**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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# 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, November 8, 2022. The meeting will be held at the **District Office**Conference Room, 353 Santa Monica Drive, Channel Islands Beach, CA 93035.

The agenda is as follows:

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

#### **B. PUBLIC COMMENTS:**

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

#### C. CONSENT CALENDAR:

- 1. Approve the Agenda Order
- 2. Financial Reports:
  - a. Cash Disbursal & Receipt Report October 2022
- 3. Minutes:
  - a. October 25, 2022, 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
a.	00000252	\$14.59	\$65.19	\$79.78
				\$79.78

#### D. OPERATIONS REPORT:

#### **E. ACTION CALENDAR:**

## 1. SEWER USE AGREEMENT A-8503 BETWEEN THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT AND CITY OF OXNARD

Recommendation:

1) Board to consider and approve Sewer Use Agreement A-8503 with City of Oxnard for a ten-year term ending December 31, 2033.

### 2. BOARD APPOINTMENT TO VENTURA REGIONAL SANITATION DISTRICT Recommendation:

1) Appoint Director Nast as the Special Districts Representative on the VRSD Board.

### 3. LOCAL AGENCY FORMATION COMMISSION CANDIDATE SELECTION Recommendation:

1) Board discretion to cast vote for LAFCO candidate.

### **4. RESOLUTION NO. 22-15 RECOGNIZING DIRECTOR MARCIA MARCUS** Recommendation:

1) The Board to consider and approve Resolution No. 22-15 to commend, recognize, and extend its gratitude to Director Marcia Marcus for her 29 years of dedicated service to the District.

#### F. INFORMATION CALENDAR:

1. 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 Friday, November 4, 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.

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.

#### MINUTES OF THE

# CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT SPECIAL BOARD MEETING, October 25, 2022

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

President Bouchard called the virtual meeting to order at 11:00 A.M. In attendance, Director Brewer, Director Nast, General Manager Peter Martinez, Clerk of the Board, Erika Davis, General Counsel, John Mathews, General Counsel, Dennis McNulty, Office Manager, CJ Dillon, and Operations Manager Jesus (Chuy) Navarro.

**Vice President Marcus and Director Debley were absent.** 

#### B. PUBLIC COMMENTS:

None.

11:03 a.m. Director Debley joined the meeting.

#### C. CONSENT CALENDAR:

Director Debley made the motion to approve the Consent Calendar. Director Nast seconded the motion. The motion passed.

**ROLL CALL VOTE:** 

Bouchard: YES, Brewer: YES, Debley: YES, Nast: YES 4 - Yes 0 -No

#### D. ACTION CALENDAR:

# 1. CONSIDERATION OF RESOLUTION 22-14 ENABLING CONTINUED USE OF REMOTE TELECONFERENCE MEETINGS IN ACCORDANCE WITH ASSEMBLY BILL 361

This is a resolution required by law to continue teleconference meetings in accordance with Assembly Bill 361. There was no public comment. Director Debley made the motion to adopt Resolution No. 22-14 Enabling continued use of remote teleconference meetings in accordance with Assembly Bill 361. Director Brewer seconded the motion. The motion passed.

**ROLL CALL VOTE:** 

Bouchard: YES, Brewer: YES, Debley: YES, Nast: YES 4 - Yes 0 -No

#### 2. CALPERS PREFUNDING PROGRAMS (CEPPT and CERBT)

Using a PowerPoint presentation, Karen Lookingbill, Customer Outreach and Support Manager for CalPERS, explained the pension & OPEB cost considerations. Board discussion ensued. There was no public comment. Board asked that the Finance Committee meet for further evaluation and recommendation to the full board. No Board action was taken

#### 3. INVESTMENT POLICY AND PROPERTY TAX APPORTIONMENT

Office Manager Dillon explained the Investment Policy pointing out that Special Districts have restrictions on how the public's money can be invested. The money is currently in Ventura County pooled funds. Board asked questions. Board asked the General Manager to provide Director Nast with the County Treasury phone number. Board asked that the Finance Committee research information on other pooled funds such as school district funds, and League of California cities using historical data to compare the rates of return to the County pooled funds. Finance Committee can report back to the entire Board.

Office Manager explained the tax apportionment information. Per Prop 13, the District earns .005% of the 1.00% unincorporated property tax that the County of Ventura receives.

No Board action was taken.

#### 4. NAMING OF THE MARCIA MARCUS BOARD ROOM

General Manager Martinez asked the Board to consider and approve naming the new board room after Marcia Marcus acknowledging her dedication and years of service on the CIBCSD Board. There was no public comment. President Bouchard moved to name the new board room the "Marcia Marcus Board Room" and Director Brewer seconded the motion. The motion passed collectively.

**ROLL CALL VOTE:** 

Bouchard: YES, Brewer: YES, Debley: YES, Nast: YES 4 - Yes 0 -No

#### E. INFORMATION CALENDAR:

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

attendance was received.

President Bouchard reported that he attended the CSDA Leadership Conference in September. There was a lot of good information. The Board may benefit from having a Board norms discussion, to bring back policy and as policy setters revisit how the Board works with Staff and as a Board together. If desired, President Bouchard said he has a copy of coursework which he can share with Board.

#### F. BOARD MEMBER COMMENTS:

Director Nast thanked the Board for respecting his investment policy discussion request and bringing it back to the meeting for discussion.

Director Debley said he will be on vacation sailing during the next meeting date and may not be able to attend.

Director Debley said there was the first reading of the Ventura County building code revision. This will include a general plan that all new construction will be required to only be electric no gas.

President Bouchard wished Director Debley safe travels.

#### G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel had no comment.

General Manager Martinez said the organic waste collection began in October and the community participation has been impressive.

General Manager Martinez reminded the Board that the Community Clean Up is on November 12<sup>th</sup> from 9:00 am to 1:00 pm.

General Manager Martinez said the bid documents will be coming back to the Board hopefully in November.

hopefully in November.	
The Board Meeting adjourned at 12.53 P.M.	
Jared Bouchard, President	

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
10/02/2022	EDED	OR DEPOSIT	1200 A	CHOL		1/2.07	1 010 502 05
10/03/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		162.97	1,018,583.85
10/03/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco	266.72	523.10	1,019,106.95
10/03/2022	7745	Amazon Capital Serv	2000 - Accounts Payable		366.72		1,018,740.23
10/03/2022	7746	Badger Meter	2000 - Accounts Payable	C D : 17.1	1,732.83		1,017,007.40
10/03/2022	7747	City of Oxnard	2000 - Accounts Payable	for Period 7-1	226,393.18		790,614.22
10/03/2022	7748	CJ Dillon	•	Per Diem for C	300.00		790,314.22
10/03/2022	7749	Elevated Entitlements	2000 - Accounts Payable		75.00		790,239.22
10/03/2022	7750	Erika Davis	2000 - Accounts Payable	Per Diem CUSI	300.00		789,939.22
10/03/2022	7751	FGL Environmental I	2000 - Accounts Payable		676.50		789,262.72
10/03/2022	7752	ImageSource	2000 - Accounts Payable		333.79		788,928.93
10/03/2022	7753	Jarrod Lawrence	2000 - Accounts Payable		320.00		788,608.93
10/03/2022	7754	Miguel Zavalza	2000 - Accounts Payable		225.00		788,383.93
10/03/2022	7755	Myra Rios	2000 - Accounts Payable	Temp training	396.00		787,987.93
10/03/2022	7756	Pete Martinez	2000 - Accounts Payable	Per Diem CUS	300.00		787,687.93
10/03/2022	7757	Underground Service	2000 - Accounts Payable		25.75		787,662.18
10/03/2022	7758	Wilmington Trust Fe	2000 - Accounts Payable		2,500.00		785,162.18
10/03/2022	7759	Wilmington Trust, N	2000 - Accounts Payable		150,365.63		634,796.55
10/03/2022	7760	Keila Wilson	2000 - Accounts Payable	Per Diem and	504.94		634,291.61
10/03/2022	7761	Mission Linen & Uni	2000 - Accounts Payable		283.10		634,008.51
10/03/2022	7762	ACWA/Joint Powers	2000 - Accounts Payable	7-1-22 to 9-30	3,021.18		630,987.33
10/03/2022	7763	Keila Wilson	2000 - Accounts Payable	Mileage	204.94		630,782.39
10/04/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		388.89	631,171.28
10/04/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		977.80	632,149.08
10/04/2022	7764	Elite General Engine	2000 - Accounts Payable	Phase 2 Valve r	104,736.60		527,412.48
10/04/2022	7765	Ventura Smog N Rep	2000 - Accounts Payable	Battery, hood 1	501.57		526,910.91
10/04/2022	7766	Ventura Smog N Rep	2000 - Accounts Payable		204.00		526,706.91
10/05/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10/6		114.49	526,821.40
10/05/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		1,205.67	528,027.07
10/05/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		2,423.93	530,451.00
10/05/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		881.31	531,332.31
10/05/2022		QB:DEPOSIT	1200 - Accounts Recei	Vanco		5,060.00	536,392.31
10/05/2022	ACH	CalPers	-split-	09172022-0930	4,049.62	- /	532,342.69
10/05/2022	7767	Pacific Couriers	2000 - Accounts Payable	.,.,	276.69		532,066.00
10/05/2022	7768	IVR Technology Gro	2000 - Accounts Payable		102.12		531,963.88
10/05/2022	7700	QuickBooks Payroll	-split-	Created by Pay	27,094.48		504,869.40
10/05/2022	To Print	Carol J Dillon	-split-	Direct Deposit	21,077.70		504,869.40
10/05/2022	To Print	Casey D Johnson	-split-	Direct Deposit  Direct Deposit			504,869.40
10/05/2022	To Print	E.D. Brock	_	Direct Deposit  Direct Deposit			504,869.40
			-split-	-			
10/05/2022	To Print	Erika F Davis	-split-	Direct Deposit			504,869.40
10/05/2022	To Print	Jesus Navarro	-split-	Direct Deposit			504,869.40

