



Board of Directors:

KRISTINA BREWER, President
MICHAEL LEBOW, Vice President
JARED BOUCHARD, Director
SEAN DEBLEY, Director
SHAWN THOMAS, Director

PETER MARTINEZ
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156
A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCSO.COM

BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

NOTICE IS HEREBY GIVEN that the Board of Directors of the Channel Islands Beach Community Services District will hold a Regular Board Meeting beginning at 5:00 P.M. on Tuesday January 14, 2025. The meeting will be held at the Channel Islands Beach Community Services District 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 – December 2024

3. Minutes:
 - a. December 10, 2024, Regular 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.	01370-01	\$137.88	\$387.48	\$525.36
b.	17490-05	\$339.84	\$816.47	\$1156.31
c.	07050-01	\$339.21	\$802.63	\$1141.84
d.	04470-01	\$12.51	\$41.52	\$54.03
e.	19551-03	\$87.39	\$172.98	\$260.37
f.	00000910	\$134.91	\$366.72	\$501.63
				\$3639.54

D. CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Authority: California Government Code § 54956.9(d)(1)

Pursuant to Government Code § 54956.9(d)(1), the Board of Directors will meet in closed session to discuss, confer with, and receive advice from legal counsel regarding existing litigation to which the District is a named party, specifically OPV Coalition, et. al. v. Fox Canyon Groundwater Management Agency, et. al., Santa Barbara County Superior Court Case No. VENCI00555357.

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GOV. CODE § 54957)

TITLE: GENERAL MANAGER

E. ACTION CALENDAR:

1. ANNUAL PERFORMANCE AND SALARY REVIEW OF DISTRICT GENERAL MANAGER, THE BOARD WILL REVIEW AND CONSIDER THE GENERAL MANAGER’S PERFORMANCE AND COMPENSATION FOLLOWING CLOSED SESSION PERFORMANCE EVALUATION.

Recommendation:

- 1) Board Discretion

2. ELECTION OF BOARD OFFICERS FOR CALENDAR YEAR 2025

Recommendation:

- 1) Appoint new officers for Board positions, committees, outside agency appointments, and professional associations.

3. AMENDMENT TO CROSS BASE PIPELINE AGREEMENT WITH THE CITY OF PORT HUENEME

Recommendation:

- 1) Board to consider and approve Amendment to the Cross Base Pipeline Agreement.
- 2) Direct General Manager to execute Amendment with the City of Port Hueneme

4. DISTRICT ADMINISTRATION AND OPERATIONS FACILITY CONSTRUCTION UPDATE

Recommendation:

- 1) Receive and file report.

F. INFORMATION CALENDAR:

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

G. BOARD MEMBER COMMENTS:

H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

AGENDA POSTING CERTIFICATION

This agenda was posted Thursday, January 9, 2025, 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
General Manager

REQUESTS FOR DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, IN ORDER TO ATTEND OR PARTICIPATE IN A MEETING, SHOULD BE MADE TO THE SECRETARY OF THE BOARD IN ADVANCE OF THE MEETING TO ENSURE THE AVAILABILITY OF REQUESTED SERVICE OR ACCOMODATION. NOTICES, AGENDAS AND PUBLIC DOCUMENTS RELATED TO THE BOARD MEETINGS CAN BE MADE AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST.

