



Board of Directors:

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

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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 Board Meeting beginning at 5:00 P.M. on Tuesday, April 12, 2022. In accordance with the Governor's Executive Order N-29-20 and the Ventura County Stay Well at Home Order resulting from the novel Coronavirus the Meeting will be held virtually using the Microsoft Teams platform.

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 213-282-9788](tel:+12132829788), [502857242#](tel:+1502857242) United States, Los Angeles

Phone Conference ID: 502 857 242#

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 – March 2022

3. Minutes:
  - a. March 8, 2022, Regular Board Meeting
  - b. March 25, 2022, Facilities Committee 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>	19010-01	\$124.14	\$316.20	\$440.34
<b>b.</b>	00000535	\$21.48	\$63.24	\$84.72
				\$525.06

**D. OPERATIONS REPORT:**

**E. ACTION CALENDAR:**

**1. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 22-06 ENABLING CONTINUED USE OF REMOTE TELECONFERENCE MEETINGS IN ACCORDANCE WITH ASSEMBLY BILL 361**

Recommendation:

1) It is recommended the Board adopt Resolution No. 22-06 authorizing remote teleconference meetings of the Legislative Bodies of the Channel Islands Beach Community Services District for the period of April 13, 2022, to May 10, 2022.

**2. PROPOSED PHWA AGREEMENT WITH HOLLISTER & BRACE**

Recommendation:

1) Direct General Manager and Legal Counsel to request the City of Port Hueneme in addition to Port Hueneme Water Agency (PHWA) sign the conflict waiver in the updated fee agreement with PHWA.

**3. CONDITIONAL USE PERMIT UPDATE FROM COUNTY PLANNING**

Recommendation:

1) Provide direction to staff on what conditions are acceptable by the Board of Directors.

**4. SOLID WASTE HAULING CONTRACT**

Recommendation:

1) Authorize staff to proceed with amending existing solid waste hauling contract with EJ Harrison & Sons.

## **5. MODIFICATION OF DISCONTINUATION OF RESIDENTIAL WATER SERVICE POLICY**

Recommendation:

1) Board to consider and approve Modification to Discontinuation of Residential Water Service Policy for Non-Payment pursuant to Senate Bill 998. Payment by check for disconnected customers removed from payment choices.

## **F. INFORMATION CALENDAR:**

1. Stage 2 Water Supply Shortage Regulations
2. District New Technology Presentation
3. Report from Board Members of any meeting or conference where compensation for attendance was received.

## **G. BOARD MEMBER COMMENTS:**

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

### **AGENDA POSTING CERTIFICATION**

This agenda was posted Thursday, April 7, 2022, 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).

*Peter Martinez*  
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

4/4/2022 12:20 PM

Register: 1002 · Checking Pacific Western

From 03/01/2022 through 03/31/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/01/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	132.74	682,180.14
03/01/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Metavante		X	193.63	682,373.77
03/01/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	2,399.02	684,772.79
03/02/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	609.00	685,381.79
03/02/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,594.48	686,976.27
03/03/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	860.76	687,837.03
03/03/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,083.94	689,920.97
03/03/2022	ACH	Aflac	*2020 - Payroll Liabilit...	332579	235.70	X		689,685.27
03/03/2022	ACH	ACWA/JPIA Health ...	5 - Salaries & Benefits:...	0683029	1,113.62	X		688,571.65
03/03/2022	ACH	Arco	4 - Maintenance Expen...	2-3-22 to 3-2-22	1,234.74	X		687,336.91
03/03/2022	ACH	Pitney Bowes Inc.	6 - Administrative Exp...	2-23-22	527.02	X		686,809.89
03/03/2022	ACH	Cardmember Service	-split-	February 2022	1,744.20	X		685,065.69
03/03/2022	RETCK	QB:Returned Item	1200 - Accounts Recei...		171.28	X		684,894.41
03/03/2022	7306	Amazon Capital Serv...	2000 - Accounts Payable		611.27	X		684,283.14
03/03/2022	7307	Badger Meter	2000 - Accounts Payable		1,684.77	X		682,598.37
03/03/2022	7308	Elevated Entitlements	2000 - Accounts Payable		487.50	X		682,110.87
03/03/2022	7309	FGL Environmental I...	2000 - Accounts Payable		161.00	X		681,949.87
03/03/2022	7310	Jarrod Lawrence	2000 - Accounts Payable		320.00	X		681,629.87
03/03/2022	7311	Miguel Zavalza	2000 - Accounts Payable		225.00	X		681,404.87
03/03/2022	7312	PrimeTimeElectric	2000 - Accounts Payable		3,940.00	X		677,464.87
03/03/2022	7313	Staples	2000 - Accounts Payable		406.50	X		677,058.37
03/03/2022	7314	Underground Service...	2000 - Accounts Payable		14.95	X		677,043.42
03/03/2022	7315	Base Auto Parts and ...	2000 - Accounts Payable		210.70	X		676,832.72
03/03/2022	7316	CUSI	2000 - Accounts Payable		101.32	X		676,731.40
03/03/2022	7317	Mission Linen & Uni...	2000 - Accounts Payable		224.60	X		676,506.80
03/03/2022	7318	County of Ventura - ...	2000 - Accounts Payable		1,110.00	X		675,396.80
03/03/2022	7319	Pacific Couriers	2000 - Accounts Payable		267.31	X		675,129.49
03/03/2022	7320	IVR Technology Gro...	2000 - Accounts Payable		101.35	X		675,028.14
03/04/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/1		X	300.00	675,328.14
03/04/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/1		X	5,239.66	680,567.80
03/04/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/3		X	112.00	680,679.80
03/04/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/3		X	11,244.87	691,924.67
03/04/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,713.10	693,637.77
03/04/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,211.33	695,849.10
03/04/2022	ACH	Wex Bank	4 - Maintenance Expen...	Exxon-Mobil	193.63	X		695,655.47
03/04/2022	7321	Famcon Pipe and Su...	2000 - Accounts Payable		959.89	X		694,695.58
03/04/2022	7322	Public Works Agenc...	2000 - Accounts Payable	Board Approve...	20,000.00			674,695.58
03/07/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,348.24	676,043.82
03/07/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,352.13	679,395.95
03/07/2022	7323	Nationwide Retirement	2000 - Accounts Payable	Pr pd 02/19/22 ...	3,263.17	X		676,132.78

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03/07/2022	7324	Diener's Electric, Inc.	2000 - Accounts Payable		316.00	X		675,816.78
03/07/2022	7325	FGL Environmental I...	2000 - Accounts Payable		184.00	X		675,632.78
03/07/2022	7326	ImageSource	2000 - Accounts Payable		419.46	X		675,213.32
03/07/2022	7327	Michael K. Nunley ...	2000 - Accounts Payable		7,798.14	X		667,415.18
03/07/2022	7328	Pollardwater	2000 - Accounts Payable		142.03	X		667,273.15
03/07/2022	7329	Prime Masonry Mate...	2000 - Accounts Payable		1,017.25	X		666,255.90
03/07/2022	7330	CATHERINE ROSE...	2000 - Accounts Payable	CUSTOMER ...	118.56	X		666,137.34
03/07/2022	7331	CLAUDIA GALDJIE	2000 - Accounts Payable	CUSTOMER ...	10.80			666,126.54
03/07/2022	7332	DAN JOVE	2000 - Accounts Payable	CUSTOMER ...	297.42	X		665,829.12
03/07/2022	7333	JAMES AND DONN...	2000 - Accounts Payable	CUSTOMER ...	27.72	X		665,801.40
03/07/2022	7334	JEFF HEBNER	2000 - Accounts Payable	CUSTOMER ...	63.03	X		665,738.37
03/07/2022	7335	MEGAN WRIGHT	2000 - Accounts Payable	CUSTOMER ...	92.60			665,645.77
03/07/2022	7336	PROPERTY FRAM...	2000 - Accounts Payable	CUSTOMER ...	412.30			665,233.47
03/07/2022	7337	RYAN RUSSELL	2000 - Accounts Payable	CUSTOMER ...	34.11	X		665,199.36
03/07/2022	7338	STEVE AND JENNI...	2000 - Accounts Payable	CUSTOMER ...	33.88	X		665,165.48
03/07/2022	7339	SUSAN PORATH	2000 - Accounts Payable	CUSTOMER ...	20.31			665,145.17
03/07/2022	7340	SUSAN WOOD	2000 - Accounts Payable	CUSTOMER ...	108.71	X		665,036.46
03/07/2022	7341	WILLIAM WISLER	2000 - Accounts Payable	CUSTOMER ...	175.92			664,860.54
03/08/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	644.08	665,504.62
03/08/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	6,534.05	672,038.67
03/08/2022	7342	AWA	2000 - Accounts Payable	March 17, 202...	150.00	X		671,888.67
03/08/2022	7343	County of Ventura - ...	2000 - Accounts Payable	New Building ...	4,101.07	X		667,787.60
03/08/2022	7344	SSBP	2000 - Accounts Payable		6,000.00	X		661,787.60
03/09/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/8		X	13,349.08	675,136.68
03/09/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/7		X	5,013.45	680,150.13
03/09/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,794.98	681,945.11
03/09/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	9,031.86	690,976.97
03/09/2022	7345	CIBCSD-Petty Cash	2000 - Accounts Payable		150.60			690,826.37
03/09/2022		QuickBooks Payroll ...	-split-	Created by Pay...	24,382.50	X		666,443.87
03/09/2022	To Print	Carol J Dillon	-split-	Direct Deposit		X		666,443.87
03/09/2022	To Print	Casey D Johnson	-split-	Direct Deposit		X		666,443.87
03/09/2022	To Print	E.D. Brock	-split-	Direct Deposit		X		666,443.87
03/09/2022	To Print	Erika F Davis	-split-	Direct Deposit		X		666,443.87
03/09/2022	To Print	Keila E Wilson	-split-	Direct Deposit		X		666,443.87
03/09/2022	To Print	Mark A Espinosa	-split-	Direct Deposit		X		666,443.87
03/09/2022	To Print	Peter A. Martinez	-split-	Direct Deposit		X		666,443.87
03/09/2022	To Print	Jesus Navarro	-split-	Direct Deposit		X		666,443.87
03/10/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	740.72	667,184.59
03/10/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	4,043.79	671,228.38
03/11/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/11		X	6,438.68	677,667.06

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03/11/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/9		X	884.65	678,551.71
03/11/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/10		X	840.00	679,391.71
03/11/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/1		X	473.32	679,865.03
03/11/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/10		X	15,783.63	695,648.66
03/11/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	286.42	695,935.08
03/11/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,427.76	698,362.84
03/11/2022	ACH	CalPers	-split-	Pr pd 2-19-22 t...	3,903.58	X		694,459.26
03/11/2022	ACH	CalPers	5 - Salaries & Benefits:...	Unfunded Accr...	28.50	X		694,430.76
03/14/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,092.02	696,522.78
03/15/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,054.12	697,576.90
03/15/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	1,652.26	699,229.16
03/15/2022	ACH	Vanco Chrg	6 - Administrative Exp...	Monthyl Onlin...	93.25	X		699,135.91
03/16/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,765.63	700,901.54
03/16/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	4,075.84	704,977.38
03/16/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Pac West Auto ...		X	86,372.99	791,350.37
03/16/2022	RETCK	QB:Returned Item	1200 - Accounts Recei...	ACH Draft retu...	700.41	X		790,649.96
03/17/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,418.88	793,068.84
03/17/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	20,431.29	813,500.13
03/17/2022	ACH	AT & T	6 - Administrative Exp...	3-1-22	870.82	X		812,629.31
03/17/2022	ACH	SoCalGas	6 - Administrative Exp...	3-8-22	44.63	X		812,584.68
03/17/2022	ACH	So. California Edison...	2 - Sewer System Expe...	3-16-22	868.05	X		811,716.63
03/17/2022	ACH	So. California Edison...	2 - Sewer System Expe...	3-16-22	596.33	X		811,120.30
03/17/2022	ACH	Tampa Hardware 2	-split-	2-28-22 Ace	537.88	X		810,582.42
03/17/2022	ACH	Frontier	6 - Administrative Exp...	3-1-22	160.18	X		810,422.24
03/17/2022	7346	Albourn Translation ...	2000 - Accounts Payable	Translation for ...	42.00	X		810,380.24
03/17/2022	7347	Coastal Architects	2000 - Accounts Payable	Building	5,958.00			804,422.24
03/17/2022	7348	County of Ventura - ...	2000 - Accounts Payable		3,849.97			800,572.27
03/17/2022	7349	FGL Environmental I...	2000 - Accounts Payable		161.00	X		800,411.27
03/17/2022	7350	Jesus N. Navarro	2000 - Accounts Payable		116.38	X		800,294.89
03/17/2022	7351	Proven Print Services	2000 - Accounts Payable		2,547.71	X		797,747.18
03/17/2022	7352	Traffic Technologies ...	2000 - Accounts Payable		120.18	X		797,627.00
03/17/2022	7353	XIO, Inc.	2000 - Accounts Payable		1,095.00	X		796,532.00
03/17/2022	7354	Wex Bank	2000 - Accounts Payable		75.00	X		796,457.00
03/17/2022	7355	PHWA	2000 - Accounts Payable		60,310.90	X		736,146.10
03/17/2022	7356	Pete Martinez	2000 - Accounts Payable		63.80			736,082.30
03/18/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/15		X	5,393.68	741,475.98
03/18/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/16		X	21,122.40	762,598.38
03/18/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/18		X	7,497.81	770,096.19
03/18/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/14		X	11,617.76	781,713.95
03/18/2022	DEP	QB:DEPOSIT	5 - Salaries & Benefits:...	Nationwide Re...		X	64.41	781,778.36

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/18/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/17		X	265.00	782,043.36
03/18/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	255.02	782,298.38
03/18/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,001.80	785,300.18
03/18/2022	ACH	CalPers	-split-	pr pd 3-5-22 to...	3,903.58	X		781,396.60
03/18/2022	ACH	CalPers	-split-		11,745.36	X		769,651.24
03/18/2022	RETCK	QB:Returned Item	1200 - Accounts Recei...	Riccio	265.48	X		769,385.76
03/18/2022	RETCK	QB:Returned Item	1200 - Accounts Recei...	Uturria	330.25	X		769,055.51
03/18/2022	RETCK	QB:Returned Item	1200 - Accounts Recei...	Keefer	566.55	X		768,488.96
03/18/2022	7357	CUSI	2000 - Accounts Payable		1,800.00	X		766,688.96
03/18/2022	7362	Nationwide Retirement	2000 - Accounts Payable	pr pd 3-5-22 to...	3,297.75	X		763,391.21
03/18/2022	7363	City of Oxnard	2000 - Accounts Payable	pr pd 10-1-21 t...	181,293.25	X		582,097.96
03/21/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	589.22	582,687.18
03/21/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	1,490.81	584,177.99
03/21/2022	7364	PrimeTimeElectric	2000 - Accounts Payable	Electrical for H...	3,200.00			580,977.99
03/21/2022	7365	Proven Print Services	2000 - Accounts Payable	Blue Stmts.	1,442.10	X		579,535.89
03/21/2022	7366	A to Z Law, LLP	2000 - Accounts Payable		1,430.00	X		578,105.89
03/21/2022	7367	Traffic Technologies ...	2000 - Accounts Payable		33.32	X		578,072.57
03/22/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	366.09	578,438.66
03/22/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	1,645.62	580,084.28
03/22/2022	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...	3/22	167.50	X		579,916.78
03/22/2022	7368	Aqua-Tech Services L...	2000 - Accounts Payable		290.00	X		579,626.78
03/22/2022	7369	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd 2-1-22 to...	49,211.85	X		530,414.93
03/23/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	750.72	531,165.65
03/23/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	1,613.55	532,779.20
03/23/2022	7370	Base Auto Parts and ...	2000 - Accounts Payable		305.23	X		532,473.97
03/23/2022	7371	CUSI	2000 - Accounts Payable		101.50	X		532,372.47
03/23/2022	7372	Port Hueneme Marin...	2000 - Accounts Payable		399.98	X		531,972.49
03/23/2022	7373	ShredRite Inc.	2000 - Accounts Payable		60.00	X		531,912.49
03/23/2022		QuickBooks Payroll ...	-split-	Created by Pay...	26,247.26	X		505,665.23
03/23/2022	7358	Kristina N Brewer	-split-		546.89	X		505,118.34
03/23/2022	7359	Marcia L Marcus	-split-		546.89			504,571.45
03/23/2022	7360	Robert T Nast	-split-		410.17			504,161.28
03/23/2022	7361	Sean Debley	-split-		410.17	X		503,751.11
03/23/2022	To Print	Carol J Dillon	-split-	Direct Deposit		X		503,751.11
03/23/2022	To Print	Casey D Johnson	-split-	Direct Deposit		X		503,751.11
03/23/2022	To Print	E.D. Brock	-split-	Direct Deposit		X		503,751.11
03/23/2022	To Print	Erika F Davis	-split-	Direct Deposit		X		503,751.11
03/23/2022	To Print	Jared Bouchard	-split-	Direct Deposit		X		503,751.11
03/23/2022	To Print	Keila E Wilson	-split-	Direct Deposit		X		503,751.11
03/23/2022	To Print	Mark A Espinosa	-split-	Direct Deposit		X		503,751.11

Channel Islands Beach 2013

4/4/2022 12:20 PM

Register: 1002 · Checking Pacific Western

From 03/01/2022 through 03/31/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/23/2022	To Print	Peter A. Martinez	-split-	Direct Deposit		X		503,751.11
03/23/2022	To Print	Jesus Navarro	-split-	Direct Deposit		X		503,751.11
03/24/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,297.83	506,048.94
03/24/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	3,376.97	509,425.91
03/24/2022	7374	Badger Meter	2000 - Accounts Payable		1,447.19			507,978.72
03/24/2022	7375	FGL Environmental I...	2000 - Accounts Payable		161.00			507,817.72
03/24/2022	7376	Water Pro	2000 - Accounts Payable		915.88	X		506,901.84
03/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/21		X	9,818.93	516,720.77
03/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/22		X	15,976.55	532,697.32
03/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/23		X	6,030.75	538,728.07
03/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/24		X	4,689.65	543,417.72
03/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/24		X	1,205.28	544,623.00
03/25/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	387.76	545,010.76
03/25/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,509.88	548,520.64
03/28/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	651.90	549,172.54
03/28/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,456.19	551,628.73
03/29/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	376.66	552,005.39
03/29/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,283.85	553,289.24
03/29/2022	ACH	So. California Edison...	2 - Sewer System Expe...	3-23-22 2274	296.42	X		552,992.82
03/29/2022	ACH	Spectrum	6 - Administrative Exp...	3-18-22 7442	229.98	X		552,762.84
03/29/2022	ACH	Spectrum	6 - Administrative Exp...	3-16-22 4284	58.15	X		552,704.69
03/29/2022	ACH	Cardmember Service	8000 - Suspense	March 2022	9,122.24	X		543,582.45
03/29/2022	ACH	So. California Edison...	2 - Sewer System Expe...	3-17-22 7350	325.40	X		543,257.05
03/29/2022	7378	Linman's Garage, Inc.	2000 - Accounts Payable	Repair Colorado	1,328.08	X		541,928.97
03/29/2022	7379	Port Hueneme Marin...	2000 - Accounts Payable		232.95			541,696.02
03/29/2022	7380	Staples	2000 - Accounts Payable		153.95			541,542.07
03/29/2022	7381	Water Pro	2000 - Accounts Payable		250.00			541,292.07
03/30/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	267.21	541,559.28
03/30/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	3,138.22	544,697.50
03/31/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/30			775.00	545,472.50
03/31/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/28			1,721.16	547,193.66
03/31/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/25			2,711.45	549,905.11
03/31/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 3/29			16,022.33	565,927.44
03/31/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	734.94	566,662.38
03/31/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,224.85	567,887.23
03/31/2022			6 - Administrative Exp...	Service Charge	243.19	X		567,644.04



MINUTES OF THE  
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
REGULAR BOARD MEETING, March 8, 2022

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

President Bouchard called the virtual meeting to order at 5:02 P.M. In attendance, Vice President Marcus, Director Brewer, Director Debley, Director Nast, General Manager Peter Martinez, Clerk of the Board, Erika Davis, General Counsel, John Mathews, Office Manager, CJ Dillon, and Operations Manager Jesus (Chuy) Navarro.

**B. PUBLIC COMMENTS:**

None.

**C. CONSENT CALENDAR:**

Vice President Marcus made the motion to approve the Consent Calendar. Director Debley seconded the motion. The motion passed.

**ROLL CALL VOTE:**

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

**D. OPERATIONS REPORT:**

Using a PowerPoint presentation, Operations Manager Navarro discussed the month's projects which included valve stack offset at 2 locations (corner of Santa Monica Drive and Island View Avenue and corner of Ocean Drive and Malibu Avenue), a service upgrade at 1500 Ocean Drive, repair of a leaky AMS at 136 Van Nuys Avenue, meter changeouts at the Coast Guard facility and the Paz Mar apartments, and a meter relocation at 3850 Harbor Boulevard.

**E. ACTION CALENDAR:**

**1. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 22-05 ENABLING CONTINUED USE OF REMOTE TELECONFERENCE MEETINGS IN ACCORDANCE WITH ASSEMBLY BILL 361:**

President Bouchard stated that this was a resolution required by law to continue teleconference meetings. There was no public comment. Director Brewer made the motion to follow staff's recommendation to adopt Resolution No 22-02 Enabling continued use of remote teleconference meetings in accordance with Assembly Bill 361. Vice President Marcus seconded the motion. The motion passed.

ROLL CALL VOTE:

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

## **2. SOLICIT BID REQUEST FOR WATER VALVE REPLACEMENT PROJECT (CI 105)**

General Manager Martinez used a PowerPoint presentation to give an overview of the water replacement project. Board asked questions. There was no public comment. Director Brewer made the motion to follow staff's recommendation to authorize the General Manager to proceed with the advertisement of formal bid for the Water Valve Replacement Project CI 105. Director Debley seconded the motion. The motion passed.

ROLL CALL VOTE:

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

## **3. SOCIAL MEDIA POLICY**

General Manager Martinez used a PowerPoint presentation to show the highlights of the Social Media Policy and its goals. The General Manager said this was an addition to other outreach efforts. Board asked that the policy be amended to include language that pointed out that this was a one-way communication effort to reduce liability to the District. President Bouchard made the motion to approve the social media policy subject to the inclusion of language stating this was one way communication only. Vice President Marcus seconded the motion. The motion passed.

ROLL CALL VOTE:

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

## **4. CONDITIONAL USE PERMIT UPDATE FROM COUNTY PLANNING COMMISSION HEARING**

General Manager Martinez reported that at the hearing the Planning Commission had concerns that they asked to be addressed and continued the hearing until April 26, 2022.

No Board Action was taken.

