HANNEL ISLANDS BEACH



KRISTINA BREWER, President MICHAEL LEBOW, Vice President JARED BOUCHARD, 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

BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

NOTICE IS HEREBY GIVEN that the Board of Directors of the Channel Islands Beach Community Services District will hold a Regular Board Meeting beginning at 5:00 P.M. on Tuesday December 10, 2024. <u>The</u> <u>meeting will be held at the Channel Islands Beach Community Services</u> <u>District 353 Santa Monica Drive., Channel Islands Beach, CA 93035.</u>

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 November 2024

- 3. Minutes:
 - a. November 12, 2024, Regular Board Meeting
 - b. December 05, 2024, Special Board Meeting
- 4. Authorize customer request for relief from water charges due to leaks on the property consistent with Resolution 16-06:

	Account Number	Water Relief	Sewer Relief	Total Relief
а.	08360-04	\$185.40	\$484.34	\$669.74
b.	03710-01	\$0.00	\$13.84	\$13.84
C.	00000916	\$107.55	\$297.53	\$405.08
				\$1088.66

D. ACTION CALENDAR:

- 2025 HOLIDAY SCHEDULE AND BOARD MEETING DATES Recommendation:

 Approve 2025 Holiday Schedule and Board Meeting Dates.
- 2. REQUEST BY THE CITY OF PORT HUENEME TO TERMINATE CROSS BASE PIPELINE AGREEMENT Recommendation:

 Board Discretion

E. INFORMATION CALENDAR:

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

F. BOARD MEMBER COMMENTS:

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

AGENDA POSTING CERTIFICATION

This agenda was posted Thursday, December 5, 2024, 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 Lane
- Corner Store, 2425 Roosevelt Blvd.
- District Office, 353 Santa Monica Drive

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

Peter Martinez

Peter Martinez *C* 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.

From 11/01/2024 through 11/30/2024

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
11/04/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		429.00	306,284.19
11/05/2024		QB:DEPOSIT	1200 - Accounts Recei	Vanco		1,152.36	307,436.55
11/05/2024		QB:DEPOSIT	1200 - Accounts Recei	CUSI		2,517.01	
11/05/2024		-	1200 - Accounts Recei	CUSI			309,953.56
11/06/2024		QB:DEPOSIT				3,920.87	313,874.43
		QB:DEPOSIT	1200 - Accounts Recei	Vanco		6,620.59	320,495.02
11/06/2024		QB:DEPOSIT	1200 - Accounts Recei	CUSI		1,020.10	321,515.12
11/06/2024		QB:DEPOSIT	1200 - Accounts Recei	Vanco		8,728.38	330,243.50
11/06/2024		Amazon Capital Serv	2000 - Accounts Payable		414.41		329,829.09
11/06/2024	9140	Atlantis Utility, INC.	2000 - Accounts Payable		221.00		329,608.09
11/06/2024	9141	AWA	2000 - Accounts Payable	D. Brock, C. R	150.00		329,458.09
11/06/2024	9142	CASA	2000 - Accounts Payable		2,810.00		326,648.09
11/06/2024	9143	City of Oxnard	2000 - Accounts Payable	Aug/Sep 24	8,562.06		318,086.03
11/06/2024	9144	City of Oxnard-Utilit	2000 - Accounts Payable		8,562.06		309,523.97
11/06/2024	9145	County of Ventura	2000 - Accounts Payable	353 Santa Mon	245.00		309,278.97
11/06/2024	9146	Famcon Pipe and Su	2000 - Accounts Payable		26.81		309,252.16
11/06/2024	9147	FGL Environmental I	2000 - Accounts Payable		241.00		309,011.16
11/06/2024	9148	Hollister & Brace	2000 - Accounts Payable		2,737.73		306,273.43
11/06/2024	9149	National Trench Safety	2000 - Accounts Payable	3728 Ocean Dr	455.87		305,817.56
11/06/2024	9150	Underground Service	2000 - Accounts Payable		28.50		305,789.06
11/06/2024	9151	FGL Environmental I	2000 - Accounts Payable		270.00		305,519.06
11/06/2024	9152	ACWA	2000 - Accounts Payable	2025 Dues	12,230.00		293,289.06
11/06/2024	9153	OnePlus Integrations	2000 - Accounts Payable		8,359.28		284,929.78
11/07/2024	9154	Jesus N. Navarro	2000 - Accounts Payable	Reimbursement	492.00		284,437.78
11/07/2024	9155	Michael K. Nunley	2000 - Accounts Payable		13,917.00		270,520.78
11/08/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/7		300.00	270,820.78
11/08/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/7		0.12	270,820.90
11/08/2024		QB:DEPOSIT	1200 - Accounts Recei	Dep 11/7		7,259.93	278,080.83
11/08/2024		QB:DEPOSIT	1200 - Accounts Recei	Dep 11/7		9,168.66	287,249.49
11/08/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/5		4,668.89	291,918.38
11/08/2024		QB:DEPOSIT	1200 - Accounts Recei	Dep 11/1		156.85	292,075.23
11/08/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11-7		310.10	292,385.33
11/08/2024		QB:DEPOSIT	1200 - Accounts Recei	CUSI		998.10	293,383.43
11/08/2024		QB:DEPOSIT	1200 - Accounts Recei	Vanco		4,115.94	297,499.37
11/08/2024	9156	Diener's Electric, Inc.	2000 - Accounts Receil	v aneo	1,767.52	т,115.7т	
		Erika Davis	2000 - Accounts Payable 2000 - Accounts Payable	VOID: Wellnes			295,731.85
11/08/2024			-		Х	605 17	295,731.85
11/12/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		685.17 2 728 41	296,417.02
11/12/2024		QB:DEPOSIT	1200 - Accounts Recei	Vanco		3,728.41	300,145.43
11/13/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/12		6,702.96	306,848.39
11/13/2024		QB:DEPOSIT	1200 - Accounts Recei	Dep 11/7		121.00	306,969.39
11/13/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/13		14,809.23	321,778.62

