



Board of Directors:

SEAN DEBLEY, President
JARED BOUCHARD, Vice President
KRISTINA BREWER, Director
MICHAEL LEBOW, Director
BOB NAST, Director

PETER MARTINEZ
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

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 Board Meeting beginning at 5:00 P.M. on Tuesday, March 14, 2023. 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 – February 2023
3. Minutes:
 - a. February 14, 2023, Regular Board Meeting

D. SPECIAL PRESENTATION:

1. County Harbor Director to provide update on Beach Cleanup

E. OPERATIONS REPORT:

F. ACTION CALENDAR:

1. AUTHORIZATION TO BID NEW DISTRICT ADMINISTRATION & OPERATIONS FACILITY (CI 401) AND AUTHORIZE PROFESSIONAL SERVICES AGREEMENT WITH COASTAL ARCHITECTS FOR ARCHITECTURAL SERVICES DURING CONSTRUCTION

Recommendation:

- 1) Receive and file report from Building Site Redevelopment Ad hoc Committee members; Director Debley and Director Brewer; Board discretion.
- 2) It is recommended the Board of Directors authorize the General Manager to solicit bids for the construction of the New District Administration and Operations Facility CI 401.
- 3) It is recommended the Board of Directors authorize the General Manager to execute a Professional Services Agreement with Coastal Architects in the amount not to exceed \$47,775 for architectural administration services during construction of the Administration and Operations Facility.

2. CONSIDERATION OF INCREASE PURSUANT TO ORDINANCE 94, ITEM 4, RELATING TO BOARD MEMBER COMPENSATION

Recommendation:

- 1) It is recommended the Board discuss and make a recommendation for an increase in Board meeting compensation and to continue with yearly meetings or set percentages for future years.

G. INFORMATION CALENDAR:

1. Report from Board Members of any meeting or conference where compensation for attendance was received.
2. PHWA agenda update
3. CalPERS and Investment update

H. BOARD MEMBER COMMENTS:

I. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

AGENDA POSTING CERTIFICATION

This agenda was posted Thursday, March 9, 2023, 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.


Peter Martinez
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

3/8/2023 11:44 AM

Register: 1002 · Checking Pacific Western

From 02/01/2023 through 02/28/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
02/01/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		596.25	381,558.32
02/01/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		1,011.25	382,569.57
02/02/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		311.22	382,880.79
02/02/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		311.22	383,192.01
02/02/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Cusi		678.35	383,870.36
02/03/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/3		1,358.67	385,229.03
02/03/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/1		740.00	385,969.03
02/03/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/1		4,029.00	389,998.03
02/03/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/1		300.00	390,298.03
02/03/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/1		528.00	390,826.03
02/03/2023	DEP	QB:DEPOSIT	3120 Sewer Revenues:...	2nd quarter 10-...		248,759.84	639,585.87
02/03/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		1,143.89	640,729.76
02/03/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		1,367.82	642,097.58
02/03/2023	ACH	Aflac	*2020 - Payroll Liabilit...	440970 2-15-23	239.30		641,858.28
02/03/2023	ACH	Arco	4 - Maintenance Expen...	2-3-23	149.86		641,708.42
02/03/2023	ACH	ACWA/JPIA Health ...	5 - Salaries & Benefits:...	069862	1,044.31		640,664.11
02/03/2023	ACH	Cardmember Service	8000 - Suspense	2-2023	6,066.49		634,597.62
02/03/2023	7980	Amazon Capital Serv...	2000 - Accounts Payable		479.58		634,118.04
02/03/2023	7981	Badger Meter	2000 - Accounts Payable		1,752.30		632,365.74
02/03/2023	7982	Diener's Electric, Inc.	2000 - Accounts Payable		316.00		632,049.74
02/03/2023	7983	Elevated Entitlements	2000 - Accounts Payable		639.00		631,410.74
02/03/2023	7984	FGL Environmental I...	2000 - Accounts Payable		335.00		631,075.74
02/03/2023	7985	Hollister & Brace	2000 - Accounts Payable		437.50		630,638.24
02/03/2023	7986	Jarrold Lawrence	2000 - Accounts Payable		320.00		630,318.24
02/03/2023	7987	Karpet King	2000 - Accounts Payable		600.00		629,718.24
02/03/2023	7988	Michael K. Nunley ...	2000 - Accounts Payable		2,836.63		626,881.61
02/03/2023	7989	Miguel Zavalza	2000 - Accounts Payable		575.00		626,306.61
02/03/2023	7990	Mission Linen & Uni...	2000 - Accounts Payable		226.48		626,080.13
02/03/2023	7991	Traffic Technologies ...	2000 - Accounts Payable		311.36		625,768.77
02/03/2023	7992	Underground Service...	2000 - Accounts Payable		39.75		625,729.02
02/03/2023	7993	United States Postal ...	2000 - Accounts Payable		3,000.00		622,729.02
02/06/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		779.30	623,508.32
02/06/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		2,366.10	625,874.42
02/06/2023	7933	ShredRite Inc.	2000 - Accounts Payable		105.00		625,769.42
02/06/2023	7934	XIO, Inc.	2000 - Accounts Payable		2,500.00		623,269.42
02/06/2023	7935	Staples	2000 - Accounts Payable		70.21		623,199.21
02/06/2023	7995	County of Ventura - ...	2000 - Accounts Payable	124 Camarillo	180.00		623,019.21
02/06/2023	7996	IVR Technology Gro...	2000 - Accounts Payable		101.50		622,917.71
02/06/2023	7997	Jesus N. Navarro	2000 - Accounts Payable	2 conferences 5...	395.00		622,522.71
02/06/2023	7998	Pacific Couriers	2000 - Accounts Payable		298.82		622,223.89