**F. INFORMATION CALENDAR:**

1. SB 1383/619 Implementation Plan

General Manager Martinez explained that CalRecycle has 45 days to review the District's Intent to Comply submittal. The District will begin outreach letting District residents know the District office has a food waste bin which is available for the residents to use.

2. COVID 19 relief funding

General Manager Martinez said General Counsel advised that the District use the COVID 19 relief funding and use it for what it was originally intended for, retiring the debts of those individuals who qualify. General Manager Martinez also stated that the District will be aggressively enforcing the Discontinuation of Residential Water Service for Non-Payment Policy.

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

President Bouchard and Director Debley attended the PHWA meeting. They reported that in open session the Operations Report and audit were presented. The Audit issued the result of a clean opinion.

**G. BOARD MEMBER COMMENTS:**

Director Nast stated that Bruce Dandy said the United Water Conservation District began construction of its new iron and manganese treatment plant.

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

General Counsel said they are still deciding on a judge to handle the adjudication. President Bouchard mentioned it most likely will be a judge from the Los Angeles Area rather than the Santa Barbara Area due to conflict issues.

General Counsel announced that Mauricio Guardado, General Manager of United Water Conservation District, will be speaking to AWA on March 17, 2022.

General Manager Martinez said drought outreach continues. The postcards have already been mailed and now the District will include social media in drought outreach

efforts.

General Manager Martinez said the late fees and the shut off process resume this month.

General Manager Martinez said he has met with City of Port Hueneme and presented a list of concerns regarding the cross base pipeline.

General Manager Martinez announced the Community Clean Up Event will be held this year on September 10, 2022, from 9:00 a.m. to 1:00 p.m.

General Manager Martinez said the Finance Committee will be meeting before the April 12<sup>th</sup> Regular Board Meeting and there will most likely be a second Regular Board Meeting on April 26, 2022.

General Manager Martínez announced the Staff is back in person full time at the office on regular schedules.

**I. CLOSED SESSION:**

Board did not go into closed session.

The Board Meeting adjourned at 6:08 P.M.

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Jared Bouchard, President

MINUTES OF THE  
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
FACILITIES COMMITTEE MEETING, March 25, 2022

**A. APPROVE THE FACILITIES COMMITTEE MEETING AGENDA:**

The Facilities Committee Agenda was approved, and the virtual meeting was called to order at 1:00 P.M. In attendance, Director Debley, Director Brewer, General Manager Peter Martinez, Clerk of the Board, Erika Davis, Office Manager, CJ Dillon, and Operations Manager Jesus (Chuy) Navarro.

**B. DISTRICT BUILDING AND YARD IMPROVEMENT PROJECT:**

General Manager Martinez used a PowerPoint presentation to explain key issues the County Planning Commission had with the District Building and Yard Improvement Project. The key issues the County Planning Commission is concerned about included the proposed carport along Panama Drive that it is unsightly, the proposed solid wall on Panama Drive could possibly be a canvas for graffiti, and the need for an extension of landscaping on Santa Monica Drive to prevent parking on the corner to ensure it is unobstructed. Discussion ensued. Kevin Kohan, Elevated Entitlements, and General Manager Martinez answered committee members questions. Facilities Committee members agreed that the landscaping and wall issues could be remedied but the solar panels provided green energy which would be beneficial for the Environment, Community, and the District. General Manager Martinez will incorporate the Facilities Committee comments into a response and present it to the District Board at the April Board meeting.

**C. SB 1383 COMPLIANCE:**

General Manager Martinez used a PowerPoint presentation giving the SB 1383 background, the requirements, its effect on the District's ability to comply under the current contract since it requires an additional bin and review the 2022 key dates timeline for the implementation plan. EJ Harrison said the new Solid Waste Hauling Contract will provide the additional barrel and service at no additional cost to rate payers with the caveat that the contract renews for 7 years rather than 5 years. EJ Harrison would be able to begin the additional green waste/food waste curbside collection on Oct 1, 2022. Director Debley asked for clarification on questions: 1) Will the contract include cleaning and maintenance of the additional green waste/food waste barrels? 2) Are plastic bags going to be used since it is co-collected green and food waste? General Manager Martinez said he would contact EJ Harrison for clarification. General Manager Martinez said the collection will be weekly and EJ Harrison will also

offer residents a smaller 32-gallon trash barrel to help save space. Director Brewer suggested that the District include a questionnaire in the billing insert asking residents to respond as to what size barrel they would like. Director Debley asked General Manager Martinez to seek clarification from CalRecycle on Short Term Rental businesses if they are eligible to get a space waiver since they are considered businesses. Director Debley asked if the EJ Harrison contract is a modified agreement, or a new agreement would that require the District to have to solicit an RFP. General Manager will consider the Facilities Committee feedback and ask the Board in April to provide direction on which of the following options to pursue: 1) Enter into a new agreement with EJ Harrison or 2) Solicit an RFP for solid waste hauling services and the District will need a 12-18 month extension with the current contractor to comply with SB 1383.

The Facilities Committee Meeting adjourned at 1:38 P.M.

---

Sean Debley, Director



Board of Directors:

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

PETER MARTINEZ  
General Manager

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**Regular Board Meeting, April 12, 2022**

**To:** Board of Directors

**From:** Peter Martinez, *General Manager*

**Subject:** **CONSIDERATION AND ADOPTION OF RESOLUTION NO. 22-06  
ENABLING CONTINUED USE OF REMOTE TELECONFERENCE  
MEETINGS IN ACCORDANCE WITH ASSEMBLY BILL 361**

**Item No.** E-1

**RECOMMENDATION:**

It is recommended the Board adopt Resolution No. 22-06 authorizing remote teleconference meetings of the Legislative Bodies of the Channel Islands Beach Community Services District for the period of April 13, 2022, to May 10, 2022.

**BACKGROUND/DISCUSSION:**

In March 2020, amid concern surrounding the spread of the COVID-19 virus throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. These Orders modified or waived meeting requirements in the Brown Act Open Meetings Law for local agency public meetings so that the public health and safety of all attendees would be protected through teleconferenced or remote meetings.

On September 16, 2021, the Governor signed Assembly Bill 361 requiring an approved Resolution justifying the need to continue virtual meetings due to imminent risks to the health and safety of attendees. If approved, the attached Resolution 22-06 would become effective April 13, 2022, through May 10, 2022.

**ATTACHMENTS:**

1. Resolution No. 22-06



Board of Directors:

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

PETER MARTINEZ  
General Manager

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RESOLUTION NO. 22-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S EXECUTIVE ORDER N-29-20 ON MARCH 17, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT FOR 30 ADDITIONAL DAYS UNTIL MAY 10, 2022, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Channel Islands Beach Community Services District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Channel Islands Beach Community Services District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and



WHEREAS, emergency conditions persist in the District, specifically, ON MARCH 4, 2020 THE GOVERNOR'S OFFICE ISSUED A STATE OF EMERGENCY ORDER RELATED TO THE COVID-19 PANDEMIC AND THAT ORDER REMAINS EFFECTIVE AT THE TIME OF ADOPTION OF THIS RESOLUTION; and

WHEREAS, ON SEPTEMBER 17, 2021, ORDER OF THE VENTURA COUNTY HEALTH OFFICER EXTENDING THE AUGUST 20, 2021 ORDER REQUIRING ALL INDIVIDUALS IN THE COUNTY TO WEAR FACE COVERINGS IN ALL INDOOR PUBLIC SETTINGS AND BUSINESSES TO MINIMIZE THE SPREAD OF COVID-19; and

WHEREAS, the Board of Directors does hereby find that the continued risk of COVID-19 infection remains significantly higher than stated public health goals, and the Channel Islands Beach Community Services District Board Room is not sufficient in size to allow for appropriate social distancing has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of Channel Islands Beach Community Services District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, all meetings will be conducted to ensure the ability for the public to continue to participate through publication of meeting agendas containing the meeting ID link and call in phone number of all remote meetings, which allow the public to listen and provide comment on any and all business being conducted before the legislative body.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of Channel Islands Beach Community Services District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and

public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of May 10, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Channel Islands Beach Community Services District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Channel Islands Beach Community Services District this 12th day of April 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

JARED BOUCHARD, BOARD PRESIDENT

ATTEST:

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PETER MARTINEZ  
GENERAL MANAGER

APPROVED AS TO FORM:

---

JOHN MATHEWS  
GENERAL COUNSEL



Board of Directors:

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

PETER MARTINEZ  
General Manager

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**Regular Board Meeting, April 12, 2022**

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Proposed PHWA Agreement with Hollister & Brace  
**Item No.** E-2

**RECOMMENDATION:**

Direct General Manager and Legal Counsel to request the City of Port Hueneme in addition to Port Hueneme Water Agency (PHWA) sign a conflict waiver in the updated agreement with PHWA.

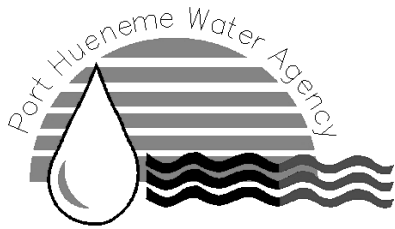
**BACKGROUND/DISCUSSION:**

In April of 2016, the District retained Hollister & Brace to serve as special legal counsel on matters concerning groundwater rights and related water entitlements. To this day, Hollister & Brace provide legal representation, consultation, and advice on matters concerning the Oxnard-Pleasant Valley Basins; the contractual right to groundwater deliveries from United Water Conservation District pursuant to the Oxnard-Hueneme Pipeline Agreement; and our contractual right to surface water deliveries from the Calleguas Municipal Water District and the City of Oxnard pursuant to the Three-Party Agreement; and the ongoing efforts by the Fox Canyon Groundwater Management Agency to implement the new groundwater allocation ordinance for the Oxnard-Pleasant Valley Basins.

In January of 2019, the Port Hueneme Water Agency retained Mr. Candy to act as special legal counsel representing PHWA's interests on matters concerning the GMA Ordinance and the Oxnard-Hueneme Pipeline Agreement. The term of this agreement with PHWA has expired, therefore, they are seeking to enter into a new agreement with Hollister & Brace. The proposed agreement includes a conflict waiver between PHWA and CIBCSD; however, it does not include a waiver specifically between the City of Port Hueneme and CIBCSD. It is recommended that a separate waiver be included between the City of Port Hueneme and CIBCSD. In sum, should a conflict arise between PHWA and CIBCSD or the City of Port Hueneme and CIBCSD, Hollister & Brace would not be allowed to represent both agencies. In such an event, Hollister & Brace would continue to represent the District.

**ATTACHMENT:**

- 1. Proposed Agreement between PHWA and Hollister & Brace**



# Port Hueneme Water Agency

250 North Ventura Road • Port Hueneme, CA 93041 • (805) 986-6563

## AGENCY AGENDA STAFF REPORT

**TO:** PHWA Board of Directors

**FROM:** Don Villafana, P.E., Public Works Director

**SUBJECT:** Agreement for Legal Services with Hollister & Brace

**DATE:** March 21, 2022

### **RECOMMENDATION:**

Approve Professional Services Agreement with Hollister & Brace for the not-to-exceed amount of \$50,000.

### **BACKGROUND:**

For the past five years, the Agency has been following the development of the Groundwater Sustainability Plan (GSP) and the associated Allocation Ordinance (Ordinance) being developed by the Fox Canyon Groundwater Management Agency (GMA). The Ordinance will determine how much groundwater every agency in the Oxnard - Pleasant Valley Subbasins (OPV Basins) can pump/receive without incurring penalties.

The Ordinance has the potential to have a significant financial impact on PHWA and its member agencies. Local groundwater deliveries comprise about 80% of the Agency's water portfolio. The Agency currently receives groundwater deliveries at about half the cost of imported State Water – thus, any reduction in local groundwater allocation would result in the purchase of costlier imported water to meet customer demands.

Many agencies throughout the Oxnard subbasin have retained special counsels for guidance on the GSP process. In 2016, the Channel Islands Beach Community Services District (Beach District) retained Peter Candy of Hollister & Brace, based in Santa Barbara. On behalf of the Beach District, Mr. Candy has been a valuable participant in the Municipal & Industrial (M&I) group discussions and has represented the Beach District at several meetings with the GMA.

In January 2019, PHWA retained Mr. Candy to act as special legal counsel representing PHWA's interests on matters concerning the GMA Ordinance and the Oxnard-Hueneme (O-H) Pipeline Agreement. This is the agreement whereby PHWA receives deliveries of groundwater purchased from United Water Conservation District (UWCD).

In June 2021, a lawsuit was filed challenging the GMA Ordinance. The lawsuit seeks a comprehensive adjudication of all water rights in the OPV Basins. In addition, there are now issues with the requirement of the transfer of water conservation credits under the Three-Party Agreement between Oxnard, Calleguas Municipal Water District (CMWD) and PHWA. The Three-Party Agreement governs PHWA's right to receive deliveries of State Water purchased from CMWD. The foregoing issues will need to be resolved with assistance of legal counsel.

**ANALYSIS/DISCUSSION:**

Mr. Candy has been representing PHWA's interests on matters related to the OPV Basins since 2019. This includes PHWA's contractual rights to receive deliveries of groundwater from UWCD, and PHWA's contractual rights to receive deliveries of State Water from CMWD. Given the evolving nature of these issues, and the recent filing of the OPV Basin Adjudication, it is appropriate to extend Mr. Candy's contract for legal services.

Attached for Board consideration is a proposed agreement for legal services which would appropriate \$50,000 with a term through December 31, 2022. The agreement also contains a conflict-of-interest waiver, which would allow Mr. Candy to represent the Beach District in the future, in the event that the Beach District wishes to retain Mr. Candy for any issues regarding PHWA, the GMA Ordinance, or the Adjudication process.

**FISCAL IMPACT:**

\$50,000 in legal services will come from the PHWA reserve balance.

**ATTACHMENT:**

Agreement for Professional Services

Bradford F. Ginder  
Susan H. McCollum  
Peter L. Candy  
Gisele M. Goetz  
Thomas G. Thornton  
Natasha A. Bhushan

**Hollister  
& Brace**  
*a professional corporation*  
Since 1966  
*Attorneys at Law*

200 East Carrillo Street, Suite 100  
P.O. Box 630  
Santa Barbara, CA 93102

Tel: (805) 963-6711  
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[www.hbsb.com](http://www.hbsb.com)  
*Email: [pcandy@hbsb.com](mailto:pcandy@hbsb.com)*

March 10, 2022

***Via E-mail & U.S. Mail***

Mr. Brad Conners  
Executive Director  
Port Hueneme Water Agency  
250 North Ventura Road  
Port Hueneme, CA 93041

**Re: Representation Agreement**

Dear Mr. Conners:

You have asked the law firm of Hollister & Brace, and specifically the undersigned attorney Peter Candy, to serve as special legal counsel to the Port Hueneme Water Agency providing legal representation and advice on matters concerning groundwater rights and related water entitlements.

California law requires the terms of certain types of attorney representation agreements to be set forth in writing. To comply with that law and to assure that the terms of representation are clearly understood, we have prepared this letter and agree to provide legal services on the terms stated.

**HOURLY FEE REPRESENTATION AGREEMENT**

1. Scope of Legal Services.

The Port Hueneme Water Agency (“PHWA”) retains Peter Candy and the law firm of Hollister & Brace (collectively “Attorneys”), to serve as special legal counsel on matters concerning groundwater rights and related water entitlements. The scope of legal services contemplated by this Agreement is anticipated to include, without limitation, providing legal representation, consultation, and advice on matters concerning: (i) the right of PHWA member agencies to extract groundwater from the Oxnard-Pleasant Valley Groundwater Basins (“OPV Basins”); (ii) PHWA’s contractual right to obtain groundwater deliveries from United Water Conservation District pursuant to the Oxnard-Hueneme Pipeline Agreement; (iii) PHWA’s contractual right to obtain surface water deliveries from Calleguas Municipal Water District and the City of Oxnard pursuant to the Three-Party Agreement; and (iv) ongoing efforts by the Fox Canyon Groundwater Management

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Agency (“FCGMA”) to implement a new groundwater allocation ordinance for the OPV Basins. The scope of legal services may also include, if requested by the PHWA Board, representation of the Agency in legal proceedings involving a Comprehensive Adjudication of the OPV Basins (*OPV Coalition, et. al. v. Fox Canyon Groundwater Management Agency*), Case No. VENC100555357 filed in the Santa Barbara County Superior Court.

2. Legal Fees.

PHWA agrees to pay Attorneys' fees on the basis set forth in this letter. Attorneys will charge by the hour for time that their legal personnel devote to the representation of PHWA. I will be principally involved in providing such legal services. My hourly rate for this representation is \$375.00. From time to time, other legal personnel described in the attached rate schedule may render services for PHWA in connection with this Agreement. When this occurs, legal services will be charged at an hourly rate of \$375 for shareholder attorneys, and \$275.00 for associate attorneys.

The hourly rates for shareholder and associate attorneys may change annually during the course of representation. PHWA will be given 30-day written notice of any annual change in the rates applicable to the representation. Any new rates proposed will not be charged without PHWA's prior written authorization.

3. Costs and Expenses.

Attorneys are authorized to incur on behalf of PHWA reasonable costs and expenses deemed necessary by Attorneys to perform legal services under this Agreement. Attorneys may advance payment of such costs and will bill PHWA for these costs and expenses periodically. PHWA agrees to pay for the costs and expenses as they are charged to PHWA. Examples of such costs and expenses include filing fees and other charges assessed by courts, process server fees, reporter's fees, expert witness fees, telephone charges, postage, copying charges, delivery charges, word processing charges, travel expenses and mileage. (See attached cost schedule for current cost charges related to use of Attorneys' supplies and equipment.)

4. Billing Practices.

Attorneys will send PHWA a statement for fees and costs incurred on a periodic basis. PHWA agrees to pay Attorneys' statement within 30 days of billing. Attorneys' statement shall describe the legal services and state the basis of calculation of the fee. Attorneys shall bill legal services in minimum units of .25 hours for any task.

The legal services to be rendered by Attorneys may require waiting time in court and/or travel time, both local and out of town. Attorneys will charge PHWA for such time

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at the established hourly rate. There also may be occasions when, in Attorneys' judgment, Attorneys or other legal personnel at Attorneys' office deem it necessary to confer among themselves or to have more than one attend meetings or court hearings in the discharge of legal services undertaken for PHWA. When that occurs, Attorneys will charge PHWA at the established hourly rate for each of the persons involved.

If PHWA fails to pay Attorneys' statement within 45 days of billing, Attorneys may withdraw from the representation by giving PHWA written notice of withdrawal. Acceptance of late payment by Attorneys shall not be a waiver of PHWA's obligation to make timely payments.

All obligations for Attorneys' fees and costs that are outstanding for a period of 30 days shall, at Attorneys' discretion, bear interest at the rate of .833% per month from the date of the original billing, for an annual interest charge of 10% per annum.

5. Duties of Attorneys to Client.

Attorneys shall be diligent and shall provide those legal services reasonably necessary to represent PHWA in the matters described in Section 1. Attorneys shall perform all legal work on PHWA's behalf efficiently and cost-effectively, utilizing associate attorneys to reduce costs when appropriate. The parties acknowledge that Attorneys' performance under this Agreement will commence immediately following action by the PHWA Board to approve this Agreement at its March 21, 2022 regular meeting.

6. Consent to Use of E-mail and Cloud Services.

In order to provide PHWA with efficient and convenient legal services, Attorneys will frequently communicate and transmit documents using e-mail. There are inherent risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, PHWA is consenting to such e-mail transmissions with PHWA, including PHWA's representatives and agents.

In addition, Attorneys use a cloud computing service with servers located in a facility other than Attorneys' office. Most of Attorneys' electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, PHWA understands and consents to having communications, documents and information pertinent to the PHWA's matters stored through such a cloud-based service.

7. Disclaimer of Guarantee.

Attorneys have made no promise or guarantees to PHWA about the success or outcome of the representation undertaken by Attorneys on PHWA's behalf. Nothing in



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this agreement shall be construed as such a promise or guarantee. From time to time, Attorneys may state opinions concerning the outcome of any matter Attorneys may have undertaken for PHWA. Those statements or expressions are acknowledged to be opinions and not guarantees or promises by Attorneys of any particular outcome.

8. Discharge/Withdrawal.

PHWA may discharge Attorneys at any time. If PHWA does so, it will remain liable for all fees and costs incurred up to the date of discharge.

Attorneys may withdraw from this Agreement for good cause. Examples of circumstances constituting good cause for withdrawal include, but are not limited to PHWA's breach of this Agreement, or any fact or circumstance that would render Attorneys' continuing representation of PHWA unlawful or unethical. In the event of withdrawal for cause, PHWA shall be liable for all fees and costs incurred up to the date of withdrawal.

9. Closed Files.

Attorneys will store PHWA's files for a period of five (5) years following the conclusion of this representation, after which time the files may be destroyed. Attorneys shall provide PHWA ninety (90) days' written notice prior to destruction. Unless PHWA instructs Attorneys in writing to the contrary, Attorneys may destroy the files following expiration of the ninety (90) day notice.

10. Insurance.

California law requires attorneys to disclose whether they maintain errors and omissions insurance coverage applicable to services to be rendered to a client. Hollister & Brace does maintain errors and omissions insurance coverage applicable to the services undertaken by this Agreement.

11. Disclosure Regarding Proposed Joint Representation and Potential Conflicts of Interest.

PHWA has asked Attorneys to serve as special legal counsel on matters concerning the groundwater rights and related water entitlements. These matters are more specifically described in Section 1. Attorneys currently serve as special legal counsel to the Channel Islands Beach Community Services District ("District"), representing the District's interests on the same or similar matters as those described in Section 1. Given that the District is a member agency of PHWA, and presently the District receives the entirety of its water supply through PHWA, the legal interests of both the District and PHWA are aligned.

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It is not unusual for two or more clients with aligned interests to request joint representation by a single attorney in a matter. Joint representation offers practical advantages to clients with aligned legal interests, such as increased efficiency, and ensuring that the joint clients present a united front as against a common adversary. However, joint representation also presents its own unique ethical challenges, particularly when the joint clients' seemingly aligned legal interests ultimately diverge. Joint representation is not per se ethically prohibited. An attorney may ethically represent more than one client in the same matter, provided that the attorney keeps certain ethical considerations in mind.

The California Rules of Professional Conduct, Rule 3-310 (C)(1) and (C)(2) proscribe that "[a] member [attorney] shall not, without the informed written consent of each client...[a]ccept representation of more than one client in a matter in which the interests of the clients potentially conflict...[or] accept or continue representation of more than one client in the same matter in which the interests of the client actually conflict." Although framed in the negative, Rule 3-310 (C)(1) and (C)(2) allows an attorney, in most circumstances, to jointly represent more than one client whose interests either potentially or actually conflict in the same matter after obtaining each clients' informed written consent.