From 11/01/2024 through 11/30/2024

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
11/12/2024	DED	OD.DEDOSIT	1200 Accounts Boosi	Dag 11/12			1 095 67	222 764 20
11/13/2024 11/13/2024		QB:DEPOSIT	1200 - Accounts Recei	Dep 11/12 CUSI			1,985.67	323,764.29
	EDEP	QB:DEPOSIT	1200 - Accounts Recei				1,352.72	325,117.01
11/13/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco	102 17		1,873.55	326,990.56
11/13/2024	9158	A to Z Law, LLP	2000 - Accounts Payable		192.17			326,798.39
11/13/2024	9159	AWA	2000 - Accounts Payable	D. Brock, R.R1	120.00			326,678.39
11/13/2024	9160	Badger Meter	2000 - Accounts Payable		1,855.35			324,823.04
11/13/2024	9161	Base Auto Parts and	2000 - Accounts Payable		7.05			324,815.99
11/13/2024	9162	Brown Armstrong A	2000 - Accounts Payable		233.75			324,582.24
11/13/2024	9163	City of Oxnard	2000 - Accounts Payable		563.75			324,018.49
11/13/2024	9164	CRISSY PERRIS	2000 - Accounts Payable	CUST REFUND	150.00			323,868.49
11/13/2024	9165	DANIEL KITAY	2000 - Accounts Payable	CUST. REFUND	150.00			323,718.49
11/13/2024	9166	DAVID HOLZBORN	2000 - Accounts Payable	CUST. REFUND	150.00			323,568.49
11/13/2024	9167	Erika Davis	2000 - Accounts Payable	Wellness Bene	113.00			323,455.49
11/13/2024	9168	ESQUIRE PROPER	2000 - Accounts Payable	cust refund 375	150.00			323,305.49
11/13/2024	9169	FGL Environmental I	2000 - Accounts Payable		301.00			323,004.49
11/13/2024	9170	Golden State Copier	2000 - Accounts Payable	Ink	263.15			322,741.34
11/13/2024	9171	JOHN SPITLER	2000 - Accounts Payable		150.00			322,591.34
11/13/2024	9172	JOSEPH RUFFNER	2000 - Accounts Payable	CUST. REFUND	17.96			322,573.38
11/13/2024	9173	MELINDA GILE	2000 - Accounts Payable	CUST. REFUND	150.00			322,423.38
11/13/2024	9174	MELISSA CHAN	2000 - Accounts Payable	CUST. REFUND	150.00			322,273.38
11/13/2024	9175	Miguel Zavalza	2000 - Accounts Payable		150.00			322,123.38
11/13/2024	9176	MIKE DEDEMONI	2000 - Accounts Payable	CUST REFUND	150.00			321,973.38
11/13/2024	9177	Pacific Couriers	2000 - Accounts Payable		316.75			321,656.63
11/13/2024	9178	RACHAEL MACFA	2000 - Accounts Payable		150.00			321,506.63
11/13/2024	9179	RICK RAMOS	2000 - Accounts Payable	CUST. REFUND	150.00			321,356.63
11/13/2024	9180	SARA OLOTEO	2000 - Accounts Payable	CUST. REFUND	66.26			321,290.37
11/13/2024	9181	SCOTT RAHN	2000 - Accounts Payable		150.00			321,140.37
11/13/2024	9182	Great American Fina	2000 - Accounts Payable		163.82			320,976.55
11/13/2024		QuickBooks Payroll	-split-	Created by Pay	27,505.12			293,471.43
11/13/2024	To Print	Carol J Dillon	-split-	Direct Deposit	.)	Х		293,471.43
11/13/2024	To Print	Chaz C Ryan	-split-	Direct Deposit		X		293,471.43
11/13/2024	To Print	E.D. Brock	-split-	Direct Deposit		X		293,471.43
11/13/2024	To Print	Erica M Pena	-split-	Direct Deposit		X		293,471.43
11/13/2024	To Print	Erika F Davis	-split-	Direct Deposit		X		293,471.43
11/13/2024 11/13/2024	To Print	Jesus Navarro	-	Direct Deposit		л Х		
			-split-	Direct Deposit		л Х		293,471.43
11/13/2024	To Print	Peter A. Martinez	-split-	-				293,471.43
11/13/2024	To Print	Rick J Rivera	-split-	Direct Deposit		Х	2 200 72	293,471.43
11/14/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			2,200.73	295,672.16
11/14/2024		QB:DEPOSIT	1200 - Accounts Recei	Vanco			4,926.48	300,598.64
11/14/2024	EDEP	AT & T	6 - Administrative Exp	11-01-24	1,016.91			299,581.73