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From 02/01/2023 through 02/28/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/06/2023	7999	Pete Martinez	2000 - Accounts Payable	1 conf. 3 full d...	245.00			621,978.89
02/07/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			425.71	622,404.60
02/07/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,877.85	625,282.45
02/07/2023	7936	Coastal Architects	2000 - Accounts Payable		2,625.00			622,657.45
02/07/2023	7937	Visual Edge IT	2000 - Accounts Payable		269.54			622,387.91
02/07/2023	7938	FGL Environmental I...	2000 - Accounts Payable		365.00			622,022.91
02/07/2023	7939	CUSI	2000 - Accounts Payable		102.34			621,920.57
02/08/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	DEP 2-6-23			4,565.93	626,486.50
02/08/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	DEP 2-6			5,950.66	632,437.16
02/08/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	DEP 2-6			400.00	632,837.16
02/08/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	DEP 2-8			1,498.00	634,335.16
02/08/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,210.79	635,545.95
02/08/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			9,590.43	645,136.38
02/08/2023	ACH	Nationwide Retirement	-split-	Pypd 01-21-23 ...	2,594.52			642,541.86
02/08/2023	ACH	CalPers	-split-	Py pd 01-21-23...	4,105.16			638,436.70
02/08/2023	ACH	Spectrum	6 - Administrative Exp...	01-18-23	229.98			638,206.72
02/08/2023	ACH	Frontier	6 - Administrative Exp...	02-1-23	120.24			638,086.48
02/08/2023	7940	Visual Edge IT	2000 - Accounts Payable		399.00			637,687.48
02/08/2023	7941	County of Ventura - ...	2000 - Accounts Payable	New Building	270.08			637,417.40
02/08/2023		QuickBooks Payroll ...	-split-	Created by Pay...	28,642.91			608,774.49
02/08/2023	To Print	Carol J Dillon	-split-	Direct Deposit		X		608,774.49
02/08/2023	To Print	Casey D Johnson	-split-	Direct Deposit		X		608,774.49
02/08/2023	To Print	E.D. Brock	-split-	Direct Deposit		X		608,774.49
02/08/2023	To Print	Erica M Pena	-split-	Direct Deposit		X		608,774.49
02/08/2023	To Print	Erika F Davis	-split-	Direct Deposit		X		608,774.49
02/08/2023	To Print	Keila E Wilson	-split-	Direct Deposit		X		608,774.49
02/08/2023	To Print	Mark A Espinosa	-split-	Direct Deposit		X		608,774.49
02/08/2023	To Print	Peter A. Martinez	-split-	Direct Deposit		X		608,774.49
02/08/2023	To Print	Jesus Navarro	-split-	Direct Deposit		X		608,774.49
02/09/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			665.16	609,439.65
02/09/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,999.81	612,439.46
02/09/2023	RETCK	QB:Returned Item	1200 - Accounts Recei...	Gould	364.65			612,074.81
02/10/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/8			3,836.12	615,910.93
02/10/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/10			11,385.40	627,296.33
02/10/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/8			10,358.30	637,654.63
02/10/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,557.00	639,211.63
02/10/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			2,131.77	641,343.40
02/10/2023	ACH	QB:DEPOSIT	1200 - Accounts Recei...		44.00			641,299.40
02/10/2023	7942	Amazon Capital Serv...	2000 - Accounts Payable		134.72			641,164.68
02/13/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			977.66	642,142.34

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02/13/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,686.19	643,828.53
02/14/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			194.18	644,022.71
02/14/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,100.60	645,123.31
02/14/2023	8002	Wex Bank	2000 - Accounts Payable		1,435.26			643,688.05
02/14/2023	8003	XIO, Inc.	2000 - Accounts Payable		1,095.00			642,593.05
02/15/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			425.94	643,018.99
02/15/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,147.23	646,166.22
02/15/2023	ACH	Tampa Hardware 2	-split-	01-31-23	476.24			645,689.98
02/15/2023	ACH	SoCalGas	6 - Administrative Exp...	02-2-23	41.65			645,648.33
02/15/2023	ACH	AT & T	6 - Administrative Exp...	02-01-23	831.40			644,816.93
02/15/2023	ACH	Pacific Western	6 - Administrative Exp...	Monthly Analy...	133.67			644,683.26
02/15/2023	ACH	Vanco Chrg	6 - Administrative Exp...		93.40			644,589.86
02/15/2023	RETCK	QB:Returned Item	1200 - Accounts Recei...	Gould	1,344.00			643,245.86
02/15/2023	RETCK	QB:Returned Item	1200 - Accounts Recei...		364.65			642,881.21
02/15/2023	RETCK	QB:Returned Item	1200 - Accounts Recei...		1,300.00			641,581.21
02/15/2023	8004	net2phone	2000 - Accounts Payable		334.12			641,247.09
02/15/2023	8005	SSBP	2000 - Accounts Payable		5,300.00			635,947.09
02/15/2023	8006	EJ Harrison & Sons, ...	2000 - Accounts Payable		50,436.79			585,510.30
02/16/2023	ACH	QB:DEPOSIT	1200 - Accounts Recei...	Monthly bank ...			88,018.89	673,529.19
02/16/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,167.88	674,697.07
02/16/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,738.30	677,435.37
02/16/2023	8008	AWA	2000 - Accounts Payable	2-22-23 AWA ...	120.00			677,315.37
02/16/2023	8009	City of Port Hueneme	2000 - Accounts Payable		70,102.19			607,213.18
02/16/2023	8010	CUSI	2000 - Accounts Payable		22.50			607,190.68
02/17/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/17			6,331.44	613,522.12
02/17/2023	DEP	QB:DEPOSIT	8000 - Suspense	Dep 2/10 Port ...			35,000.00	648,522.12
02/17/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/15			26,198.45	674,720.57
02/17/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/15			15,121.83	689,842.40
02/17/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/16			241.00	690,083.40
02/17/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,395.65	693,479.05
02/17/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			28,774.22	722,253.27
02/17/2023	8011	FGL Environmental I...	2000 - Accounts Payable		171.00			722,082.27
02/21/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,722.89	723,805.16
02/21/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,893.95	727,699.11
02/21/2023	ACH	So. California Edison...	2 - Sewer System Expe...	2-14-23	732.01			726,967.10
02/21/2023	ACH	So. California Edison...	2 - Sewer System Expe...	2-14-23	1,191.55			725,775.55
02/21/2023	ACH	SCE- Office	-split-	02-17-23	365.13			725,410.42
02/21/2023	8012	FGL Environmental I...	2000 - Accounts Payable		171.00			725,239.42
02/21/2023	8013	A to Z Law, LLP	2000 - Accounts Payable		1,680.00			723,559.42
02/22/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			436.61	723,996.03