Rule 3-310(A)(2) defines "informed written consent" as obtaining the client's written agreement to the representation following written disclosure. Rule 3-310(A)(1) defines "disclosure" as "informing the client... of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client...."

The City of Port Hueneme and the District both agreed over two decades ago to cease pumping their coastal groundwater wells in exchange for receiving in-lieu water deliveries pumped by United Water Conservation District ("United") inland at its El Rio well field. The two agencies agreed to accept in-lieu water deliveries from United for the collective benefit of all water users in the Oxnard-Pleasant Valley Basin. PHWA was formed by the City of Port Hueneme and the District, in part, to facilitate this transition. As such, with regard, to the issues described in Section 1, above, the legal interests of PHWA and the District are aligned. This does not mean, however, that certain adverse foreseeable consequences to the joint representation will not arise, or that the parties' legal interests will not diverge in the future.

The following are the reasonably foreseeable adverse consequences of Attorneys jointly representing both PHWA and the District: (i) the potential for disagreements between PHWA and the District to arise concerning strategy; (ii) the potential for Attorneys to receive conflicting client instructions or demands from both PHWA and the District; (iii) the potential for PHWA and the District to have inconsistent expectations and/or divergent objectives with respect to the matters described in Section 1; and (iv) the potential for disagreements to arise between PHWA and the District regarding whether to

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settle a case, or to pursue a matter through trial. In addition, in certain situations, Attorney's effective advancement of one client's cause could ultimately be detrimental to the other client. Furthermore, Attorneys joint representation of both PHWA and the District will obviate the attorney-client privilege within the joint client relationship. While Attorneys will owe both clients a duty of confidentiality with respect to outside parties, within the joint client relationship, anything that one client discloses to Attorneys is subject to disclosure to the other client.

If a conflict or unresolvable disagreement develops between PHWA and the District in the future, Attorneys will not be able to represent both agencies. In such an event, Attorneys will continue to represent the District, but not PHWA, on the matters described in Section 1. With proper informed consent and waivers by both PHWA and the District, Attorneys may continue to represent the District. California courts have allowed in certain circumstances for an attorney to obtain advance waivers from joint clients for the purpose of identifying which of the joint clients the attorney will continue representing in the event that an actual conflict develops between the joint clients. (See generally *Zador Corp. v. Kwan* (1995) 31 Cal.App.4th 1285.)

12. Term and Fee Cap.

This Agreement shall commence on the date specified in Section 5, above, and expire on December 31, 2022 (the "Term"). The Term may be extended at any time by an amendment in writing executed by both parties. Notwithstanding anything to the contrary herein, PHWA shall not be responsible for legal fees in excess of \$50,000 without PHWA's prior written consent.

I shall be the attorney responsible for supervising legal representation of PHWA and reviewing all bills that are sent to the PHWA. If you should have any question at any time concerning the representation or the billings by our firm, please call. If the foregoing terms of this letter agreement are satisfactory, following approval by the PHWA Board, please sign the enclosed copy of this Agreement and return it to us via U.S. mail or email. Please retain the original of this letter agreement for the PHWA's records.

Very truly yours,

HOLLISTER & BRACE

By 

Peter L. Candy

PLC/cr

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**CONSENT**

Attorneys have explained to PHWA that there exist potential conflicting interests in the above-described matter and has informed PHWA of the possible consequences of these conflicts. PHWA also understands that it has the right, and has been encouraged, to consult independent counsel before signing this Agreement and consent. PHWA nevertheless desires representation by Attorneys to the extent described above and, therefore, consents and gives approval to such representation.

PHWA agrees to be bound by the terms of this Representation Agreement.

PORT HUENEME WATER AGENCY

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Brad Conners,  
Executive Director

# HOLLISTER & BRACE

## BILLING POLICY

April 20, 2021

### **FEES**

1. The proper assignment of attorneys to matters is not only crucial in providing high quality legal services, but in being able to deliver services cost effectively. We will dedicate the services of our associate and senior level professionals as appropriate to achieve the best possible work product at a reasonable fee. Ordinarily, only one attorney will attend meetings, depositions and hearings. Exceptions may be trials, major hearings and other situations where the nature, magnitude or complexity of the matter merits the services of more than one attorney.
2. All fees will be charged in accordance with the Rules of Professional Conduct established by the California Supreme Court. Hourly rates typically are not the only factors considered in establishing fees for litigation, adversarial or administrative matters. Other factors include the novelty and difficulty of the issues involved, the amount in controversy and the results obtained, the urgency imposed by the client or the circumstances, and the impact that the matter has upon the firm's ability to provide services to its other clients.
3. Professional time is billed on the basis of 1/4 hour increments. Where actual time devoted to a matter is appreciably less than 1/4 hour, the effort is made to aggregate similar periods together until the time devoted reaches 1/4 hour.
4. Secretarial and clerical time is ordinarily not charged to the client. Exceptions are for paralegal-type services or when overtime is required to accommodate the client. Clerical and secretarial overtime is not charged when incurred merely to accommodate the attorney's own schedule or workload.
5. Word processing services and proofreading by clerical staff are not charged to the client.
6. The client is not charged for the attorney's time spent preparing bills, unless related to an application to the court or third party (such as an insurance company), as when we seek reimbursement of legal expenses for the client.

### **COSTS AND DISBURSEMENTS**

1. The firm does not charge a "handling" or "administrative" fee for disbursements made on the client's behalf. Disbursements are billed at the firm's cost, with credit given for any discounts received from vendors.
2. Photocopying is charged at 25¢ per page. Where larger jobs are involved and time permits, documents are sent out to a lower cost commercial copying service and the client is charged at the firm's cost.
3. Costs of local phone calls are not charged to the client.
4. Long distance calls are charged at cost per published schedule of charges by destination and duration.

5. Use of routine office supplies are not charged to the client.
6. The following travel guidelines apply:
  - \* All travel expenses for lodging, meals and transportation will be at reasonable rates and incurred prudently.
  - \* The client will be charged the actual cost, not to exceed coach fare, for domestic air travel.
  - \* Advance purchasing and other cost effective ways to achieve travel savings will be pursued where practicable. Any such savings will be passed on to the client.

## **BUDGETING**

Accurately predicting the total cost of legal services (especially for litigation matters) is ordinarily very difficult, if not impossible. Nevertheless, we will try to provide a meaningful estimated range of expenses whenever requested.

## **CHANGES**

The firm will give 30 days advance notice of substantial changes to this policy or accompanying schedules.

## **QUESTIONS**

Questions regarding the firm's bills may be directed to the attorney responsible for the file or to the bookkeeping department at any time. Please feel free to direct questions by telephone or in writing, whichever is more convenient.

# HOLLISTER & BRACE

## SCHEDULE OF PREVAILING HOURLY RATES

April 20, 2021

	<u>Range of Rates (per/hr)</u>
Shareholders	\$ 350-650
Associates	\$ 275-450
Paralegals	\$ 175-200
Law Clerks	\$ 175-300

### Attorneys

Bradford F. Ginder  
Peter L. Candy  
Thomas G. Thornton

Susan H. McCollum  
Gisele M. Goetz  
Natasha A. Bhushan

### Paralegals

Lori Greenburg

As the cost of operating a law firm and providing legal services increases, Hollister & Brace will occasionally find it necessary to raise the prevailing hourly rates of its professionals. The prevailing hourly rates are the standard rates charged by the firm for any particular lawyer, paralegal or law clerk at the time that the services are performed.

# HOLLISTER & BRACE

## SCHEDULE OF CHARGES

April 20, 2021

Photocopying by the firm	\$ .25/page
Postage	At USPS rates
Auto Mileage (Professional Staff)	.575/mile (IRS 2020 rate)
Lexis-Nexis (Computer Legal Research)	At cost
Westlaw (Computer Legal Research)	At cost
Westlaw (Printing Computer Research)	At cost
Telephone	
Local Calls	No charge
Long Distance Calls	At cost
Delivery (by H&B staff)	3.00, plus .575/mile
Secretarial Overtime	60.00 – 100.00/hour





Board of Directors:

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

## Regular Board Meeting, April 12, 2022

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Conditional Use Permit Update from County Planning Commission Hearing  
**Item No.** E-3

### RECOMMENDATION:

Provide direction to staff on what conditions are acceptable by the Board of Directors.

### BACKGROUND/DISCUSSION:

On March 3, 2022, the County of Ventura Planning Commission held a public hearing for the approval of the District's Conditional Use Permit and associated conditional Voluntary Merger to merge multiple legal lots into one legal lot to redevelop the District's administration and operations facility. Voluntary Merger Case No. PL20-0051 and Conditional Use Permit Case No. PL20-0050. The County of Ventura Planning Commission continued the hearing until April 21, 2022. Staff met with the Facilities Committee Meeting on March 25, 2022, to discuss the District's response to the Planning Commission's comments. The key items of discussion were:

- Carport along Panama Dr
- Solid wall on Panama Dr
- Extension of landscaping on Santa Monica Dr

### Carport

Staff aims to not have the carport removed from the project request for the following reasons:

- Serves as a future solar panel location to provide green energy. Our goal is to be less reliant on the grid and well positioned to provide green energy to power the buildings and future electric fleet.
- Protects the District's fleet and equipment from the harsh natural elements here at the beach

### Solid Wall on Panama Dr

- Employee safety
- Site security

- Overall beautification of project site
  - Vines to be grown on solid wall to minimize vandalism
    - Graffiti action plan to be implemented
- Solid wall is less costly per linear foot than wrought iron fence

### **Extension of Landscaping on Santa Monica Dr**

- County is requesting to extend landscaping on Santa Monica Drive near Panama Dr

### **Next Steps**

Present to the County Planning Commission on April 21, 2022. Staff is looking for guidance on which conditions the District is willing to accept, as a final decision will be made at this hearing on April 21<sup>st</sup>.

### **ATTACHMENT:**

1. **Ventura County Planning Commission Conditions of Approval**

**EXHIBIT 5 – CONDITIONS OF APPROVAL FOR CHANNEL ISLANDS BEACH COMMUNITY SERVICE DISTRICT (CIBCSO) FACILITY CONDITIONAL USE PERMIT (CUP) CASE NO. PL20-0050 AND CONDITIONAL VOLUNTARY MERGER (VM) CASE NO. PL20-0051**

**RESOURCE MANAGEMENT AGENCY (RMA)**

**Planning Division Conditions**

1. Project Description

This CUP and conditional VM is based on and limited to compliance with the project description stated in this condition below, Exhibits 3 and 7 through 10 of the Planning Commission hearing on April 21, 2022 and conditions of approval set forth below. Together, these conditions and documents describe the “Project.” Any deviations from the Project must first be reviewed and approved by the County in order to determine if the Project deviations conform to the Project as approved. Project deviations may require Planning Commission approval for changes to the permit or further California Environmental Quality Act (CEQA) environmental review, or both. Any Project deviation that is implemented without requisite County review and approval(s) may constitute a violation of the conditions of this permit and applicable law.

The Project description is as follows:

The Project is a granted for the redevelopment of the CIBCSO facility. The redevelopment includes the following components: (1) demolition of the existing 2,058 sq. ft. CIBCSO administrative building and construction of a two-story 2,842 sq. ft. administrative building that is 24 feet, 6 inches in height. The new building would be located in the southwest corner of the project site adjacent to Santa Monica Drive; (2) interior remodel of 900 sq. ft., 13 feet, 7 inches in height, of the operations building located in the northwest corner of the project site adjacent to Hollywood Boulevard; (3) construction of a 1,317 sq. ft. steel carport, 13 feet, 7 inches in height, located along the western property line adjacent to Panama Drive; solar panels installed on the roof for a total height of 15 feet, 6 inches<sup>1</sup>; (4) installation of a new 6-foot high concrete masonry wall along the western property line and along a portion of the project site adjacent to Hollywood Boulevard; (5) construction of a 6 foot high wrought iron fence with aluminum columns adjacent to Panama Drive and Santa Monica Drive; and (6) construction of a 6 foot high aluminum sliding gate on Santa Monica Drive. The proposed term of the CUP to operate and maintain the facility is 25 years.

CIBCSO maintenance trucks, recycle and waste trash bins and equipment would continue to be stored onsite. There is an existing water well that is located underground near the

<sup>1</sup> Section 8175-4.8 of the Ventura County CZO allows roof structures to be erected above the height limits prescribed in Section 8175-4 of the Ventura County CZO, provided that no additional floor space is created.

rear of the Administration Building that is used primarily for dust control at the facility. There is no treatment of chlorine nor storage of any hazardous materials onsite.

Approximately 10,719 sq. ft. of new pervious area and about 1,235 sq. ft. of native landscaping is proposed. Estimated earthwork includes 93 cubic yards (cy) of cut, 68 cy of fill, and 25 cy of export. Two, 3-foot deep bioswales are proposed along the landscape strip adjacent to Panama Drive.

Eight CIBCSD staff will continue to work onsite Monday through Friday, from 7:30 am to 5:00 pm. Monthly Board of Director meetings (5:00 pm the second Tuesday of the month) are open to the public and held onsite to discuss CIBCSD operations.

Domestic water and wastewater services will continue to be provided by CIBCSD. Access will be provided from a private driveway along Santa Monica Drive with secondary access via a locked gate along Hollywood Boulevard.

#### Parking Modification Request

CIBCSD is requesting a modification to the parking standards included in Section 8176-4.4.5 of the Ventura County Coastal Zoning Ordinance to allow perpendicular parking along Santa Monica Drive.

#### Voluntary Merger

A conditional VM is requested by CIBCSD to merge multiple legal lots into one legal lot, contingent upon the Permittee taking all steps necessary to effectuate the merger as set forth in Condition Nos. 51 and 52, below.

The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of structures, parking areas and landscape areas, shall conform to the project description above and all approved County land use hearing exhibits in support of the Project and conditions of approval below.

#### 2. Days and Hours of Operation

**Purpose:** In order to ensure compatibility with the surrounding residential neighborhood it is necessary to limit the days and hours of operation of the approved use.

**Requirement:** The facility shall be limited to the following hours and days of operation:

- Facility Operations: Monday through Friday, 7:30 am to 5:00 pm.
- CIBCSD Board of Director meetings: Second Tuesday of the month at 5:00 pm.

The Permittee shall post the hours of operation in an obvious location that can be seen by customers, vendors, and the public. The signage must be made of weatherproof and

permanent material and comply with the Ventura County Coastal Zoning Ordinance (§ 8175-5.13).

**Documentation:** The Permittee shall provide the Planning Division with photographic documentation that the hours of operation have been posted as required pursuant to this condition.

**Timing:** The Permittee shall post the hours of operation prior to the issuance of Zoning Clearance for use inauguration and the Permittee shall maintain the posted hours of operation for the life of the permit.

**Monitoring and Reporting:** The Planning Division has the authority to conduct periodic site inspections to ensure ongoing compliance by the Permittee with this condition consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

### 3. Required Improvements for CUP

**Purpose:** To ensure the project site conforms to the plans approved at the Planning Commission hearing in support of the project.

**Requirement:** The Permittee shall ensure that all required off-site and on-site improvements for the Project, including structures, paving, parking, undergrounding of all new utility lines, and landscaping are completed in conformance with the approved plans stamped as hearing Exhibit 3, the recommendations in the Geotechnical and Stormwater Detention Reports (Exhibits 7 and 8), sea level rise design features (Exhibit 9), and the VM sketch map (Exhibit 3). The Permittee shall prepare and submit all final building and site plans for the County's review and approval in accordance with the approved plans.

The following structural design features are required to address predicted flooding from coastal hazards; (1) the slab for the operations building will be at an elevation of 12 inches above the nearest adjacent street gutter; (2) the carport will be at an elevation of 18 inches above the nearest adjacent street gutter; and, (3) compaction of the site's structural fill per the recommendations of the Workman Geotechnical Report (Exhibit 7).

**Documentation:** The Permittee shall obtain Planning Division staff's stamped approval on the project plans and submit them to the County for inclusion in the Project file. The Permittee shall submit additional plans to the Planning Division for review and stamped approval (e.g., landscape plans) for inclusion in the Project file, as necessary. Any changes to the Geotechnical and Stormwater Detention Reports and sea level rise design features will require approval by the County prior to the change.

**Timing:** Prior to the issuance of a Zoning Clearance for construction the Permittee shall submit all final development plans, and any changes to the Geotechnical and Stormwater Detention Reports and sea level rise design features, if required to the Planning Division

for review and approval. Unless the Planning Director and/or Public Works Agency Director allow the Permittee to provide financial security and a final executed agreement, approved as to form by the County Counsel, that ensures completion of such improvements, the Permittee shall complete all required improvements prior to final inspection. The Permittee shall maintain the required improvements for the life of the Project.

**Monitoring and Reporting:** The County Building Inspector, Public Works Agency Grading Inspector, Fire Marshall, and/or Planning Division staff has the authority to conduct periodic site inspections to ensure the Permittee's ongoing compliance with this condition consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

#### 4. Site Maintenance

**Purpose:** To ensure that the Project site is maintained in a neat and orderly manner so as not to create any hazardous conditions or unsightly conditions which are visible from outside of the Project site.

**Requirement:** The Permittee shall maintain the Project site in a neat and orderly manner, and in compliance with the Project description set forth in Condition No. 1. Only equipment and/or materials which the Planning Director determines to substantially comply with the Project description shall be stored within the Project site during the life of the Project.

**Documentation:** The Permittee shall maintain the Project site in compliance with Condition No. 1 and the approved plans for the Project.

**Timing:** The Permittee shall maintain the Project site in a neat and orderly manner and in compliance with Condition No. 1 throughout the life of the Project.

**Monitoring and Reporting:** The County Building Inspector, Public Works Agency Grading Inspector, Fire Marshall, and/or Planning Division staff has the authority to conduct periodic site inspections to ensure the Permittee's ongoing compliance with this condition consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

#### 5. CUP Modification

Prior to undertaking any operational or construction-related activity which is not expressly described in these conditions, the Permittee shall first contact the Planning Director to determine if the proposed activity requires a modification of this CUP. The Planning Director may, at the Planning Director's sole discretion, require the Permittee to file a written and/or mapped description of the proposed activity in order to determine if a CUP modification is required. If a CUP modification is required, the modification shall be subject to:

- a) The modification approval standards of the Ventura County Ordinance Code in effect at the time the modification application is acted on by the Planning Director; and,
- b) Environmental review, as required pursuant to the California Environmental Quality Act (CEQA; California Public Resources Code, §§ 21000-21178) and the State CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, §§ 15000-15387), as amended from time to time.

6. Construction Activities

Prior to any construction, the Permittee shall obtain a Zoning Clearance for construction from the Planning Division, and a Building Permit from the Building and Safety Division. Prior to any grading, the Permittee shall obtain a Grading Permit from the Public Works Agency.

7. Acceptance of Conditions and Schedule of Enforcement Responses

The Permittee's acceptance of this CUP and/or commencement of construction and/or operations under this CUP shall constitute the Permittee's formal agreement to comply with all conditions of this CUP. Failure to abide by and comply with any condition of this CUP shall constitute grounds for enforcement action provided in the Ventura County Coastal Zoning Ordinance (Article 13), which shall include, but is not limited to, the following:

- a. Public reporting of violations to the Planning Commission and/or Board of Supervisors;
- b. Suspension of the permitted land uses (Condition No. 1);
- c. Modification of the CUP conditions listed herein;
- d. Recordation of a "Notice of Noncompliance" on the deed to the subject property;
- e. The imposition of civil administrative penalties; and/or
- f. Revocation of this CUP.

The Permittee is responsible for being aware of and complying with the CUP conditions and all applicable federal, state, and local laws and regulations.

8. Time Limits

a. Use inauguration:

- (1) The approval decision for this CUP becomes effective upon the expiration of the 10-day appeal period following the approval decision, or when any appeals of the decision are finally resolved. Once the approval decision becomes effective, the Permittee must obtain two Zoning Clearances as follows:

- (a) The Permittee shall obtain a Zoning Clearance for use inauguration of the existing facility within one year from the effective date of this CUP; and,
  - (b) The Permittee shall obtain a Zoning Clearance for construction of the Administration building, redevelopment of the Operations building and the site improvements granted under Condition No. 1 above within two years from the effective date of this CUP.
- (2) This CUP shall expire and become null and void if the Permittee fails to obtain a Zoning Clearance for use inauguration within one year from the date the approval decision of this CUP becomes effective in accordance with Ventura County Coastal Zoning Ordinance (§ 8181-7.7). The Planning Director may grant a one year extension of time to the Permittee in order to obtain the Zoning Clearance for use inauguration if the Permittee can demonstrate to the satisfaction of the Planning Director that the Permittee has made a diligent effort to implement the Project, and the Permittee has requested the time extension in writing at least 30 days prior to the one year expiration date.
- (3) Prior to the issuance of the Zoning Clearance for use inauguration, all fees and charges billed to that date by any County agency, as well as any fines, penalties, and sureties, must be paid in full. After issuance of the Zoning Clearance for use inauguration, any final billed processing fees must be paid within 30 days of the billing date or the County may revoke this CUP.
- (4) The Permittee shall prepay all real property taxes prior to recordation of the VM and prior to the issuance of a Zoning Clearance for use inauguration (See Condition 51).
- (5) The VM documents and deeds shall be recorded in the Office of the County Recorder prior to issuance of a Zoning Clearance for use inauguration (See Condition 52).
- b. Permit Life or Operations Period: This CUP will expire on March 14, 2047. The lack of additional notification of the expiration date provided by the County to the Permittee shall not constitute grounds to continue the uses that are authorized by this CUP after the CUP expiration date. The uses authorized by this CUP may continue after the CUP expiration date only if:
  - (1) The Permittee has filed a permit modification application pursuant to § 8181-10.4 of the Ventura County Coastal Zoning Ordinance prior to March 14, 2047; and,
  - (2) The County decision-maker grants the requested modification.



The uses authorized by this CUP may continue during processing of a timely-filed modification application in accordance with § 8181-5.7 of the Ventura County Coastal Zoning Ordinance.

9. Documentation Verifying Compliance with Other Agencies' Requirements Related to this CUP

**Purpose:** To ensure compliance with, and notification of, federal, state, and/or local government regulatory agencies that have requirements that pertain to the Project (Condition No. 1, above) that is the subject of this CUP.

**Requirement:** Upon the request of the Planning Director, the Permittee shall provide the Planning Division with documentation (e.g., copies of permits or agreements from other agencies, which are required pursuant to a condition of this CUP) to verify that the Permittee has obtained or satisfied all applicable federal, state, and local entitlements and conditions that pertain to the Project.

**Documentation:** The Permittee shall provide this documentation to Planning Division staff in the form that is acceptable to the agency issuing the approval, to be included in the Planning Division Project file.

**Timing:** The documentation shall be submitted to the Planning Division prior to the issuance of the Zoning Clearance for construction or as dictated by the respective agency.

