIBCSD members impacted downstream if the fresh water in the aquifer sitting under this development is disturbed by excavation, construction and storm water runoff? Does the water from this aquifer get sold to you or to someone else down the line?

I’ve shared the report from the LARWQCB with your board members. The report highlights an aquitard and if measured from the high ground

of the property, what they described as an aquitard 30-35 feet below ground might actually be at the level of the adjacent canal.

The City Planning Manager, Jeffrey Lambert is holding a meeting to discuss this plan with the residents and stakeholders 9/24 @ 6pm. Location tbd. City Planning Staff infers “this is not open for discussion, this development has been approved by the governmental agencies”.

These are the same agencies that are currently playing the wait and see game with our harbor.

*A discontinuous aquitard approximately five feet thick separates the perched groundwater unit from the semi-perched aquifer at about 30 feet to about 35 feet below ground surface (bgs). This aquitard was found in the northern, central, and eastern areas of the property, but is not continuous across the site. A thick clay zone from about 75 feet bgs to 100 feet bgs separates the base of the semiperched aquifer from the top of the upper aquifer system. This layer of clay is considered an aquitard that allows some water to migrate vertically. The upper aquifer system consists of the Oxnard and Mugu aquifer zones at a depth of 150 to 450 feet bgs. The Oxnard aquifer and Mugu Aquifer are the principal sources of water for the agricultural irrigation in this area, however, other beneficial uses exist for ground water in this area, such as municipal and domestic supply, and shall be protected accordingly. The lower aquifer system consists of the Hueneme, Fox Canyon, and Grimes Canyon Aquifers at a depth of over 450 feet bgs.*

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

LOS ANGELES REGION

ORDER NO. 00-180

WASTE DISCHARGE REQUIREMENTS

FOR

NORTH SHORE AT MANDALAY BAY

(NORTH EAST CORNER OF WEST FIFTH STREET AND HARBOR BOULEVARD)

OXNARD, CALIFORNIA

(FILE NO. 98-197)



MINUTES OF THE  
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
SPECIAL BOARD MEETING, September 19, 2019

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

President Brewer called the meeting to order at 2:00 P.M. and led everyone in attendance in the Pledge of Allegiance. In attendance, Vice President Nast, Director Marcus, Director Bouchard, Interim General Manager (IGM), Pete Martinez, Clerk of the Board, Erika Davis, General Counsel, John Mathews, and Office Manager, CJ Dillon.

Director Debley was absent.

There were no Public Comments for items that were not on the Agenda.

**B. DISTRICT PARTICIPATION IN ADDRESSING GROUNDWATER AND SURFACE WATER RUNOFF ISSUES RELATED TO THE NORTH SHORE AT MANDALAY BAY DEVELOPMENT:**

IGM Martinez summarized his findings regarding any issues related to groundwater or surface water contamination related to the North Shore at Mandalay Bay development and how involved the District should be with the project. Audrey Keller, Chair, Channel Islands Neighborhood Council presented valid concerns regarding the development. Chuck Carter and Rocco Delmonte made comments addressing their concerns with the project and its effect on water quality. Board asked questions. Board agreed that it does not affect groundwater or the District's core functions. Director Bouchard said since there is no connection with this agency, this is not the right forum. Director Bouchard made the motion to not engage in any further activities related to the North Shore at Mandalay Bay development. President Brewer seconded the motion. The motion passed with a vote of 3.

Brewer, Nast, Bouchard     3 - Yes

Marcus                             1 -No

The Special Board Meeting adjourned at 2:45 P.M.

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Kristina Brewer, President



Board of Directors:

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

PETE MARTINEZ  
Interim General Manager

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**Regular Board Meeting, October 8, 2019**

**To:** Board of Directors  
**From:** Pete Martinez, *Interim General Manager*  
**Subject:** Presentation by Legal Counsel  
**Item No.** D-1

**INFORMATION:**

The District's legal counsel will provide a high-level overview of the policy requirements related to the Brown Act. This item was requested at the previous board meeting.



Board of Directors:

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

PETE MARTINEZ  
Interim General Manager

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**Regular Board Meeting, October 8, 2019**

**To:** Board of Directors  
**From:** Pete Martinez, *Interim General Manager*  
**Subject:** Employment/Appointment of Permanent General Manager  
**Item No.** G-1

**RECOMMENDATION:**

1. Hold Board discussion on the appointment of permanent General Manager. Board to consider further action, including referring to Ad Hoc (Executive Advisory Committee) negotiation of contract terms with a permanent General Manager.