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/22/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,922.41	726,918.44
02/22/2023	ACH	CalPers	-split-		12,765.02			714,153.42
02/22/2023	ACH	CalPers	-split-	Py Pr 2-4-23 t...	4,105.16			710,048.26
02/22/2023		QuickBooks Payroll ...	-split-	Created by Pay...	26,816.24			683,232.02
02/22/2023	To Print	Carol J Dillon	-split-	Direct Deposit		X		683,232.02
02/22/2023	To Print	Casey D Johnson	-split-	Direct Deposit		X		683,232.02
02/22/2023	To Print	E.D. Brock	-split-	Direct Deposit		X		683,232.02
02/22/2023	To Print	Erica M Pena	-split-	Direct Deposit		X		683,232.02
02/22/2023	To Print	Erika F Davis	-split-	Direct Deposit		X		683,232.02
02/22/2023	To Print	Jesus Navarro	-split-	Direct Deposit		X		683,232.02
02/22/2023	To Print	Keila E Wilson	-split-	Direct Deposit		X		683,232.02
02/22/2023	To Print	Mark A Espinosa	-split-	Direct Deposit		X		683,232.02
02/22/2023	To Print	Peter A. Martinez	-split-	Direct Deposit		X		683,232.02
02/23/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,456.62	684,688.64
02/23/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,966.00	687,654.64
02/23/2023	ACH	Bay Alarm Company	4 - Maintenance Expen...	6952 3-1-23 t...	122.88			687,531.76
02/23/2023	ACH	So. California Edison...	2 - Sewer System Expe...	2-14-23	346.81			687,184.95
02/23/2023	ACH	Spectrum	6 - Administrative Exp...	Cable	64.81			687,120.14
02/23/2023	RETCK	QB:Returned Item	1200 - Accounts Recei...	Parente	125.71			686,994.43
02/23/2023	8014	CED	2000 - Accounts Payable		1,277.88			685,716.55
02/23/2023	8015	S.L. Leonard & Asso...	2000 - Accounts Payable	Admin. Buildin...	4,671.31			681,045.24
02/24/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/21			3,353.78	684,399.02
02/24/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/22			1,588.78	685,987.80
02/24/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/22			701.34	686,689.14
02/24/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/22			8,625.89	695,315.03
02/24/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/20			4,434.01	699,749.04
02/24/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/17			7,452.49	707,201.53
02/24/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			343.44	707,544.97
02/24/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,560.64	710,105.61
02/24/2023	ACH	Nationwide Retirement	-split-	2-4-23 to 2-18-...	2,533.87			707,571.74
02/27/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			333.72	707,905.46
02/27/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,334.93	711,240.39
02/27/2023	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...	Feb. Dues	167.50			711,072.89
02/28/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/28			715.45	711,788.34
02/28/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/27			5,315.86	717,104.20
02/28/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/27			19,463.22	736,567.42
02/28/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 2/24			11,532.12	748,099.54
02/28/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			831.95	748,931.49
02/28/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,223.78	750,155.27

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING, February 14, 2023

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

President Debley called the meeting to order at 5:00 P.M. In attendance, Vice President Bouchard, Director Brewer, Director Lebow, Director Nast, General Manager, Peter Martinez, Clerk of the Board, Erika Davis, General Counsel, Dennis McNulty, and Office Manager, CJ Dillon.

B. PUBLIC COMMENTS:

None.

C. CONSENT CALENDAR:

Director Brewer made the motion to approve the Consent Calendar. Vice President Bouchard seconded the motion. The motion passed.

ROLL CALL VOTE:

Debley: YES, Bouchard: YES, Brewer: YES, Lebow: YES, Nast: YES 5 - Yes 0 -No

D. ACTION CALENDAR:

1. AUTHORIZATION TO BID NEW DISTRICT ADMINISTRATION AND OPERATIONS FACILITY – CI 401

President Debley reported that the Building Site Redevelopment Ad Hoc Committee met on February 10, 2023. President Debley noted that S.L. Leonard & Associates did a constructability review and Jeff Zook is amending the plans to incorporate the items identified in the constructability review. President Debley said that the Ad Hoc Committee concluded that there should be another Ad Hoc Committee meeting to analyze everything, shore up the Budget numbers and discuss the logistics moving forward such as where the District will continue to conduct business during construction. The Ad Hoc Committee agreed with removing the solar element from the project bid because the District could complete this infrastructure improvement as a separate project and save money. Debley stated that recommendation D2 will be delayed until the next Regular Board meeting after the Ad Hoc Committee meets again. Board discussion ensued. There was no public comment. General Manager Martinez

recommended that the Board approve the Professional Services Agreement with S.L. Leonard & Associates Inc. in the amount not to exceed \$173,000 for construction management services during the construction of the Administration and Operations facility. Sam Leonard, President and CEO of S. L. Leonard & Associates Inc. and General Manager Martinez answered Board questions. Vice President Bouchard moved to approve Staff's recommendation approving a contract with S.L. Leonard and Associates Inc. with the exception of only authorizing the first \$60,000.00 with Staff and S.L. Leonard and Associates Inc. returning to the Board when they feel it appropriate and need further budgetary approval. Director Lebow seconded the motion. The motion passed.

ROLL CALL VOTE:

Bouchard: YES, Debley: YES, Brewer: YES, Lebow: YES, Nast: YES 5 - Yes 0 -No

2. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 23-01 TO PROVIDE WORKERS' COMPENSATION COVERAGE TO DISTRICT VOLUNTEERS

Office Manager Dillon explained that this Resolution was requested by ACWA JPIA. Resolution 23-01 authorizes the District to provide Workers' Compensation benefits to the Volunteers performing services for the District. Board asked questions. There was no public comment. Vice President Bouchard made the motion to move Staff's recommendation to adopt Resolution 23-01 authorizing the District to provide Workers' Compensation benefits to the Volunteers performing services for the District. Director Brewer seconded the motion. The motion passed.