From 11/01/2024 through 11/30/2024

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
11/14/2024	EDEP	So. California Edison	2 - Sewer System Expe	11-12-24	1,108.00		298,473.73
11/14/2024	EDEI		2 - Sewer System Expe2 - Sewer System Expe	11-12-24	633.77		
			5 1				297,839.96
11/14/2024		Spectrum	6 - Administrative Exp	11-1-24 E-minute Com	418.14		297,421.82
11/14/2024	9183	Pacific Low Voltage	2000 - Accounts Payable	Equipment Con	3,770.00		293,651.82
11/14/2024	9184	S.L. Leonard & Asso	2000 - Accounts Payable		2,318.76		291,333.06
11/14/2024	9185	Smartcover Systems	2000 - Accounts Payable	Smartcover An	8,127.00	504.05	283,206.06
11/15/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		704.37	283,910.43
11/15/2024		QB:DEPOSIT	1200 - Accounts Recei	Vanco		1,179.57	285,090.00
11/15/2024		Vanco Chrg	6 - Administrative Exp	11-24	90.70		284,999.30
11/15/2024	ACH	Banc of California	6 - Administrative Exp	11-24 Analysis	23.78		284,975.52
11/15/2024	9186	CUSI	2000 - Accounts Payable		74.50		284,901.02
11/18/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		680.70	285,581.72
11/18/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		3,315.22	288,896.94
11/18/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Customer mont		99,150.73	388,047.67
11/18/2024	ACH	SEIU, Local 721	*2020 - Payroll Liabilit	pr pd 10-26- to	83.75		387,963.92
11/18/2024	ACH	CalPERS	-split-	py prd 10-12-2	4,639.36		383,324.56
11/18/2024	ACH	CalPERS	-split-	py prd 10-26-2	4,639.36		378,685.20
11/18/2024	ACH	Nationwide Retirement	-split-	py ord 10-12-2	2,362.52		376,322.68
11/18/2024	ACH	Nationwide Retirement	-split-	py prd 10-26-2	2,206.60		374,116.08
11/18/2024	ACH	CalPERS	-split-	Medical	13,901.15		360,214.93
11/18/2024	RETCK	QB:Returned Item	1200 - Accounts Recei	Ackerman	109.21		360,105.72
11/19/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		2,059.09	362,164.81
11/19/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Draft Monthly		35,917.06	398,081.87
11/20/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		2,103.81	400,185.68
11/20/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		2,508.55	402,694.23
11/21/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		658.50	403,352.73
11/21/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		1,999.10	405,351.83
11/22/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/21		194.90	405,546.73
11/22/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/14		3,107.13	408,653.86
11/22/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/19		13,471.41	422,125.27
11/22/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/14		6,165.07	428,290.34
11/22/2024		QB:DEPOSIT	1200 - Accounts Recei	Dep 11/14		18,120.36	446,410.70
11/22/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/18		8,305.86	454,716.56
	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/21		16,506.52	471,223.08
	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		396.96	
	EDEP		1200 - Accounts Recei	Vanco		390.90 3,299.40	471,620.04
11/22/2024		QB:DEPOSIT		v alleo	200.00	3,279.40	474,919.44
11/22/2024	9187	805 Cleaning Services	2000 - Accounts Payable	Auto a 10	300.00		474,619.44
11/22/2024	9188	ACWA/Joint Powers	2000 - Accounts Payable	Auto and Gene	35,088.09		439,531.35
11/22/2024	9189	Streamline Office So	2000 - Accounts Payable		185.22		439,346.13
11/22/2024	9190	CUSI	2000 - Accounts Payable		89.50		439,256.63