**Monitoring and Reporting:** The Planning Division maintains the documentation provided by the Permittee in the respective Project file. In the event that the federal, state, or local government regulatory agency provides new or amended approvals due to changes in the Project or the other agency's requirements, the Permittee shall submit the new documentation of said approvals within 30 days of receipt of the documentation from the other agency.

10. Notice of CUP Requirements and Retention of CUP Conditions On Site

**Purpose:** To ensure full and proper notice of these CUP conditions affecting the use of the subject property.

**Requirement:** Unless otherwise required by the Planning Director, the Permittee shall notify, in writing, the Property Owner(s) of record, contractors, and all other parties and vendors who regularly conduct activities associated with the Project, of the pertinent conditions of this CUP.

**Documentation:** The Permittee shall maintain a current set of CUP conditions and exhibits at the project site.

**Timing:** Prior to issuance of a Zoning Clearance for use inauguration and throughout the life of the Project.

**Monitoring and Reporting:** The Planning Division has the authority to conduct periodic site inspections to ensure ongoing compliance with this condition consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

11. Recorded Notice of Land Use Entitlement

**Purpose:** The Permittee shall record a “Notice of Land Use Entitlement” form and the conditions of this CUP with the deed for the subject property that notifies the current and future Property Owner(s) of the conditions of this CUP.

**Requirement:** The Permittee shall sign, have notarized, and record with the Office of the County Recorder, a wet signed “Notice of Land Use Entitlement” form furnished by the Planning Division and the conditions of this CUP, with the deed of the property that is subject to this CUP.

**Documentation:** Recorded “Notice of Land Use Entitlement” form and conditions of this CUP.

**Timing:** The Permittee shall record the “Notice of Land use Entitlement” form and conditions of this CUP, prior to issuance of a Zoning Clearance use inauguration.

**Monitoring and Reporting:** The Permittee shall return a copy of the recorded “Notice of Land Use Entitlement” form and conditions of this CUP to Planning Division staff to be included in the Project file.

12. Financial Responsibility for Compliance Monitoring and Enforcement

- a. **Cost Responsibilities:** The Permittee shall bear the full costs of all County staff time, materials, and County-retained consultants associated with condition compliance review and monitoring, CEQA mitigation monitoring, other permit monitoring programs, and enforcement activities, actions, and processes conducted pursuant to the Ventura County Coastal Zoning Ordinance (§ 8183-5) related to this CUP. Such condition compliance review, monitoring and enforcement activities may include (but are not limited to): periodic site inspections; preparation, review, and approval of studies and reports; review of permit conditions and related records; enforcement hearings and processes; drafting and implementing compliance agreements; and attending to the modification, suspension, or revocation of permits. Costs will be billed at the rates set forth in the Planning Division or other applicable County Fee Schedule, and at the contract rates of County-retained consultants, in effect at the time the costs are incurred.

- b. Establishment of Revolving Compliance Account: Within 10 calendar days of the effective date of the final decision approving this CUP, the Permittee shall submit the following deposit and reimbursement agreement to the Planning Director:
- (1) A payment of \$500.00 for deposit into a revolving condition compliance and enforcement account to be used by the Planning Division to cover costs associated with condition compliance review, monitoring, and enforcement activities described in 12.a (above), and any duly-imposed civil administrative penalties regarding this. The Permittee shall replenish such account to the above-stated amount within 10 calendar days after receiving notice of the requirement to do so from the Resource Management Agency.
  - (2) An executed reimbursement agreement, in a form provided by the Planning Division, obligating the Permittee to pay all condition compliance review, monitoring, and enforcement costs, and any civil administrative penalties, subject to the Permittee's right to challenge all such charges and penalties prior to payment.
- c. Billing Process: The Permittee shall pay all Planning Division invoices within 30 days of receipt thereof. Failure to timely pay an invoice shall subject the Permittee to late fees and charges set forth in the Planning Division Fee Schedule, and shall be grounds for suspension, modification, or revocation of this CUP. The Permittee shall have the right to challenge any charge or penalty prior to payment.

13. Defense and Indemnification

- a. The Permittee shall defend, at the Permittee's sole expense with legal counsel acceptable to the County, against any and all claims, actions, or proceedings against the County, any other public agency with a governing body consisting of the members of the County Board of Supervisors, or any of their respective board members, officials, employees and agents (collectively, "Indemnified Parties") arising out of or in any way related to the County's issuance, administration, or enforcement of this CUP. The County shall promptly notify the Permittee of any such claim, action or proceeding and shall cooperate fully in the defense.
- b. The Permittee shall also indemnify and hold harmless the Indemnified Parties from and against any and all losses, damages, awards, fines, expenses, penalties, judgments, settlements, or liabilities of whatever nature, including but not limited to court costs and attorney fees (collectively, "Liabilities"), arising out of or in any way related to any claim, action or proceeding subject to subpart (a) above, regardless of how a court apportions any such Liabilities as between the Permittee, the County, and/or third parties.

- c. Except with respect to claims, actions, proceedings, and Liabilities resulting from an Indemnified Party's sole active negligence or intentional misconduct, the Permittee shall also indemnify, defend (at Permittee's sole expense with legal counsel acceptable to County), and hold harmless the Indemnified Parties from and against any and all claims, actions, proceedings, and Liabilities arising out of, or in any way related to, the construction, maintenance, land use, or operations conducted pursuant to this CUP, regardless of how a court apportions any such Liabilities as between the Permittee, the County, and/or third parties. The County shall promptly notify the Permittee of any such claim, action, or proceeding and shall cooperate fully in the defense.
- d. Neither the issuance of this CUP, nor compliance with the conditions hereof, shall relieve the Permittee from any responsibility otherwise imposed by law for damage to persons or property; nor shall the issuance of this CUP serve to impose any liability upon the Indemnified Parties for injury or damage to persons or property.

#### 14. Invalidation of Condition(s)

If any of the conditions or limitations of this CUP are held to be invalid in whole or in part by a court of competent jurisdiction, that holding shall not invalidate any of the remaining CUP conditions or limitations. In the event that any condition imposing a fee, exaction, dedication, or other mitigation measure is challenged by the Permittee in an action filed in a court of competent jurisdiction, or threatened to be filed therein, the Permittee shall be required to fully comply with this CUP, including without limitation, by remitting the fee, exaction, dedication, and/or by otherwise performing all mitigation measures being challenged. This CUP shall continue in full force unless, until, and only to the extent invalidated by a final, binding judgment issued in such action.

If a court of competent jurisdiction invalidates any condition in whole or in part, and the invalidation would change the findings and/or the mitigation measures associated with the approval of this CUP, at the discretion of the Planning Director, the Planning Director, may review the project and impose substitute feasible conditions/mitigation measures to adequately address the subject matter of the invalidated condition. The Planning Director shall make the determination of adequacy. If the Planning Director cannot identify substitute feasible conditions/mitigation measures to replace the invalidated condition and cannot identify overriding considerations for the significant impacts that are not mitigated to a level of insignificance as a result of the invalidation of the condition, then this CUP may be revoked.

#### 15. Consultant Review of Information and Consultant Work

The County and all other County permitting agencies for the Project have the option of referring any and all special studies that these conditions require to an independent and qualified consultant for review and evaluation of issues beyond the expertise or resources of County staff.

Prior to the County engaging any independent consultants or contractors pursuant to the conditions of this CUP, the County shall confer in writing with the Permittee regarding the necessary work to be contracted, as well as the estimated costs of such work. Whenever feasible, the County will use the lowest responsible bidder or proposer. Any decisions made by County staff in reliance on consultant or contractor work may be appealed pursuant to the appeal procedures contained in the Ventura County Zoning Ordinance Code then in effect.

The Permittee may hire private consultants to conduct work required by the County, but only if the consultant and the consultant's proposed scope-of-work are first reviewed and approved by the County. The County retains the right to hire its own consultants to evaluate any work that the Permittee or a contractor of the Permittee undertakes. In accordance with Condition No. 15 above, if the County hires a consultant to review any work undertaken by the Permittee, or hires a consultant to review the work undertaken by a contractor of the Permittee, the hiring of the consultant will be at the Permittee's expense.

#### 16. Relationship of CUP Conditions, Laws, and Other Entitlements

The Permittee shall implement the Project in compliance with all applicable requirements and enactments of federal, state, and local authorities. In the event of conflict between various requirements, the more restrictive requirements shall apply. In the event the Planning Director determines that any CUP condition contained herein is in conflict with any other CUP condition contained herein, when principles of law do not provide to the contrary, the CUP condition most protective of public health and safety and environmental resources shall prevail to the extent feasible.

No condition of this CUP for uses allowed by the Ventura County Ordinance Code shall be interpreted as permitting or requiring any violation of law, lawful rules, or regulations, or orders of an authorized governmental agency. Neither the approval of this CUP, nor compliance with the conditions of this CUP, shall relieve the Permittee from any responsibility otherwise imposed by law for damage to persons or property.

#### 17. Contact Person

**Purpose:** To designate a person responsible for responding to complaints.

**Requirement:** The Permittee shall designate a contact person(s) to respond to complaints from citizens and the County which are related to the permitted uses of this CUP. The designated contact person shall be available, via telecommunication, 24 hours a day.

**Documentation:** The Permittee shall provide the Planning Director with the contact information (e.g., name and/or position title, address, business and cell phone numbers,

and email addresses) of the Permittee's field agent who receives all orders, notices, and communications regarding matters of condition and code compliance at the Project site.

**Timing:** Prior to the issuance of a Zoning Clearance for use inauguration, the Permittee shall provide the Planning Division the contact information of the Permittee's field agent(s) for the Project file. If the address or phone number of the Permittee's field agent(s) should change, or the responsibility is assigned to another person, the Permittee shall provide Planning Division staff with the new information in writing within three calendar days of the change in the Permittee's field agent.

**Monitoring and Reporting:** The Planning Division maintains the contact information provided by the Permittee in the Project file. The Planning Division has the authority to periodically confirm the contact information consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

#### 18. Resolution of Complaints

The following process shall be used to resolve complaints related to the Project:

- i. The Permittee shall post the telephone number for the designated Contact Person as identified pursuant to Condition No. 17 in a visible location on the site. The Contact Person shall be available via telephone on a 24-hour basis. Persons with concerns about a use as it is occurring may directly contact the Contact Person;
- ii. If County staff receives a written complaint about the Project, Planning Division staff may contact the Permittee's Contact Person or the Permittee to request information regarding the alleged violation; and
- iii. If, following a complaint investigation by County staff, a violation of the Ventura County Code or a condition of this CUP is confirmed, County staff may initiate enforcement actions pursuant § 8183-5 of the Ventura County Coastal Zoning Ordinance.

#### 19. Reporting of Major Incidents

**Purpose:** To ensure that the Planning Director is notified of major incidents associated with, or resulting from, the Project.

**Requirement:** The Permittee shall immediately notify the Planning Director by telephone, email, FAX, and/or voicemail of any incidents (e.g., fires, explosions, spills, landslides, or slope failures) that could pose a hazard to life or property inside or outside the Project Site.

**Documentation:** Upon request of any County agency, the Permittee shall provide a written report of any incident that shall include, but is not limited to: a description of the

facts of the incident; the corrective measures used, if any; and the steps taken to prevent a recurrence of the incident.

**Timing:** The Permittee shall provide the written report to the requesting County agency and Planning Division within seven days of receiving the request.

**Monitoring and Reporting:** The Planning Division maintains any documentation provided by the Permittee related to major incidents in the Project file.

#### 20. Change of Permittee

**Purpose:** To ensure that the Planning Division is properly and promptly notified of any change of Permittee.

**Requirement:** The Permittee shall file, as an initial notice with the Planning Director, the new name(s), address(es), telephone/FAX number(s), and email addresses of the new owner(s), lessee(s), operator(s) of the permitted uses, and the company officer(s). The Permittee shall provide the Planning Director with a final notice once the transfer of ownership and/or operational control has occurred.

**Documentation:** The initial notice must be submitted with the new Permittee's contact information. The final notice of transfer must include the effective date and time of the transfer and a letter signed by the new Property Owner(s), lessee(s), and/or operator(s) of the permitted uses acknowledging and agreeing to comply with all conditions of this CUP.

**Timing:** The Permittee shall provide written notice to the Planning Director 10 calendar days prior to the change of ownership or change of Permittee. The Permittee shall provide the final notice to the Planning Director within 15 calendar days of the effective date of the transfer.

**Monitoring and Reporting:** The Planning Division maintains notices submitted by the Permittee in the Project file and has the authority to periodically confirm the information consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

#### 21. Landscaping and Screening

**Purpose:** To comply with the County's landscaping requirements.

**Requirement:** The Permittee shall retain a landscape architect to prepare a landscape plan that complies with the requirements of this condition and the Ventura County Coastal Zoning Ordinance § 8178-8, Ventura County Coastal Zoning Ordinance Appendices L1 through L7 and Exhibit 3 of the March 3, 2022 Planning Commission hearing (planting plan).

**Landscaping Objectives:** The Permittee must install and maintain landscaping that serves the following functions:

- Provides visual relief and visual integration. The Permittee must install landscaping that softens the building edges, breaks up the expanses of building facades or walls, blends structures with their surroundings.
- Ensures compatibility with community character. The Permittee must install landscaping that visually integrates the development with the character of the surrounding community.
- Compliance with the California Department of Water Resources Model Water Efficient Landscape Ordinance. The Permittee must install landscaping that complies with the requirements of the California Department of Water Resources' Model Water Efficient Landscape Ordinance, which is available on-line at: <http://www.water.ca.gov/wateruseefficiency/landscapeordinance/>.

**Landscaping Design:** The Permittee shall design all landscaping such that the landscaping requires minimal amounts of water and uses required water efficiently, in accordance with the water efficiency requirements of the "Ventura County Landscape Design Criteria" and the California Department of Water Resources Model Water Efficient Landscape Ordinance, and must achieve the following design objectives:

- a. Use Available Non-potable Sources of Water. The landscaping must involve the harvesting and/or use of alternative, non-potable sources of water, including stormwater, reclaimed water, and gray water, if available to the Project site.
- b. Protection of Solar Access. The Permittee must design the landscaping to avoid the introduction of vegetation that would now or in the future cast substantial shadow on existing solar collectors or photovoltaic cells or impair the function of a nearby building using passive solar heat collection.
- c. Create Viable Growing Environment. The landscape design must address the needs of the plants to ensure their health, long-term viability, and protection. Plantings along Panama Drive and Santa Monica Drive shall be native non-invasive plants that grow to no higher than 3 feet at maturity.
- e. Species Diversity. The landscape plan must integrate a variety of plant species, heights, colors, and textures, as appropriate given the size of the landscape.
- f. Crime Detering. The landscape design must deter crime by allowing unobstructed views of vulnerable doors and windows from the street and other properties, avoiding blind spots and hiding spaces, and creating pedestrian walkways that are safe.



- g. Use Native Non-invasive Plant Species.
- h. Installation of fire resistant plant material within 30 feet of all habitable structures.

**Documentation:** The Permittee shall submit three sets of a draft landscape plan to the Planning Division for review and approval. A California registered landscape architect (or other qualified individual as approved by the Planning Director) shall prepare the landscape plan, demonstrating compliance with the requirements set forth in this condition (above), in the Ventura County and Ventura County Coastal Zoning Ordinance. The landscape architect responsible for the work shall stamp the plan. After landscape installation, the Permittee shall submit to Planning Division staff a statement from the project landscape architect that the Permittee installed all landscaping as shown on the approved landscape plan. Prior to installation of the landscaping, the Permittee must obtain the Planning Director's approval of any changes to the landscape plans that affect the character or quantity of the plant material or irrigation system design.

**Timing:** The Permittee shall submit the landscape plan to the Planning Division for review and approval prior to issuance of a Zoning Clearance for construction. Landscaping installation and maintenance activities shall occur according to the timing requirements set forth in the "Ventura County Landscape Design Criteria" (§ F).

**Monitoring and Reporting:** Landscaping approval/installation verification, monitoring activities, and enforcement activities shall occur according to the procedures set forth in the § 8183-5 of the Ventura County Coastal Zoning Ordinance. The Planning Division maintains the landscape plans and statement by the landscape architect in the Project file and has the authority to conduct site inspections to ensure that the Permittee installs and maintains the landscaping in accordance with the approved plan consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

## 22. Lighting Plan

**Purpose:** To ensure lighting on the subject property is provided in compliance with §§ 8176-5.5 and 8176-4.12 of the Ventura County Coastal Zoning Ordinance and to ensure the following objectives are met – that lighting:

- a. avoids interference with reasonable use of adjoining properties;
- b. avoids conflict with landscape features;
- c. minimizes on-site and eliminates off-site glare;
- d. provides adequate on-site lighting for security;
- e. minimizes impacts to wildlife movement;
- f. minimizes energy consumption; and
- g. includes devices that are compatible with the design of the permitted facility.

**Requirement:** The Permittee shall submit two copies of a lighting plan to the Planning Division for review and approval prior to implementing such plan. The lighting plan must comply with the following:

- a. the lighting plan shall be prepared by an electrical engineer registered by the State of California;
- b. the lighting plan shall include a photometric plan and manufacturer's specifications for each exterior light fixture type (e.g., light standards, bollards, and wall mounted packs);
- c. the lighting plan shall provide illumination information for all exterior lighting such as parking areas, walkways/driveways, streetscapes, and open spaces proposed throughout the development;
- d. in order to minimize light and glare on the project property, all parking lot lighting, exterior structure light fixtures, and freestanding light standards must be a cut-off type, fully shielded, and downward directed, such that the lighting is projected downward onto the property and does not cast light on any adjacent property or roadway; and,
- e. light emanation shall be controlled so as not to produce excessive levels of glare or abnormal light levels directed at any neighboring uses. Lighting shall be kept to a minimum to maintain the normal night-time light levels in the area, but not inhibit adequate and safe working light levels.

The Permittee shall bear the total cost of the review and approval of the lighting plan. The Permittee shall install all exterior lighting in accordance with the approved lighting plan.

**Documentation:** The Permittee shall submit two copies of a lighting plan to the Planning Division for review and approval.

**Timing:** The Permittee shall obtain the Planning Division's approval of the lighting plan prior to the issuance of a Zoning Clearance for construction. The Permittee shall maintain the lighting as approved in the lighting plan for the life of the Project.

**Monitoring and Reporting:** The Planning Division maintains a stamped copy of the approved lighting plan in the Project file. The Permittee shall ensure that the lighting is installed according to the approved lighting plan prior to occupancy. The Building and Safety Inspector and Planning Division staff have the authority to ensure that the lighting plan is installed according to the approved lighting plan. Planning Division staff has the authority to conduct periodic site inspections to ensure ongoing compliance with this condition consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

### 23. Sign Plan

**Purpose:** To ensure signage on the property complies with § 8175-5.13 of the Ventura County Coastal Zoning Ordinance and Coastal Area Plan.

**Requirement:** The Permittee shall submit two copies of a sign plan to the Planning Division for review and approval prior to the issuance of a Zoning Clearance for construction. The sign plan shall include the proposed size, colors, materials, and lighting details. The Permittee shall bear the total cost of such review and approval. The Permittee also shall be responsible for obtaining a Zoning Clearance for any new or replacement sign to ensure that the signage for the Project continues to comply with the approved sign plan.

**Documentation:** A stamped copy of the approved sign plan.

**Timing:** The Permittee shall submit the sign plan to the Planning Division for review and approval prior to the issuance of a Zoning Clearance for construction.

**Monitoring and Reporting:** The Planning Division maintains a stamped copy of the approved sign plan in the Project file. The Planning Division has the authority to conduct periodic site inspections to ensure ongoing compliance with this condition consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

### 24. Availability of Parking Spaces

**Purpose:** To ensure compliance with § 8176-2 of the Ventura County Coastal Zoning Ordinance.

**Requirement:** The Permittee shall ensure that the required 15 motor vehicle parking spaces (including accessible spaces), 2 bicycle spaces and 1 loading space, remain continuously available for their intended parking use and not for any other unauthorized use. The Permittee shall maintain the required parking area as illustrated on the approved project plans (Exhibit 3 of the March 3, 2022 Planning Commission hearing), and also include the following requirements: (1) the curb east of parking space nos. 8 and 9 adjacent to Santa Monica Drive shall be painted red; (2) the onsite storage of items and the parking of vehicles is prohibited within the 40-foot sight clearance triangle, as depicted on the approved project plans; (3) fencing along Santa Monica Drive and Panama Drive shall be wrought iron; (4) installation of signage and pavement striping that restricts parking or storage in the 40-foot sight clearance triangle; and, (5) replace plantings along Panama Drive and Santa Monica Drive with native non-invasive plants that grow no higher than 3 feet at maturity. These maintenance requirements include, but are not limited to, the number of parking spaces, curbs, directional markings, accessible parking symbols, screening, sight distance, surfaces, signs, striping, lighting fixtures, landscaping, and trash and recyclables enclosures.

**Documentation:** A stamped copy of the approved site plan.

**Timing:** The Permittee shall install all components of the required parking area as indicated on the approved site plan prior to occupancy and shall maintain the required parking area as illustrated on the approved site plan for the life of the Project.

**Monitoring and Reporting:** The Planning Division maintains a stamped copy of the approved site plan provided by the Permittee in the Project file. The Building and Safety Inspector and Planning Division have the authority to inspect the site to ensure compliance with the approved site plan prior to occupancy. Planning Division staff has the authority to conduct periodic site inspections to ensure ongoing compliance with this condition consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

#### 25. Required Parking Design

**Purpose:** To ensure compliance with § § 8175-3.8.1, 8176-2.2, and 8175-4.10 of the Ventura County Coastal Zoning Ordinance.

**Requirement:** The Permittee shall implement the following parking design features onsite, as depicted on the project plans (Exhibit 3):

- (a) the curb on the eastern most section of Santa Monica Drive shall be painted red; and,
- (b) parking and storage of vehicles and materials onsite within the 40-foot sight clearance triangle is prohibited. Signage and pavement striping restricting parking and storage in this area shall be installed, as depicted on the project plans (Exhibit 3); and,
- (c) redesign the pilasters to wrought iron fencing
- (d) replace plantings along Panama Drive and Santa Monica Drive with native non-invasive plants that grow no higher than 3 feet at maturity.

**Documentation:** A stamped copy of the approved site plan.

**Timing:** The Permittee shall install all components of the required parking design as indicated on the approved site plan prior to occupancy and shall maintain the required parking design as illustrated on the approved site plan for the life of the Project.

**Monitoring and Reporting:** The Planning Division maintains a stamped copy of the approved site plan provided by the Permittee in the Project file. The Building and Safety Inspector and Planning Division have the authority to inspect the site to ensure compliance with the approved site plan prior to occupancy. Planning Division staff has the authority to conduct periodic site inspections to ensure ongoing compliance with this

condition consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

## 26. Construction Noise

**Purpose:** In order for this project to comply with the Ventura County General Plan Noise Policy HAZ-9.2 and the County of Ventura Construction Noise Threshold Criteria and Control Plan (Amended 2010).