ROLL CALL VOTE:

Bouchard: YES, Debley: YES, Brewer: YES, Lebow: YES, Nast: YES 5 - Yes 0 -No

E. INFORMATION CALENDAR:

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

Vice President Bouchard reported that the Finance Committee met on January 18, 2023. CalPERS representee, Karen Lookingbill attended the Finance Committee meeting and gave an informative overview. The Finance Committee asked that the Staff work with Karen Lookingbill and put together a few different case scenarios to bring back to the Finance Committee for review. The Finance Committee will then bring back the item back to the Board for full consideration.

F. BOARD MEMBER COMMENTS:

Direct Nast requested that staff provide CalPERS portfolio numbers that are invested in fossil fuels.

Director Debley requested the Finance Committee meet and evaluate a strategy for short term investments.

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel had no comments.

General Manager Martinez said that although the Administration Facility is now the main focus, the Hollywood Beach waterline improvement project is also underway and is going well. Residents have reported that they are pleased with the contractor managing the job.

The Board Meeting adjourned at 5:54 P.M.

Sean Debley, President



Board of Directors:

SEAN DEBLEY, President
JARED BOUCHARD, Vice President
KRISTINA BREWER, Director
MICHAEL LEBOW, Director
BOB NAST, Director

PETER MARTINEZ
General Manager

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Regular Board Meeting, March 14, 2023

To: Board of Directors

From: Peter Martinez, *General Manager*

Subject: Authorization to Bid New District Administration and Operations Facility (CI 401) and Authorize Professional Services Agreement with Coastal Architects for Architectural Services During Construction

Item No. F-1

RECOMMENDATION:

1. Receive and file report from Building Site Redevelopment Ad hoc Committee members; Chair Debley and Director Brewer; Board discretion.
2. It is recommended the Board of Directors authorize the General Manager to solicit bids for the construction of the New District Administration and Operations Facility CI 401.
3. It is recommended the Board of Directors authorize the General Manager to execute a Professional Services Agreement with Coastal Architects in the amount not to exceed \$47,775 for architectural administration services during construction of the Administration and Operations Facility.

FINANCIAL IMPACT: There is sufficient funding in the Fiscal Year 2022-2023 Capital Improvement Budget (CI 401) to fund the Architectural Administration Services.

BACKGROUND/DISCUSSION:

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 was then 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 regulat

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.

On October 8, 2019, the Board authorized the General Manager to proceed with submitting the Conditional Use Permit with the County of Ventura for the redevelopment of the District's Administration and Operations Facility. On June 5, 2020, the District submitted the Conditional Use Permit and Lot Merger Applications to Jennifer Welch with the County of Ventura Planning Department. The District then received a Determination of Application Completeness from the County of Ventura on October 28, 2020. In addition, the District received the County's environmental determination that the Project is categorically exempt from the California Environmental Quality Act (CEQA).

On November 10, 2020, the Board approved an agreement with Coastal Architects for final design services for the proposed District Administration and Operations Facility. On June 8, 2021, the Project Team presented (60 percent design) two options to the Board for final design consideration. Due to the increase in cost, the Board decided to develop a Site Redevelopment Ad Hoc Committee with the goal of value engineering the project to reduce overall costs. Staff met with the Site Redevelopment Committee on August 25, 2021 and December 7, 2021 to gather and incorporate feedback to be used in the final design proposal. As a result of collaborating with the Site Development Committee and the Project Team, staff was able to identify areas of optimization for the project. The key areas included simplified building structures, alternative roofing materials, reduction in operations building modifications, and fencing materials. With that said, the revised construction cost estimate received in November of 2021 resulted in cost savings of \$448,708 due to building and yard design optimization. The approved Capital Improvement Project amount for CI 401 is \$1,650,000.

On January 11, 2022, the Board approved staff to proceed from 60 percent design to 100 percent based on the optimized design that was presented. On March 3, 2022, a Public Hearing was scheduled for the District to present to the Planning Commission of Ventura County. This hearing was continued and unanimously approved by the Planning Commission on April 21, 2022. The approval by the Planning Commission granted the District a new 25-year Conditional Use Permit to operate in the current location zoned Residential Beach Harbor. On May 10, 2022, the District submitted Plans to Ventura County Building and Safety for review.

In January of 2023, the District hired S.L. Leonard & Associates to perform a Constructability Review. They performed a thorough review of the Plans and Project Manual to identify any items that needed clarification prior to the bidding process. The corrections have been made and are reflected in the updated set of plans. Additionally, staff along with the Architect met with the Ad Hoc Site Redevelopment Committee on February 10th and March 3rd to discuss final plan details and share the latest revisions to the plans. Staff is now in position to respectfully ask the Board to authorize the General Manager to solicit formal bids for construction of the new Administration and Operations Facility.

NEXT STEPS

Event	Date
Advertise Bid	March 15, 2023
Mandatory Pre-Bid Conference	March 24, 2023
Questions Due	April 11, 2023
Bids Due	April 26, 2023 @ 2:00 p.m.
Project Award	May 11, 2023
Project Commencement	July 1, 2023
Project Completion	June 30, 2024

ATTACHMENT:

1. INVITATION FOR BIDS, FULL PLAN SET, PROJECT MANUAL, and SOILS REPORT – go to <https://www.cibcsd.com/administration-and-operations-facility>
2. AGREEMENT FOR ARCHITECTURAL ADMINISTRATION SERVICES WITH COASTAL ARCHITECTS

PROFESSIONAL SERVICES AGREEMENT
between
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
and
Coastal Architects
for
**Architectural Services During Construction of the District Administration and
Operations Facility**

The Channel Islands Beach Community Services District, herein "DISTRICT", and Coastal Architects, herein "CONSULTANT", agree as follows:

SECTION 1 - PURPOSE

Under this Agreement, the CONSULTANT shall provide architectural contract administration services for the duration of construction of the District Administration and Operations Facility.