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
10/05/2022	To Print	Keila E Wilson	-split-	Direct Deposit			504,869.40
10/05/2022	To Print	Mark A Espinosa	-split-	Direct Deposit			504,869.40
10/05/2022	To Print	Peter A. Martinez	-split-	Direct Deposit			504,869.40
10/06/2022	ACH	Nationwide Retirement	-split-	Prpd 8-20-22 to	3,680.71		501,188.69
10/06/2022	ACH	Nationwide Retirement	-split-	pRPD 09-17-2	3,540.07		497,648.62
10/06/2022	7769	CIBCSD-Petty Cash	2000 - Accounts Payable	prd <i>D</i> 07 17 2	66.97		497,581.65
10/07/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10/07	00.57	4,958.86	502,540.51
10/07/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10/7		7,290.50	509,831.01
10/07/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		1,120.75	510,951.76
10/07/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		2,987.23	513,938.99
10/07/2022	7770	Michael K. Nunley	2000 - Accounts Payable	vaneo	9,987.93	2,507.23	503,951.06
10/11/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI	3,507.55	691.07	504,642.13
10/11/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		7,390.14	512,032.27
10/11/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		1,581.50	513,613.77
10/12/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		4,740.12	518,353.89
10/12/2022	RETCK	QB:Returned Item	1200 - Accounts Recei	Dalton	114.49	.,,2	518,239.40
10/13/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		736.04	518,975.44
10/13/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		4,871.05	523,846.49
10/14/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		131.83	523,978.32
10/14/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		4,361.81	528,340.13
10/14/2022	RETCK	QB:Returned Item	1200 - Accounts Recei	Arosteguy	148.00	1,2 0 2 1 0 2	528,192.13
10/14/2022	RETCK	QB:Returned Item	1200 - Accounts Recei	Arosteguy	171.23		528,020.90
10/17/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		171.72	528,192.62
10/17/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		2,216.51	530,409.13
10/18/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		534.09	530,943.22
10/18/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		1,677.32	532,620.54
10/19/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-19		8,191.36	540,811.90
10/19/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-19		13,412.91	554,224.81
10/19/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-19		14,222.11	568,446.92
10/19/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-19		14,998.72	583,445.64
10/19/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-19		24,420.27	607,865.91
10/19/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		1,509.35	609,375.26
10/19/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		6,295.39	615,670.65
10/19/2022		QuickBooks Payroll	-split-	Created by Pay	27,581.36		588,089.29
10/19/2022	To Print	Carol J Dillon	-split-	Direct Deposit	X		588,089.29
10/19/2022	To Print	Casey D Johnson	-split-	Direct Deposit	X		588,089.29
10/19/2022	To Print	E.D. Brock	-split-	Direct Deposit	X		588,089.29
10/19/2022	To Print	Erika F Davis	-split-	Direct Deposit	X		588,089.29
10/19/2022	To Print	Jesus Navarro	-split-	Direct Deposit	X		588,089.29
10/19/2022	To Print	Keila E Wilson	-split-	Direct Deposit	X		588,089.29
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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/10/2022	T. D.	M I A E .	11.	D:		37		500 000 <b>3</b> 0
10/19/2022	To Print	Mark A Espinosa	-split-	Direct Deposit		X		588,089.29
10/19/2022	To Print	Peter A. Martinez	-split-	Direct Deposit		X		588,089.29
10/20/2022	ACH	QB:DEPOSIT	1200 - Accounts Recei	Draft Deposit			90,981.77	679,071.06
10/20/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			262.64	679,333.70
10/20/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco			1,970.88	681,304.58
10/20/2022		Oilfield Electric Motor	2000 - Accounts Payable	VOID: Void ck		X		681,304.58
10/20/2022	RETACH	QB:Returned Item	1200 - Accounts Recei	LaCourse	307.55			680,997.03
10/20/2022	7771	Analisa Espinosa	2000 - Accounts Payable	Phone coverage	280.00			680,717.03
10/20/2022	7772	Coastal Architects	2000 - Accounts Payable		4,421.55			676,295.48
10/20/2022	7773	CUSI	2000 - Accounts Payable		121.60			676,173.88
10/20/2022	7774	EJ Harrison & Sons,	2000 - Accounts Payable	4200 Victoria	90.00			676,083.88
10/20/2022	7775	Famcon Pipe and Su	2000 - Accounts Payable	Broken Fire Hy	3,904.97			672,178.91
10/20/2022	7776	Ferguson Waterworks	2000 - Accounts Payable		5,547.68			666,631.23
10/20/2022	7777	Jarrod Lawrence	2000 - Accounts Payable	VOID: Phone c		X		666,631.23
10/20/2022	7777	Jarrod Lawrence	2000 - Accounts Payable	Phone coverage	720.00			665,911.23
10/20/2022	7778	PHWA	2000 - Accounts Payable	VOID:		X		665,911.23
10/20/2022	7778	PHWA	2000 - Accounts Payable		63,948.41			601,962.82
10/20/2022	7779	ACWA	2000 - Accounts Payable	2023 Dues	10,810.00			591,152.82
10/20/2022	7788	Aqua-Tech Services	2000 - Accounts Payable		385.00			590,767.82
10/20/2022	7789	Ventura County Star	2000 - Accounts Payable	Amendment N	159.16			590,608.66
10/21/2022	DEP	QB:DEPOSIT	2050 - Customer Depo	Dep 10-21			150.00	590,758.66
10/21/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-21			276.33	591,034.99
10/21/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-21			350.00	591,384.99
10/21/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-21			12,486.68	603,871.67
10/21/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-21			15,305.26	619,176.93
10/21/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco			1,967.99	621,144.92
10/21/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			30,248.91	651,393.83
10/21/2022	ACH	CalPers	-split-	Py Pr 10-1-22 t	4,049.62			647,344.21
10/21/2022	ACH	CalPers	-split-	191110122	11,223.68			636,120.53
10/21/2022	ACH	SCE- Office	6 - Administrative Exp	10-20-22 2274	105.49			636,015.04
10/21/2022		Bay Alarm Company	4 - Maintenance Expen	10-15-22 11-1	300.00			635,715.04
10/21/2022		So. California Edison	-	10-14-22 1451	642.73			635,072.31
10/21/2022	ACH	AT & T	6 - Administrative Exp	10-1-22	880.22			634,192.09
			-					
10/21/2022	ACH	Frontier	6 - Administrative Exp	10-1-22	166.66			634,025.43
10/21/2022	ACH	Aflac	*2020 - Payroll Liabilit	10-15-22	235.70			633,789.73
10/21/2022	ACH	ACWA/JPIA Health	5 - Salaries & Benefits:		1,055.51			632,734.22
10/21/2022	7781	Famcon Pipe and Su	2000 - Accounts Payable		218.50			632,515.72
10/21/2022	7782	Platinum Tow & Tra	2000 - Accounts Payable		420.00			632,095.72
10/24/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI			1,714.81	633,810.53
10/24/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco			3,696.24	637,506.77

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
•							
10/24/2022	RETACH	QB:Returned Item	1200 - Accounts Recei	ACH Return Pl	290.45		637,216.32
10/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		596.73	637,813.05
10/25/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		3,439.29	641,252.34
10/25/2022	ACH	Nationwide Retirement	-split-	py pd 10/01/22	4,137.76		637,114.58
10/25/2022	7783	FGL Environmental I	2000 - Accounts Payable		597.00		636,517.58
10/25/2022	7784	SSBP	2000 - Accounts Payable		5,117.25		631,400.33
10/25/2022	7785	State Ready Mix Inc.	2000 - Accounts Payable		593.48		630,806.85
10/25/2022	7786	Famcon Pipe and Su	2000 - Accounts Payable		100.82		630,706.03
10/25/2022	7787	Traffic Technologies	2000 - Accounts Payable		1,245.45		629,460.58
10/26/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		1,919.65	631,380.23
10/26/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		4,073.43	635,453.66
10/27/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		848.25	636,301.91
10/27/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		1,305.29	637,607.20
10/28/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-28		121.00	637,728.20
10/28/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-28		126.11	637,854.31
10/28/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-28		200.00	638,054.31
10/28/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-28		230.00	638,284.31
10/28/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-28		270.00	638,554.31
10/28/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-28		709.88	639,264.19
10/28/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-28		805.71	640,069.90
10/28/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-28		2,430.79	642,500.69
10/28/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-28		4,639.08	647,139.77
10/28/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-28		5,455.38	652,595.15
10/28/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei	Dep 10-28		18,722.86	671,318.01
10/28/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		155.90	671,473.91
10/28/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		2,090.26	673,564.17
10/28/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	Vanco		345.71	673,909.88
10/28/2022	ACH	So. California Edison	2 - Sewer System Expe	10-17-22	97.66		673,812.22
10/28/2022	ACH	Spectrum	6 - Administrative Exp	Cable 10-16-22	62.51		673,749.71
10/28/2022	ACH	Spectrum	6 - Administrative Exp	Internet 10-18-22	229.98		673,519.73
10/28/2022	7790	Erika Davis	2000 - Accounts Payable		196.89		673,322.84
10/28/2022	7791	FGL Environmental I	2000 - Accounts Payable		352.00		672,970.84
10/28/2022	7793	Famcon Pipe and Su	2000 - Accounts Payable		1,008.15		671,962.69
10/28/2022	7794	Sam Hill & Sons, Inc.	2000 - Accounts Payable	Camarillo Ave	9,409.63		662,553.06
10/31/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei	CUSI		669.41	663,222.47
10/31/2022	ACH	CalPers	-split-	py pd 10-15-22	4,049.62		659,172.85
10/31/2022	7795	EJ Harrison & Sons,	2000 - Accounts Payable		50,452.78		608,720.07



**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

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#### Regular Board Meeting, November 8, 2022

To: Board of Directors

From: Peter Martinez, General Manager

Subject: Sewer Use Agreement A-8503 between the Channel Islands Beach

**Community Services District and City of Oxnard.** 

Item No. E-1

#### RECOMMENDATION

Board to consider and approve Sewer Use Agreement A-8503 with City of Oxnard for a ten-year term ending December 31, 2033.