Channel Islands Beach 2013

1/8/2025 3:50 PM

Register: 1002 · Checking Pacific Western

From 12/01/2024 through 12/31/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/02/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,670.18	94,059.56
12/02/2024	9197	bluespace Interiors	2000 - Accounts Payable	CHANNEL IS...	36,584.18			57,475.38
12/03/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			459.21	57,934.59
12/04/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12/2			13,860.62	71,795.21
12/04/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,059.16	74,854.37
12/04/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			3,640.87	78,495.24
12/04/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Correction	0.03			78,495.21
12/04/2024	9198	805 Cleaning Services	2000 - Accounts Payable		300.00			78,195.21
12/04/2024	9199	Amazon Capital Serv...	2000 - Accounts Payable		37.12			78,158.09
12/04/2024	9200	Atlantis Utility, INC.	2000 - Accounts Payable		232.18			77,925.91
12/04/2024	9201	Badger Meter	2000 - Accounts Payable		1,791.18			76,134.73
12/04/2024	9202	FGL Environmental I...	2000 - Accounts Payable		365.00			75,769.73
12/04/2024	9203	Hollister & Brace	2000 - Accounts Payable		2,894.00			72,875.73
12/04/2024	9204	Miguel Zavalza	2000 - Accounts Payable		150.00			72,725.73
12/04/2024	9205	Proven Print Services	2000 - Accounts Payable	2 boxes #10 En...	1,115.40			71,610.33
12/04/2024	9206	Standard Plumbing S...	2000 - Accounts Payable		1.53			71,608.80
12/04/2024	9207	Underground Service...	2000 - Accounts Payable		17.40			71,591.40
12/04/2024	9208	CUSI	2000 - Accounts Payable		37.50			71,553.90
12/04/2024	9209	Robert Lostutter	2000 - Accounts Payable		320.81			71,233.09
12/04/2024	9210	WHITE CAP	2000 - Accounts Payable		15.71			71,217.38
12/05/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			321.72	71,539.10
12/05/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,018.73	74,557.83
12/05/2024	9211	ACWA/Joint Powers...	2000 - Accounts Payable	7-1-24 to 9-30-...	2,900.23			71,657.60
12/06/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,708.85	73,366.45
12/06/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,718.63	75,085.08
12/06/2024	ACH	Tampa Hardware 2	-split-		95.56			74,989.52
12/06/2024	ACH	Cardmember Service	8000 - Suspense	Nov. 2024	10,898.28			64,091.24
12/06/2024	AQCH	ACWA/JPIA Health ...	5 - Salaries & Benefits:...	0704573	996.35			63,094.89
12/06/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Voss	208.08			62,886.81
12/06/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Anacapa LLC	177.68			62,709.13
12/06/2024	9212	Brown Armstrong A...	2000 - Accounts Payable		5,000.00			57,709.13
12/06/2024	9213	CUSI	2000 - Accounts Payable		74.50			57,634.63
12/06/2024	9214	FGL Environmental I...	2000 - Accounts Payable		265.00			57,369.63
12/06/2024	9215	United States Postal ...	2000 - Accounts Payable		3,000.00			54,369.63
12/06/2024	9216	Michael K. Nunley ...	2000 - Accounts Payable		1,393.00			52,976.63
12/09/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,357.06	54,333.69
12/09/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,040.85	56,374.54
12/09/2024	9217	A to Z Law, LLP	2000 - Accounts Payable		960.00			55,414.54
12/09/2024	9218	City of Oxnard	2000 - Accounts Payable	October 2024	2,199.97			53,214.57
12/10/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			998.84	54,213.41