SECTION 2 - SCOPE OF SERVICES

The CONSULTANT shall, in good workmanlike and professional manner and at its own expense, furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

SECTION 3 - TERM

The term of this Agreement shall be for a period of 14 months commencing on notice to proceed.

SECTION 4 - ACCEPTANCE

This Agreement constitutes the DISTRICT'S offer to the CONSULTANT. Unless the CONSULTANT notifies the DISTRICT, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the CONSULTANT'S approval of, and consent to the terms and conditions of this Agreement herein contained.

SECTION 5 - TERMINATION

(a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONSULTANT fails to perform in accordance with the requirements of Section 2 – Scope of Services of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.

(b) The DISTRICT may also terminate this Agreement, in whole or in part, even though CONSULTANT is not in default hereunder and no breach hereof has occurred, by notice in writing at any time. Such notice shall state the extent and effective date of termination and upon the receipt by CONSULTANT of such notice, CONSULTANT will, as and to the extent prescribed by the DISTRICT, stop work under the Agreement and placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the CONSULTANT'S possession in which the DISTRICT, has or may acquire an interest. Upon any such termination under this Section 5(b), (i) the DISTRICT shall not be liable for any other compensation to CONSULTANT except for services and expenses incurred prior to such date and (ii) neither party shall be liable for any indirect, consequential, special, exemplary or incidental damages, lost revenue, lost profits, or other consequential damages under any part of this Agreement.

SECTION 6 – AGREEMENT ADMINISTRATION

The Project Manager is the DISTRICT'S designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Pete Martinez, General Manager
353 Santa Monica Dr
Oxnard, CA 93035
(805) 985-6021
pmartinez@cibcsd.com

SECTION 7 - CONSIDERATION

The DISTRICT shall compensate the CONSULTANT on a time-and-material basis at the rates and in the amounts shown in Exhibit "A". Total payments shall not exceed **Forty-Seven Thousand Seven Hundred Seventy-Five (\$47,775.00) dollars.**

SECTION 8 -BILLING

(a) CONSULTANT'S invoices shall be submitted on a monthly basis for the previous month's services.

(b) CONSULTANT shall submit an itemized invoice that includes:

- (1) Date or period of service.
- (2) A complete description of the services performed.
- (3) DISTRICT'S project name.
- (4) The name of the DISTRICT'S Project Manager.
- (5) CONSULTANT'S remittance address.
- (6) Name and phone number of CONSULTANT'S accounts receivable

representative.

(c) When applicable, CONSULTANT'S invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item.

(d) CONSULTANT shall submit invoices to the following address:

Channel Islands Beach Community Services District
Attn: Accounts Payable
353 Santa Monica Drive
Oxnard, CA 93035

(e) Incomplete invoices will be returned to the CONSULTANT.

(f) DISTRICT'S payment terms are **Net 30 days** after receipt of invoice.

SECTION 9 - NOTICES

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: CONSULTANT
Coastal Architects
Jeff Zook
1567 Spinnaker Dr, Suite 204
Ventura, CA 93001

To: DISTRICT
Channel Islands Beach Community Services District
Attn: Pete Martinez, General Manager
353 Santa Monica Drive

Oxnard, CA 93035

Phone: (805) 985-6021

SECTION 10 - OWNERSHIP OF DATA, REPORTS, AND DOCUMENTS

The CONSULTANT shall deliver to the General Manager notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the DISTRICT. The CONSULTANT is released from responsibility to third parties for the use by DISTRICT of data, reports, and documents on other projects. The CONSULTANT may retain copies of such documents for its own use. The DISTRICT may use or reuse the materials prepared by CONSULTANT without additional compensation to CONSULTANT.

SECTION 11 - CONFIDENTIALITY

Except as required by law, CONSULTANT will not disclose or cause their respective officers, directors, employees, representatives, agents, advisors, or subconsultants to disclose or use any of the content of negotiations or Confidential Information furnished, or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other, except information which is part of public record.

SECTION 12 - FORCE MAJEURE

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

SECTION 13 - INDEMNIFICATION

CONSULTANT shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of CONSULTANT or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from DISTRICT'S active negligence or willful acts.

SECTION 14 - INSURANCE REQUIREMENTS

(a) The CONSULTANT shall procure and maintain, for the duration of the contract insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the CONSULTANT, officers, agents, employees, or volunteers.

(b) The CONSULTANT shall provide the following coverages:

(1) Commercial General Liability insurance written on an occurrence basis (Insurance Service Office ("ISO") policy form CG 00 01 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The insurance policy shall be amended to provide that the general aggregate limit shall apply separately to the work under this contract or the general aggregate shall be twice the required per occurrence limit.

(2) Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability Insurance - The CONSULTANT and all sub-consultants shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the work site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The CONSULTANT shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

(4) Professional Liability insurance appropriate to the CONSULTANT'S profession providing coverage for loss, damage or injury arising out of professional acts,

errors or omissions in the amount of \$1,000,000 per claim. If a general policy aggregate limit is applicable to the coverage, the general policy aggregate limit shall apply separately to this contract (with an appropriate endorsement) or the general policy aggregate limit shall be twice the required per claim limit.

(c) The required limits for the insurance policies required above may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(d) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial General Liability - The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as additional insureds. Additional insured endorsements shall provide coverage at least as broad as Commercial General Liability ISO form CG 20 10 11 85. If ISO form CG 20 10 11 85 is not provided, then ISO form CG 20 10 XX XX [most current version] may be provided but must be accompanied by ISO form CG 20 37 XX XX [most current version].

(2) The CONSULTANT'S insurance shall be primary insurance as respects the DISTRICT, its Board Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the DISTRICT shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

(3) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the DISTRICT, its Board Members, officers, employees, agents and volunteers.

(4) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.

(5) The policies may provide coverage which contains deductible or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the DISTRICT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT.

(6) Prior to start of work under the contract, the CONSULTANT shall file with the DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACORD

Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of ISO form CG 20 10 11 85 (or ISO form CG 20 10 XX XX [latest version] accompanied by ISO form CG 20 37 XX XX [latest version]) required in above shall be attached to the Certificate of Insurance at the time that it is filed with the DISTRICT. Should the required coverage be furnished under more than one policy of insurance, the CONSULTANT may submit as many certificates of insurance as needed to provide the required amounts. The DISTRICT reserves the right to require certified complete copies of any insurance coverage required by this contract but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.