From 11/01/2024 through 11/30/2024

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
11/22/2024	9191	FGL Environmental I	2000 - Accounts Payable		241.00			439,015.63
11/22/2024	9192	EJ Harrison & Sons,	2000 - Accounts Payable 2000 - Accounts Payable		54,409.62			384,606.01
11/22/2024	9193	Wex Bank	2000 - Accounts Payable 2000 - Accounts Payable		1,536.66			383,069.35
11/22/2024	9194	Robert Lostutter	2000 - Accounts Payable 2000 - Accounts Payable		3,000.00			380,069.35
11/22/2024	9194 9196	Pacific Low Voltage	2000 - Accounts Payable 2000 - Accounts Payable	Equipment Con	3,000.00			376,299.35
11/22/2024	EDEP	0	1200 - Accounts Payable	Equipment Con Correction	3,770.00		0.05	376,299.33
11/25/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			408.15	
		QB:DEPOSIT						376,707.55
11/25/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco	210.20		3,564.55	380,272.10
11/25/2024	ACH	So. California Edison	2 - Sewer System Expe	11-14-24	310.39			379,961.71
11/25/2024		Frontier	6 - Administrative Exp	11-15-24	414.93			379,546.78
	ACH	Aflac	*2020 - Payroll Liabilit		309.26			379,237.52
11/25/2024		Tampa Hardware 2	-split-	10-31-24	79.17			379,158.35
11/25/2024	ACH	Aflac	*2020 - Payroll Liabilit		463.89			378,694.46
11/25/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	11-22-24	0.05			378,694.41
11/25/2024	9195	PHWA	2000 - Accounts Payable		90,260.31			288,434.10
11/25/2024		QuickBooks Payroll	-split-	Created by Pay	27,652.85			260,781.25
11/25/2024	To Print	Carol J Dillon	-split-	Direct Deposit		Х		260,781.25
11/25/2024	To Print	Chaz C Ryan	-split-	Direct Deposit		Х		260,781.25
11/25/2024	To Print	E.D. Brock	-split-	Direct Deposit		Х		260,781.25
11/25/2024	To Print	Erica M Pena	-split-	Direct Deposit		Х		260,781.25
11/25/2024	To Print	Erika F Davis	-split-	Direct Deposit		Х		260,781.25
11/25/2024	To Print	Jesus Navarro	-split-	Direct Deposit		Х		260,781.25
11/25/2024	To Print	Peter A. Martinez	-split-	Direct Deposit		Х		260,781.25
11/25/2024	To Print	Rick J Rivera	-split-	Direct Deposit		Х		260,781.25
11/26/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			1,314.57	262,095.82
11/26/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco			2,067.65	264,163.47
11/26/2024	RETCK	QB:Returned Item	1200 - Accounts Recei	Shapiro	13.04			264,150.43
11/26/2024	RETCK	QB:Returned Item	1200 - Accounts Recei		130.04			264,020.39
11/27/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco			811.56	264,831.95
11/27/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			2,485.29	267,317.24
11/27/2024		Nationwide Retirement	-split-	py pd 11-09-24	2,217.15			265,100.09
11/27/2024		CalPERS	-split-	py pd 11-09 to	4,639.36			260,460.73
11/27/2024		SCE- Office	-split-	11-20-24	294.14			260,166.59
11/29/2024		QB:DEPOSIT	1200 - Accounts Recei	Vanco	.,		555.77	260,722.36
11/29/2024		QB:DEPOSIT	1200 - Accounts Recei	CUSI			2,061.54	262,783.90
11/20/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/26			26,995.20	289,779.10
				-			9,539.50	299,318.60
11/30/2024	DEF	QB:DEPOSIT	1200 - Accounts Recei	Dep 11/25			9,339.30	299,318.0

MINUTES OF THE

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

REGULAR BOARD MEETING, November 12, 2024

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

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

B. PUBLIC COMMENTS:

Sheriff Cameron Simpkins reported that there was very little activity on the beach, only one vandalism incident. Sheriff Simpkins said that the Sherriff's Department is planning an outreach event for the public.

C. CONSENT CALENDAR:

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

Brewer, Lebow, Bouchard, Debley 4 - Yes 0 -No

D. ACTION CALENDAR:

1. LOCAL AGENCY FORMATION COMMISSION CANDIDATE SELECTION

General Manager Martinez explained that there are 29 independent special districts eligible to vote in this election and cast ballot for one candidate. Director Bouchard made the motion to cast ballot for Chris Stephens. Board discussion ensued. Director Debley seconded the motion. The motion passed.

ROLL CALL VOTE: Brewer: ABSTAIN Lebow: YES, Bouchard: YES, Debley: YES 3 - Yes 0 – No 1- Abstain

2. NOMINATIONS FOR VENTURA REGIONAL SANITATION DISTRICT (VRSD)

General Manager Martinez explained that the Ventura Regional Sanitation District (VRSD) is governed by a 9-member Board comprised City Council members from eight cities and one Director from Special Districts. Annual selection of a Board member attendee from each Special District Board to attend the annual Special District Committee meeting held at 10 am on first Monday in December each year is required. One of the four existing Board members must be appointed. Director Debley made the motion to appoint President Brewer. Vice President Lebow seconded the motion. The motion passed.

ROLL CALL VOTE: Brewer: YES Lebow: YES, Bouchard: YES, Debley: YES

4 - Yes 0 – No

3. APPROVAL OF ANNUAL INVESTMENT POLICY

Office Manager Dillon stated that the investment policy applies to all financial assets of the District and must be approved by the Board of Directors annually. This clarifies where the District is allowed to invest and assures the District is compliance. Director Bouchard made the motion to approve the Annual Investment Policy. President Brewer seconded the motion. The motion passed.