#### **BACKGROUND**

The District sewer service area is located in the unincorporated Ventura County, south of the City of Oxnard and west of the City of Port Hueneme. It is bordered by the U.S. Naval Construction Battalion Center to the east and includes the Channel Islands Harbor, the communities of Hollywood Beach, Silver Strand Beach, and Hollywood by the Sea. The District owns, operates, and maintains the collection system which includes 18 miles of sanitary pipelines, 3 lift stations, 4 pump stations, and 2.3 miles of force mains. In addition to District generated wastewater flows, the City of Oxnard has four lift stations which contribute flows to the District collection system. The wastewater ultimately is discharged to the City of Oxnard's collection and conveyance system and transported to their Wastewater Treatment Facility.

On July 11, 2006, the City of Oxnard approved agreement A-6680 with the District. Agreement A-6680 was amended on December 16, 2008, and July 30, 2013. On May 17, 2016, the City of Oxnard approved a new agreement (A-7864) with the District. Under agreement A-7864 both parties agreed to keep the terms and conditions set forth by predecessor Agreement A-6680, except the terms and conditions that are contrary or inconsistent to A-7864. The purpose of the agreement was to engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation agreement.

On November 30, 2016, the City of Oxnard executed a first amendment to A-7864 for the purpose of extending the agreement to December 31, 2018. On February 5, 2019, the City of Oxnard executed a second amendment to A-7864 for the purpose of extending the agreement to December 31, 2020, and finally, on November 17, 2020, the City of Oxnard executed a third and final amendment to A-7864 for the purpose of extending the agreement to December 31, 2022.

#### **DISCUSSION**

Under the current agreement, the District reimburses the City for the treatment of wastewater received at the OWTP on a quarterly basis based on the Oxnard regional formula rate in Ordinance No. 2907. In return, Oxnard reimburses the District for the use and maintenance of sewer lines within their jurisdiction on a quarterly basis based on the single-family residential rate in Ordinance No. 2917. A primary goal of the new SUA is to eliminate the two-way interagency billing between Oxnard and the District. The new SUA includes a methodology to bill the District based on actual flows from the District service area. This approach will result in a single sewer bill from Oxnard to the District.

This SUA may be extended in ten-year increments by mutual agreement of the City and District. This new agreement has been reviewed and approved by the District and Oxnard legal teams.

#### **FINANCIAL IMPACT**

This new Sewer Use Agreement will result in a net Sewer System Expense for Wastewater Transportation and Treatment in the range of \$200,000 to \$250,000, which has been accounted for in the recent Cost of Service Study. A range is provided since the actual net expense is based upon sewer flow data as well as the base charge to Oxnard for use of District facilities.

#### **ATTACHMENTS**

1. SEWER USE AGREEMENT A-8503

# Sewer Use Agreement between City of Oxnard and Channel Islands Beach Community Services District

This Agreement is entered into this \_\_\_ day of\_\_\_\_\_, 202\_\_, between the City of Oxnard ("City") and Channel Islands Beach Community Services District ("the District") (hereinafter jointly referred to as the "Parties").

#### RECITALS

- 1. City owns and operates a wastewater treatment plant (OWTP), wastewater collection system, and an Advanced Water Purification Facility (AWPF) referred to as the "System".
- 2. The System is regulated by a National Pollution Discharge Elimination System (NPDES) permit and by Waste Discharge Regulations (WDR) and Water Reclamation Requirements (WRR).
- 3. Wastewater from the District is transported and treated through the System.
- 4. The City has received wastewater from the District since 1982 through a series of Agreements and Amendments.
- Facilities located within the District's Service Area contribute domestic and non-domestic wastewater.
- 6. The District has purchased capacity at the OWTP in the amount of 0.5 million gallons per day (MGD) peak dry weather flow (PDWF) and 0.9 MGD peak wet weather flow (PWWF) in the OTWP.
- 7. The City and the District intend for this Agreement to supersede all prior agreements, amendments, notices, written and oral communications between the Parties related to the City's receipt of the District's wastewater.

#### **AGREEMENT**

Now therefore, in consideration of the covenants, conditions, and promises contained herein and for such other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

#### **SECTION 1: RECITALS**

The Recitals set forth above are true and correct and hereby incorporated into this Agreement by this reference, as though fully set forth herein.

#### **SECTION 2: TERMS & CONDITIONS**

- 2.1 This Agreement between the Parties creates a contractual right for the District to discharge wastewater from the District's Service Area as described in "Exhibit A" to City's Sewer System in a manner compliant with City's code, the NPDES permit, and local, state, and federal regulations. The City contractually agrees to receive and dispose of all such wastewater under and pursuant to its standard operating procedures and provide treatment of the wastewater it receives from the District.
- 2.2 Term of the Agreement: January 1, 2023 to December 31, 2033.
- 2.3 The Parties shall, no later than one (1) year prior to the expiration of this Agreement, negotiate in good faith, terms and conditions for a new Sewer Use Agreement.
- 2.4 This Agreement may be terminated by mutual agreement by the Parties.
- **2.5** The following Exhibits are incorporated into the Agreement as though fully set forth herein and shall be referred to as follows:
  - Exhibit A Service Area Map of the District
  - Exhibit B Pre-treatment Program Multijurisdictional Agreement
  - Exhibit C Wastewater Monitoring and Reporting Requirements
  - Exhibit D Rates, Fees and Charges
  - Exhibit E Special Service Area Conditions

The Exhibits listed above are intended to form part of the Agreement and to the extent that any exhibit contradicts this Agreement, the terms and conditions in the Agreement control.

- 2.6 No sewer service shall be provided by the District outside of the Service Area, identified in Exhibit A, without prior written agreement by the City.
- 2.7 A Party shall be in default if it fails to perform any of its obligations under this Agreement at the time performance is due. The defaulting party shall have thirty (30) days from receipt of written demand to cure such non-performance or to notify the non-defaulting Party of the existence of, and basis, for a good faith dispute. If the default is curable, but cannot be cured within the 30-day period for reasons beyond the control of the defaulting party, and the defaulting Party is diligently pursuing reasonable efforts to cure such default, the cure period shall be extended as reasonably necessary to permit performance. Should the Defaulting Party fail to cure such non-performance, the non-defaulting party may issue an Order to Comply and Monetary Fine pursuant to the City's Emergency Response Plan.

#### **SECTION 3: OBLIGATIONS OF THE CITY**

- 3.1 The City, with all due care and diligence in accordance with the Agreement, shall perform the Services set forth in Section 2.1.
- 3.2 The City shall manage all City-owned works, facilities, equipment, materials and supplies to carry out the Services as specified in the Agreement.
- 3.3 The City shall perform the services in accordance with this Agreement, the NPDES permit and local, state, and federal regulations.
- 3.4 The City shall be responsible for the management of this Agreement including: enforcement for breach of any section of the Agreement; review of monthly reports; monthly billing; and notification to the District of any related issues in a timely manner.
- 3.5 The City shall be responsible for the operation, maintenance, repair and replacement of all facilities, equipment, and related works within the Oxnard City limits including the OWTP, collection system, and pump stations.
- The City shall oversee and manage the Pretreatment Program within the District's Service Area as identified in Exhibit B.

#### SECTION 4: OBLIGATIONS OF THE DISTRICT

- The District shall manage, operate, maintain, repair, and replace all related infrastructure within the District's Service Area.
- The District shall adopt the legal authority necessary to regulate all aspects of this Agreement 4.2 within its Service Area including wastewater discharge from residential, commercial, governmental, and industrial users.
- 4.3 The District shall adopt an ordinance that is in conformity with Oxnard City Code Chapter 19, Article I. Sewerage System; Wastewater Disposal which may be amended from time to time.
- The District shall comply with the City's NPDES permit No. CA0054097, and WDR/WRR order R4-2020-0051 File No. 08-070 (available on oxnard.org).
- 4.4 The District shall comply with all applicable local, state, and federal regulations including Sanitary Sewer Overflows (SSO), per Order NO. WQ 2013-0058-EXEC and Order 2006-0003-DWQ as may be amended or updated from time to time.
- 4.5 The District shall comply with the Pretreatment Program requirements as identified in Exhibit B.
- The District shall give reasonable notice to the City if any substantial changes are anticipated in the volume or characteristics of the District's wastewater discharge.
- 4.7 The District shall submit, at a minimum, to the City Monthly Self-Monitoring Reports (SMR) as defined in Exhibit C. The City may from time to time request other related documentation.

- 4.8 The District shall make data and information available to the City to support the proper management of the Pretreatment Program as defined in Exhibit B.
- 4.9 The District shall provide free and open access to the District's Service Area and related infrastructure to the City at the City's request. The City shall make its best efforts to provide reasonable notice to the District prior to the City's access, but such notice is not mandatory. The City shall observe all safety and health regulations. The District shall provide the City with keys or access codes required to enter facilities within the District's Service Area.