(7) All Coverages:

(i) Each policy required in this Section shall contain a policy cancellation clause that provides that the policy shall not be canceled or otherwise terminated by the insurer or the CONSULTANT or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT, Attention: Project Manager.

(e) All insurance required by this contract shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current AM Best rating of not less than A:VII unless prior approval is secured from the DISTRICT as to the use of such insurer.

(f) The CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-supplier.

(g) All coverages for sub-consultants shall be subject to all of the requirements stated herein. The CONSULTANT shall maintain evidence of compliance with the insurance requirements by the sub-consultants at the job site and make them available for review by the DISTRICT.

(h) CONSULTANT shall submit all required insurance documentation identified herein to DISTRICT not later than seven (7) calendar days from the initial receipt of this agreement for signature.

SECTION 15 – RIGHT TO AUDIT

Following execution of this Agreement and for a period of three years following the completion of performance, DISTRICT shall have the right to audit the CONSULTANT'S invoices and all supporting documentation generated in performance of this agreement.

SECTION 16 - ATTORNEY'S FEES

If any action is instituted to enforce this Agreement, the prevailing party shall be reimbursed all reasonable attorneys' fees, costs of collection, as well as any other costs and expenses incurred in connection with the enforcement effort.

SECTION 17 - ASSIGNMENT

CONSULTANT shall not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the DISTRICT.

SECTION 18 - INDEPENDENT CONSULTANT

The CONSULTANT is an independent contractor and not an employee of the DISTRICT. Consultant shall be responsible for achieving the standards established by the DISTRICT; provided that the District shall have no right to control or direct the details, manner or means by which Consultant accomplishes the results of the Services performed hereunder. Consultant retains the right to contract with and/or perform similar services for other entities during the term of this Agreement. The parties specifically agree that Consultant shall not be precluded by this Agreement from providing consulting services to others so long as such services do not concern, relate to, interfere with or compete with the Services rendered under this Agreement.

SECTION 19 - APPLICABLE LAW

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

SECTION 20 - LABOR COMPLIANCE

- (a) Public Works
 - (1) Portions of this project for which services are provided in performance of this agreement may be considered a "Public Work" for purposes of prevailing wage laws.
 - (2) Channel Islands Beach Community Services District will file a form PWC-100 with the Department of Industrial Relations ("DIR") for this project, when applicable.

SECTION 21 - SUBSTITUTION OF SUBCONSULTANTS

There may be occasion, during the course of this engagement, to substitute or introduce a new subconsultant in order to satisfy the requirements for a specific task request. Introduction of substitute or new subconsultants will be allowed, but, is subject to the express written approval of the DISTRICT. Such approval shall not be unreasonably withheld.

SECTION 22 - INTEGRATION

This Agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the latest signature below.

APPROVED:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

By: _____ Date _____
Pete Martinez, General Manager

APPROVED AS TO FORM:

By: _____ Date _____
District Counsel

APPROVED:

Coastal Architects

By: _____ Date _____

Name & Title: _____
(please print)

EXHIBIT A



1567 Spinnaker Dr
Suite 204
Ventura, Ca 93001
T: 805-985-7654

March 7, 2023

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
Attn: Pete Martinez
Via email

Re: Fee Proposal for Professional Architectural Contract Administration Services for the District HQ Facility located at 353 Santa Monica Dr, Oxnard, Ca 93035

We propose to provide Architectural Contract Administration Services for the duration of Construction as itemized below.

Construction Administration Services

These tasks include the following;

1. Lead the Mandatory Job Walk. *(1 meeting)*
2. Lead the Pre-construction meeting. *(1 meeting)*
3. Attend video construction meetings on a bi-weekly basis. *(We have assumed a construction duration of 12 months, therefore 24 meetings)*
4. Visit the site at appropriate intervals (usually before major agency inspections) to verify work is progressing according to the contract documents. *(We have budgeted 6 site visits)*
5. Visit the site as a response to a site visit request from the owner or contractor in order to clarify field conditions and/or comment on construction. *(We have budgeted 6 site visits)*
6. Respond to all written Request for Information (RFI's) within 7 business days.
7. Review of Shop drawings and/or Submittals designed for AOR review.

COMPENSATION:

Contract Administration

Fixed Fee as follows;

Architectural

\$ 47,775

FEE NOTES:

1. Please note that the fee noted above is based on hours to complete each task during the course of industry-standard construction. If unknown elements or issues arise, or if General Contractor submits excessive RFI's as agreed to by the Construction Management team (CM), and through no fault of ours, then additional hours may be required to complete. If it appears that we might exceed the stipulated amounts, we will notify you and proceed on an hourly base per the rate schedule attached.

2. You will be billed monthly as services noted above are performed and expenses incurred. Payment is due 30 days from receipt of invoice by either Construction Management Team or CIBCSD. Any reviews by CM Team is included in this 30 day billing cycle.

3. Hourly rates to complete any additional work or exclusion items are as follows:

Architects	\$ 195.00
Senior Designer	\$ 170.00
Associate Architects	\$ 145.00
Senior Project Manager	\$ 135.00
Job Captain	\$ 120.00
Drafting	\$ 95.00

All outside costs, services, and expenses, including without limitation, blueprinting, deliveries, sign postings, etc. will be billed through us at a rate of cost-plus fifteen percent (15%). Outside costs and expenses are not included in the fee.

EXCLUSIONS:

The following items will not be included in the Scope of Services, but may be available under a separate contract:

1. As-Built drawings or documentation services.
2. Changes or revisions to the contract documents.
3. City Permit Processing
4. Review of Change Orders beyond signing appropriate documents after review and approval of the Construction Manager (CM)
5. Means and Methods of Construction
6. Construction observation services

SPECIAL REQUIREMENTS:

- A. If the basic services covered by this letter have not been completed within fourteen (14) months of the date of this letter, through no fault of ours, extended time for completion and fees charged will be subject to renegotiation.
- B. The attached General Conditions are incorporated herein.