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From 12/01/2024 through 12/31/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/10/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			5,724.40	59,937.81
12/11/2024	DEP	QB:DEPOSIT	2 - Sewer System Expe...	Sewer lift doors			92.00	60,029.81
12/11/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12/9			7,274.98	67,304.79
12/11/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12/10			9,318.16	76,622.95
12/11/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12/2			146.33	76,769.28
12/11/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,508.93	78,278.21
12/11/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			6,893.62	85,171.83
12/11/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,888.28	87,060.11
12/11/2024	ACH	CalPERS	-split-	py prd 11-23-2...	3,954.52			83,105.59
12/11/2024	ACH	Nationwide Retirement	-split-		3,068.53			80,037.06
12/11/2024	ACH	CalPERS	5 - Salaries & Benefits:...	Additional Reti...	342.42			79,694.64
12/11/2024		QuickBooks Payroll ...	-split-	Created by Pay...	44,093.54			35,601.10
12/11/2024	To Print	Carol J Dillon	-split-	Direct Deposit		X		35,601.10
12/11/2024	To Print	Chaz C Ryan	-split-	Direct Deposit		X		35,601.10
12/11/2024	To Print	E.D. Brock	-split-	Direct Deposit		X		35,601.10
12/11/2024	To Print	Erica M Pena	-split-	Direct Deposit		X		35,601.10
12/11/2024	To Print	Erika F Davis	-split-	Direct Deposit		X		35,601.10
12/11/2024	To Print	Jesus Navarro	-split-	Direct Deposit		X		35,601.10
12/11/2024	To Print	Rick J Rivera	-split-	Direct Deposit		X		35,601.10
12/11/2024	To Print	Peter A. Martinez	-split-	Direct Deposit		X		35,601.10
12/12/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			5,457.59	41,058.69
12/12/2024	ACH	AT & T	6 - Administrative Exp...	12-1-24	1,016.91			40,041.78
12/12/2024	ACH	Spectrum	6 - Administrative Exp...	12-1-24	418.14			39,623.64
12/12/2024	9219	Famcon Pipe and Su...	2000 - Accounts Payable		17.70			39,605.94
12/12/2024	9220	FGL Environmental I...	2000 - Accounts Payable		187.00			39,418.94
12/12/2024	9221	S.L. Leonard & Asso...	2000 - Accounts Payable		813.77			38,605.17
12/12/2024	9222	SWRCB	2000 - Accounts Payable	7-1-24 to 6-30-...	3,945.00			34,660.17
12/12/2024	9223	Budlong	2000 - Accounts Payable		800.00			33,860.17
12/12/2024	9224	FGL Environmental I...	2000 - Accounts Payable		187.00			33,673.17
12/12/2024	9225	SSBP	2000 - Accounts Payable		4,240.60			29,432.57
12/13/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12/12			4,942.10	34,374.67
12/13/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12/12			8,343.73	42,718.40
12/13/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12/12			8,803.82	51,522.22
12/13/2024	DEP	QB:DEPOSIT	8000 - Suspense	CaCl wire trans...			335,201.82	386,724.04
12/13/2024	DEP	QB:DEPOSIT	8000 - Suspense	CaCl wire trans...			244,845.85	631,569.89
12/13/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,078.46	632,648.35
12/13/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,259.97	634,908.32
12/13/2024	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...	pr pd 11-9-24 t...	83.75			634,824.57
12/13/2024	9232	EJ Harrison & Sons, ...	2000 - Accounts Payable		53,575.82			581,248.75
12/13/2024	9233	McGillivray Constru...	2000 - Accounts Payable	New Building ...	244,845.85			336,402.90