**Requirement:** The Permittee shall limit construction activity for site preparation and development to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday, and from 9:00 a.m. to 7:00 p.m. Saturday, Sunday, and State holidays. Construction equipment maintenance shall be limited to the same hours. Non-noise generating construction activities such as interior painting are not subject to these restrictions.

**Documentation:** The Permittee shall post a sign stating these restrictions in a conspicuous location on the Project site, in order so that the sign is visible to the general public. The Permittee shall provide photo documentation showing posting of the required signage to the Planning Division, prior to the commencement of grading and construction activities. The sign must provide a telephone number of the site foreman, or other person who controls activities on the jobsite, for use for complaints from the public. The Permittee shall maintain a "Complaint Log," noting the date, time, complainant's name, complaint, and any corrective action taken, in the event that the Permittee receives noise complaints. The Permittee must submit the "Complaint Log" to the Planning Division upon the Planning Director's request.

**Timing:** The Permittee shall install the sign prior to the issuance of a building permit and throughout all grading and construction activities. The Permittee shall maintain the signage on-site until all grading and construction activities are complete. If the Planning Director requests the Permittee to submit the "Complaint Log" to the Planning Division, the Permittee shall submit the "Complaint Log" within one day of receiving the Planning Director's request.

**Monitoring and Reporting:** The Planning Division reviews, and maintains in the Project file, the photo documentation of the sign and the "Complaint Log." The Planning Division has the authority to conduct site inspections and take enforcement actions to ensure that the Permittee conducts grading and construction activities in compliance with this condition, consistent with the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

## 27. Graffiti

**Purpose:** In order to deter graffiti and vandalism on the project site.

**Requirement:** The Permittee shall submit a graffiti control plan ("the plan") for the Planning Director's review and approval. The plan must address the prevention of graffiti

by such means as landscaping materials, special surface finishes, misting/irrigation strategies, alarms, or other means that the Planning Director deems feasible. The plan must also include strategies which detail how graffiti will be removed within 48 hours of its discovery.

**Documentation:** The Permittee shall submit the plan to the Planning Division for review and approval.

**Timing:** The Permittee shall submit the plan to the Planning Division for review and approval prior to issuance of the Zoning Clearance for use inauguration. The Permittee shall implement the plan in accordance with the schedule noted in the plan and approved by the Planning Division.

**Monitoring and Reporting:** The Planning Division maintains a copy of the plan in the Project file. The Planning Division has the authority to ensure ongoing compliance with this condition pursuant to the requirements of § 8183-5 of the Ventura County Coastal Zoning Ordinance.

## **PUBLIC WORKS AGENCY (PWA)**

### **Development and Inspection Services Conditions**

#### **28. Grading Permit**

**Purpose:** In order to ensure the Permittee performs all grading in compliance with Appendix J of the Ventura County Building Code.

**Requirement:** The Permittee shall submit a grading plan showing existing and proposed elevations to the Public Works Agency's Development and Inspection Services Division for review and approval. A removal and recompaction grading permit appears necessary from the Soils Report and a grading permit is required. A State licensed civil engineer should prepare and submit the grading plans, geotechnical and hydrology reports as necessary, to Development and Inspection Services Division for review and approval. The Permittee must post sufficient surety in order to ensure proper completion of the proposed grading.

**Documentation:** If a grading permit is required, all materials detailed on Public Works Agency Grading Permit Submittal Checklist, must be submitted to Development and Inspection Services Division for review and approval.

**Timing:** All applicable documentation, as specified above, must be submitted for review prior to recordation of the subdivision and issuance of a zoning clearance for construction.

**Monitoring and Reporting:** Public Works Agency engineers will review grading plans and reports for compliance with Ventura County codes, ordinances and standards, as

well as state and federal laws. Public Works Agency inspectors will monitor the proposed grading to verify that the work is done in compliance with the approved plans and reports.

### **Integrated Waste Management Division (IWMD) Conditions**

#### **29. Waste Diversion & Recycling Requirement**

**Purpose:** To ensure the project complies with Ventura County Ordinance Code (VCOC) VCOC Division 4, Chapter 7, Article 3 pertains to the diversion of recyclable materials generated by this project (e.g., paper, cardboard, wood, metal, green waste, soil, concrete, plastic containers, beverage containers) from local landfills through recycling, reuse, or salvage.

**Requirement:** VCOC Division 4, Chapter 7, Article 3 requires the Permittee to work with a County franchised solid waste hauler who will determine the level of service required to divert recyclables generated by their project from local landfills. For a complete list of County franchised solid waste haulers, go to:

<https://www.vcpublicworks.org/wsd/iwmd/businessrecycling/#Collectors-RatesAgreements>

**Documentation:** The Permittee must maintain copies of bi-monthly solid waste billing statements for a minimum of one year. The address on the billing statement must match the address of the permitted business. **Timing:** Upon request, the Permittee must provide the IWMD with a copy of a current solid waste billing statement to verify compliance with this condition.

**Monitoring and Reporting:** Upon request, the Permittee shall allow IWMD staff to perform a free, on-site, waste audit to verify recyclable materials generated by their business are being diverted from the landfill.

#### **30. Construction & Demolition Debris Recycling Plan (Form B)**

**Purpose:** VCOC Division 4, Chapter 7, Article 3 requires the Permittee to divert recyclable construction and demolition (C&D) materials generated by the Project (e.g., wood, metal, greenwaste, soil, concrete, asphalt, paper, cardboard, etc.) from local landfills through recycling, reuse, or salvage.

**Requirement:** The Permittee must submit a comprehensive recycling plan (Form B – Recycling Plan) to the IWMD for any proposed construction and/or demolition projects that require a building permit. **Documentation:** The Form B – Recycling Plan must ensure a minimum of 65 percent of the recyclable C&D debris generated by the Project will be diverted from the landfill by recycling, reuse, or salvage. A copy of Form B is available at: <https://www.vcpublicworks.org/wsd/iwmd/construction/#Debris-Management>

A comprehensive list of permitted recyclers, County franchised haulers, and solid waste & recycling facilities in Ventura County is available at:

<https://www.vcpbublicworks.org/wsd/iwmd/businessrecycling/#Collectors-RatesAgreements>

A list of local facilities permitted to recycle soil, wood, and greenwaste is available at:

<https://www.vcpbublicworks.org/wsd/iwmd/construction/#solid-waste-collectors>

**Timing:** Upon Building and Safety Division’s issuance of a building permit for the project, the Permittee must submit a Form B – Recycling Plan to the IWMD for approval. **Monitoring & Reporting:** The Permittee is required to keep a copy of their approved Form B – Recycling Plan until Building and Safety Division’s issuance of final permit.

### 31. Construction & Demolition Debris Reporting Form (Form C)

**Purpose:** VCOC Division 4, Chapter 7, Article 3 requires the Permittee to divert recyclable construction and demolition (C&D) materials generated by their Project (e.g., wood, metal, greenwaste, soil, concrete, paper, cardboard, plastic containers, etc.) from local landfills through recycling, reuse, or salvage.

**Requirement:** The Permittee must submit a Form C – Reporting Form to the IWMD for approval prior to issuance of their final Building and Safety Division permit. Form C is available at

<https://www.vcpbublicworks.org/wsd/iwmd/construction/#Debris-Management>

**Documentation:** The Permittee must submit original recycling facility receipts and/or documentation of reuse with their Form C – Reporting Form to verify a minimum of 65% of the recyclable C&D debris generated by their project was diverted from the landfill.

**Timing:** A completed Form C – Reporting Form, with required recycling facility receipts and/or documentation or reuse, must be submitted to the IWMD for approval at the time of Building and Safety Division’s issuance of final permit.

**Monitoring & Reporting:** The Permittee is required to keep a copy of their approved Form C – Reporting Form until Building and Safety Division’s issuance of final permit.

## **Roads and Transportation Department (VCPWA-RT) Conditions**

### 32. Traffic Impact Mitigation Fee

**Purpose:** To address the cumulative adverse impacts of traffic on the Regional Road Network, Ventura County General Plan Goals, Policies, and Programs Section 4.2.2-6 and Ventura County Ordinance Code, Division 8, Chapter 6 require that the VCPWA-RT collect a Traffic Impact Mitigation Fee (TIMF).

**Requirement:** The Permittee shall pay the VCPWA-RT a TIMF. The trip generation rate and TIMF are calculated based on the Permittee’s information. Because CIBCSD existed



prior to 1994, the inauguration of the TIMF program, if the Permittee can provide documentation of the use and trips prior to 1994 the calculated TIMF may be reduced. The Permittee may choose to submit additional information or provide a Traffic Study to supplement the information currently provided to establish the trip generation rate. The TIMF may be adjusted for inflation at the time of deposit in accordance with the latest version of the Engineering News Record Construction Cost Index. Based on the Permittee's information, the TIMF due to the County of Ventura is: \$4,077.92 = 56 ADT x \$72.82/ ADT.

Total ADT: 56 ADT = 46 ADT + 10 ADT

Office Space – 2,842 sq. ft.

46 ADT = 16.19 ADT x 2.842 (1,000 sq. ft.)

Operation Building – 900 sq. ft.

9 ADT = 10.22 ADT x 0.900 (1,000 sq. ft.)

**Documentation:** The Permittee shall either come to the VCPWA-RT counter or contact the VCPWA-RT Permits Section by phone at (805) 654-2055 or e-mail at pwa.transpermits@ventura.org, fill out the TIMF form, and pay the TIMF. The Permittee shall provide a copy of the Conditions of Approval for the project. The fee will not be collected without sufficient documentation.

**Timing:** This condition shall be met prior to the issuance of Zoning Clearance for construction.

**Monitoring and Reporting:** The VCPWA-RT will review and approve the payment of the TIMF.

### 33. Driveway Access

**Purpose:** Driveway access shall be in accordance with the County Road Standards, the Driveways and Curb Cuts Brochure, and the County's Access Policies.

**Requirement:** The Permittee shall obtain an Encroachment Permit (EP) from VCPWA-RT Permits Section. Contact the VCPWA-RT Permits Section, by phone at (805) 654-2055 or by e-mail at pwa.transpermits@ventura.org, for the requirements of the EP. The EP form is available on the internet. Improvement plans and supporting documentation shall be provided to the Permits Section. The Permittee shall provide calculations showing that there is adequate sight distance on both sides of the driveway. The driveway shall be constructed per County Road Standard Plate E-2a (Commercial Driveway) and E-2b, or as modified and approved by the VCPWA-RT's Permit Engineer.

**Documentation:** The VCPWA-RT will review the improvement plans and supporting documentation.

**Timing:** This condition shall be met prior to the issuance of the Building Permit.

**Monitoring and Reporting:** The VCPWA-RT will review the improvement plans and the VCPWA-RT Inspectors will monitor construction and verify that the work is performed, and completed, in accordance with the EP.

#### 34. Road Improvements

**Purpose:** Road improvements shall be required when the existing road and infrastructure does not meet the current applicable County Road Standard Plate.

**Requirement:** Road improvements are required in accordance with the County Road Standards. The Permittee is proposing new parking stalls and a new driveway along Santa Monica Drive. The current County Road Standards require that for all sidewalks crossing a driveway, the thickness of the sidewalk must be at least 6-inch thick (Plate E-1 number 1.2 Design).

- a. The Permittee shall submit road improvement plans for improvements along the parcel's frontage along Santa Monica Drive and in accordance with Road Standard Plate E-1 or as modified by the VCPWA-RT Permit Engineer, including sidewalk improvements of 6-inch minimum thick concrete, prepared by a Registered Civil Engineer, to the VCPWA-RT Permits Section for review and approval.
- b. The Permittee shall obtain an Encroachment Permit (EP) from the VCPWA-RT Permits Section. Contact the VCPWA-RT Permits Section, by phone at (805) 654-2055 or by e-mail at [pwa.transpermits@ventura.org](mailto:pwa.transpermits@ventura.org), for the requirements of the EP. The EP form is available on the internet.

**Documentation:** The VCPWA-RT will review the improvement plans, supporting documentation, and final sign off on the completion of the improvements.

**Timing:** This condition shall be met prior to the issuance of the Building Permit.

**Monitoring and Reporting:** The VCPWA-RT will review the improvement plans and the VCPWA-RT Inspectors will monitor construction and verify that the work is performed, and completed, in accordance with the EP.

#### 35. Encroachment Permit

**Purpose:** The current right-of-way width on Santa Monica Drive is 40 feet wide along the front of this parcel. After the dedication of right-of-way from this project the right-of-way width on Santa Monica Drive will be 44.5 feet wide along the front of this parcel. The

current right-of-way width on Panama Drive is 22.78 feet wide along the front of this parcel. After the dedication of right-of-way from this project the right-of-way width on Panama Drive will be about 29 feet wide along the front of this parcel. An Encroachment Permit (EP) is required for any work conducted within the County road right-of-way, for example but not limited to, driveways, road improvements, utility installation, planter walls, and landscaping and any construction related storage in the County road right-of-way.

**Requirement:** The Permittee shall contact the Permits Division at (805) 654-2055 for requirements of the permit. An EP is required for any work and construction related storage conducted within the County right-of-way. Contact the VCPWA-RT Permits Section, by phone at (805) 654-2055 or by e-mail at [pwa.transpermits@ventura.org](mailto:pwa.transpermits@ventura.org), for the requirements of the EP. The application shall be submitted to the VCPWA-RT.

**Documentation:** The application shall be submitted to the VCPWA-RT. When applying for the permit, the Permittee shall provide sufficient documentation, including, but not limited to, a (1) Resource Management Agency (RMA) Project Number (for discretionary projects), (2) a copy of the Roads & Transportation Department Conditions of Approval, (3) a sketch or map showing the work to be accomplished, project, project parcel, Assessor Parcel Number (APN), address and street name. Permit applications without sufficient documentation for processing may not be accepted for processing.

**Timing:** This condition shall be met prior to the issuance of the Zoning Clearance for construction.

**Monitoring and Reporting:** The VCPWA-RT will review the application and supporting documentation. The VCPWA-RT Inspectors will monitor construction and verify that the work is performed, and completed, in accordance with the EP.

### **Watershed Protection District (WPD) Conditions**

#### **Advanced Planning Section**

##### 36. **Floodplain Clearance**

**Purpose:** To comply with the Ventura County Floodplain Management Ordinance and Ventura County General Plan policies HAZ-2.1, HAZ-2.2, HAZ-2.3 and HAZ-2.5.

**Requirement:** The Permittee shall obtain a Flood Zone Clearance from the Ventura County Public Works Agency Floodplain Manager.

**Documentation:** A Flood Zone Clearance issued by the Public Works Agency Floodplain Manager.

**Timing:** The Flood Zone Clearance shall be obtained by the Permittee prior to obtaining a building permit.

**Monitoring and Reporting:** A copy of the approved Flood Zone Clearance shall be provided to the Building and Safety Department as well as maintained in the case file by the Public Works Agency.

### County Stormwater Program Section

#### 37. Compliance with Post Construction Stormwater Management Plan

**Purpose:** To ensure compliance with the Los Angeles Regional Water Quality Control Board NPDES Municipal Stormwater Permit No. CAS004002 (Permit), the proposed project will be subject to the post construction requirements for surface water quality and stormwater runoff. In accordance with Part 4.E., “Planning and Land Development Program” of the Permit, the application must include performance criteria defined in Section III, Part 4.E of the Permit and the Ventura County Technical Guidance Manual (TGM) for Stormwater Quality Control Measures July 2011.

**Requirement:** The proposed project shall meet performance criteria defined in Section III of Part 4.E of the Permit and the TGM.

**Documentation:** The Permittee shall submit the following items to the Watershed Protection District County Stormwater Program Section (CSP) for review and approval:

- i. A complete site plan prepared and stamped by a California licensed civil engineer or land surveyor that accurately delineates the location of the proposed project, existing and proposed impervious surfaces, storm drain system elements, general drainage pattern, and proposed site specific Post Construction Stormwater Management Plan (PCSMP). A drawing detail prepared and stamped by a California licensed civil engineer or architect verifying that the installation of the PCSMP will meet performance criteria defined in Section III of the Part 4.E of the Permit and the TGM.
- ii. Drainage Study or Hydrology Report prepared and stamped by a California licensed civil engineer including applicable calculations of stormwater quality design flow and volume to meet TGM requirements.

**Timing:** The above listed items shall be submitted to the CSP for review and approval prior to issuance of zoning clearance for construction.

**Monitoring and Reporting:** CSP staff will review the submitted materials for consistency with the Permit and TGM. Building Inspectors will conduct inspections during construction to ensure that the installation is consistent with the approved plans. CSP staff will conduct a final inspection to verify that post construction stormwater management controls were installed in compliance with PCSMP and other applicable standards, specifications, and

regulations prior to approving and/or signing off for occupancy and issuing the Certificate of Occupancy for the proposed project.

38. Post Construction Stormwater Management Plan (PCSMP) Management Plan and Agreement

**Purpose:** To ensure compliance with the Los Angeles Regional Water Quality Control Board NPDES Municipal Stormwater Permit No. CAS004002 (Permit) Part 4.E., “Planning and Land Development Program” and the Ventura County Technical Guidance Manual for Stormwater Quality Control Measures July 2011 (TGM).

**Requirement:** The Permittee shall provide a Maintenance Plan and annual verification of ongoing maintenance provisions for the required Post Construction Stormwater Management Plan (PCSMP) controls in accordance with Permit Part 4.E., “Planning and Land Development Program” and TGM.

**Documentation:** The Permittee shall submit the following items to the Watershed Protection District – County Stormwater Program Section (CSP) for review and approval:

- i. Maintenance Plan (Exhibit “C” of the County’s “Covenant for Maintenance of Post Construction Stormwater Management Control System” form available at <https://www.onestoppermits.vcrma.org/departments/stormwater-program> ) for proposed PCSMP shall be prepared in accordance with Section 7 and Appendix I of the TGM. The plan shall include but is not limited to the following:
  - (1) the location of each PCSMP control device;
  - (2) the maintenance processes and procedures necessary to provide for continued operation and optimum performance;
  - (3) a timeline for all maintenance activities; and
  - (4) any technical information that may be applicable to ensure the proper functionality of each PCSMP control device.
- ii. Maintenance Agreement (County’s “Covenant for Maintenance of Post Construction Stormwater Management Control System” form is available at <https://www.onestoppermits.vcrma.org/departments/stormwater-program> ) signed by the Property Owner including a signed statement accepting responsibility for maintenance for the PCSMP. The statement must include written verification that all PCSMP will be properly maintained. At a minimum, this statement shall include the following:
  - (1) written conditions in the sales or lease agreement, which require the Property Owner or tenant to assume responsibility for PCSMP maintenance and annual maintenance inspection;
  - (2) written text in project covenants, conditions and restrictions (“CCRs”) to the Home Owners Association; or

- (3) any other legally enforceable agreement or mechanism that assigns PCSMP maintenance responsibility.
- iii. Completed and signed Annual Maintenance Verification Report (Exhibit “D” of the County’s “Covenant for Maintenance of Post Construction Stormwater Management Control System” form available in the Surface Water Quality Section tab at <https://www.onestoppermits.vcrma.org/departments/stormwater-program>)

**Timing:** The Maintenance Plan and Maintenance Agreement (i and ii) shall be submitted to the CSP for review and approval prior to issuance of Zoning Clearance for Construction. In addition, the Annual Maintenance Verification Report (iii) shall be submitted to CSP annually prior to September 15th each year after sign off for occupancy and issuing the Certificate of Occupancy.

**Monitoring and Reporting:** CSP staff will review the submitted materials for consistency with the Permit and TGM. Maintenance Plan shall be kept on site for periodic review by CSP staff

#### 39. Compliance with Stormwater Development Construction Program

**Purpose:** To ensure compliance with the Los Angeles Regional Water Quality Control Board NPDES Municipal Stormwater Permit No. CAS004002 (Permit), the proposed project will be subject to the construction requirements for surface water quality and storm water runoff in accordance with Part 4.F., “Development Construction Program” of the Permit.

**Requirement:** The construction of the proposed project shall meet requirements contained in Part 4.F. “Development Construction Program” of the Permit through the inclusion of effective implementation of the Construction Best Management Practices (BMPs) during all ground disturbing activities.

**Documentation:** The Permittee shall submit to the CSP for review and approval a completed and signed SW 1 form (Best Management Practices for Construction Less Than One Acre), which can be found at <https://www.onestoppermits.vcrma.org/departments/stormwater-program>

**Timing:** The above listed item shall be submitted to the CSP for review and approval prior to issuance of a Zoning Clearance for construction.

**Monitoring and Reporting:** CSP will review the submitted materials for consistency with the Permit. Building Permit Inspectors will conduct inspections during construction to ensure effective installation of the required BMPs.

#### **OTHER VENTURA COUNTY AGENCIES**

## **Ventura County Air Pollution Control District (APCD) Conditions**

### 40. Fugitive Dust

**Purpose:** To ensure that fugitive dust and particulate matter that may result from site preparation and grading activities are minimized to the greatest extent feasible.

**Requirement:** The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), and Rule 55 (Fugitive Dust).

**Documentation:** The project Permittee shall ensure compliance with the following provisions:

- I. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust;
- II. Pre grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavation operations. Application of water should penetrate sufficiently to minimize fugitive dust during grading activities;
- III. All trucks shall cover their loads as required by California Vehicle Code §23114.
- IV. Fugitive dust throughout the construction site shall be controlled by the use of a watering truck or equivalent means (except during and immediately after rainfall). Water shall be applied to all unpaved roads, unpaved parking areas or staging areas, and active portions of the construction site. Environmentally safe dust control agents may be used in lieu of watering.
- V. Graded and/or excavated inactive areas of the construction site shall be monitored at least weekly for dust stabilization. Soil stabilization methods, such as water and roll compaction, and environmentally safe dust control materials, shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area, the area should be hydro seeded and watered until growth is evident, or periodically treated with environmentally safe dust suppressants, to prevent excessive fugitive dust.
- VI. Signs shall be posted onsite limiting traffic to 15 miles per hour or less.
- VII. All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., wind speed sufficient to cause fugitive dust to be a nuisance or hazard to adjacent properties). During periods of high winds, all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust created by onsite activities and operations from being a nuisance or hazard, either offsite or onsite.

- VIII. Personnel involved in grading operations, including contractors and subcontractors, should be advised to wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.
- IX. Signs displaying the APCD Complaint Line Telephone Number (805) 654 2797 for public complaints shall be posted in a prominent location onsite but clearly visible to the public off the site.
- X. Unpaved parking areas should be covered with gravel to minimize fugitive dust.