Sincerely,



Jeff B. Zook
Owner / Architect
CA License No. C27561



Board of Directors:

SEAN DEBLEY, President
JARED BOUCHARD, Vice President
KRISTINA BREWER, Director
MICHAEL LEBOW, Director
BOB NAST, Director

PETER MARTINEZ
Interim General Manager

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Regular Board Meeting, March 14, 2023

To: Board of Directors
From: CJ Dillon, Office Manager
**Subject: CONSIDERATION OF INCREASE PURSUANT TO ORDINANCE 94,
ITEM 4, RELATING TO BOARD MEMBER COMPENSATION**

Item No. F-2

RECOMMENDATION: It is recommended the Board discuss and make a recommendation for an increase in Board meeting compensation and to continue with yearly meetings or set percentages for future years.

FINANCIAL IMPACT: There is sufficient funding in the current operating budget accounts 5010 and 5020.

BACKGROUND: In 2021, the Board passed Ordinance 94, AN ORDINANCE FOR THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT SETTING BOARD MEMBER COMPENSATION AND REIMBURSEMENT OF CERTAIN DISTRICT-RELATED EXPENSES

The Board currently is paid \$148.05 per meeting and \$105.00 for Ad Hoc and Committee Meetings.

DISCUSSION ANALYSIS:

This item is brought to the Board for two decisions:

1. Continue to bring this ordinance back to the board every year, or agree on percentages of compensation for this year, as well as, several years forward looking.
2. Decide the percentage of increase from zero to 5%.

Current Compensation: \$148.05

Adjustment	Rate for Regular/Special Board Meetings
1%	\$149.53
2%	\$151.05
3%	\$152.49
4%	\$153.97
5%	\$155.45

Current Compensation: \$105.00

Adjustment	Rate for Ad Hoc/Committee Meetings
1%	\$106.05
2%	\$107.56
3%	\$108.15
4%	\$109.20
5%	\$110.25

ATTACHMENT

1. Ordinance No. 94

CIBCSO ORDINANCE NO. 94

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICE DISTRICT SETTING BOARD MEMBER COMPENSATION AND REIMBURSEMENT OF CERTAIN DISTRICT-RELATED EXPENSES

WHEREAS, Government Code § 61047(a) authorizes and establishes that the District’s Board of Directors may receive a default compensation for their service as a Director for the Board, in an amount not to exceed one hundred (\$100.00) and limited to no more than six days of service in a calendar month; and

WHEREAS, Government Code § 61047(b) grants the District’s Board of Directors discretion to increase said compensation, pursuant to the process provided in Chapter 2 of Division 10 of the Water Code; and

WHEREAS, in 1989, the District’s Board of Directors first adopted and established board member compensation in Resolution 89-10, setting compensation at \$100.00 per day of service; and

WHEREAS, Board compensation has not increased since the adoption of Resolution 89-10 despite increases in the cost of living and inflation; and

WHEREAS, Government Code § 60147(c) authorizes a Board of Directors to receive their actual and necessary traveling and incidental expenses incurred while conducting District-related business; and

WHEREAS, the District’s Board of Directors adopted and established a policy for both Directors and District staff to receive reimbursement for their actual and necessary traveling and incidental expenses by adopting Resolution 14-04; and

WHEREAS, the reimbursement policy established in Resolution 14-04 is incorporated into this Ordinance to continue providing reimbursement for said expenses; and

WHEREAS, the Board of Directors seeks to exercise their discretion and increase Board Member compensation, as authorized by Government Code § 61047(b) and pursuant to the process provided in Chapter 2 of Division 10 of the Water Code, with the hope that the increase in Director compensation incentivizes the next generation of community leaders to participate in the District’s governance and become members of the District’s Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors of the Channel Islands Beach Community Services District as follows:

1. **REPEAL OF CONFLICTING PROVISIONS.** All existing policies governing Board Member compensation payments and the reimbursement to Directors and/or District staff for expenses incident to their performance of official District business which conflict with the provisions of this Ordinance, including but not limited to, Resolution No. 03-04 and Resolution No. 14-04, are hereby repealed.
2. **BOARD MEMBER COMPENSATION PAYMENTS.**
 - a. *Board Meetings.* Each Director shall be eligible to receive compensation in an amount not to exceed [One Hundred Forty-One dollars] (\$141.00) for each regular, special, and/or emergency meeting of the Board of Directors attended.

- b. *Committee Meetings.* Except as provided in Section 3(b) of this Ordinance, each Director shall be eligible to receive compensation in an amount not to exceed [One Hundred dollars] (\$100.00) for each Ad-Hoc Committee meeting attended.
- c. *Day of Service.* Except as provided in Section 3(b) of this Ordinance, each Director shall be eligible to receive compensation in an amount not to exceed [One Hundred dollars] (\$100) for any other “day of service”, as that term is defined by Government Code § 61047(e), rendered by a Director or whenever service is expressly requested by the Board. A “day of service” shall also include a Director’s attendance at any conference where the subject matter of the conference is directly and substantively related to District Business and/or the Director has been appointed by the District’s Board to serve on a District committee where the Director’s attendance at the conference is required.

3. LIMITATION ON BOARD MEMBER COMPENSATION.

- a. No Director shall receive compensation for more than [10] meetings or “days of service” in any calendar month.
- b. *Other Compensation.* If a Director receives any type of compensation from any other public agency and/or public body for their attendance at any meeting other than a District Board Meeting, any committee meeting, any conference, and/or for any other “day of service” (“Other Compensation”) the Director forfeits and shall not receive compensation under Section 2 of this Ordinance. In no circumstance may a Director collect compensation from the District and another public agency for any single “day of service.”

4. FUTURE ADJUSTMENTS TO BOARD COMPENSATION. The Board may increase Board Member compensation by an amount not to exceed more than five percent (5%) each calendar year following the operative date of this Ordinance.