#### **SECTION 5: WASTEWATER DISCHARGE REQUIREMENTS**

#### 5.1 **Discharge Quantity**

- (a) The District has purchased capacity to discharge up to 0.5 million gallons per day (MGD) peak dry weather flow (PDWF) and 0.9 MGD peak wet weather flow (PWWF).
- (b) All flows discharged to the system shall be metered for billing and compliance purposes. Meters shall be capable of recording total daily flow. Flows shall be metered at the location(s) identified in Exhibit A and more commonly known as Lift Station A and Lift Station B.
- The District shall be responsible for operation (including calibration), maintenance, repair (c) and replacement of flow meters at Lift Station A and Lift Station B.
- If a meter fails or malfunctions, previous monthly readings shall be used as the basis for (d) monthly billing, as agreed to by the Parties.
- Meters shall be calibrated per manufacturer's recommendation or every 3 months. (e) Calibration certification shall be submitted to the City.

#### 5.2 **Wastewater Quality**

(a) The District shall not exceed the pollutant limits identified in Exhibit C. Any exceedance of pollutant limits as identified in the Oxnard Local Limits may result in applicable enforcement action pursuant to the Oxnard City Code Chapter 19.

#### 5.3 **Monitoring and Reporting**

- The District shall monitor for the pollutants listed in Exhibit C at the frequency noted. (a) Reporting is also identified in Exhibit C. The City may require additional monitoring and reporting.
- (b) Other unique monitoring, reporting or other requirements are identified in Exhibit E.

#### **SECTION 6: RATES, FEES & CHARGES**

- **6.1** The City shall invoice the District monthly for wastewater services based on the Regional User Charge Formula. The charges will be calculated using the data submitted in the monthly self-monitoring report. The District shall pay monthly invoices within 30 days.
- **6.2** The Regional Rate shall be a wholesale rate determined through a cost-of-service rate study and updated from time-to-time.
- **6.3** Other Services supplied by the City including the management of the Pretreatment Program, sampling and laboratory services shall be billed on a time and material basis at the actual cost of providing the service. Invoices for such services shall include a detailed accounting of the costs.
- 6.4 Modifications and additional details on Rates, Fees and Charges can be found in Exhibit D.
- 6.5 In the event that the District fails to make any payment by its respective due date, the City may add a late payment charge pursuant to Oxnard City Code Section 19-136.
- **6.6** The District shall be solely responsible for any lawfully assessed penalties for non-compliance with any of the terms of this Agreement.

#### **SECTION 7: MEETINGS**

#### 7.1 Annual Meetings:

- (a) At least once every calendar year, during the term of the Agreement, the Parties shall hold a meeting for the purpose of sharing information related to this Agreement. The City shall be responsible for scheduling the meeting at a mutually agreeable time and location.
- (b) Annual meeting minutes shall be produced, reviewed, and accepted by the Parties.

#### 7.2 Ad-hoc Meetings:

(a) Either Party may at any time request a meeting for any purpose at a time and location that is mutually agreed upon.

#### SECTION 8: MODIFICATION OF OR AMENDMENTS TO THE AGREEMENT

**8.1** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and in a manner specified in Section 9 of this Agreement.

#### **SECTION 9: NOTICE**

**9.1** All notices given or required to be given pursuant to this Agreement shall be in writing and by electronic means. Notices shall be addressed to each Party's Designated Representative as set forth below.

**Channel Islands Beach Community** 

Oxnard Designated Representative: Services District

Designated Representative:

Name:Jan HauserName:Pete MartinezTitle:Wastewater Division ManagerTitle:General ManagerPhone:805-271-2205Phone:805-985-6021

Email: jan.hauser@oxnard.org Email: pmartinez@cibcsd.com
Mailing 6001 Perkins Rd Mailing 353 Santa Monica Dr.

Address: Oxnard, CA 93033 Address: Channel Island Beach, CA 93035

#### **SECTION 10: RECORDS**

- 10.1 The District shall provide the following records at the City's request.
  - (a) Financial records of the District's wastewater system.
  - (b) Files, documents, plans, drawings, specifications, notes, minutes of meetings, and e-mails related to the Agreement.
  - (c) Plans, programs, reports, surveys and guidelines prepared by the District in carrying out the services in the District's area.
  - (d) Any local, state, or federal correspondence related to the Agreement or the operation of the District's wastewater system.
  - (e) Any permits, reports, records or analytical date of non-domestic dischargers.
  - (f) All records related to the Agreement shall be retained for a minimum of 5 years or according to the record retention laws in the State of California, whichever is longer.

#### SECTION 11: INDEMNIFICATION, INSURANCE & LIABILITY

#### 11.1 Indemnification:

(a) The District shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with the District's performance of this Agreement or the District's failure to comply with any of its obligations contained in this Agreement, including but not limited to all liabilities that result or are claimed to have resulted from the discharge of wastewater containing hazardous substances into the System by the District or any other person in the District's Jurisdiction using the District's wastewater facilities.

- (b) Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The District's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.
- (c) The District understands and acknowledges that the above indemnification provision extends to claims against City which arise out of, are related to, or are based upon the actual, alleged or threatened discharge, dispersal, release, saturation or escape of pollutants into the System by the District or any other person in the District's Jurisdiction using the District's wastewater facilities, and any directive to City to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said pollutants, such as any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids or alkalis, chemicals and waste.
- (d) City agrees to indemnify, defend and hold harmless the District and its Board, and each member thereof, and its officers, employees and agents, from and against all claims, damages, losses and expenses, direct and indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from City's sole negligence or willful misconduct in City's performance under this Agreement.

#### 11.2 Limitation of Liability:

Except in cases of criminal negligence or willful misconduct, the Parties shall not be liable to each other in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use or loss of profits of interest costs.

#### 11.3 Insurance:

The Parties shall maintain such insurance as may be required by law and such other insurance, to such extent and against such hazards and liabilities, including, but not limited to public liability, workman's compensation and other liability coverage (such as errors and omissions, products or service liability coverage) as is customarily maintained by municipal entities.

#### **SECTION 12: ASSIGNMENT OF AGREEMENT**

The Parties shall not assign or transfer to any third party, the Agreement, or any part thereof, or any right, benefit, obligation, or interest therein or thereunder without the prior mutual consent of the Parties.

#### **SECTION 13: INTERGRATED AGREEMENT**

This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and the District with respect to the subject matter of this Agreement. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

#### **SECTION 14: GOVERNING LAW**

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the laws and any other instruments having the force of law in the State of California, as they may be issued and in force from time to time including, any decree of the Governor or government of the State of California. The site of any hearing or action, whether arbitration, judicial, or non-judicial, of whatever nature or kind regarding this Agreement shall be conducted in the County of Ventura, State of California. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### **SECTION 15: WAIVER**

No waiver shall be binding unless executed in writing by the Parties making the waiver in conformity with Sections 8 and 9 of this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provisions or any of the remaining provisions of this Agreement.

#### **SECTION 16: FORCE MAJEURE**

"Force Majeure" shall mean any event, beyond the reasonable control of the District or of the City. No delay or nonperformance by either Party hereto caused by the occurrence of any event of Force Majeure shall, (a) constitute a default or breach of the Agreement; or (b) give rise to any claim for damages or additional cost occasioned thereby, if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

#### **SECTION 17: COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

[SIGNATURES ON NEXT PAGE]

In witness whereof, the Parties have entered into this Agreement effective January 1, 2023.

#### CITY OF OXNARD

#### CHANNEL ISLANDS BEACH **COMMUNITY SERVICES DISTRICT**

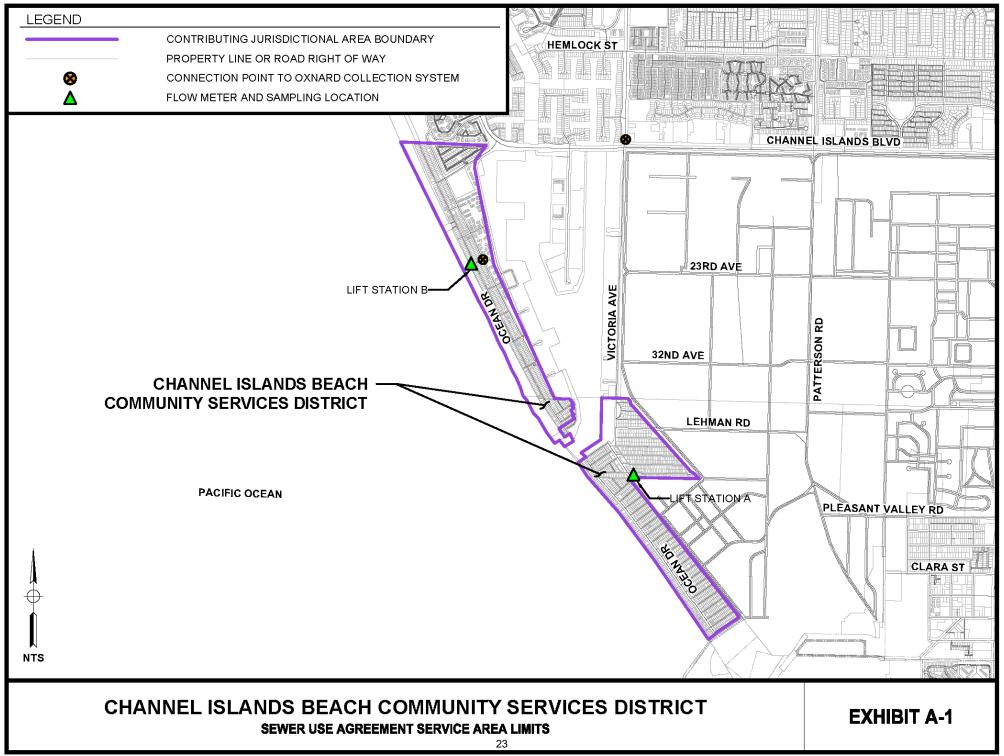
John C. Zaragoza, Mayor	Date	Jared Bouchard, Board President	Date
		John Mathews, Legal Counsel	Date
ATTEST:			
Rose Chaparro, City Clerk	Date	_	
APPROVED AS TO FORM:			
APPROVED AS TO FORM:			