ROLL CALL VOTE: Brewer: YES Lebow: YES, Bouchard: YES, Debley: YES 4 - Yes 0 - No

4. DISTRICT ADMINISTRATION AND OPERATIONS FACILITY CONSTRUCTION UPDATE

General Manager Martinez reported that the project is 95% complete financially and the District still holds a 10% retention. General Manager Martinez said that the issue postponing completion of the project is with the elevator and the power design. Once that is resolved, the next step is to call for State inspection. General Manager Martinez said he is hopeful that the ribbon cutting with take place at the beginning of January 2025.

E. INFORMATION CALENDAR:

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

Vice President Lebow said he attended the September 16, 2024, and October 21, 2024, Port Hueneme Water Agency meeting. Vice President Lebow said the meetings were primarily the Consent Calendar and Operations Report so there was not much to report. Director Debley stated he also attended the October 21, 2024, PHWA meeting as the alternate for Director Bouchard.

F. BOARD MEMBER COMMENTS:

Director Debley reported that over 200 dwellings were damaged in the Mountain Fire.

Director Bouchard said he would like to find some way as a community to honor Bob Nast and suggested that as passionate as an environmentalist Bob was that possibly dedicating the solar powered carport in the new building to Bob would be a good way to do this.

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel had no comment.

General Manager said the County Election Division said that the District can appoint the Board member for the new term in accordance with California Government Code Section 1780.

The Board Meeting adjourned at 5:35 p.m.

Kristina Brewer, President

MINUTES OF THE

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

SPECIAL BOARD MEETING, December 5, 2024

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

The Special Board Meeting was called to order at 10:01 a.m. In attendance President Brewer, Vice President Lebow, Director Bouchard, General Manager, Peter Martinez, General Counsel, Dennis McNulty, Clerk of the Board, Erika Davis, and Operations Manager Jesus "Chuy" Navarro.

Director Debley was absent.

B. PUBLIC COMMENTS:

None.

C. CONSENT CALENDAR:

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

Brewer: YES, Lebow: YES, Bouchard: YES 3 - Yes 0 – No

D. ACTION CALENDAR:

The Board conducted interviews for the Board of Directors vacancy. Director Bouchard made the motion to appoint Shawn Thomas to the Board of Directors for the new term beginning January 2025. Vice President Lebow seconded the motion. The motion passed.

Brewer: YES, Lebow: YES, Bouchard: YES 3 - Yes 0 - No

E. BOARD MEMBER COMMENTS:

None.

F. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

None.

The Board Meeting adjourned at 10:22 a.m.

Kristina Brewer, President

HANNEL ISLANDS BEACH

COMMUNITY SERVICES DISTRICT

KRISTINA BREWER, President MICHAEL LEBOW, Vice President JARED BOUCHARD, 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 December 10, 2024

To:Board of DirectorsFrom:CJ Dillon, Office ManagerSubject:2025 Holiday Schedule and Board Meeting DatesItem No.D-1

RECOMMENDATION:

Approve 2025 Holiday Schedule and Board Meeting Dates.

FINANCIAL IMPACT: None

BACKGROUND/DISCUSSION:

The Board is required annually to adopt a meeting schedule and holiday schedule for the upcoming year. The holidays scheduled are the approved holidays in the memorandum of understanding (MOU) with unionized employees and are consistent with previous calendar years.

The proposed schedule includes paid holidays, floating holidays, and furlough days – defined as follows:

- **Paid holiday** District office is closed, and staff is compensated for time off.
- **Floating holiday** District office is open, and staff may choose to take the day off or bank hours for a future day.
- **Unpaid Holiday (furlough)** District office is closed, and staff is not compensated. Staff may choose to forego pay or use annual leave hours.

Regularly scheduled meetings are proposed to take place on the second Tuesday of every month at 5:00 PM, and a second meeting on the fourth Tuesday in the month of April if needed for budget review. In 2025, Veterans Day falls on our regular board meeting day. We have moved the Tuesday, November 11th meeting to Wednesday, November 12th, 2025 with Board approval.

Upon Board approval at this meeting, staff will include the schedules in the January 2024 Utility Billing.

ATTACHMENTS:

1. Holiday and Board Meeting Schedule



2025 Holiday Schedule

Effective January 1, 2025

805.985.6021 www.cibcsd.com

Holiday	Date of Closure	Day	Office Status	Trash Service
New Years 2025	12/24/24-1/1/2025	1 week	Closed	Thurs Service Delayed 1 Day
MLK Day	1/20/2025	Monday	Closed	Regular Service
Presidents day	2/17/2025	Monday	Closed	Regular Service
Cesar Chavez Day	3/31/2025	Monday	Open	Regular Service
Memorial Day	5/26/2025	Monday	Closed	Delayed One Day
Independence Day	7/4/2025	Friday	Closed	Regular Service
Labor Day	9/1/2025	Monday	Closed	Delayed One Day
Indigenous People Day	10/13/2025	Monday	Open	Regular Service
Veterans Day	11/11/2025	Tuesday	Closed	Regular Service
Thanksgiving	11/27/2025	Thursday	Closed	Thur. Service Delayed 1 Day
Thanksgiving (Day after)	11/28/2025	Friday	Closed	Regular Service
Christmas Eve THRU	12/24/2025	Wednesday Thru	Closed	Thur. Service Delayed 1 Day
New Years Day 2026	1/1/2026	Thursday	Closed	Thur. Service Delayed 1 Day

2025 Board Meeting Schedule

Meetings are held on the **<u>second Tuesday</u>** of every month at 5:00 PM Regular Scheduled meetings in the same month are held on the 4th Tuesday Please Check posted Agendas for dates and locations of meetings.