5. REIMBURSEMENT OF CERTAIN EXPENSES. Each member of the Board of Directors, the General Manager, and each staff member authorized by the General Manager, shall be entitled to have reasonable expenses that are incident to attendance at meetings, conferences, seminars, or other District business, paid by the District in accordance with the following limitations:

- a. *Registration Fees, Transportation & Lodging Expenses.* Advance payments for conference/seminar registration fees, common carrier transportation charges and lodging expenses may be prepaid by the District upon request.
 - i. The General Manager shall approve all District Employee requests for such payments whenever such requests are directly related to District business.
 - ii. Director requests are subject to the following:
 - 1. If the Director is attending a conference or meeting for which the Director’s attendance at the conference or meeting is required due to their appointment by the District’s Board to serve on a District committee requiring such attendance, the Director shall be reimbursed by the District for all related expenses, including mileage, food, combined travel expenses, conference, meeting, and/or seminar registration fees, and any other reasonable expense that are incident to attendance at such conferences and/or meetings. The Director may incur such costs and expenses without notice to the Board and without Board approval.
 - 2. Any request by a Director for pre-payment of reimbursement of lodging, meals, travel, or mileage in connection with the Director’s attendance at

any meeting or conference directly related to District business but where the Director's attendance is not required for service on a District committee, where mileage reimbursement, food, or combined travel expenses exceed five-hundred dollars (\$500.00) total, the Director shall notify the Board, and request and obtain the approval from the Board of Directors during a duly noticed regular board meeting prior to incurring any such expenses.

3. Directors desiring to attend any conference or meeting directly related to District business but where the Director's attendance is not required for service on a District committee, where the registration fees will exceed five-hundred dollars (\$500.00) shall notify the Board and request and obtain the approval from the Board of Directors during a duly noticed regular board meeting prior to incurring any such expense.
 4. If a Director fails to make a request in advance of incurring such expenses for their attendance at any meeting or conference directly related to District business but where the Director's attendance is not required for service on a District committee, then any such request for reimbursement shall be made no later than the next regularly scheduled board meeting immediately following the meeting/event for which the Director desires to receive the reimbursement payment.
 5. The General Manager may authorize travel, lodging, meal, and mileage reimbursement requests not exceeding five-hundred dollars (\$500.00) and payment of registration fees not exceeding five-hundred dollars (\$500.00).
 6. Reimbursement claims for additional expenses above the prepaid amounts shall only be paid upon the submission of a signed claim form accompanied by paid receipts.
- b. *Per Diem Allowances/Meal Expenses.* A "per diem" allowance for meals will be provided by the District at seventy-five dollars (\$75.00) per day, with no receipts required. For partial days, meal allowances shall be at the rate of twenty dollars (\$20.00) for breakfast, twenty dollars (\$20.00) for lunch, and thirty-five dollars (\$35.00) for dinner. Actual costs of meals in excess of these amounts shall only be reimbursed on submission of a signed claim form accompanied by proof of purchase and receipts. All claim forms shall be subject to the approval of the General Manager. The District shall not reimburse any Director and/or District employee for any purchase of alcoholic beverage.
- c. *Incidental Expenses.* All other incidental expenses, including but not limited to, local travel, baggage handling, taxi, ride share, etc., shall be reimbursed on submission of a signed claim form. Proof of purchase and receipt is required for each expenditure item that exceeds ten dollars (\$10). All incidental expenses shall be subject to the approval of the General Manager.
- d. *Private Vehicle Mileage.* Use of Directors' and/or District Employees' private vehicles required during the course of official District business shall be eligible for reimbursement payments from the District. Reimbursement for private vehicle mileage shall be at the mileage rate determined annually by the Internal Revenue Service (IRS). Any claim for reimbursement of private vehicle mileage shall be made by submitting a signed claim form setting forth the mileage and brief description of the reason why the individual's private

vehicle was required for use in the conduct of the District's business, subject to the approval of the General Manager.

6. **SPOUSAL EXPENSE EXCLUSION.** Spouses of Directors and/or District employees who accompany the Director or District employee to any meeting, seminar, conference, dinner, or other official event designated as "day of service" shall not be eligible, nor shall they receive any compensation payments or reimbursement of expenses incurred by the spouse resulting from their attendance at that seminar, conference, dinner, or other official event.
7. **EXPENSE CLAIM SUBMITTALS.** Each Director and/or District Employee shall submit their monthly request for expense reimbursements to the District by the last regular business day of the calendar month. Payments shall be processed by District staff by the second regular business day of the succeeding calendar month.
8. **EFFECTIVE DATE:** This Ordinance shall become effective sixty (60) days after the date of adoption unless a petition protesting this Ordinance is presented to the Board of Directors. Any such petition shall bear the signatures of at least ten percent (10%) of the constituents within the territory of the District, as determined by the total number of votes cast in the 2018 gubernatorial election.
9. **RIGHT TO PETITION.** The constituents of the District shall have the right to petition for referendum of this Ordinance [at any time] after its adoption. If a petition for referendum is submitted to the Board of Directors that contains the signatures of at least ten percent (10%) of the constituents within the territory of the District, the Ordinance shall be suspended and reconsidered. Any ordinance proposed within one (1) year thereafter shall be submitted to the District's constituents for a vote either a regular or special election and shall not become effective unless and until a majority of votes cast in the election are in favor of the proposed ordinance.
10. **NOTICE.** The Clerk and the Board of Directors shall certify the passage of this Ordinance and cause the same to be posted and published in accordance with the law.

PASSED, APPROVED and ADOPTED by the Channel Islands Beach Community Services District Board of Directors on this 13th day of April 2021, by the following vote:

AYES: Debley, Bouchard, Brewer, Marcus, Nast

NOES: None

ABSENT: None



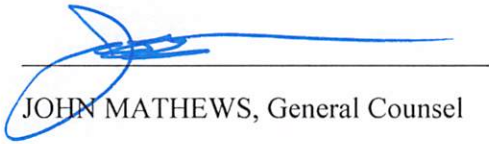
[Sean Debley], President

ATTEST:



PETE MARTINEZ, General Manager

APPROVED AS TO FORM:



JOHN MATHEWS, General Counsel