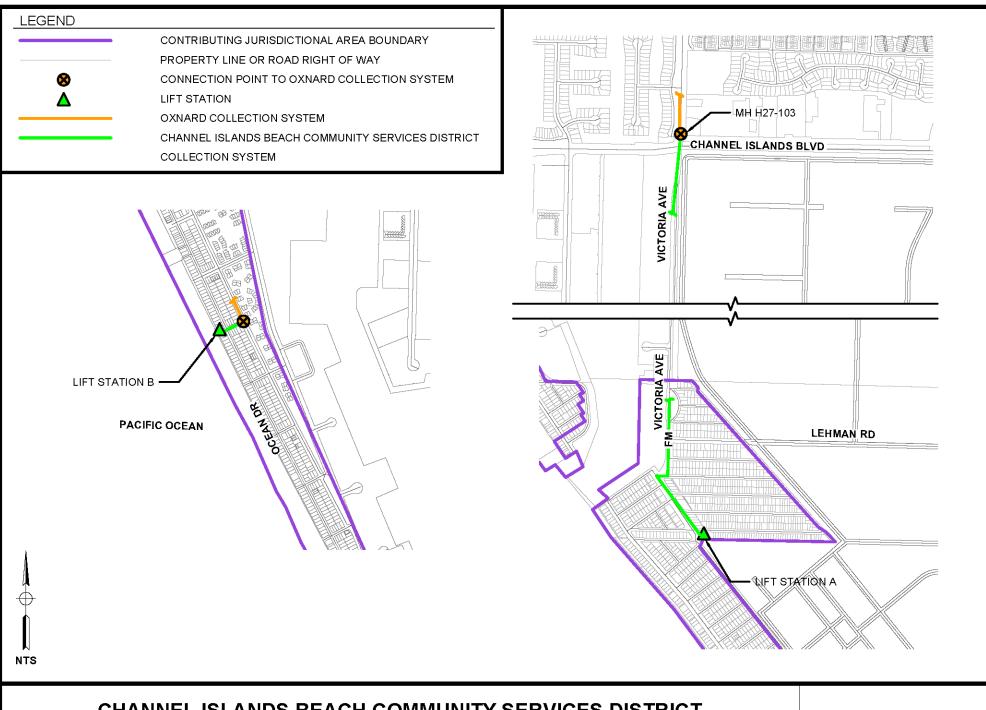
#### **EXHIBIT A**

#### THE DISTRICT SERVICE AREA

Exhibit A-1 District's Service Area Limit

Exhibit A-2 District's Sewer Connection Detail





CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT SEWER USE AGREEMENT CONNECTION DETAIL

**EXHIBIT A-2** 

#### **EXHIBIT B**

#### PRETREATMENT PROGRAM MULTIJURISDICTIONAL AGREEMENT

- 1. The District shall adopt an ordinance that is in conformity with Oxnard City Code Chapter 19, Article I. Sewerage System; Wastewater Disposal.
- 2. The District designates the City as the agent of the District for the purposes of implementation and enforcement of the Pretreatment Program within the District's Service Area and more commonly known as the Multijurisdictional Agreement.
- 3. The City, on behalf of and as agent for the District, will perform technical and administrative duties necessary to implement and enforce the Pretreatment Program within the District's Service Area. The City will: (1) issue permits to all industrial users, which shall mean all non-domestic dischargers, required to obtain a permit; (2) conduct inspections, sampling, and analysis; (3) enforce non-compliance pursuant to Oxnard City Code Chapter 19 and provided for in the District's sewer use ordinance; and (4) perform any other technical or administrative duties the Parties deem appropriate. In addition, City may, as the agent of the District, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.
- 4. The District shall reimburse the City for all costs incurred in implementing and enforcing the Pretreatment Program within the District's Service Area. City shall provide the District with a detailed accounting of all such costs with a monthly invoice.
- 5. The District shall take whatever action is necessary to ensure the implementation and enforcement of the pretreatment program against its non-domestic users, including, but not limited to, implementing and enforcing its sewer use ordinance on its own behalf and the City's authority. Failure of the District to implement and enforce its sewer ordinance against its non-domestic users shall cause the City to take enforcement action pursuant to Oxnard City Code Chapter 19.
- 6. New non-domestic users of the District's sewer system shall require the City's review and approval.
- 7. The District shall provide the City with a comprehensive list of all non-domestic users of the District sewer system. Any changes to the list shall be identified in the Monthly Report.
- 8. Entitlement to Collected Penalties All amounts received from a permit holder as a result of enforcement proceedings or special charges recovered shall be credited to City except to the extent The District requests reimbursement for extraordinary staff time and expense incurred in support of any enforcement action.

- 9. Compensation to the City the City shall be responsible for invoicing the District for all costs associated with the implementation of the Pretreatment Program in the District's Service Area. Should a permit holder fail to pay any permit fee, discharge fee or non-compliance fee, the City will pursue all possible means of collection and reserves the right to terminate permit and discharge privileges of the permit holder.
- 10. The City will invoice all the District's non-domestic users for the annual wastewater discharge permit fee. In the event of nonpayment, the City may pursue all possible means of collection and reserves the right to terminate permit and discharge privileges of the permit holder. The District agrees to assist the City with collection of the required fees to enforce the Pretreatment Program.

#### **EXHIBIT C**

#### WASTEWATER MONITORING AND REPORTING REQUIREMENTS

#### 1.0 Monitoring

**1.1** At a minimum, the following constituents shall be monitored at the frequency shown on tables C-1 and C-2.

**Table C-1: Monitoring Schedule** 

Pollutant	Monitoring Schedule	Pollutant	Monitoring Schedule
Ammonia	Annual	Mercury	Annual
Arsenic	Annual	Molybdenum	Annual
Biochemical Oxygen Demand (BOD <sub>5</sub> )	Monthly	Nickel	Annual
Boron	Annual	Oil and Grease (vegetable)	Annual
Cadmium	Annual	Oil and Grease (mineral)	Annual
Chloride	Annual	Selenium	Annual
Chromium	Annual	Silver	Annual
Copper	Annual	Total Suspended Solids	Monthly
Hydrogen Sulfide (dissolved)	Annual	Total Dissolved Solids	Annual
Lead	Annual	Zinc	Annual

**Table C-2: Local Discharge Limits** 

Pollutant	Local Limit (mg/L)	Pollutant	Local Limit (mg/L)
Ammonia	57 mg/L	Mercury	0.05 mg/L
Arsenic	0.13 mg/L	Molybdenum	1.50 mg/L
Biochemical Oxygen Demand (BOD <sub>5</sub> )	800 mg/L	Nickel	0.14 mg/L
Boron	1.86 mg/L	Oil and Grease (vegetable)	250 mg/L
Cadmium	0.013 mg/L	Oil and Grease (mineral)	100 mg/L
Chloride	9,205 mg/L	Selenium	0.49 mg/L
Chromium	0.44 mg/L	Silver	0.06 mg/L
Copper	2.02 mg/L	Total Suspended Solids	1,000 mg/L
Hydrogen Sulfide (dissolved)	0.34 mg/L	Total Dissolved Solids	1,850 mg/L
Lead	0.97 mg/L	Zinc	1.06 mg/L

- 1.2 The District shall sample for BOD<sub>5</sub> and TSS on a monthly basis served by Lift Station A and Lift Station B at locations mutually agreed to by the Parties. If no agreement is reached by the Parties, then the City shall choose the sampling location. The samples shall be a 24-hour composite sample. The samples shall be composited proportionately in relation to flow.
- 1.3 Analyses of the required samples shall be conducted in accordance with the most recent edition of "Standard Methods for Examination of Water and Wastewater", jointly published by the American Public Health Association, and the American Water Works Association, and the Water Pollution Control Federation.
- 1.4 The District shall sample for the constituents listed in Section 1.1 by June 30, of every year.
- **1.5** Exceedance of any local limit shall require additional sampling, investigation, and compliance.
- **1.6** Flow shall be monitored and recorded for Lift Station A and Lift Station B for daily and total monthly flow.
- **1.7** City reserves the right to require additional samples to be collected by the District for analyses of any constituents.

#### 2.0 Monthly Report

- **2.1** The District shall submit an electronic monthly report by the 14<sup>th</sup> day of every month. This monthly report shall include:
  - (a) Daily and total monthly flows from each connection (LS A & LS B)
  - (b) Analytical results for BOD<sub>5</sub> & TSS
  - (c) A PDF version and an Excel file with monthly Flow, BOD and TSS data
  - (d) Existing and new non-domestic connections
  - (e) Any spills or violations for the reporting month
  - (f) Any significant changes to the District sewer infrastructure
  - (g) Meter calibration certification, if applicable

#### 3.0 Annual Report

- **3.1** The District shall submit an annual report by July 15 of every year. This report shall include:
  - (a) A summary of the monthly reports of the previous year (avg flow data, BOD, TSS)
  - (b) Results of all local limit constituents identified in Section 1.0 of this Exhibit.
  - (c) Any significant changes to the District's sewer system or infrastructure.
  - (d) A summary report on SSOs, spills, and violations.
  - (e) The total number and type of connections by classification as of July 1st.