Month	1st Meeting	2nd Meeting
January	1/14/2025	
February	2/11/2025	
March	3/11/2025	
April	4/8/2025	4/22/2025
Мау	5/13/2025	
June	6/10/2025	
July	7/8/2025	
August	DARK	
September	9/9/2025	
October	10/14/2025	
November	11/12/2025	Wednesday
December	12/9/2025	

Regular Location	Alternate Location
Marcia Marcus Board Room	Hollywood Beach School
353 Santa Monica Drive	4000 Sunset Lane
Channel Islands Beach, CA 93035	Channel Islands Beach, CA 93035

Board of Directors:



COMMUNITY SERVICES DISTRICT

KRISTINA BREWER, President MICHAEL LEBOW, Vice President JARED BOUCHARD, 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, December 10, 2024

To: Board of Directors

D-2

From: Pete Martinez, General Manager

Subject: Request by the City of Port Hueneme to Terminate Cross Base Pipeline Agreement

Item:

RECOMMENDATION:

1. Board Discretion.

BACKGROUND/DISCUSSION:

On September 13, 2022, the Board of Directors approved an agreement between the City of Port Hueneme (City) and the Channel Islands Beach Community Services District (District) for the City's reservation of capacity (base charge) in the Cross Base Pipeline. At this time, the City intended to connect to the District turnout located on the NBVC-PH near Panama Drive and Santa Monica Drive. The City desired to use the Cross Base Pipeline to provide water service to the northwest portion of its geographical limits. To accomplish this, the City intended to construct at its sole cost and expense, an extension of the Cross Base Pipeline that would have terminated approximately 6,500 feet near the intersection of Victoria Avenue and Channel Islands Boulevard.

The City has recently informed the District of a change in its water capital project outlay priorities. As a result, the City has respectfully requested to terminate the agreement. This decision reflects a shift in their long-term planning and resource allocation strategies. To date, the City has made two payments totaling \$70,000 (\$35,000 each). However, during this period, the City has not utilized the pipeline for water delivery or began construction of the aforementioned extension of the Cross Base Pipeline.

Staff is asking the board for direction on whether or not to proceed with termination of the current Cross Base Pipeline Agreement with the City of Port Hueneme.

ATTACHMENT: Cross Base Pipeline Agreement

CROSS BASE PIPELINE AGREEMENT

This Agreement ("Agreement") is made and entered into effective as of November 7, 2022 ("Effective Date"), by and between the Channel Islands Beach Community Services District, a governmental entity formed pursuant to California Government Code Section 61000, et seq. ("District") and the City of Port Hueneme ("City"), a California municipal corporation.

RECITALS

A. In 1996, District constructed that certain water pipeline extending from the intersection of Pleasant Valley Road and San Pedro Street to the intersection of Santa Monica Drive and Panama Drive as more particularly depicted on Exhibit "A" attached hereto (the "Cross Base Pipeline"). Currently, District exclusively uses the Cross Base Pipeline to provide water from the Port Hueneme Water Agency ("PHWA") to subscribers within the District's geographical limits.

B. City desires to use the Cross Base Pipeline to provide water service to the northwest portion of its geographical limits. To accomplish this service, City intends to construct, at its sole cost and expense, an extension to the Cross Base Pipeline which connects at the current terminus of the Cross Base Pipeline and ends approximately 6,500 feet distant at the intersection of Channel Island Boulevard and Victoria Avenue, as more particularly depicted on Exhibit "A" (the "**Pipeline Extension**").

C. Upon completion of the Pipeline Extension, District has agreed to permit City to use the Cross Base Pipeline for purposes of wheeling water to the Pipeline Extension on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, City and District hereby agree as follows:

1. <u>Construction of Pipeline Extension</u>. City shall construct the Pipeline Extension at its sole cost and expense. The Pipeline Extension shall include the installation of a flow meters capable of recording peak and monthly flows. Flow meters shall be installed at a turnout located where the Pipeline Extension connects to the Cross Base Pipeline and any additional turnouts on the Pipeline Extension. City shall also install a turnout near the intersection of Victoria Avenue and Channel Islands Boulevard for potential future connection by District as set forth in <u>Paragraph 7</u> below. Prior to commencing construction on the Pipeline Extension, City shall submit detailed plans and specifications to District and shall obtain prior District's written approval, which shall not be unreasonably withheld. Without limiting its approval rights, District may withhold its approval if District determines the plans and specifications, isolation valves, or ability to meet anticipated demands.