**FINANCIAL IMPACT:** Salary savings due to temporary staff vacancy.

**BACKGROUND/DISCUSSION:**

On June 11, 2019, the District's Deputy General Manager/Operations Manager was named the Interim General Manager to address operational and managerial needs of the District. This vacancy was created by the recent resignation of the current General Manager. The board approved an Ad Hoc Committee known as the Executive Advisory Committee to negotiate contract terms with the Interim General Manager. The interim appointment was agreed upon by the Ad Hoc Committee and the Interim General Manager for a term of four months, which is due to sunset on October 8, 2019.



Board of Directors:

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

PETE MARTINEZ  
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**Regular Board Meeting, October 8, 2019**

**To:** Board of Directors  
**From:** Pete Martinez, *Interim General Manager*  
**Subject:** Agreement for Engineering Support Services with Michael K. Nunley & Associates, Inc  
**Item No.** G-2

**RECOMMENDATION:**

Consider and approve an agreement with Michael K. Nunley & Associates, Inc. (MKN) designating MKN as District Engineer for engineering support services of the District.

**FINANCIAL IMPACT:** There is sufficient funding in FY 2019 – 2020 Operating Budget to fund the agreement in the amount not to exceed \$75,000.

**BACKGROUND:**

On March 8, 2016, the District entered into an agreement with KEH & Associates (KEH) to provide engineering services for the District. On August 31, 2018, KEH was acquired by Gannett Fleming, Inc. through asset purchase. The principals and staff of KEH took on the responsibility for leading Gannett Fleming's water business line in the western U.S. Throughout this transition, the same engineering staff remained available to the District. As of September 30, 2019, the principal engineer who possesses a tremendous amount of institutional knowledge of the District is now employed by Michael K. Nunley & Associates.

**DISCUSSION/ANALYSIS:**

The proposed agreement will establish a professional services contract with MKN to serve as acting District Engineer. Consultant will be responsible for providing engineers, technicians, and professional consultants on an on-call basis to serve the operational needs of the District. The consultant shall act as an independent consultant and not as an agent or employee of the District and will be responsible for the control and direct performance of the services provided.

The consultant shall provide services that can be defined as the following:

- Assist with Capital Improvement Planning
- Preparation of procurement documents
- Design and preparation of plans and specifications for public works construction
- Planning documents for compliance with District standards

- Infrastructure analysis including, but not limited to hydraulic modeling
- Review design and construction documents from outside entities
- Attendance at Board of Directors meetings as requested
- Preparation and review of legal descriptions for easements and rights-of-way
- Review and provide comments on environmental documents for proposed projects submitted to the District in accordance with the California Environmental Quality Act
- Other related activities

**ATTACHMENTS:**

1. Agreement for Engineering Support Services with Michael K. Nunley & Associates, Inc.

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 8th Day of October, 2019, by the Channel Islands Beach Community Services District, a special district having its principal place of business located at 353 Santa Monica Drive, Oxnard, CA 93035 (Client or District), and Michael K. Nunley & Associates, Inc., a California corporation having its principal place of business located at 530 Paulding Circle B Arroyo Grande, CA 93420 (MKN) for the furnishing of professional services for acting District Engineer. Client and Consultant may sometimes be individually referred to as "Party" or collectively as "Parties".

### **Scope of Services**

Consultant shall employ engineers, draftsmen, technicians, clerical staff and professional consultants, all properly skilled in the various aspects of the services to be furnished under this Agreement. District Engineer services shall be provided on an on-call basis upon reasonable notice to the Consultant. The Scope of Services to be provided are described herein. District Engineer services are defined as the following:

- a. Attend and coordinate meetings with District staff, agencies, stakeholders, or other entities as requested;
- b. Attendance at Board of Directors meetings as requested;
- c. Consultation with General Manager and staff as requested;
- d. Preparation of procurements documents;
- e. Grant applications;
- f. Design and preparation of plans and specifications for public works construction;
- g. Preparation of plans for infrastructure expansion;
- h. Planning documents for compliance with District standards;
- i. Infrastructure analysis including, but not limited to hydraulic modeling;
- j. Review design and construction documents prepared by outside entities;
- k. Review developers' site plans and drainage plans;
- l. Maintain files of District maps and utilities;
- m. Maintain District Improvement Standards and Specifications as requested;
- n. Update and correct District base maps for zoning, planning, sewer and storm drainage and water systems;
- o. Provide maps and mapping services as requested by District departments;
- p. Preparation and review of legal descriptions for easements and rights-of way;
- q. Review and provide comments on environmental documents for proposed projects submitted to the District in accordance with the California Environmental Quality Act.
- r. Construction observation; and
- s. Other similar activities.

Additional tasks may be amended to this Agreement upon written consent of both Parties.

In providing such services, District agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not have control over or charge of, and shall not be responsible for, constructions means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor.

District will defend, indemnify, and hold Consultant harmless from any and all claims arising from or resulting from the performance of such services by others and District except claims caused by the negligence of Consultant.

### **District Engineer Designee**

MKN is hereby designated as District Engineer for the Channel Islands Beach Community Services District.

**Independent Contractor:** Consultant shall act as an independent consultant and not as an agent or employee of Client, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

## PROFESSIONAL SERVICES AGREEMENT

**Assignment:** This Agreement may be assigned by either Party with the prior written consent of both Parties. This Agreement is binding on the successors and assigns of Client and Consultant.

**Health and Safety:** Consultant shall only be responsible for the activities of their own employees and agents on the job site with respect to job site safety.

**Compliance with Laws, Permits and Licenses:** Consultant shall perform services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules of the political subdivisions where the services are performed and are in effect during the term of this Agreement.

**Standard of Care:** Services to be accomplished under this Agreement will be provided in accordance with the professional standards prevailing in the site vicinity at the time the services are performed.

**Taxes:** Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers' Compensation Acts in so far as applicable to the performance of this Agreement as well as the tax laws of any other political jurisdiction wherein the services are performed and/or provided.

**Provision of Documents:** Client shall provide Consultant with pertinent information concerning the Client's requirements for the Project. This includes providing drawings, specifications, schedules and other information prepared by or available to Client which is pertinent to complete the Scope of Services.

**Authorization:** Consultant shall begin work upon the effective date of this executed Agreement as identified herein, and upon receipt of a signed task order.

**Changes and Additional Services:** Client shall have the right to modify the Scope of Services or request Consultant to perform additional services for additional compensation. All changes shall be in writing and shall take effect when agreed upon by both Parties.

**Invoicing:** Consultant shall submit monthly progress invoices to Client. Services are provided on a time and expense total not-to-exceed fee basis. Invoices shall itemize actual hours worked, equipment, outside services and a brief description of the services provided.

**Payment:** Client shall pay Consultant according to Consultant's Summary Rate Schedule as identified in **Attachment A**. Unless a Change Order, a form of which shall be mutually agreeable to the Parties, has been signed by both the Client and Consultant, the total not-to-exceed fee amount of \$75,000 per year shall constitute complete compensation including all reasonable and necessary expenses and applicable taxes for the Services rendered by Consultant. Payment to Consultant for services provided to Client shall be made within 30 calendar days of receipt of invoice.

**Termination for Convenience:** Client, for its convenience, may terminate the services of Consultant in whole or in part at any time by written notice, which shall state the extent and effective date of such termination. Minimum notice shall be at least ten (10) calendar days prior to the effective termination date. In such case, Consultant shall be paid for all Service performed and for reasonable expenses properly incurred in connection with the termination.

**Termination for Default:** Either Party may terminate this Agreement if the other Party substantially fails to meet their obligations under this Agreement. Said termination will become effective upon ten (10) calendar days written notice unless the defaulting Party cures the default conditions, or provide satisfactory evidence to the other Party that such default will be corrected to the other Party's satisfaction.

**Records:** Consultant shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to Client upon request for a period of at least one (1) year from the completion date of the Project.

**Confidentiality:** Unless mutually agreed in advance, all documents, reports, disclosures, plans and other information of any nature and description obtained by Consultant in the performance of services hereunder, and not classified as public information by the Client, will be strictly confidential and will not be disclosed to any third party, either during Consultant's employment or after its termination, except as may be necessary in order to perform services pursuant to this Agreement.