#### 4.0 Additional Reporting & Information Requests

- **4.1** The District shall submit flow meter calibration reports from a qualified calibration company. Calibrations shall be performed in accordance with the manufacturer's recommendation or every 3 months.
- **4.2** The District shall submit technical information on all flow meters including brand, model, O&M manuals and other related information.
- **4.3** The District shall provide a copy of its sanitary sewer system (preferably in GIS format) to the City which shall include pipe location and size, manholes and any other appurtenance location such as pump stations and flow meters.
- **4.4** The District shall provide a copy of its Sanitary Sewer Management Plan (SSMP) including updates which are required every five years.

- **4.5** The District shall report all spills to the City, County, and the Los Angeles Regional Water Quality Control Board as required by the most recent sanitary sewer overflows (SSOs) regulations.
- **4.6** The District shall provide any information required by the State to the City for review and record keeping.
- **4.7** The District shall provide any other relevant information requested by the City.

#### **EXHIBIT D**

#### RATES, FEES AND CHARGES

#### 1.0 Monthly Wastewater Rates and Charges

- 1.1 The District shall be billed monthly based on the Regional Monthly User Charge (RMUC) and the City's proportionate share of depreciation and operation and maintenance costs of shared facilities. Shared facilities include: Lift Station A; Lift Station B; Force Main A; Force Main B.
- 1.2 The current Regional Rates defined in City of Oxnard Ordinance 2907 were developed in 2016 and published in a report dated July 13, 2016. The regional rate is a wholesale rate that was calculated using certain applicable operation & maintenance costs, but did not include debt service.
- **1.3** Regional Treatment and Disposal Facility User Charge:

The monthly rate for the District shall be calculated by the Regional User Charge Formula as follows:

$$RMUC = e(Vm) + f(Bm) + g(Sm)$$

Where:

Vm = V (LS A) + V (LS B) - V (LS 1) - V (Victoria Users) in millions of gallons

V (LS A) = Metered flow from Lift Station A

V (LS B) = Metered flow from Lift Station B

V (LS 1) = Metered flow from Lift Station 1

V (Victoria Users) = Actual billed sewer use from the users on the west side of S. Victoria Avenue discharging to the Oxnard gravity sewer that flows to LS A.

- Bm = monthly biological oxygen demand (BOD) discharge in thousands of pounds as defined in Exhibit C Section 1.2
- Sm = monthly suspended solids (SS) discharge in thousands of pounds as defined in Exhibit C Section 1.2
- e, f, and g are unit cost coefficients established in Oxnard Ordinance 2907

#### 1.4 Proportionate Operation and Maintenance Costs

- (a) This cost is the City's monthly proportionate share of operation and maintenance (O&M) costs for shared facilities as defined above.
- (b) O&M costs are calculated as follows:

District Budget Line Items	Annual District O&M Expenses FY 2023
Operations & Maintenance	\$100,919
Telemetry	\$35,374
Power	\$22,050
Maintenance Expenses	\$19,487
Salaries & Benefits	\$420,720
Administrative Expenses	\$192,955
Total	\$791,505

District Asset	Percentage of District System *	Proportionate O&M Cost
Force Main A	12.90%	\$102,104
Force Main B	10.80%	\$85,483

District Asset	Percentage of Oxnard Flow Contribution**	Annual Oxnard O&M Cost
Force Main A	10%	\$10,210
Force Main B	53%	\$45,188
	Annual Cost	\$55,398
	<b>Monthly Cost</b>	\$4,617

<sup>\*</sup> Percent of sewer system using foot-inches (L x D)

(c) Total monthly Operations and Maintenance charge O&M = \$4,617

<sup>\*\*</sup> AECOM report dated March 21, 2011

#### 1.5 Depreciation Expense

- (a) The depreciation expense (DEP) is the City's monthly proportionate share of depreciation costs for shared facilities as defined above.
- (b) Depreciation costs are calculated as follows:

#### FORCE MAIN A DEPRECIATION CALCULATION

Asset Valuation							
[A]	[B]	[C]	[D]=[B]/[C]	[E]	[F] = [E]-[A]	[G]=[B]-[D]x[F]	
						Replacement	
	Install Cost					Cost Less	
Install Year	in 2015	Asset Useful Life	<b>Yearly Depreciation</b>	Current Year	Asset Age	Depreciation	
2015	\$1,471,595	50	\$29,432	2023	8	\$1,236,140	
Calculation Inputs							

#### Calculation Inputs

Rate of Return	7.90%	[H]
Oxnard % Total	10%	[1]
CIBCSD Total	90%	[1]

#### **Oxnard Depreciation Calculation**

[K]=[G]x[I]	[L]=[K]x[H]	[M]=[D]x[I]	[N]=[L]+[M]	
Share of Asset	Asset Return	Depreciation	<b>Total Annual Payment</b>	<b>Monthly Charge</b>
\$123,614	\$9,766	\$2,943	\$12,709	\$1,059

#### FORCE MAIN B DEPRECIATION CALCULATION

Asset Valuation								
[B]	[C]	[D] = [B]/[C]	[E]	[F] = [E] - [A]	[G]=[B]-[D]x[F]			
					Replacement			
					Cost Less			
Install Cost in 2015	Asset Useful Life	<b>Yearly Depreciation</b>	<b>Current Year</b>	Asset Age	Depreciation			
\$1,213,151	50	\$24,263	2023	8	\$1,019,047			
	Install Cost in 2015	Install Cost in 2015 Asset Useful Life	Install Cost in 2015 Asset Useful Life Yearly Depreciation	Install Cost in 2015 Asset Useful Life Yearly Depreciation Current Year	Install Cost in 2015   Asset Useful Life   Yearly Depreciation   Current Year   Asset Age			

#### Calculation Inputs \_\_\_\_\_

Rate of Return	7.90%	[H]
Oxnard % Total	53%	[1]
CIBCSD Total	47%*	[1]

#### **Oxnard Annual Payment Calculation**

[K]=[G]x[I]	[L]=[K]x[H]	[M]=[D]x[I]	[N]=[L]+[M]	
Share of Asset	Asset Return	Depreciation	<b>Total Annual Payment</b>	<b>Monthly Charge</b>
\$540,095	\$42,668	\$12,859	\$55,527	\$4,627

<sup>\*</sup>Per Harbor Area Wastewater Infrastructure Review 2012 - Final Report This assumes original install pipe was fully depreciated (installed 1966)

(c) Total monthly depreciation charge DEP = \$5,686

#### 1.6 Total Monthly Bill Calculation

(a) The District's monthly sewer bill shall be calculated as follows:

RMUC - O&M - DEP

RMUC - \$4,617 - \$5,686

RMUC - \$10,303

#### 2.0 Pretreatment Program Fees and Charges

Monthly charges for management and implementation of the Pretreatment program will be based on actual time and materials and will include labor, material, laboratory services, rental equipment, contracted services, and any other cost directly related to the management of the program. An itemized invoice will be sent to the District every month based on expenses from the previous month.

#### **EXHIBIT E**

#### SPECIAL SERVICE AREA CONDITIONS

The District and Oxnard currently share certain wastewater facilities including Lift Station A, Lift Station B, Force Main A and Force Main B. The City is currently completing a capital project to remove Oxnard wastewater from discharging to Lift Station B. The project is currently planned for completion by the end of 2023. When this project is completed, the billing procedure identified in Exhibit D will be updated.

**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, November 8, 2022

To: Board of Directors

From: Peter Martinez, General Manager

Subject: Board Appointment to Ventura Regional Sanitation District

Item No. E-2

#### **RECOMMENDATION:**

1. Appoint Director Nast as the Special Districts Representative on the VRSD Board

#### **FINANCIAL IMPACT:**

1. No financial impact.

#### **BACKGROUND/DISCUSSION:**

The Ventura Regional Sanitation District (VRSD) is a waste management agency that operates the Toland Road Landfill and performs various wastewater and solid waste functions on behalf of other agencies throughout the County. In total, its services reach over 600,000 Ventura County residents.

VRSD is governed by a 9-member Board comprised City Council members from eight cities and one Director from Special Districts. The Special Districts representative is appointed pursuant to the attached "Special District Committee Procedures for Appointment to the VRSD", which stipulates that the Special Districts seat rotates among the six special districts served by VRSD; Those Districts include:

- Montalvo Municipal Improvement District
- Triunfo Sanitary District
- Ojai Valley Sanitary District
- Channel Islands Beach CSD
- Camrosa Water District
- Saticoy Sanitary District

For calendar year 2023, it is the District's turn to appoint one of its Board members as an alternate to serve as the Special Districts Representative on the VRSD Board. The reorganization of the VRSD Board will take place on Monday, December 5, 2022, at Camrosa Water District. Since the VRSD reorganization will occur prior to the District seating its new Board members in January

2023, one of the four existing Board members must be appointed. Director Nast has indicated his willingness to serve as the Special Districts Representative on the VRSD Board. Staff recommends the appointment of Directors Nast to the VRSD Board.



**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, November 8, 2022

To: Board of Directors

From: Peter Martinez, General Manager

Subject: Local Agency Formation Commission Candidate Selection

Item No. E-3

#### **RECOMMENDATION:**

1. Board discretion to cast vote for LAFCO candidate.

FINANCIAL IMPACT: No Impact.

#### **BACKGROUND/DISCUSSION:**

The Ventura Local Agency Formation Commission (LAFCo) is an independent agency which governs matters relating to boundary changes for cities and most special districts, including spheres of influence, incorporations, annexations, reorganizations and other changes of organization.