2. <u>City Use of Cross Base Pipeline</u>.

a. <u>Capacity</u>. During the term of this Agreement, City shall have the right to a maximum capacity of 1,300 gallons per minute during peak hour demand. If City exceeds this capacity, District shall promptly provide written notice of the violation. Should City receive

written notice of exceeding this capacity more than three (3) times during any 12-month rolling period, District may, in its sole discretion, elect one of the following remedies:

(1) District may install equipment or otherwise modify its existing Cross Base Pipeline infrastructure, at City's sole cost and expense, to prevent or mitigate further instances of City exceeding capacity limits. City shall reimburse District for such work within thirty (30) days after receipt of an invoice and reasonable documentation describing the work performed;

(2) District may adjust the next annual Base Charge based on the new peak hour demand factor during the prior year as set forth in the calculations attached hereto as Exhibit "B". District shall notify City of such increase in the annual Base Charge at least thirty (30) days prior to the next anniversary of the Effective Date. In the event there are no further capacity violations, During each subsequent year after an increase pursuant to this subparagraph (2), the Base Charge shall be decreased to the amount of the original Base Charge as adjusted by the CPI, under Paragraph 4 below.

b. <u>Pressure and Velocity Limits</u>. At all times during the term of this Agreement, City's use of the Pipeline Extension shall comply with the following conditions:

(1) City's use shall not reduce the water pressure available to District below 72 psi as measured at upstream side of the connection between the Cross Base Pipeline and Pipeline Extension.

(2) City's use shall not cause the water velocity in the Cross Base Pipeline to exceed 10 feet per second during fire flow conditions or 5 feet per second during non-fire flow operation.

If City exceeds the limits set forth in this subparagraph (b), District shall have the right to install equipment or otherwise modify its existing Cross Base Pipeline infrastructure, at City's sole cost and expense, to prevent or mitigate further instances of City exceeding such limits. City shall reimburse District for such repairs within thirty (30) days after receipt of an invoice and reasonable documentation describing the work performed.

c. <u>Monitoring</u>. City shall provide District with real-time data from the turnout at the connection between the Cross Base Pipeline and Pipeline extension as well as all future turnouts by means of remote connection. If City fails to maintain the flow monitoring equipment in good working condition, District may repair the same at City's sole cost and expense. City shall reimburse District for such repairs within thirty (30) days after receipt of an invoice and reasonable documentation describing the work performed.

3. <u>Term</u>.

a. <u>Initial Term</u>. The initial term of this Agreement shall commence on the Effective Date and expire on June 30, 2036.

b. Extension Term(s). After the expiration of the initial term, this Agreement shall automatically extend for successive ten (10)-year periods, unless either party provides notice of termination to the other no later than one (1) year prior to the end of the then existing term. Each such ten-year extension shall be referred to herein as an "Extension Term."

c. <u>City's Right to Terminate During Extension Term</u>. During each Extension Term, City shall have a right to terminate this Agreement, for any reason, by providing District with 30 days' advance written notice and the termination payment set forth in this Section. In the event such termination occurs at any time within the first five (5) years of an Extension Term, City shall pay a termination fee equal to the unpaid Base Charges remaining for the duration of the first five years of the Extension Term. In the event such termination occurs at any time after the first five (5) years of the Extension Term, City shall pay a termination fee equal to the remaining annual Base Charge payable for the duration of such Extension Term.

4. <u>Payment.</u>

a. <u>Base Charge</u>. In consideration for the rights contained in this Agreement, City shall pay to District an annual amount of \$35,000.00 ("**Base Charge**"). The calculation utilized by the parties to determine the initial Base Charge is set forth on <u>Exhibit "B"</u> attached hereto. City shall pay the first Base Charge within thirty (30) days after the Effective Date. Each subsequent Base Charge shall be payable within 30 days after each annual anniversary of the Effective Date.

b. <u>Escalation of Base Charge</u>. For years commencing October 1, 2023 through the remainder of the term of this Agreement, the Base Charge shall be increased, but not decreased, by reference to the CPI Index. Such escalations shall be calculated by computing the percentage change in the CPI index for the twelve-month annual average period ending August 31 of each year, and multiplying the applicable amount to be escalated by 100% (one hundred percent) of that percentage change in the CPI. The Consumer Price Index (CPI) used shall be the Consumer Price Index-All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim, CA, not seasonally adjusted, all items index, annual average, as published by the United States Department of Labor, Bureau of Labor Statistics.

The Calculation to determine the CPI multiplier is as follows (Example):

1.	Current year CPI, Annual Average	224.6
2.	Previous Year CPI, Annual Average	221.4
3.	Change in Index (Line 1 minus Line 2)	3.2
4.	Percentage Increase (3.2/221.4)	x 100 = 1.44%

As defined, an annual average is comparing one (1) 12-month period against another 12month period.

c. <u>Nonpayment</u>. In the event City fails to timely pay the Base Charge or any other amount payable under this Agreement, District shall provide City with written notice of such default. Such notice shall advise City that failure to cure the late payment within 30 days of such notice shall result in the termination of the Agreement. If City fails to cure the delinquency within such 30-day period, District shall have the right to terminate this Agreement and all of

City's rights to use the Cross Base Pipeline set forth herein.