**Timing:** Throughout the grading phases of the project.

**Reporting and Monitoring:** Dust control is a standard condition on all Grading Permits issued by Public Works Agency and grading inspector shall perform periodic site inspections throughout the grading period. Monitoring and Enforcement of dust related provisions for grading operation shall also be conducted by APCD staff and is complaint driven.

#### 41. Construction Equipment

**Purpose:** In order to ensure that ozone precursor and particulate emissions from diesel powered mobile construction equipment are reduced to the greatest amount feasible.

**Requirement:** The Permittee shall comply with the provisions of all applicable California laws and APCD Rules and Regulations regarding portable construction equipment and construction vehicles.

**Documentation:** The project Permittee shall ensure compliance with the following State laws and APCD requirements:

- I. Construction equipment shall not have visible emissions greater than 20% opacity, as required by APCD Rule 50, Opacity.
- II. All portable diesel powered equipment over 50 BHP shall be registered with the State's Portable Equipment Registration Program (PERP) or an APCD Portable Permit.
- III. Off-road heavy duty trucks shall comply with the California State Regulation for in-use off-road diesel vehicles (Title 13, CCR § 2449), the purpose of which is to reduce NOx and diesel particulate matter exhaust emissions.
- IV. On-road heavy duty trucks shall comply with the California State Regulation for in-use on-road diesel vehicles (Title 13, CCR §2025), the purpose of which is to reduce NOx and diesel particulate matter exhaust emissions.



- V. All commercial on-road and off-road diesel vehicles are subject to the idling limits of Title 13, CCR §§ 2485 and 2449(d)(3), respectively. Construction equipment shall not idle for more than five (5) consecutive minutes. The idling limit does not apply to: (1) idling when queuing; (2) idling to verify that the vehicle is in safe operating condition; (3) idling for testing, servicing, repairing or diagnostic purposes; (4) idling necessary to accomplish work for which the vehicle was designed (such as operating a crane); (5) idling required to bring the machine system to operating temperature, and (6) idling necessary to ensure safe operation of the vehicle. It is the Permittee's responsibility to have a written idling policy that is made available to operators of the vehicles and equipment and informs them that idling is limited to five (5) consecutive minutes or less.

The following are recommended measures for construction equipment and vehicles:

- I. Diesel powered equipment should be replaced by electric equipment whenever feasible.
- II. Maintain equipment engines in good condition and in proper tune as per manufacturer's specifications.
- III. Lengthen the construction period during smog season (May through October), to minimize the number of vehicles and equipment operating at the same time.
- IV. Use alternatively fueled construction equipment, such as compressed natural gas (CNG), liquefied natural gas (LNG), or electric, if feasible.

**Timing:** Throughout the construction phases of the project.

**Reporting and Monitoring:** Reporting of compliance with required state laws regarding diesel vehicles is conducted via annual fleet mix reporting, phasing out of older tier equipment, and routine surveillance and audits by APCD inspectors. The applicable recommended measures shall be included in the construction plan submitted to Building and Safety and County building/grading inspector shall perform periodic site inspections throughout the construction period. Monitoring and enforcement of dust related construction activities shall be conducted by APCD staff and is complaint driven.

#### 42. Nuisance

**Purpose:** To ensure that discharge of air contaminants that may result from site construction operations are minimized to the greatest extent feasible.

**Requirement:** Construction shall be operated in accordance with the Rules and Regulations of the Ventura County Air Pollution Control District, with emphasis on Rule 51, Nuisance.

**Documentation:** The Permittee shall ensure compliance with the following provision on the premises of the proposed project subject of this CUP:

A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance or annoyance to any considerable number of persons or to the public or which endangers the comfort, repose, health or safety of any such persons or the public or which cause or have a natural tendency to cause injury or damage to business or property.

**Timing:** Throughout the phases of construction.

**Reporting and Monitoring:** Monitoring and enforcement of the Nuisance Rule shall be conducted by APCD staff during compliance inspections and on a complaint basis.

43. Demolition Activities

**Purpose:** To ensure that the owner or operator of a facility shall remove all asbestos containing material from a facility being demolished.

**Requirement:** Project demolition activities shall be operated in accordance with the Rules and Regulations of the Ventura County Air Pollution Control District, with emphasis on Rule 62.7, Asbestos – Demolition and Renovation.

**Documentation:** The Permittee shall submit an AB 3205 Form to APCD for approval. In addition, the Permittee shall notify APCD 10 business days prior to the abatement commencement, if applicable, by submitting a Notification of Demolition or Renovation Form. Demolition and/or renovation activities shall be conducted in compliance with APCD Rule 62.7, Asbestos – Demolition and Renovation.

**Timing:** Prior to issuance of a demolition permit(s) by Building & Safety or the applicable jurisdiction agency.

**Reporting and Monitoring:** AB 3205 form must be submitted to and approved by APCD. Building & Safety has this form in their checklist of required items to submit prior to issuance of a demolition permit. The Notification of Demolition or Renovation Form must be submitted to APCD. Enforcement of notification requirements for both forms and compliance with the VCAPCD Asbestos Rule will be enforced by VCAPCD Asbestos Inspectors or on a complaint basis.

**Ventura County Fire Protection District (VCFPD) Conditions**

44. Address Numbers (Commercial, Industrial, Multi Family Buildings)

**Purpose:** To ensure proper premise identification to expedite emergency response.

**Requirement:** The Permittee shall install a minimum of 10 inch (10”) address numbers that are a contrasting color to the background and readily visible at night. Brass or gold

plated numbers shall not be used. Where structures are setback more than 150 feet (150') from the street, larger numbers will be required so that they are distinguishable from the street. In the event the structure(s) is not visible from the street, the address number(s) shall be posted adjacent to the driveway entrance on an elevated post. Individual unit numbers shall be a minimum of 4 inches (4") in height and shall be posted at the front and rear entrance to each unit. Additional address directional signs may be required at common building entrances and stairways.

**Documentation:** A stamped copy of an approved addressing plan or a signed copy of the Ventura County Fire Protection District's Form #126 "Requirements for Construction".

**Timing:** The Permittee shall install address numbers before final occupancy.

**Monitoring and Reporting:** A copy of the approved addressing plan and/or signed copy of the VCFPD Form #126 "Requirements for Construction" shall be kept on file with the VCFPD. The VCFPD shall conduct a final inspection to ensure that all structures are addressed according to the approved plans/form.

#### 45. Construction Access

**Purpose:** To ensure that adequate fire department access is provided during construction in conformance with current California state law and the Ventura County Fire Protection District Ordinance.

**Requirement:** The Permittee shall install all utilities located within the access road(s) and a paved all weather access road/driveway suitable for use by a 20 ton fire apparatus. The access road(s)/driveway(s) shall be maintained with a minimum 20 foot clear width at all times.

**Documentation:** A stamped copy of the construction access plan.

**Timing:** The Permittee shall submit plans to the VCFPD for approval before the issuance of building permits. All required access installed before start of construction.

**Monitoring and Reporting:** A copy of the approved access plan shall be kept on file with the VCFPD. The VCFPD shall conduct periodic on site inspections to ensure that all required fire department access is maintained during construction. Unless a modification is approved by the VCFPD, the Permittee, and their successors in interest, shall maintain all required fire access during construction.

#### 46. Fire Flow

**Purpose:** To ensure that adequate water supply is available to the project for firefighting purposes.

**Requirement:** The Permittee shall verify that the water purveyor can provide the required volume and duration at the project. The minimum required fire flow shall be determined as specified by the current adopted edition of the Ventura County Fire Protection District Ordinance and the applicable Water Manual for the jurisdiction (whichever is more restrictive). Given the present plans and information, the required fire flow is approximately 1000 gallons per minute at 20 psi for a minimum 2 hour duration. A minimum flow of 1000 gallons per minute shall be provided from any one hydrant.

**Documentation:** A signed copy of the water purveyor's fire flow certification.

**Timing:** The Permittee shall submit a signed copy of the water purveyor's certification to the VCFPD for approval before the issuance of building permits.

**Monitoring and Reporting:** A copy of the fire flow certification shall be kept on file with the VCFPD.

#### 47. Fire Sprinklers

**Purpose:** To comply with current California law and Ventura County Fire Protection District Ordinance

**Requirement:** The Permittee shall be responsible to have an automatic fire sprinkler system installed in all structures as required by the VCFPD. The fire sprinkler system shall be designed and installed by a properly licensed contractor under California law.

**Documentation:** A stamped copy of the approved fire sprinkler plans.

**Timing:** The Permittee shall submit fire sprinkler plans to the VCFPD for approval before the installation of the fire sprinkler system.

**Monitoring and Reporting:** A copy of the approved fire sprinkler plans shall be kept on file with the VCFPD. The VCFPD shall conduct on-site inspections to ensure that the fire sprinkler system is installed according to the approved plans. Unless a modification is approved by the VCFPD, the Permittee, and their successors in interest, shall maintain the fire sprinkler system for the life of the development.

#### 48. Fire Alarm

**Purpose:** To comply with current California law and Ventura County Fire Protection District Ordinance

**Requirement:** The Permittee shall be responsible to have a fire alarm system installed in all structures. The fire alarm system shall be designed and installed by a properly licensed contractor under California law.

**Documentation:** A stamped copy of the approved fire alarm plans.

**Timing:** The Permittee shall submit fire alarm plans to the VCFPD for approval before the installation of the fire alarm system.

**Monitoring and Reporting:** A copy of the approved fire alarm plans shall be kept on file with the VCFPD. The VCFPD shall conduct on-site inspections to ensure that the fire alarm system is installed according to the approved plans. Unless a modification is approved by the VCFPD, the Permittee, and their successors in interest, shall maintain the fire alarm system for the life of the development.

#### 49. Trash Dumpster Locations

**Purpose:** To ensure adequate exposure protection is provided for surround structures.

**Requirement:** The Permittee shall ensure that commercial trash dumpsters and containers with an individual capacity of 1.5 cubic yards or greater shall not be stored or placed within 5 feet of building openings, building combustible walls, or combustible roof eave lines unless protected by approved automatic fire sprinklers.

**Documentation:** A stamped copy of the approved site plan indicating commercial trash dumpster and container locations.

**Timing:** The Permittee shall submit site plans indicating all commercial trash dumpster and container locations to the VCFPD for approval before the issuance of building permits.

**Monitoring and Reporting:** A copy of the approved site plan shall be kept on file with the VCFPD. The VCFPD shall conduct a final inspection to ensure that the commercial trash dumpster and containers are installed according to the approved site plan. Unless a modification is approved by the VCFPD, the Permittee, and their successors in interest, shall maintain the approved locations for the life of the development.

#### 50. Fire Department Clearance

**Purpose:** To provide the Permittee a list of all applicable VCFPD requirements for their project.

**Requirement:** The Permittee shall obtain VCFPD Form #126 "Requirements for Construction" for any new structures or additions to existing structures before issuance of building permits.

**Documentation:** A signed copy of VCFPD Form #126 "Requirements for Construction."

**Timing:** The Permittee shall submit VCFPD Form #126 Application to the VCFPD for approval before issuance of building permits.

**Monitoring and Reporting:** A copy of the completed VCFPD Form #126 shall be kept on file with the VCFPD. The VCFPD will conduct a final onsite inspection of the project to ensure compliance with all conditions and applicable codes / ordinances.

### **Conditional Voluntary Merger**

#### **51. Conditional Voluntary Merger – Prepayment of Real Property Taxes**

**Purpose:** To impose conditions on the voluntary merger that must be met prior to the recordation of the voluntary merger documents pursuant to Section 8210-4 of the Ventura County Subdivision Ordinance.

**Requirement:** The Permittee shall prepay all real property taxes owed for the subject properties prior to the recordation of the voluntary merger.

**Document:** The Permittee shall submit a Certification of Tax Status for Lot Line Adjustments and Voluntary Mergers to the Planning Division demonstrating prepayment of all real property taxes due for the subject properties.

**Timing:** The Permittee shall provide the Planning Division with proof of prepayment of all real property taxes prior to the issuance of a Zoning Clearance for use inauguration and, in any event, no more than one year after a letter of conditional approval is sent notifying the Permittee of the conditions to be fulfilled prior to recordation of the voluntary merger, unless the Permittee obtains a written extension from the Planning Division pursuant to Section 8210-4.1 of the Ventura County Subdivision Ordinance.

**Monitoring and Reporting:** The Planning Division maintains a copy of the proof of prepayment of property taxes and recorded voluntary merger documents in the Project file.

#### **52. Conditional Voluntary Merger – County Surveyor Requirements**

**Purpose:** To comply with Sections 8310-1.1.2(b) and 8210-3 of the Ventura County Subdivision Ordinance for approval of a voluntary merger.

**Requirement:** The Permittee shall obtain the approval of the Ventura County Surveyor that the documents required to effectuate the voluntary merger are technically correct, including the deeds, legal description, and sketch map; that the lot description accurately represents the exterior boundaries of the resulting merged lot; and that the deed(s) submitted to the Ventura County Surveyor to effectuate the merger contain an express statement of the grantor(s), pursuant to section 1093 of the Civil Code, that the intent of the grantor(s) and the purpose of the deed(s) is to merge all of the property described in the deed(s) into a single lot.

**Documentation:** Upon receipt of approval by the Ventura County Surveyor of the above requirements, the Permittee shall provide to the Planning Division the following documents:

1. An up-to-date preliminary title report;

2. The voluntary merger documents approved by the County Surveyor (e.g., legal description and sketch); and,
3. All deeds prepared for recordation as approved by the County Surveyor pursuant to Section 8210-1.1(a)(7) of the Ventura County Subdivision Ordinance.

**Timing:** The Permittee shall provide the Planning Division with the preliminary title report, voluntary merger documents and deeds as described above prior to the issuance of a Zoning Clearance for use inauguration.

**Monitoring and Reporting:** The Planning Division maintains a copy of the preliminary title report, voluntary merger documents and deeds as described above in the Project file.

DRAFT



Board of Directors:

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

PETER MARTINEZ  
General Manager

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**Regular Board Meeting, April 12, 2022**

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Solid Waste Hauling Contract  
**Item No.** E-4

**RECOMMENDATION:**

Authorize staff to proceed with amending existing solid waste hauling contract with EJ Harrison & Sons.

**BACKGROUND/DISCUSSION:**

In 2018, the District entered into a new contract for solid waste hauling and disposal. with EJ Harrison & Sons, which will sunset on January 31, 2023, if not renewed. There is a renewal provision in the contract that allows for a subsequent term to be added to the existing agreement. Based on the new requirements of Senate Bill 1383 (SB1383), the existing agreement does not include the services necessary to comply with the new legislation. With that said, the District as with many other jurisdictions in California, are forced to amend their existing agreements.

On February 28, 2022, the board approved Resolution No. 22-04, which included a Notice of Intent to Comply with SB1383 within this calendar year. A key date in the Notice of Intent to Comply and Resolution No. 22-04 included having a new or amended contract in place by July 1, 2022 to include the services necessary for compliance with SB1383.

Staff met with EJ Harrison at their facility on March 10, 2022, to discuss SB1383 implementation and discussed current contractual next steps. On March 25, 2022, staff met with the Facilities Committee to share the feedback received during our meeting with the District's solid waste hauler. Through negotiations between the District and EJ Harrison & Sons they are committed to providing all additional services in order to comply with SB1383 at no extra cost to our ratepayers in an amended agreement. With that said, the District has two options moving forward:

1. Amend existing agreement with current solid waste hauler to include all services necessary to comply with SB1383, or
2. Solicit a Request for Proposal (RFP) for a new contract for solid waste hauling services



The District has been under contract with EJ Harrison & Sons since 2008 and staff is extremely satisfied with the services they have provided to our residents and businesses within the District over the past 14 years. I am looking for direction from the Board on whether to begin amending the existing contract or shop the market for a new contract for solid waste hauling services.

**ATTACHMENT:**

- 1. Current EJ Harrison Contract**

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

THIS AGREEMENT is entered into this 9th day of January, 2018, by and between CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a governmental entity formed pursuant to California Government Code Section 61000, et seq., hereinafter referred to as the "District," and E. J. HARRISON AND SONS, INC, a California corporation, hereinafter referred to as the "Contractor." This Agreement is entered into in reference to the following facts and circumstances:

**RECITALS**

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

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

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

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

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

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

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

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

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

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

1.17.2. Medical waste which is regulated pursuant to the Medical Waste Management Act (Sections 117600, et seq. of the California Health and Safety Code), provided that the medical waste, whether treated or untreated, is not disposed of at a solid waste facility. Medical waste which has been treated and which is deemed to be solid waste shall be regulated pursuant to this division.

1.17.3. Recyclable materials.

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

### **3. TERM OF AGREEMENT; RENEWAL.**

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

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

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

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

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

### **4. SCOPE OF AGREEMENT.**

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

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

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

## **5. WASTE COLLECTION SERVICES.**

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

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

## **6. CONTRACTOR PERSONNEL.**

- 6.1. The Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement, in a safe and efficient manner. All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. The Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for the collection of solid waste or who are otherwise directly involved in such collection. The Contractor shall train its employees involved in solid waste collection to identify and not to collect hazardous waste.
- 6.2. The Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the collection of solid waste under this Agreement. The Contractor shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. The Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is not found to be courteous or not to be performing services in the manner required by this Agreement, the Contractor shall take all appropriate corrective measures. The District shall notify the Contractor by telephone, e-mail or fax of any complaints received from customers.

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

- 7.1. The Contractor shall provide one (1) roll-off for green waste recycling to be located at the District's yard at 353 Santa Monica Drive, Channel Islands Beach. The Contractor shall pick up said roll-off at such times as requested by the District.
- 7.2. The Contractor shall provide trash collection and disposal services and other assistance to the District as part of the District's community beautification clean-up campaign. The Contractor shall participate in and provide such services at specified times and dates designated by the District

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

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



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

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

## **9. RATE ADJUSTMENTS.**

**9.1.** The rates at which the District shall compensate the Contractor are shown in Exhibit A less the fifteen percent (15%) franchise fee. Except as provided for herein, the base residential rate charged for the services provided by the Contractor at the commencement of this contract shall be the sum of Twenty- Two Dollars and Twenty- seven Cents (\$25.20) per month.

**9.2.** The parties agree that the Contractor shall be entitled to a 3.1 percent CPI-based rate increase effective July 15, 2018. For years commencing July 15, 2018, the Contractor may request the preceding October, up to a three percent (3%) CPI-based rate increase in accordance with the following methodology: By October 31, 2018, and each October 31st thereafter during the term of this Agreement, the Contractor shall average the CPI (Los Angeles-Long Beach Region) for the month of September for the preceding calendar year and the month of September for the then current year. For example, for illustrative purposes, if the Contractor seeks a rate increase for the year beginning July 15, 2018, the Contractor shall average the CPI for the months of September, 2017 and 2016. If the average percentage is below three percent (3%), the Contractor may still request a three percent (3%) increase, but the District shall have the right to give only the average CPI percentage increase. For the year commencing July 15, 2018, the Contractor by October 31, 2017 would notify the District of its intent to seek a rate increase, and then would take the average CPI for the months of September, 2017 and 2016. Such methodology would continue for the remainder of the term of this Agreement.

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

## **10. COLLECTION STANDARDS.**

**10.1.** The Contractor shall transport all collections under this Section to the DDS or DPF approved by the District Manager. The Contractor shall maintain accurate records of the quantities of solid waste materials and recyclable materials transported to the DDS or DPF, and will cooperate with the District in any audits or investigations of such quantities. The Contractor shall follow the rules and regulations of the operator of the DDS or DPF with regard to operations therein, including for example, complying with directions from the operator to unload collection vehicles in designated areas accommodating to maintenance operations and construction of new facilities.

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

## **11. VEHICLES AND EQUIPMENT.**

- 11.1.** The Contractor shall provide collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. The Contractor shall have available on collection days, sufficient back-up vehicles for each type of collection vehicle used to respond to complaints and emergencies. The fleet of vehicles used by the Contractor in providing collection services shall comply and stay in compliance with all federal, state and local requirements for such vehicles as they now exist or may be amended to read in the future, and be registered with the California Department of Motor Vehicles, the California Highway Patrol, the Federal Department of Transportation, and the California Air Resources Board.

- 11.2.** The Contractor's name, local telephone number and a unique vehicle identification number designed by the Contractor for each vehicle shall be prominently displayed on all service vehicles. The Contractor shall maintain all of its vehicles and equipment used in providing services under this Agreement in a safe, neat, clean and operable condition at all times. Vehicles used in the collection of solid waste shall be thoroughly washed and thoroughly cleaned externally on a regular basis so as to present a clean appearance. The District may inspect vehicles at any time to determine compliance with sanitation requirements. The Contractor shall make vehicles available to the appropriate regulatory public agency for inspection, at any frequency such agency requests.
- 11.3.** Vehicles shall be operated in compliance with the California Vehicle Code and all applicable safety and local ordinances. The Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles. The District shall have reasonable access to the Contractor's records relating to the operation and maintenance of the Contractor's vehicles.

## **12. RECYCLING PROGRAM.**

- 12.1.** The Contractor agrees to use its best efforts in cooperation with the District in assisting the District a recycling program for recyclable materials.
- 12.2.** The Contractor and the District shall use their best efforts to help the District meet its diversion tonnage requirements of AB 939. The Contractor agrees to, at least quarterly, provide the District with AB 939 tonnage and recycling reports. To the extent possible, the Contractor shall segregate AB 939 tonnage generated by the District. In other words, to the extent possible, the Contractor shall provide to the District, at least quarterly, a report that segregates the District's AB 939 tonnage from other AB 939 tonnage collected by the Contractor in other municipal and unincorporated areas.
- 12.3.** To encourage and provide for the diversion of commercial materials and construction and demolition material from landfill disposal in order to reduce waste and comply with AB939, customers will be charged an additional \$12.50 per ton for construction and demolition projects.
- 12.4.** Contractor shall take all necessary actions to ensure that, during the term of this Agreement, District residents may dispose of antifreeze, auto batteries, household batteries, motor oil (limit twenty (20) gallons in five (5) gallon containers and latex- based paint (items commonly referred to as "household hazardous waste" or "HHW") at the Gold Coast Recycling facilities of Ventura County ("Gold Coast")
- 12.4.1.** Customer access to Gold Coast shall be limited to normal business hours and disposal shall be at no cost to the customer, provided the customer provides credible proof that he/she resides within the jurisdictional boundaries of the District.
- 12.5.** By July 15, 2018, Contractor shall recommend to District temporary storage options for HHW materials, certifications required of District personnel for temporary handling of such options, and recommendations to District for hours of reception of such items. At District election, District shall procure and install temporary HHW storage facilities.

12.5.1. Contractor, or designated sub-contractor, shall retrieve HHW materials from District's temporary storage facility on a monthly basis and dispose of in compliance with all State & Federal laws.