The LAFCo Board is comprised of seven members representing the County, Cities, and Special Districts, with one appointed Member at Large. Both the Commission seat held by Elaine Freeman and the Alternate seat held by Andy Waters are up for re-election. Each of the 30 special districts in the County must cast their vote for the Commission seat and the Alternate seat and submit their selections by December 9, 2022. The candidates are as follows:

Select one of the following four candidates -

Regular LAFCO Member	
Raul Avila	Calleguas Municipal Water District
Josh Gray	Rancho Simi Recreation and Park District
Doug Nickles	Conejo Recreation and Park District
Eric Wolf	Bell Canyon Community Services District

Select one of the following three candidates –

Alternate LAFCO Member	
Bev Dransfeldt	Pleasant Valley Recreation and Park District
Josh Gray	Rancho Simi Recreation and Park District
Mohammed A. Hasan	United Water Conservation District

#### ATTACHMENT(S):

1. 2022 Ballot Cover Letter

- 2. Official Ballot
- 3. Candidate statements
- 4. Independent Special Districts in Ventura County 2022 List

# VENTURA LOCAL AGENCY FORMATION COMMISSION



801 S. Victoria Avenue, Suite 301 • Ventura, CA 93003 Tel (805) 654-2576 • Fax (805) 477-7101 VENTURA.LAFCO.CA.GOV

October 26, 2022

President/Chair of the Board c/o General Manager Channel Islands Beach Community Services District 353 Santa Monica Drive Channel Islands, CA 93035-4473

RE: Ballot for Election of a Special District Regular Member and an Alternate Member to the Ventura LAFCo

Dear President/Chair of the Board:

Enclosed please find your Official Ballot for the election of a special district regular member and a special district alternate member to the Ventura LAFCo for new, four-year terms beginning January 1, 2023, and ending December 31, 2026. This election is being conducted by mail pursuant to California Government Code Section 56332 (or by email, if consent has been provided by your District - see enclosed list of those districts which have consented to email). A total of four candidates have been nominated for the regular member position and three for the alternate position. The candidates are listed alphabetically on the Official Ballot and a copy of each candidate's statement (if submitted) is enclosed.

#### **INSTRUCTIONS**

- Use the enclosed Official Ballot to vote for only one candidate for each position.
- The ballot must be signed and dated by the district president/chair or presiding officer.
- All ballots being returned via US Mail must be returned to the Ventura LAFCo at the address listed above. Districts that have previously consented to conduct elections via email can email a copy of the signed ballot to: <a href="mailto:kai.luoma@ventura.org">kai.luoma@ventura.org</a>.
- BALLOTS MUST BE RECEIVED BY 5:00 p.m. FRIDAY, DECEMBER 9, 2022. (Ballots received after 5:00 p.m. Friday, December 9, 2022, will not be counted.)

There are 29 independent special districts eligible to vote in this election. At least 15 districts must return completed/signed ballots to achieve a quorum. If a quorum is achieved, the candidate receiving the most votes for each position will be considered elected. In the event of a tie for the most votes, the outcome will be determined by lot. The election results will be mailed to each district no later than Friday, December 23, 2022. Please let us know if you have questions.

Sincerely,

Kai Luoma Executive Officer

**Enclosures** 

c: General Manager

## **OFFICIAL BALLOT - 2022**



# INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE Regular Special District Member and Alternate Special District Member to the Ventura LAFCo

### Channel Islands Beach Community Services District

This is the Official Ballot for the Independent Special Districts Selection Committee for the purpose of electing the following positions to the Ventura LAFCo:

- 1. One special district regular member for a four-year term beginning January 1, 2023, and ending December 31, 2026; and
- **2.** One special district alternate member for a four-year term beginning January 1, 2023, and ending December 31, 2026.

The election consists of four candidates for the special district regular member and three candidates for the special district alternate member (listed below in alphabetical order). Please vote for only one candidate for each position. A minimum of 15 qualified votes must be returned by the deadline to establish a quorum of the independent special districts. The candidate for each position receiving the most votes of the quorum shall be elected. In the event of a tie vote, the outcome will be determined by lot.

<u>PLEASE RETURN THIS SIGNED BALLOT</u> to the Ventura LAFCo, 801 S. Victoria Avenue, Suite 301, Ventura, CA 93003, or if previous consent has been given to conduct elections via e-mail, send your signed ballot to <a href="mailto:kai.luoma@ventura.org">kai.luoma@ventura.org</a>. All ballots <a href="mailto:MUST">MUST</a> be signed and dated by the district president/chair or presiding officer of the board and received by LAFCo by 5 P.M. <a href="Friday">Friday</a>, <a href="mailto:December 9">December 9</a>, <a href="mailto:2022">2022</a>, to be counted.

As the District President, Chair or Presiding Officer, I duly certify that the Channel Islands Beach Community Services District does hereby cast its ballot as follows:

1.	1. REGULAR LAFCo SPECIAL DISTRICT MEMBER			2. ALTERNATE LAFCo SPECIAL DISTRICT		
FOR A FOUR-YEAR TERM BEGINNING			MEMBER FOR A FOUR-YEAR TERM			
JANUARY 1, 2023 (vote for one)			BEGINNING JANUARY 1, 2023 (vote for one)			
	Raul Avila	Calleguas Municipal		Bev	Pleasant Valley Recreation	
	Naul Aviia	Water District		Dransfeldt	and Park District	
	Josh Gray	Rancho Simi Recreation		Josh Gray	Rancho Simi Recreation and	
	Josh Gray	and Park District			Park District	
	Doug Nickles	Conejo Recreation and		Mohammed	United Water Conservation	
	Doug Mickles	Park District		A. Hasan	District	
	Eric Wolf	Bell Canyon Community				
		Services District				
Board President/Chair/Presiding Officer (print name)			Board President/Chair/Presiding Officer (Signature)			
			Date	:		



## Raul Avila

Director Avila has served on the Calleguas Municipal Water District Board since December 2020.

As Calleguas' Board Secretary and Chair of the Drought Response Ad-Hoc Committee he has advocated for the development of new local water supplies and increased conservation programs.

#### Experience as a water district board member

Director Avila was elected to the Calleguas Municipal Water District Board of Directors in 2020, and currently serves as Board Secretary. He represents Division 1, which encompasses the City of Simi Valley.

He is a Navy Veteran and currently works as a civilian in the Naval Surface Warfare Center (NSWC), Port Hueneme Division. His experience includes managing the inspection and testing of components necessary for Naval reconnaissance and combat systems.

Currently he is a member of the Calleguas Engineering and Construction, and Groundwater Committees. He also serves as Calleguas' representative on the Association of Water Agencies of Ventura County (AWA VC).

Director Avila and his family have lived in Simi Valley, CA since 2016.

2100 Olsen Road, Thousand Oaks, CA 91360 ravila@calleguas.com (818) 798-8745 mobile

# Candidate Statement from Josh Gray 2022 Vice Chair of the Rancho Simi Recreation and Park District To Serve as a Regular or Alternate Member of LAFCo



I am seeking to join LAFCo because it's an opportunity to engage on the county level with local government boundaries, represent special districts in their important provider of services, and continue to grow and learn on topics of regional importance. I was born and raised in Simi Valley, attended local schools, graduating from Santa Susana High School in 2011 and California Lutheran University in 2015 with degrees in political science and economics. I am engaged to be married in March of 2023.

I was elected to Rancho Simi's Recreation & Parks Board in 2020 where I've sought to safeguard open spaces, expand after school care, grow access to recreation center programs, and interconnect our local governments to strengthen services. If I am fortunate enough to join LAFCo, I will bring an open mind, win-win mentality, and report back to VCSDA on LAFCo activities.

I have been active in the Simi Valley Chamber of Commerce, Emerging Leaders Committee, Rotary Club of Simi Sunrise, Simi Valley Boy Scout Troop 622, Young Elected Officials Network, and Elected Officials to Protect America. I would encourage anyone with questions to reach out and I'd love to have a conversation. I am looking forward to meeting each of you and hopefully working with you.

#### **DOUG NICKLES**

Nominated by Conejo Recreation & Park District Board of Directors to be a candidate to serve as Special District's regular member on Ventura County LAFCo.

September 2022

Doug has been a Board member for the Conejo Recreation and Park District since 2018. He also serves on the Boards for the Conejo Open Space Conservation Agency and the California Association of Recreation and Park Districts.



Prior to being elected to the District Board, he served for six years as a City of Thousand Oaks Planning Commissioner (City Council appointment). Doug has also a member of the City of Thousand Oaks Landscape Advisory Committee, Conejo Future Foundation Environmental Task Force, and several local School Site Councils.

In 2019 Doug retired from the City of Glendale Fire Department as the Assistant Fire Marshal, where he managed the Fire Prevention Bureau, including all of the annual inspection programs, building plan review process, land use planning entitlement reviews, and issuance of fire permits.

Doug and his wife, Leesi, moved to Thousand Oaks in 1984 to raise their family. Two of their children still reside in the Conejo Valley with their families; they are blessed with four grandchildren.

Doug has an MBA degree from California Lutheran University and a BS degree in Forestry, from Humboldt State University.