## PROFESSIONAL SERVICES AGREEMENT

**Ownership of Documents:** All original documents prepared by Consultant pursuant to this Agreement shall be instruments of service and shall be the property of Consultant. Any reuse or modification of such instruments of service by Client or others for purposes outside this Agreement without Consultant's written permission shall be at user's sole risk.

**Insurance:** Consultant shall maintain continuously during the life of this Agreement the following minimum insurance requirements:

- A. Worker's Compensation Insurance with statutory limits
- B. Comprehensive General Liability with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death in any one occurrence or in the aggregate and not less than \$1,000,000 for loss of, or damage to, property in any one occurrence or in the aggregate. This coverage shall include the following: (1) Comprehensive form; (2) Premises operations; (3) Contractual liability; (4) Broad form property damage; (5) Personal injury.
- C. Automobile Liability covering all owned, non-owned, or hired vehicles used by Consultant with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death of any one person per occurrence and \$10,000 for loss of or damage to property in any one occurrence.
- D. Professional Liability Insurance providing coverage for the services to be provided in the amount of \$1,000,000 covering claims, damages and liability arising out of, or resulting from, Consultant's negligent acts, errors, or omissions.

The policies under B and C above shall: (1) name Client as Additional Insured; (2) be primary to any other insurance maintained by Consultant; (3) make all reasonable effort to provide 30 days' advance notice to Client in the event of any non-renewal, cancellation, restriction, or modification of insurance.

Consultant may provide Client with satisfactory evidence of the above-stated coverages upon request.

**Consultant Indemnifies Client:** Consultant shall indemnify and hold harmless Client from and against any and all claims of any kind or nature arising out of or relating to Consultant's sole negligence, errors or omissions in the performance of the professional services under this Agreement.

**Client Indemnifies Consultant:** Client shall indemnify and hold harmless Consultant, its officers, directors, shareholders and employees from and against any and all claims of any kind or nature arising out of or relating to Client's sole negligence, errors or omissions in the performance of the professional services under this Agreement.

**Construction Observation:** Only Client has the right to reject or stop work of its contractors or agents. Consultant presence on site does in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. Consultant is not responsible for, and does not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation of any contractor or agent of Client.

**Notices:** Notices may be served personally, delivered by overnight courier service, or sent by registered or certified U.S. mail, postage pre-paid and return receipt requested, to the address shown at the end of this Agreement. Notices served personally are deemed effective upon service; notices sent by overnight courier service are deemed effective upon delivery; notices that are mailed are deemed effective three (3) business days after the date of mailing.

**Laws:** This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of California.

**Waivers and Severability:** A waiver or breach of any term, condition, or covenant by a Party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.



## PROFESSIONAL SERVICES AGREEMENT

**Damages:** Notwithstanding anything herein to the contrary, neither Consultant nor Client shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

**Force Majeure:** Consultant shall not be liable for failure to perform services provided for in this Agreement when such performance is hindered or prevented by an occurrence beyond the reasonable control and without the fault or negligence of Consultant.

**No Third Party Rights:** All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client. No other third party shall have the right to rely on the product of Consultant's services without prior written authorization by Consultant.

**Dispute Resolution:** Client and Consultant agree that all disputes between them arising out of services provided under this Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. Venue for all dispute resolution shall be San Diego County, California.

**Entire Agreement:** This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the Parties, and any negotiations, proposals or oral agreements are intended to be superseded by this Agreement. This Agreement may be modified by a supplemental written agreement signed by authorized representatives of both Parties.

**Execution Authority:** This Agreement is a valid and authorized undertaking of Client and Consultant. The representatives of Client and Consultant who have signed below have been authorized to do so. In witness whereof, the Parties hereto have made, executed and agreed to this Agreement.

In witness whereof, the Parties hereto have made, executed and agreed to this Agreement.