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

- 13.1. Fair employment practices and non-discrimination;
- 13.2. Occupational safety and health (OSHA);
- 13.3. Licensing and operation of the motor vehicles used in the Contractor's business; and
- 13.4. Operation of the Contractor's solid waste collection and disposal business.

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

15. **PERFORMANCE BOND.**

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

15.2. The Contractor's performance bond shall be so conditioned that if the Contractor fails to comply with any one (1) or more of the provisions of this Agreement, then there shall be recoverable, jointly and severally from the Contractor in surety, any damage or loss or costs suffered or incurred by the District as a result thereof, including attorney fees and costs of any action or proceeding, and including the full amount of any compensation, indemnification, cost of removal or abandonment of any property or other costs which may be in default up to the full principal amount of such bond.

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

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

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

- 16.1. Contractor is meeting diversion standards as established by this Agreement.
- 16.2. Contractor is in compliance with customer service standards as established by this Agreement more fully explained in Exhibit A.
- 16.3. All reports required by this Agreement are maintained and/or provided in a timely manner to the District.

- 16.4. Contractor is not in breach of this Agreement.
- 16.5. All payments due to the District pursuant to this Agreement are current.
- 16.6. Annual Contractor Performance Review standard form attached as Exhibit B and incorporated as part of the Agreement.

**17. INSURANCE.**

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

**Bodily Injury:**

\$3,000,000 each person

\$3,000,000

\$3,000,000 aggregate products

**Property Damage:**

\$3,000,000 each accident

\$3,000,000 aggregate operations

\$3,000,000 aggregate products

\$3,000,000 aggregate contractual

17.2. **Certificate of Insurance.** The District shall be named as an additional insured in all of said insurance policies. The Contractor shall file (a) valid and unexpired certificate(s) of insurance with the District Manager concurrently with the execution of this Agreement. Such policies shall contain a provision that the insurance thereby evidenced shall not be canceled, allowed to lapse or expire or be reduced in amount during the term of this Agreement, unless the District Manager is given at least thirty (30) days' notice in writing by the insurer prior to any such cancellation, lapse, expiration or reduction in coverage. A lapse of the minimum insurance required by this provision for any reason shall be deemed a breach of this Agreement and shall be grounds for automatic termination of this Agreement by the District.

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

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

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

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

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

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

21. **AUDIT.** The District shall have the right of review and audit of the Contractor's financial books and records, disposal tipping fees, and tonnage slips. The District shall have the right, upon not less than

seven (7) days written notice, to review the Contractor's financial books and records. The cost of any reproduction or production of said records shall be borne by the Contractor. The District shall also be provided with disposal tipping fees and tonnage slip information. The District shall keep said audit information confidential to the extent allowed by law.

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

**23. ASSIGNABILITY.**

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

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

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

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

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

**24. REPORTS REQUIRED.**

- 24.1. **Periodic Reports.** The Contractor shall provide the District Manager, at the times and in the form prescribed by the District Manager, such reports with respect to the Contractor's operations as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of the Contractor or the District in connection with this Agreement.
- 24.2. **Contents.** Such reports shall include, but not be limited to, the following matters, which shall be submitted to the District Manager not later than sixty (60) days following the District Manager's request for same:
  - 24.2.1. An up-to-date list of all trucks used for collection and disposal of trash within the District, including the make, type, year, license number, identification number and ownership;
  - 24.2.2. The names, titles and addresses of the owners, partners, officers, directors and shareholders of the Contractor;
  - 24.2.3. The names and titles of all of the Contractor's employees providing trash collection and disposal services to the District;
  - 24.2.4. A description of all cases of property damage and personal injury that have occurred while providing trash services for the District within the last year;
  - 24.2.5. A description of all traffic citations received by the Contractor or its employees in the past year;
  - 24.2.6. Workers' Compensation Experience Modification Factor for the current year; and
  - 24.2.7. Any reports required in conjunction with Section 12 of this Agreement.
- 24.3. **Pre-Printed Forms.** The Contractor shall develop, utilize and deliver to the District, on a regular basis, a pre-printed form recording those instances where property or properties within the District are in violation of the trash volume limitations set forth in the Ordinance.
- 24.4. **Quarterly Reports.** Within thirty (30) days after the end of each calendar quarter, beginning October 1, 2018 (the first report being due November 30, 2018), the Contractor shall provide the District with a written report which shall include:
  - 24.4.1. Total tonnage of trash collected; and
  - 24.4.2. Other information as specified by the District Manager.

**25. RIGHTS AND POWERS RESERVED TO THE DISTRICT.**

- 25.1. At all reasonable times, the Contractor shall permit the District Manager to examine all property of the Contractor, and to examine and transcribe any and all records kept or maintained by the Contractor under the Contractor's control which pertain to this Agreement, including, but not limited to, all of the Contractor's financial records and accounts.
- 25.2. Neither this Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental rights or powers of the District. The Contractor expressly acknowledges and agrees to the provisions of Sections 18 and 24 of the Ordinance.
- 25.3. The District's Board of Directors may do all things which are necessary and appropriate in the exercise of the District's jurisdiction under this Agreement and may determine any question of fact which may arise during the existence of this Agreement.



**25.4.** The District Manager is hereby authorized and empowered to adjust, settle or compromise any controversy or charge arising from the operations of the Contractor under this Agreement, either on behalf of the District, the Contractor, or any property owner or occupant, in the best interests of the public. Either the Contractor, or any owner or occupant of property within the District, who may be dissatisfied with any decision of the District Manager, may appeal the matter to the Board of Directors for hearing and determination. The Board of Directors may accept, reject or modify the decision of the District Manager, and the Board of Directors may adjust, settle or compromise any controversy or cancel any charge arising from the operations of the Contractor.

**26. NOTICES.**

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

**District:**

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

**Contractor:**

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

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

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

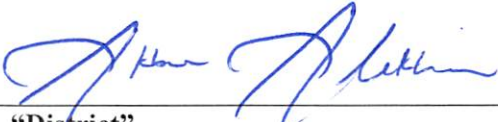
**28. SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, representatives, assigns and successors-in-interest of the parties hereto, subject, however, to the provisions of Section 22 herein.

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

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

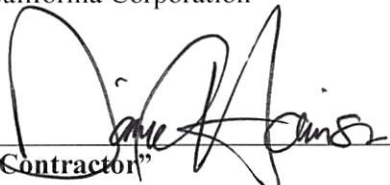
DATED: 1/24 \_\_\_\_\_, 2018

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

BY:  \_\_\_\_\_  
"District"

DATED: 2/8 \_\_\_\_\_, 2018

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

BY:  \_\_\_\_\_  
"Contractor"



Board of Directors:

JARED BOUCHARD, President  
MARCIA MARCUS, Vice President  
KRISTINA BREWER, Director  
SEAN DEBLEY, 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 · CIBCSD.COM

## Regular Board Meeting, April 12, 2022

**To: Board of Directors**  
**From: CJ Dillon, Office Manager**  
**Subject: Modification of Discontinuation of Residential Water Service Policy**  
**Item No. E-5**

**RECOMMENDATION:** Board to consider and approve Modification to Discontinuation of Residential Water Service Policy for Non-Payment pursuant to Senate Bill 998. Payment by check for disconnected customers removed from payment choices.

### INFORMATION:

The current District policy, approved January 14, 2020, relates to the discontinuation of residential water service for non-payment and conforms with Senate Bill 998 requirements, which was signed into law on September 28, 2018. The new legislation impacts existing practices, policies and procedures relating to delinquent accounts and discontinuation of water service by the District. The new law applied to (1) urban and community water systems and (2) urban water suppliers. This bill requires the District to approve and adopt new policies and procedures related to the discontinuation of water service by February 1, 2020. Administrative Staff would like to remove payments by check from reconnection choices, for customers that have been disconnected.

### DISCUSSION:

In summary, SB 998 mandates the following:

- A) Urban and community water systems adopted written discontinuation policies that are available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean and any other language spoken by 10 percent or more people within the system's service area. The policy is posted on the District's website.
- B) Urban and community water systems may not discontinue residential water service due to delinquent payment until payments are delinquent for at least 60 days. No less than 7 business days before discontinuation, the urban and community water system must attempt to provide notice to customers by telephone or in writing, and provide information about appeals, extensions and alternative repayment options which are listed in Section 116908(a) of the Bill. If the water system is not able to make contact with the customer or the mail is undeliverable, the urban and community water system must visit the residence and leave a notice in accordance with Section 116908.

- C) Urban and community water systems may not discontinue residential water service of a customer or tenant of a customer if all of the following take place: 1) a primary care provider certifies that the discontinuation of water service will pose a serious or potentially fatal threat to a resident, 2) the customer demonstrates inability to pay within the normal billing cycle, and 3) the customer is willing to enter into an alternative payment arrangement.

A customer can demonstrate an inability to pay based on the receipt of certain public assistance by someone in the household, or a declaration from the customer that the household is below 200 percent of the federal poverty level. In exchange, the District can pick from several payment alternatives listed in 116910(b). Ultimately, however, if the customer fails to abide by the payment alternatives, residential service can be discontinued but the customer must receive information about how to restore the services.

The aforementioned policy has resulted in increased administrative staff time related to tracking, monitoring, and the billing of delinquent accounts to ensure compliance with SB 998. Staff would like to add the removal of payments by check from customers that have their service disconnected. We will continue to take checks from customers that have payment arrangements and have not been disconnected. Once disconnected, to regain service we will accept cash, credit card, cashiers check and money order. This will be noted on the doorhanger provided to the resident before disconnection.

**ATTACHMENTS:**

1. Adopted Policy with Modificaton - Discontinuation of Residential Water Service for Non-Payment Policy

**Channel Islands Beach Community Services District  
Discontinuation of Residential Water Service for Non-Payment Policy  
Effective Date February 1, 2020**

**Reference:**

Senate Bill No. 998: Discontinuation of Residential Water Service

**Purpose/Background**

This policy enumerates Channel Islands Beach Community Service District's administrative actions for the collection of delinquent accounts, including notifications, fee assignments and discontinuation of service. This policy will be made available to the public on the District's website. The District can be contacted by phone at (805) 985-6021 to discuss options for averting discontinuation of water service for nonpayment under the terms of this policy.

1. Delinquent Account:

- 1.1. Delinquent accounts are hereafter identified as any account that remains unpaid (and without having made payment arrangements or established an alternative payment schedule) by close of business 21 days after issuance of the water bill. The following rules apply to the collection of delinquent accounts:

1.1.1. *Small Balance Accounts*

Any balance on a bill of \$15 or less may be carried over, and added to, the next billing period without being assessed a late fee or incurring further collection action. Failure to pay an amount of \$15 or less will not render an account "delinquent."

1.1.2. *Late Fees*

If payment for a bill of more than \$15 is not received by close of business on the 21st day after the bill is issued, a late fee of 10% of the amount past due will be assessed onto the customer's account. The due date and late fee will be displayed prominently on the customer's subsequent service bill and also appear on the Late Notice.

1.1.3. *Waiver of Late Fees*

At the request of the customer, the District may waive a late fee if there are extenuating circumstances and the customer has not been assessed a late fee for delinquent payment in the preceding 12 months. The District shall only waive one late fee in a 12-month period.

1.2. Notice for Delinquent Accounts

1.2.1. *Late Notice for Delinquent Accounts*

The District shall provide the customer a “Late Notice” informing the customer that the account remains past due and is now deemed delinquent. The Late Notice shall also inform the customer that termination of service will be forthcoming if the bill remains delinquent for more than 60 days. A Late Notice shall be sent as soon as the customer’s account is deemed delinquent.

The Late Notice shall include all of the following:

- Customer’s name and address
- Amount that is past due
- Date by which payment or payment arrangements are required to avoid discontinuation of service
- Description of the process to apply for an amortization plan
- Description of the process to dispute or appeal the bill and past due amount
- The District’s phone number and a web link to the District’s discontinuation of residential service policy

#### *1.2.2. When Service Address is Different than Customer’s Billing Address*

If the customer’s billing address for residential service is different than the service address, the District shall also send a Late Notice to the service address, addressed to “Occupant” or name of the occupants if known to the District.

#### *1.2.3. When a Late Notice is Returned to District*

The District assumes no responsibility for phone or email contact information that has not been kept up to date by the customer. If the written notice is returned through mail, the District will make a reasonable, good faith effort to notify the customer by placing the Late Notice in a conspicuous place on the residential property.

#### *1.2.4. Residential Service for Tenants with Delinquent Landlords*

If the “Occupant” of the service address is a tenant, and the customer of record is the tenant’s landlord, the tenant may opt to become the customer of record to whom service will then be billed. However, **the tenant may only become the customer of record if the landlord’s account for the service address has been deemed delinquent.**

The tenant must agree to the terms and conditions of service and meet the requirements of service. The District may request proof of prompt payment of rent or other credit obligation that the District deems acceptable.

If the tenant becomes the customer of record, the tenant is not required to pay any amount which may be due on the landlord’s account for the service address. However, the landlord is still liable for their past due amount and will be required to pay the amount past due in order to remain in good standing with the District.

### 1.3. Alternative Payment Arrangements for Delinquent Accounts

Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees or disruption of service. The

District will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.

*1.3.1. Amortization Plan*

Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. An amortization plan will amortize the unpaid balance over a period defined by the customer, not to exceed 12 months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer's regular bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan.

*1.3.2. Alternative Payments When Discontinuation Poses Serious Health & Safety Risk*

Residential service will not be discontinued, and the customer will be offered an alternative payment arrangement if **all** of the following conditions (1,2, and 3) are met:

*1. Certification by a Primary Care Provider*

Certification by a Primary Care Provider (General Practitioner, Obstetrician/Gynecologist, Pediatrician, Family Practice Physician, Primary Care Clinic, Hospital, or Outpatient Clinic) who certifies that the termination will be life-threatening or pose a serious threat to the health and safety of any resident of the premises where water is provided will obligate the District to enter an amortized repayment plan.

*2. Evidence that the Customer is Unable to Pay*

The customer demonstrates that he or she is financially unable to pay for residential service within the normal billing cycle. The customer is deemed financially unable to pay for service if:

- a. Any member of the customer's household is a recipient of:
  - CalWORKS
  - CalFresh
  - General assistance
  - Medi-Cal
  - Supplemental Security Income/State Supplementary Payment Program
  - California Special Supplemental Nutrition Program for Woman, Infants and Children;

**OR**

- b. The customer declares that the household annual income is less than 200 percent of the federal poverty level

*3. Customer is Willing to Enter into Alternative Payment Arrangements*

The customer must be willing to enter into an amortization agreement, alternative payment schedule, or a plan for a deferred or reduced payment.

### 1.3.3. *Default on Alternative Payment Arrangements*

Failure to comply with the terms of an alternative payment or amortization plan within a billing cycle will deem the account delinquent and result in the issuance of a Late Notice, pursuant to Paragraph 1.2.

Failure to comply with the terms of an alternative payment or amortization plan for more than 60 days will result in the issuance of a Door Hanger Notice, pursuant to Paragraph 2.1, notifying the customer of imminent discontinuation of service.

## 2. Discontinuation of Service for Nonpayment

### 2.1. Written Notice of Discontinuation of Service

The District shall not discontinue water service for non-payment until payment by the customer has been delinquent for more than 60 days. The District shall contact the customer in writing, in the form of a door hanger tag ("Door Hanger Notice") at least seven (7) business days before the discontinuation of water service for non-payment.

#### 2.1.1. *Door Hanger Notice Fee*

When a Door Hanger Notice is delivered, an additional \$15.00 fee is applied to the customer's account balance. All applicable fees must be paid in order to avoid service disconnection and/or restore those services in the event they are disconnected.

### 2.2. Disconnection Deadline

All delinquent water service charges and associated fees must be received by the District by 4:30 p.m. on the day specified in the Late Notice (see Paragraph 1.2).

### 2.3. Disconnection of Water Service for Non-Payment

The District will disconnect water service by turning off, and in some cases locking off, the meter. Before service is disconnected, the customer will be notified by a Door Hanger Notice at least 7 business days prior to termination of service, as provided in Section 2.1 of this Policy.

At the time service is discontinued and terminated to the customer, the District shall place a "Reestablishment Notice" in a conspicuous place at the service address. The Reestablishment Notice shall provide the customer information on how to restore residential service.

### 2.4. Reporting of Discontinuations of Residential Service

The District shall report the number of annual discontinuations of residential service for inability to pay on the District's website, pursuant to Health & Safety Code § 116918.

## 3. Reestablishment of Service

In order to resume or continue service that has been disconnected for non-payment, the customer must pay a re-establishment fee. The District will endeavor to reconnect service as



soon as practicable but, at a minimum, will restore service before the end of the next regular working day following payment of any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than District personnel or without District authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

### 3.1. Re-establishment of Service During Business Hours

If District water service has been disconnected, an additional re-establishment fee of \$50.00 and all outstanding balances shall be paid prior to service being restored.

### 3.2. Re-establishment of Service After Business Hours

Service restored after 5:00 p.m. Monday through Friday, weekends, or holidays will be charged an after-hours re-establishment fee. Service will not be restored after regular business hours unless the customer has been informed of the after-hours re-establishment fee and has signed an agreement acknowledging the fee and agreeing to contact the District office no later than noon the following business day to pay the subject fee. If the customer requests re-establishment of water service outside of regular business hours, the fee to restore service shall be \$105.00, instead of the \$50.00 fee listed above, plus all other outstanding balances on the account.

## 4. Returned Checks

### 4.1. Notification of Disposition of Returned Check

Upon receipt of a returned check taken as payment on a delinquent account, the District will deem the account unpaid and the account will remain delinquent. The District will make a reasonable, good-faith effort to notify the customer by phone or email of the returned check.

If the account is more than 60 days delinquent at the time the District received a returned check, a Door Hanger Notice for discontinuation of service will be placed at the service address notifying the customer that service will be discontinued in seven (7) business days.

Water service will be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the Door Hanger Notice.

### 4.2. **No Check Payment Accepted for Disconnected Service**

~~In the event a customer tenders a returned check as payment to restore water service previously disconnected for non-payment and the District restores service, the District may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a returned check tendered for payment of water charges that were subject to discontinuance.~~

~~Any customer issuing a returned check as payment to restore service turned off for non-payment will be required to pay cash, money order or cashiers check to restore future service disconnections for a period of 12 months from the date of the returned payment.~~

~~No payment by check will be accepted to restore service in the case of disconnection for nonpayment. Payment can be made by money order, cashiers check, cash or credit card.~~

### 4.3. Multiple Returned Checks

After three returned checks on a single customer account, all amounts paid must be in money orders, cashier's checks, or cash.

## 5. Disputes and Appeals

If a customer wishes to dispute a charge on a bill, the customer has the right to appeal as follows:

### 5.1. Appeal to Office Manager

The appeal must be in writing, legible, and received by the Office Manager within 15 calendar days of the date the bill the customer seeks to appeal was issued to the customer.

The appeal shall include:

- a. The basis for the appeal; and
- b. Evidence supporting the basis for the appeal; and,
- c. A suggestion for resolution of the dispute, if any.

Upon receipt, the Office Manager will notify the customer of confirmation of receipt of the appeal and, within fifteen (15) calendar days the Office Manager shall provide the customer an independent determination of the disputed bill, provided to the customer in writing.

### 5.2. Appeal of Office Manager's Determination

The Office Manager's determination may be appealed to the General Manager within fifteen (15) calendar days of the mailing date of the Office Manager's determination. The appeal of the Office Manager's determination shall be heard and considered by the General Manager within 30 calendar days from the General Manager's receipt of an appeal, but no public hearing is required. The General Manager shall provide the applicant notice of the time and place for the appeal hearing. The General Manager may, in his or her discretion, affirm, reverse, or modify the determination accordingly. The General Manager's decision shall be final.

### 5.3. Pending Appeals

The District may not disconnect a customer's residential water service while the customer has an appeal pending.



Board of Directors:

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

PETER MARTINEZ  
General Manager

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## Regular Board Meeting, April 12, 2022

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Level 2 Water Supply Shortage  
**Item No.** F-1

The State has declared a Stage 2 Water Supply Shortage and the District is implementing Level 2 Water Supply Shortage Regulations per Ordinance No. 75.

### BACKGROUND/DISCUSSION:

On March 28, 2022, Governor Newsom signed Executive Order N-7-22. This order requires that local water suppliers move to a “Level 2” of their water shortage contingency plans, meaning a reduction of 10-20% within the District. The District previously adopted Ordinance No. 75; therefore, staff is requesting to implement the Stage 2 Water Supply Shortage Regulations to be in alignment with the Governor’s Order N-7-22.

Below are the key elements contained within the District’s Level 2 Regulations:

- **Limits on Watering Hours** – Before 9:00 a.m. and after 4:00 p.m. on Monday and Thursday only
- **Limit on Watering Duration** – Watering is limited to no more than ten minutes per day per station
- **No Excessive Water Runoff** – Runoff or any water flow from landscape areas onto hard surfaces or pavement is prohibited
- **No Washing Down Hard or Paved Surfaces** – Washing down hard or paved surfaces is prohibited
- **Large Landscape Areas** – must use landscape irrigation systems with rain sensors or evapotranspiration sensors to set an efficient water use schedule
- **Obligation to Fix Leaks, Breaks or Malfunctions** – Leaks must be repaired within 48 hours of notification from District
- **Limits on Washing Vehicles** – When washing your vehicle your hose must be equipped with a self-closing spray nozzle
- **Re-circulating Water Required for Water Fountains and Decorative Water Features** – Operating a water fountain or other decorative feature that does not use re-circulated water is prohibited
- **Limits on Filling Residential Swimming Pools & Spas** – Re-filling of more than one foot and initial filling of residential swimming pools or outdoor spas with potable water is prohibited

District staff will be trained on the new regulations, how to handle customer service calls, and the penalty and violation process per the ordinance. Staff will also begin education and outreach to the residents via bill inserts, social media, and the website to educate them on the Stage 2 Water Supply Shortage Regulations.

**ATTACHMENT:**

- 1. Executive Order N-7-22**
- 2. Ordinance No. 75**

EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

**WHEREAS** on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

**WHEREAS** climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

**WHEREAS** the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

**WHEREAS** since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

**WHEREAS** the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

**WHEREAS** the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

**WHEREAS** the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

**WHEREAS** delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

**WHEREAS** groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

**WHEREAS** coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

**WHEREAS** the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

**WHEREAS** the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

**WHEREAS** to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at [SaveOurWater.com](http://SaveOurWater.com) provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
  - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

- 4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining “non-functional turf” (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
- 5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
  - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability



Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

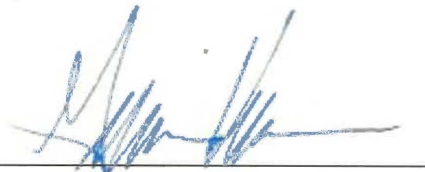
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
SHIRLEY N. WEBER, PH.D.  
Secretary of State

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**ORDINANCE NO. \_75\_**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ESTABLISHING A WATER CONSERVATION AND WATER SUPPLY SHORTAGE PROGRAM AND REGULATIONS**

**Section I: Title.**

This ordinance will be known as the "Channel Islands Beach Community Services District Water Conservation and Water Supply Shortage Program."