#### Bev A. Dransfeldt

209.200.2313 1534 Loma Drive | Camarillo, CA 93010 bevdransfeldt@gmail.com

**EDUCATION** 

UNIVERSITY OF CALIFORNIA, BERKELEY | Berkeley, CA

December 2010

Bachelor of Arts - Political Science

Summer Study Abroad: Belgium, Luxembourg, Amsterdam (History, Art and Identity in the Heart of Europe Program)

#### **WORK EXPERIENCE**

PLEASANT VALLEY RECREATION & PARKS BOARD | Camarillo, CA

December 2020 - current

#### **Elected Director**

- Oversee and set budget for the special district
- Serving on committees: Santa Monica Mountains Conservancy, Long-Range Planning, Foundation, Pickleball Ad Hoc

#### COUNTY OF VENTURA | Ventura, CA

September 2021 - March 2022

#### Camarillo Public Library Lead Elections Voting Assistant

- Oversaw all logistics for voting center for the 2021 special gubernatorial recall election
- Toured various voting centers across Ventura County to assess ADA compliance

PLEASANT VALLEY RECREATION & PARKS DISTRICT | Camarillo, CA

March 2019 - December 2020

#### Recreation Specialist - Outdoor Education & Camp

November 2019 - December 2020

- Managed Habitat Conservation Fund Grant of \$100,000 for outdoor education at Camarillo Grove Park
- Planned and budgeted for District's summer camp, Camp Funtastic

#### Senior Recreation Leader

March 2019 - November 2019

- Provided support to various departments such as marketing, special events and community partnerships
- On-site activation lead for PVRPD information booth connecting the department to community concerns

#### CITY OF THOUSAND OAKS | Thousand Oaks, CA

March 2016 - December 2016

#### Administrative Assistant, Cultural Affairs Department

- Administered Community Events Endowment Fund grants by handling applications, contracts and payment
- Assisted with duties pertaining to the Fred Kavli Theatre, Scherr Forum Theatre, Cultural Affairs Department, Cultural Affairs Commission (inclusive of Community Outreach Committee) and the Kavli and community art gallery

#### CAPITOL MUSIC GROUP | Los Angeles, CA

February 2013 - August 2015

#### Manager, Tour Marketing & Artist Relations

- Managed up to 7 artist promotion schedules working with Capitol Records' marketing, publicity, radio, sales and video promotion departments while coordinating with artist management, vendors and partners
- Oversaw artist tour marketing budgets, inclusive of tour support and promotional tours
- Executed logistics and travel accommodations for promotion visits and special events such as album playbacks, showcases, TV appearances and award shows

#### CREATIVE ARTISTS AGENCY | Los Angeles, CA

January 2011 - February 2013

#### Assistant to Music Marketing Executive

October 2011 - February 2013

- Supported the development and execution of tour marketing and ticket sales strategies for talent with artist managers, label executives, publicists and promoters
- Assisted in the approving and directing of media and advertising spend for maximum ROI

#### Second Assistant to Head of Music Marketing

May 2011 - September 2011

- Assisted in the marketing and ticketing of up to 30 North American touring projects a year for artists performing in clubs, ballrooms, theaters, arenas and amphitheaters

#### Assistant to Music Contracts Administrator

January 2011 - May 2011

- Assisted in processing and reviewing all Los Angeles music clients' tour contracts

**Summer Intern**May 2010 - June 2010

Learned the inner workings of a multifunctional global agency through a variety of speakers and projects

Pitched ideas for new digital marketing strategies for music tour promotion

#### **ORGANIZATIONS**

Ventura County Leadership Academy Cohort 27, Ventura County Housing Policy Leadership Academy, Ventura County Democratic Central Committee District 3 Representative, Influential U Fundamentals of Transactions Cohort 77

# Candidate Statement from Josh Gray 2022 Vice Chair of the Rancho Simi Recreation and Park District To Serve as a Regular or Alternate Member of LAFCo



I am seeking to join LAFCo because it's an opportunity to engage on the county level with local government boundaries, represent special districts in their important provider of services, and continue to grow and learn on topics of regional importance. I was born and raised in Simi Valley, attended local schools, graduating from Santa Susana High School in 2011 and California Lutheran University in 2015 with degrees in political science and economics. I am engaged to be married in March of 2023.

I was elected to Rancho Simi's Recreation & Parks Board in 2020 where I've sought to safeguard open spaces, expand after school care, grow access to recreation center programs, and interconnect our local governments to strengthen services. If I am fortunate enough to join LAFCo, I will bring an open mind, win-win mentality, and report back to VCSDA on LAFCo activities.

I have been active in the Simi Valley Chamber of Commerce, Emerging Leaders Committee, Rotary Club of Simi Sunrise, Simi Valley Boy Scout Troop 622, Young Elected Officials Network, and Elected Officials to Protect America. I would encourage anyone with questions to reach out and I'd love to have a conversation. I am looking forward to meeting each of you and hopefully working with you.

#### **CANDIDATE STATEMENT-LAFCO**

#### Mohammed A. Hasan

I possess dual MS, P.E., and own a local engineering firm. I am a 48-year resident of Ventura, have been married for 39 years and have two adult daughters.

I am a locally and nationally recognized leader in water and wastewater and authored Drought is not a four letter word. I have served on the Board of Directors of the United Water Conservation District since 2020.

I am Co-Founder of Ocean Foresters, am a Vice President of El Concilio Family Services, am a Fellow of two national professional associations, community college instructor, environmental leader, community volunteer, lecturer, and Harris fellow of Rotary International. I offer free community classes.

I have collaborated with Ventura LAFCO Executive Officers Bob Braitman, Stan Eisner, Kim Ulich and Everett Millais on intergovernmental matters, have known many members of the Board of Supervisors and city council members in Ventura County and have assisted and represented various private landowners.

Other than an understanding of the relevant statutes and local plans and policies, I have no pre-conceived notions of matters to be considered by the Commission and pledge to keep an open mind until considering relevant reports and testimony. I understand that being a member of LAFCO is to benefit of the entire county. I am by training and practice, analytical, objective and value others input.

I feel it would be a tremendous honor to serve on the Commission with other elected officials as I have respect for their opinions.

# VENTURA LOCAL AGENCY FORMATION COMMISSION

801 S. VICTORIA AVENUE, SUITE 301 • VENTURA, CA 93003
TEL (805) 654-2576 • FAX (805) 477-7101
VENTURA.LAFCO.CA.GOV

#### INDEPENDENT SPECIAL DISTRICTS IN VENTURA COUNTY

#### As of August 2022

- 1. Bardsdale Public Cemetery District
- 2. Bell Canyon Community Services District\*
- 3. Blanchard/Santa Paula Library District\*
- 4. Calleguas Municipal Water District\*
- 5. Camarillo Health Care District\*
- 6. Camrosa Water District\*
- 7. Casitas Municipal Water District\*
- 8. Channel Islands Beach Community Services District\*
- 9. Conejo Recreation & Park District\*
- 10. El Rancho Simi Public Cemetery District\*
- 11. Fillmore-Piru Memorial District
- 12. Fox Canyon Groundwater Management Agency\*
- 13. Hidden Valley Municipal Water District
- 14. Meiners Oaks Water District
- 15. Ojai Valley Sanitary District\*
- 16. Ojai Water Conservation District
- 17. Oxnard Drainage District No. 1\*
- 18. Oxnard Drainage District No. 2\*
- 19. Oxnard Harbor District\*
- 20. Piru Public Cemetery District\*
- 21. Pleasant Valley County Water District
- 22. Pleasant Valley Recreation & Park District\*
- 23. Rancho Simi Recreation & Park District\*
- 24. Saticoy Sanitary District\*
- 25. Triunfo Sanitation District\*
- 26. United Water Conservation District\*
- 27. Ventura County Resource Conservation District\*
- 28. Ventura Port District\*
- 29. Ventura River County Water District\*

<sup>\*</sup> Special Districts that have provided written consent to conduct the election via email as of August 23, 2022.



**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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A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCSD.COM

#### Regular Board Meeting, November 8, 2022

To: Board of Directors

From: Peter Martinez, General Manager

Subject: Resolution No. 22-15 Recognizing Director Marcia Marcus

Item No. E-4

#### **RECOMMENDATION:**

1. The Board to consider and approve Resolution No. 22-15 to commend, recognize, and extend its gratitude to Director Marcia Marcus for her 29 years of dedicated service to the District.

#### ATTACHMENT:

1. Resolution No. 22-15

**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. 22-15**

# A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT COMMENDING DIRECTOR MARCIA MARCUS FOR THE 29 YEARS OF EXEMPLARY PUBLIC SERVICE TO THE DISTRICT

**WHEREAS**, Since 1993, Marcia Marcus has served the Channel Islands Beach Community Services District, Staff, and Community for greater than 29 years; and

**WHEREAS**, Marcia Marcus has faithfully and conscientiously served the Channel Islands Beach Community Services District and its constituents for 29 years during which period of time numerous projects were initiated through her leadership which will continue to have a growing impact on the District community; and

WHEREAS, Marcia Marcus has served her community in many ways including her service on the Port Hueneme Water Agency Board, Citizen Committee for Undergrounding Utilities and Storm Drain Improvements, Sand Dabber Beautification Organization, Neighborhood Watch Program, and District Facility and Finance Committees; and

**WHEREAS,** Marcia Marcus was instrumental in the building of the Brackish Water Reclamation Demonstration Facility to provide better quality water to the District; and

**WHEREAS**, her years of service have been marked by exemplary dedication to the best interests of the Channel Islands Beach Community Services District community; and

**WHEREAS**, Marcia Marcus's approachability, great demeanor and willingness to listen to her constituents' perspectives allowed her to serve her community in the most equitable way possible; and

**WHEREAS**, the Board of Directors of the Channel Islands Beach Community Services District takes this opportunity to recognize the outstanding service provided by Marcia Marcus demonstrated through her passion and continued willingness to improve the services provided to the constituents of the District.

**NOW, THEREFORE,** the Channel Islands Beach Community Services District resolves: to commend, recognize, and officially name the new board room the "Marcia Marcus Board Room" for her dedicated 29 years of service to the District.

PASSED AND ADOPTED THIS 8<sup>TH</sup> day of November 2022, by the Channel Islands Beach Community Services District Board of Directors

AYES: NOES:	
ABSTAIN:	
Peter Martinez	Jared Bouchard
General Manager	President, Board of Directors
Channel Islands Beach CSD	Channel Islands Beach CSD