5. <u>Maintenance</u>. City shall maintain, at its sole cost and expense, the Pipeline Extension, and all turnouts and flow monitoring equipment connected to the Pipeline Extension in good working condition. City shall ensure the flow monitoring equipment is maintained and calibrated in accordance with manufacturer recommendations.

6. <u>Alterations</u>. City shall not make any alterations or additions to the Pipeline Extension without District's prior written consent, which shall not be unreasonably withheld. Should City make and such alterations or additions without District's consent, District may require City to remove any or all of the same at City's sole cost and expense.

7. <u>District Connection.</u> District shall have the right to connect to the turnout to be installed by City at the intersection of Victoria Avenue and Channel Islands Boulevard. Any such connection shall be completed at District's sole cost and expense. In no event, shall such connection reduce the capacity of water provided to City.

8. Indemnity. City shall indemnify, defend, and hold City harmless from any and all claims, lawsuits, losses, damages, liens, judgments, penalties, reasonable attorney and consultant fees, expenses and liabilities to the extent involving, arising from or attributable to the construction or use of the Pipeline Extension. If any action or proceeding is brought against District by reason of the forgoing matters, City shall, upon written notice, defend the same at City's sole expense by counsel reasonably satisfactory to District, and District shall cooperate with City in such defense. District need not have first paid any such claim in order for the foregoing indemnification provisions to apply.

9. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

10. <u>Counterparts/Electronic Signatures</u>. This Agreement may be executed in several counterparts and, as executed, shall constitute one agreement which shall be binding upon all the parties hereto, notwithstanding that all of the parties may not be signatory to the original or to the same counterpart. Any signature on this Agreement transmitted electronically, via facsimile or email shall have the full force and binding effect under the law as would an original signature.

IN WITNESS WHEREOF, District and City have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year above written.

DISTRICT:

CITY:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

THE CITY OF PORT HUENEME

ву:_(₩2

4

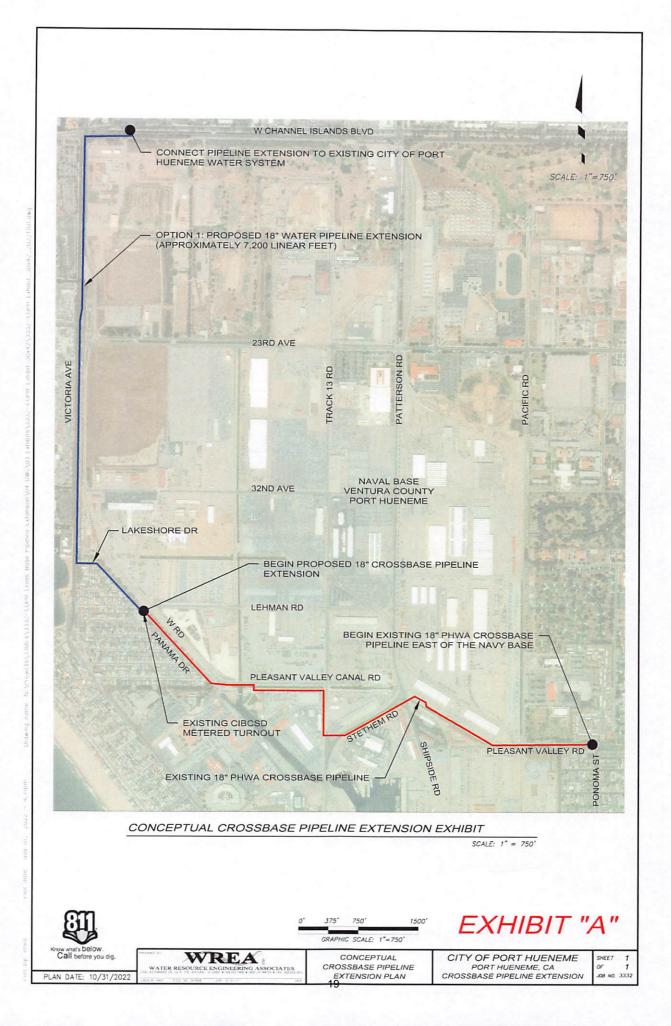


Exhibit "B"

Initial Base Charge Calculation

Asset Valuation

Calculation	[A]	[B]	[C]	[D] = [B]/[C]	[E]	[F] = [E]-[A]	[G] = [B] - [D]x[F]
1.34	Original Install Year	Installed Cost in 1997	Asset Useful Life	Yearly Depreciation	Current Year	Asset Age	Replacement Cost Less Depreciation
10.00	1997	\$737,262	100	\$7,000	2022	25	\$563,000

Calculation Inputs

Rate of Return	7.9%	[H]
COPH PHD (gpm)	1300	-
CIBCSD PHD (gpm)	644	
COPH % Total	67%	[1]
CIBCSD % Total	33%	[1]

COPH Annual Payment Calculation

Calculation	[K]=[G]x[I]	[L]=[K]x[H]	[M]=[D]x[I]	[N]=[L]+[M]
	Share of Asset	Asset Return	Depreciation	Total Annual Payment
	\$377,000	\$30,000	\$5,000	\$35,000