**Section II. Findings.**

- a. A reliable minimum supply of potable water is essential to and benefits those persons served by the Channel Islands Beach Community Services District ("District").
- b. The District and its service areas are located in southern California, a semi-arid region that is largely dependent upon imported water supplies to augment limited local ground water supplies. A growing population, climate change, environmental concerns, and other factors in other parts of the State and western United States, make the region highly susceptible to water supply reliability issues.
- c. Careful water management that includes active water conservation measures not only in times of drought, but at all times, is essential to ensure a reliable minimum supply of water to meet the District's current and future water supply needs.
- d. Article X, Section 2 of the California Constitution declares that the general welfare requires that water resources be put to beneficial use, waste or unreasonable use or unreasonable method of use of water be prevented, and conservation of water be fully exercised with a view to the reasonable and beneficial use thereof.
- e. California Government Code section 61600 identifies supplying the inhabitants of the District with water for domestic use, irrigation, sanitation, industrial use, fire protection, and recreation as one of the main functions of a Community Service District. California Government Code section 61622 confers upon the District general powers to perform all acts necessary to carry out fully the provisions of the Community Services District Law.
- f. California Water Code sections 375 and 375.5 authorize any public entity, including a special district, which supplies water at retail or wholesale for the benefit of persons within the service area or area of jurisdiction of the public entity to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve supplies.
- g. California Water Code section 350 et seq. authorizes water suppliers, including a special district, to declare a water shortage emergency and, upon declaration of that emergency, adopt regulations and restrictions on the delivery and consumption of water in order to conserve water resources during the period of the emergency and until the supply of water available for distribution by the supplier has been replenished or augmented.

- h. The adoption and enforcement of a water conservation and supply shortage program is necessary to manage the District's potable water supply in the short and long-term and to avoid or minimize the effects of drought and shortage within the District. Such program is essential to ensure a reliable and sustainable minimum supply of water for the public health, safety, and welfare.
- i. Based upon the above findings, the District's legal counsel advises, and the Board finds, that actions taken pursuant to this ordinance are categorically exempt from CEQA according to 14 California Code of Regulations 15301 and 15307.

### **Section III. Declaration of Purpose and Intent.**

- a. The purpose of this ordinance is to establish a water conservation and supply shortage program that will reduce water consumption within the District through conservation, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, and maximize the efficient use of water within the District to avoid and minimize the effect and hardship of water shortage to the greatest extent possible.
- b. This ordinance establishes permanent water conservation standards intended to alter behavior related to water use efficiency during non-shortage conditions, and further establishes three levels of water supply shortage response actions to be implemented during times of declared water shortage or declared water shortage emergency. Each progressive level increases restrictions on water use in response to worsening drought or emergency conditions and decreasing supplies.

### **Section IV. Definitions.**

- a. The following words and phrases whenever used in this chapter have the meaning defined in this section:
  - 1. **"Commercial Grower"** means a person who operates a licensed plant or tree farm or who cultivates crops or other vegetation for sale or intended sale to the general public in the ordinary course of that person's business.
  - 2. **"Commercial Nursery"** means a licensed plant or tree farm which plants, grows and cultivates plants or trees for the sale or intended sale of such plants and trees to the general public in the ordinary course of the licensee's business.
  - 3. **"District"** means those areas that lie within the boundaries of the Channel Islands Beach Community Services District, as well as any areas outside the District boundaries to which the District provides service."
  - 4. **"Excessive Water Flow or Runoff"** means any water which originates from a tap connected to the District's water delivery system that leaves the property of origin in a continuous flow of any dimension.
  - 5. **"Person"** means any natural person or persons, corporation, public or private entity, governmental agency or institution, or any other user of water provided by the District.
  - 6. **"Landscape Irrigation System"** means an irrigation system with pipes, hoses, spray heads, or sprinkling devices that are operated by hand or through an automated system.

7. **“Large Landscape Areas”** means a lawn, landscape, or other vegetated area, or combination thereof, equal to or more than 2500 square feet irrigable land.
8. **“Single Pass Cooling Systems”** means equipment where water is circulated only once to cool equipment before being disposed.
9. **“Potable Water”** means water which is suitable for drinking.
10. **“Recycled Water”** means the reclamation and reuse of non-potable water for beneficial use.
11. **“Safety or Sanitary Hazard”** means any accumulation of unwholesome substance, including but not limited to pet or animal waste.
12. **“Billing Unit”** means the unit of water used to apply water rates for purposes of calculating water charges for a person’s water usage. A “billing unit” equals one hundred (100) cubic feet or seven hundred forty-eight (748) gallons of water.
13. **“Vehicle”** means any automobile, truck, van, bus, motorcycle, recreational vehicle, boat or trailer

**Section V. Application**

- a. The provisions of this ordinance apply to any person in the use of any potable water provided by the District.
- b. Compliance with the provisions of this ordinance shall be a condition of water service within the District and in all areas outside the District to which the District provides water service.
- c. The provisions of this ordinance do not apply to uses of water necessary to protect public health and safety or for essential government services, such as police, fire and other similar emergency services.
- d. The provisions of this ordinance do not apply to the use of recycled water, with the exception of Section VI(a).
- e. The provisions of this ordinance do not apply to the use of water by commercial nurseries and commercial growers to sustain plants, trees, shrubs, crops or other vegetation intended for commercial sale.
- f. This ordinance is intended solely to further the conservation of water. It is not intended to implement any provision of federal, State, or local statutes, ordinances, or regulations relating to protection of water quality or control of drainage or runoff. Refer to the local jurisdiction or Regional Water Quality Control Board for information on any stormwater ordinances and stormwater management plans.

**Section VI: Permanent Water Conservation Requirements – Prohibition Against Waste**

The following water conservation requirements are effective at all times and are permanent. Violations of this section will be considered waste and an unreasonable use of water.

- a. **Limits on Watering Hours:** Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited between the hours of 9:00 a.m. and 4:00 p.m. Pacific Standard Time on any day, except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
- b. **Limit on Watering Duration:** Watering or irrigating of lawn, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than ten (10) minutes watering per day per station. This subsection does not apply to landscape irrigation systems that exclusively use very low-flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour and weather based controllers or stream rotor sprinklers that meet a 70% efficiency standard.
- c. **Large Landscape Areas – Rain Sensors:** Large landscape areas, such as parks, cemeteries, golf courses, school grounds, and playing fields, that use landscape irrigation systems to water or irrigate, must use landscape irrigation systems with rain sensors that automatically shut off such systems during periods of rain or irrigation timers which automatically use information such as evapotranspiration sensors to set an efficient water use schedule. **Retrofitting and monitoring of existing landscape areas shall be done in accordance with guidelines set forth in the State of California, Department of Water Resources Model Water Efficient Landscape Ordinance then in effect..** It shall be the responsibility of each land owner, lessee, or agency to perform the required audits and submit a copy of the completed audit to the District to be kept on file at the District.
- d. **No Excessive Water Flow or Runoff:** Watering or irrigating of any lawn, landscape or other vegetated area in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch is prohibited. Every person is deemed to have under his/her control at all times his/her water distribution lines and facilities, and to know the manner and extent of his/her water use and runoff.
- e. **No Washing Down Hard or Paved Surfaces:** Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, docks, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, water broom, or a low-volume, high-pressure cleaning machine.
- f. **Obligation to Fix Leaks, Breaks or Malfunctions:** Excessive use, loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing, distribution, or irrigation system for any period of time after such escape of water should have reasonably been discovered and corrected, and in no event more than 10 days of receiving notice from the District, is prohibited.
- g. **Re-circulating Water Required for Water Fountains and Decorative Water Features:** Operating a water fountain or other decorative water feature that does not use re-circulated water is prohibited.
- h. **Limits on Washing Vehicles:** Using water to wash or clean a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not is prohibited, except by use of a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, by high pressure/low volume wash systems or at a commercial vehicle washing facility that utilizes a re-circulating water system to capture or reuse water.

- i. **Drinking Water Served Upon Request Only:** Eating or drinking establishments, including but not limited to a restaurant, hotel, cafe, cafeteria, bar, club or other public place where food or drinks are sold, served, or offered for sale, shall not serve water to customers except upon request of the customer.
- j. **Commercial Lodging Establishments Must Provide Option to Not Launder Linen Daily:** Hotels, motels and other commercial lodging establishments must provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.
- k. **No Installation of Single Pass Cooling Systems:** Installation of single pass cooling systems is prohibited in buildings requesting new water service.
- l. **No Installation of Non-re-circulating in Laundry Systems:** Installation of non-re-circulating water systems is prohibited in new commercial conveyor car wash and new commercial laundry systems.
- m. **Restaurants Required to Use Water Conserving Dish Wash Spray Valves:** Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving pre rinse dish wash spray valves. Existing restaurants will be required to upgrade or install water conserving pre rinse dish wash spray valves when remodeling, rehabilitation, or renovation occurs requiring a building, plan check, or design review permit.

**Levels of Water Supply Shortage:**

**Section VII: Level 1 Water Supply Shortage**

- a. A Level 1 Water Supply Shortage exists when the District determines, in its sole discretion, that due to drought or other water supply reductions, a water supply shortage exists and a consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the District of a Level 1 Water Supply Shortage condition, the District will implement the mandatory Level 1 conservation measures identified in this section. The type of event that may prompt the District to declare a Level 1 Water Supply Shortage may include, among other factors, a finding that its wholesale water provider calls for extraordinary water conservation.
- b. **Additional Water Conservation Measures:** In addition to the prohibited uses of water identified in Section VI, the following water conservation requirements apply during a declared Level 1 Water Supply Shortage:
  - 1. **Limits on Watering Days:** Watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to three days per week on a schedule established and posted by the District. During the months of November through March, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to no more than one day per week on a schedule established and posted by the District. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing



water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

2. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the water user's plumbing, distribution, or irrigation system must be repaired within seventy-two (72) hours of notification by the District unless other arrangements are made with the District.
3. **Other Prohibited Uses:** In compliance with applicable law, the District may implement other prohibited water uses as determined by the District, after proper notice to customers.

### **Section VIII. Level 2 Water Supply Shortage**

- a. A Level 2 Water Supply Shortage exists when the District determines, in its sole discretion, that due to drought or other supply reductions, a water supply shortage exists and a consumer demand reduction is necessary to make more efficient use of water and respond to existing water conditions. Upon the declaration by the District of a Level 2 Water Supply Shortage condition, the District will implement the mandatory Level 2 conservation measures identified in this section.
- b. **Additional Conservation Measures:** In addition to the prohibited uses of water identified in Section VI and VII, the following additional water conservation requirements apply during a declared Level 2 Water Supply Shortage:
  1. **Watering Days:** Watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to two days per week on a schedule established and posted by the District. During the months of November through March, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to no more than one day per week on a schedule established and posted by the District. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
  2. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the water user's plumbing, distribution, or irrigation system must be repaired within forty-eight (48) hours of notification by the District unless other arrangements are made with the District.
  3. **Limits on Filling Ornamental Lakes or Ponds.** Filling or re-filling ornamental lakes or ponds is prohibited except to the extent needed to sustain aquatic life, provided that such animals have been actively managed within the water feature prior to declaration of a supply shortage level under this ordinance.
  4. **Limits on Washing Vehicles:** Using water to wash or clean a vehicle, including but not limited to, any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not, is prohibited except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, by high

pressure/low volume wash systems, or at a commercial vehicle washing facility that utilizes a re-circulating water system to capture or reuse water.

5. **Limits on Filling Residential Swimming Pools & Spas:** Re-filling of more than one foot and initial filling of residential swimming pools or outdoor spas with potable water is prohibited.
6. **Other Prohibited Uses:** In compliance with applicable law, the District may implement other prohibited water uses as determined by the District, after proper notice to customers.

### **Section IX. Level 3 Water Supply Shortage – Emergency Condition**

- a. A Level 3 Water Supply Shortage condition is also referred to as an “Emergency” condition. A Level 3 condition exists when the District declares a water shortage emergency and notifies its residents and businesses that a significant reduction in consumer demand is necessary to make more efficient use of water and respond to existing water conditions. Upon the declaration of a Level 3 Water Supply Shortage Emergency condition, the District will implement the mandatory Level 3 conservation measures identified in this section.
- b. **Additional Conservation Measures:** In addition to the prohibited uses of water identified in Section VI, VII, and VIII, the following water conservation requirements apply during a declared Level 3 Water Supply Shortage Emergency:
  1. **No Watering or Irrigating:** Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited. This restriction does not apply to the following categories of use:
    - i. Maintenance of vegetation, including trees and shrubs, that are watered using a hand-held bucket or similar container, hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or a very low-flow drip type irrigation system when no emitter produces more than two (2) gallons of water per hour subject to the hour restrictions in Section VI(a);
    - ii. Maintenance of existing landscape necessary for fire protection;
    - iii. Maintenance of existing landscape for soil erosion control;
    - iv. Maintenance of plant materials identified to be rare or essential to the well being of rare animals;
    - v. Maintenance of landscape within active public parks and playing fields, day care centers, school grounds, cemeteries, and golf course greens, provided that such irrigation does not exceed two (2) days per week according to the schedule established in Section VIII(b)(1) and time restrictions in Section VI(a) and (b)(1);
    - vi. Public works projects and actively irrigated environmental mitigation projects.
  2. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the water user’s plumbing, distribution or irrigation system must be

repaired within twenty-four (24) hours of notification by the District unless other arrangements are made with the District.

3. **No New Potable Water Service:** Upon declaration of a Level 3 Water Supply Shortage Emergency condition, no new potable water service will be provided, no new temporary meters or permanent meters will be provided, and no statements of immediate ability to serve or provide potable water service (such as, will serve letters, certificates, or letters of availability) will be issued, except under the following circumstances:
  1. A valid, unexpired building permit has been issued for the project; or
  2. The project is necessary to protect the public's health, safety, and welfare; or
  3. The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the District.

This provision does not preclude the resetting or turn-on of meters to provide continuation of water service or the restoration of service that has been interrupted for a period of one year or less.

4. **Discontinue Service:** The District, in its sole discretion, may discontinue service to consumers who willfully violate provisions of this ordinance.
5. **Other Prohibited Uses:** In compliance with applicable law, the District may implement other prohibited water uses as determined by the District, after proper notice to customers.

## **Section X. Procedures for Determination / Notification of Water Supply Shortage**

- a. **Declaration and Notification of Level 1 & 2 Water Supply Shortage:** The existence of Level 1 and Level 2 Water Supply Shortage conditions may be declared by resolution of the District adopted at a regular or special public meeting held in accordance with state law. The mandatory conservation requirements applicable to Level 1 or Level 2 conditions will take effect on the tenth (10<sup>th</sup>) day after the date the shortage level is declared. Within five (5) days following the declaration of the shortage level, the District must publish a copy of the resolution in a newspaper of general circulation for the period of time, number of times, and in the manner required by applicable law. If the District establishes a water allocation, it must provide notice of the allocation by including it in the regular billing statement or by any other mailing to the address to which the District customarily mails the billing statement for fees or charges for on-going water service. A water allocation will be effective on the fifth day following the date of mailing or at such later date as specified in the notice.
- b. **Declaration and Notification of Level 3 Water Supply Shortage:** The existence of a Level 3 Water Supply Shortage Emergency condition may be declared in accordance with the procedures specified in Water Code Sections 351 and 352. The mandatory conservation requirements applicable to the Level 3 conditions will take effect on the tenth (10<sup>th</sup>) day after the date the shortage level is declared. Within five (5) days following the declaration of the shortage level, the District must publish a copy of the resolution in a newspaper of general circulation for the period of time, number of times, and in the manner required by applicable law. If the District establishes a water allocation, it will provide notice of the allocation by including it in the regular billing statement or by any other mailing to the address to which the District customarily mails the billing statement for fees or charges for on-going water service. A water allocation will be

effective on the fifth day following the date of mailing or at such later date as specified in the notice.

## **Section XI. Other Provisions**

- a. **Reporting Mechanism -:** The District will establish a water waste reporting link on the District's website (<http://www.channelislandsbeachcsd.com/>) for residents to report violations of this ordinance.
- b. **Adoption of California Water Efficient Landscape Ordinance-** The District hereby incorporates by reference and adopts the California Water Efficient Landscape Ordinance as set forth in the California Code of Regulations Title 23, Sections 490- 495.

## **Section XII. Penalties and Violations**

- a. **Misdemeanor:** Any violation of this ordinance may be prosecuted as a misdemeanor punishable by imprisonment in the county jail for not more than thirty (30) days, or by a fine not exceeding one thousand dollars (\$1,000), or by both.
- b. **Civil Penalties:** Civil penalties for failure to comply with any provisions of the ordinance are as follows:
  1. **First Violation:** The District will issue a written warning and deliver a copy of this ordinance by mail.
  2. **Second Violation:** A second violation within the preceding twelve (12) calendar months is punishable by a fine not to exceed seventy-five dollars (\$75).
  3. **Third Violation:** A third violation within the preceding twelve (12) calendar months is punishable by a fine not to exceed two hundred and fifty (\$250).
  4. **Fourth and Subsequent Violations:** A fourth and any subsequent violation is punishable by a fine not to exceed five hundred dollars (\$500).
    - i. **Water Flow Restrictor:** In addition to any fines, the District may install a water flow restrictor device of approximately one gallon per minute capacity for services up to one and one-half inch size and comparatively sized restrictors for larger services after written notice of intent to install a flow restrictor for a minimum of forty eight (48) hours.
    - ii. **Termination of Service:** In addition to any fines and the installation of a water flow restrictor, the District may disconnect and/or terminate a customer's water service.
- c. **Cost of Flow Restrictor and Disconnecting Service:** A person or entity that violates this ordinance is responsible for payment of the District's charges for installing and/or removing any flow restricting device and for disconnecting and/or reconnecting service per the District's schedule of charges then in effect. The charge for installing and/or removing any flow restricting device must be paid to the District before the device is removed. Nonpayment will be subject to the same remedies as nonpayment of basic water rates.

- d. **Separate Offenses:** Each day that a violation of this ordinance occurs is a separate offense.
- e. **Notice and Hearing:**
  1. The District will issue a Notice of Violation by mail or personal delivery at least ten (10) days before taking enforcement action. Such notice must describe the violation and the date by which corrective action must be taken. A customer may appeal the Notice of Violation by filing a written notice of appeal with the District no later than the close of business on the day before the date scheduled for enforcement action. Any Notice of Violation not timely appealed will be final. Upon receipt of a timely appeal, a hearing on the appeal will be scheduled; and the District will mail written notice of the hearing date to the customer at least ten (10) days before the date of the hearing.
  2. Pending receipt of a written appeal or pending a hearing pursuant to an appeal, the District may take appropriate steps to prevent the unauthorized use of water as appropriate to the nature and extent of the violations and the current declared water Level condition.

**Section XIII. Severability**

If any section, subsection, sentence, clause or phrase in this chapter is for any reason held invalid, the validity of the remainder of the ordinance will not be affected. The Channel Islands Beach Community Services District hereby declares it would have passed this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or is declared invalid.

**PASSED, APPROVED and ADOPTED** by the Channel Islands Beach Community Services District Board of Directors on this **9th day of September, 2009**, by the following vote:

**AYES:** Directors: *Moore, Koesterer, Spiegel + Hensley*

**NOES:** Directors: *None*

**ABSENT:** Directors: *Marcus*

*Keith Moore*  
 \_\_\_\_\_  
**KEITH MOORE, President**

**ATTEST:**  
*Jared Bouchard*  
 \_\_\_\_\_  
**JARED BOUCHARD, SECRETARY**

BOARD OF DIRECTORS

**APPROVED AS TO FORM:**

*John Mathews*  
 \_\_\_\_\_  
**JOHN MATHEWS GENERAL COUNSEL**



**APPENDIX:**

**WATER CONSERVATION ORDINANCE TABLE**

Permanent	Level 1	Level 2	Level 3 – Emergency
<p align="center"><i>Permanent</i></p> <p><b>Restrictions</b></p> <ul style="list-style-type: none"> <li>○ <b>No Watering: 9am-6pm, except by hand</b></li> <li>○ <b>Irrigation system limit of 15 minutes</b></li> <li>○ <b>No excessive water flow or runoff</b></li> <li>○ <b>No washing down hard or paved surfaces</b></li> <li>○ <b>Fix leaks within reasonable time (within ___ days of notice)</b></li> <li>○ <b>Fountains only with re-circulating water</b></li> <li>○ <b>Restaurants only serve water on request</b></li> <li>○ <b>Wash vehicles only with</b></li> </ul>	<p align="center"><i>Up to 10% Anticipated Shortage</i></p> <p>Same as Permanent +</p> <ul style="list-style-type: none"> <li>○ <b>Watering limited to 3 days a week</b></li> <li>○ <b>Fix leaks within 72 hours</b></li> </ul>	<p align="center"><i>Up to 20%</i></p> <p>Same as Permanent &amp; Level 1 +</p> <ul style="list-style-type: none"> <li>○ <b>Watering limited to 2 days a week</b></li> <li>○ <b>Fix leaks within 48 hours</b></li> <li>○ <b>No filling or re-filling ornamental lakes or ponds</b></li> <li>○ <b>Wash vehicles only at car wash with re-circulating system</b></li> <li>○ <b>No filling residential pools or outdoor spas</b></li> </ul>	<p align="center"><i>More than 20%</i></p> <p>Same as Permanent, Level 1 &amp; Level 2 +</p> <ul style="list-style-type: none"> <li>○ <b>No watering or irrigating with certain exceptions</b></li> <li>○ <b>Fix leaks within 24 hours</b></li> <li>○ <b>No new potable water service</b></li> </ul>

<p>bucket or shut-off nozzle</p> <ul style="list-style-type: none"> <li>○ <b>Hotels must provide guests option to not launder linen daily</b></li> <li>○ <b>No installation of single-pass cooling systems</b></li> <li>○ <b>No installation of non re-circulating car wash systems</b></li> <li>○ Restaurants must use conserving nozzles</li> </ul>			
<p><b><u>Administration &amp; Penalties</u></b></p> <ul style="list-style-type: none"> <li>○ <b>Administrative penalties</b></li> <li>○ Civil fines, flow restrictor or disconnect service after 4<sup>th</sup> violation</li> <li>○ Misdemeanor</li> <li>○ <b>Reporting mechanism</b></li> </ul>	<p>Same as Permanent</p>	<p>○</p>	<p>○</p>

\* **Bold Items required for certain Metropolitan funding of conservation and local projects.**