**MKN & Associates, Inc.**

**CLIENT NAME HERE**

By: Michael K. Nunley

By: \_\_\_\_\_

Title: CEO/President

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# PROFESSIONAL SERVICES AGREEMENT

## Attachment A District Engineer Services Summary Rate Schedule

Billing Title	Hourly Billing Rates
Project Director/Operations Manager	\$220.00
Principal	\$205.00
Senior Project Engineer	\$195.00
Project Engineer/Senior Scientist	\$165.00
Water Resources Planner	\$150.00
GIS Specialist	\$145.00
Assistant Engineer II	\$150.00
Assistant Engineer I	\$135.00
Supervising Drafter	\$145.00
Drafting/Design Technician II	\$125.00
Drafting/Design Technician I	\$105.00
Administrative Assistant	\$95.00

*Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.*

### Professional Reimbursement

Where charges are associated with MKN employees, the hourly billing rates include the cost of salaries, fringe benefits, indirect overhead costs and fee. Rates for categories of services not identified above shall be as negotiated with the Client and included in the professional services agreement. Not-to-Exceed amounts identified in the Agreement with Client do not include overtime hours as defined by State specific and Federal wage and hour laws. Labor will be billed at 1½ times billing rates for non-exempt employees for overtime hours requested by the Client.

### Direct Expenses

Reimbursement for direct expenses incurred in connection with the work, will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Consultants, contractors and other outside services.
- c. Rented vehicles, local public transportation, taxis, air/train fare, travel and subsistence (non-GSA rates).
- d. Special fees, insurance, permits, and licenses applicable to the work.

Reimbursement for employee-owned vehicles used in connection with the work will be at the rate per mile equal to the Privately Owned Vehicle (POV) Mileage Reimbursement Rate as established by the United States General Services Administration for the dates the POV is in use.

Reimbursement for lodging and subsistence used in connection with the work will be billed to the District at cost

Other in-house charges will be at standard company rates. The foregoing Billing Rate Schedule is effective through **December 31, 2019** and will be adjusted each year after at a rate of 2 to 5%.



Board of Directors:

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

PETE MARTINEZ  
Interim General Manager

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## Regular Board Meeting, October 8, 2019

**To:** Board of Directors  
**From:** Pete Martinez, *Interim General Manager*  
**Subject:** Authorization to Proceed with Conditional Use Permit Application for District Administration and Operations Facility  
**Item No.** G-3

### RECOMMENDATION:

Authorize the General Manager to proceed with submitting Conditional Use Permit (CUP) Application with the County of Ventura for the redevelopment of the District's Administration and Operations Facility.

**FINANCIAL IMPACT:** There is no financial impact as the funding has been allocated in FY2019-2020 CIP Budget.

### BACKGROUND:

In 1986, the Channel Islands Beach CSD was granted a 10-year Conditional Use Permit (CUP) to operate a service yard in a Residential Beach Harbor Zone. In 1996, the District's CUP expired. The facility is now operating as a legal non-conforming use according to the County's Municipal Code. As part of the CUP renewal process, the District is required to have the facility meet the current American with Disabilities Act (ADA) and County of Ventura Zoning, Building, and Municipal Code regulations.

In January of 2018, the District entered into an agreement with Architects Orange to develop conceptual plans for the District Office and Yard Improvements Project. Architects Orange created six unique conceptual plans for the District's review. District staff performed a thorough review of the six concepts and arrived at two final concepts. In March of 2019, the District entered into an agreement with a local architectural firm (Coastal Architects) to take the project through the schematic design phase, which included architectural programming, development of a final conceptual plan, and submission of the District's CUP application with the County of Ventura. On September 17, 2019, staff hosted a Community Outreach Workshop to receive input from the community to help improve design development.

### DISCUSSION/ANALYSIS:

Staff has since vetted the final conceptual plan with the County of Ventura Planning Division and would respectfully request board approval to proceed with the formal CUP application submittal to the County of Ventura. If the board approves staff to proceed, a formal submittal to the County of Ventura will likely occur at the end of November 2019. Pursuant to the Permit Streamlining Act, the County of Ventura will be mandated to deem the CUP application incomplete or complete within 30 days. A new 30-day period will begin with each re-submission of the CUP application.



Board of Directors:

KRISTINA BREWER, President  
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PETE MARTINEZ  
Interim General Manager

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**Regular Board Meeting, October 8, 2019**

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

**INFORMATION:**

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

**Date:** Monday, October 21, 2019

**Time:** 4:00 PM

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

**Items for Consideration:**

1. BWRDF Operational Report
2. United Water Presentation
3. Adoption of FY 2019 – 2020 Budget
4. PHWA Facilities Condition Assessment Presentation