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From 12/01/2024 through 12/31/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/13/2024	9234	McGillivray Constru...	2000 - Accounts Payable	New Building ...	335,201.82			1,201.08
12/16/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,687.20	2,888.28
12/16/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,267.92	6,156.20
12/16/2024	ACH	Vanco Chrg	6 - Administrative Exp...		89.20			6,067.00
12/17/2024	ACH	QB:DEPOSIT	1200 - Accounts Recei...	Banc of Califor...			96,512.27	102,579.27
12/17/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			469.34	103,048.61
12/17/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			642.53	103,691.14
12/17/2024	ACH	So. California Edison...	2 - Sewer System Expe...	12-12-24	1,448.73			102,242.41
12/17/2024	ACH	Banc of California	6 - Administrative Exp...	Analysis Fee	101.40			102,141.01
12/17/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	ACH return Be...	144.94			101,996.07
12/17/2024	9226	Great American Fina...	2000 - Accounts Payable		163.82			101,832.25
12/17/2024	9227	JOHN SLOAN	2000 - Accounts Payable	CUSTOMER ...	109.21			101,723.04
12/17/2024	9228	City of Oxnard	2000 - Accounts Payable		1,691.25			100,031.79
12/17/2024	9229	FGL Environmental I...	2000 - Accounts Payable		43.00			99,988.79
12/17/2024	9230	Wex Bank	2000 - Accounts Payable		1,274.56			98,714.23
12/18/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12-17			19,797.67	118,511.90
12/18/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12/17			3,109.67	121,621.57
12/18/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12/16			8,045.91	129,667.48
12/18/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,212.37	132,879.85
12/18/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			37,604.60	170,484.45
12/18/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Correction	0.03			170,484.42
12/18/2024	RETCK	QB:Returned Item	1200 - Accounts Recei...	Rees	344.89			170,139.53
12/18/2024	9231	Chaz Ryan	2000 - Accounts Payable	Pipe for Buildi...	760.38			169,379.15
12/19/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			710.22	170,089.37
12/19/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,503.67	172,593.04
12/19/2024	9235	Chaz Ryan	2000 - Accounts Payable		21.84			172,571.20
12/20/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			700.93	173,272.13
12/20/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			978.54	174,250.67
12/20/2024	ACH	SCE- Office	-split-	12-18-24	420.80			173,829.87
12/20/2024	ACH	CalPERS	-split-		4,639.36			169,190.51
12/20/2024	ACH	Nationwide Retirement	-split-	12-7-24 to 12-2...	2,098.43			167,092.08
12/20/2024	ACH	CalPERS	-split-	12-16-24	15,078.98			152,013.10
12/20/2024	9239	FGL Environmental I...	2000 - Accounts Payable		355.00			151,658.10
12/20/2024	9240	Robert Lostutter	2000 - Accounts Payable	VOID: Jan. 20...		X		151,658.10
12/20/2024	9241	Streamline Office So...	2000 - Accounts Payable		198.28			151,459.82
12/23/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			210.83	151,670.65
12/23/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,497.22	154,167.87
12/23/2024	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...	pr pd 12-7-24 t...	83.75			154,084.12
12/23/2024		QuickBooks Payroll ...	-split-	Created by Pay...	27,589.60			126,494.52
12/23/2024	9236	Kristina N Brewer	-split-		394.86			126,099.66

Channel Islands Beach 2013

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Register: 1002 · Checking Pacific Western

From 12/01/2024 through 12/31/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/23/2024	9237	Michael Lebow	-split-		643.96			125,455.70
12/23/2024	9238	Sean Debley	-split-		145.75			125,309.95
12/23/2024	To Print	Carol J Dillon	-split-	Direct Deposit		X		125,309.95
12/23/2024	To Print	Erica M Pena	-split-	Direct Deposit		X		125,309.95
12/23/2024	To Print	Erika F Davis	-split-	Direct Deposit		X		125,309.95
12/23/2024	To Print	Jared Bouchard	-split-	Direct Deposit		X		125,309.95
12/23/2024	To Print	Peter A. Martinez	-split-	Direct Deposit		X		125,309.95
12/23/2024	To Print	E.D. Brock	-split-	Direct Deposit		X		125,309.95
12/23/2024	To Print	Chaz C Ryan	-split-	Direct Deposit		X		125,309.95
12/23/2024	To Print	Rick J Rivera	-split-	Direct Deposit		X		125,309.95
12/23/2024	To Print	Jesus Navarro	-split-	Direct Deposit		X		125,309.95
12/24/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			558.41	125,868.36
12/24/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			4,103.88	129,972.24
12/26/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			806.44	130,778.68
12/26/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,858.52	134,637.20
12/26/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			225.87	134,863.07
12/26/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,232.53	136,095.60
12/30/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12-30			51,487.94	187,583.54
12/30/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12-30			15,933.45	203,516.99
12/30/2024	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 12-30			6,901.71	210,418.70
12/30/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			640.51	211,059.21
12/30/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,557.01	212,616.22
12/31/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			375.27	212,991.49
12/31/2024	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,158.89	214,150.38

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING, December 10, 2024

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

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

Director Debley was absent.

B. PUBLIC COMMENTS:

Sheriff Cameron Simpkins reported that there was very little activity on the beach. The Sherriff's Department has been warning the public of solicitors during the holidays.

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

3 - Yes 0 -No

D. ACTION CALENDAR:

1. 2025 HOLIDAY SCHEDULE AND BOARD MEETING DATES

Office Manager Dillon explained that this is the Holiday and Board Meeting Schedule that is brought to the Board once a year for approval. Director Bouchard made the motion to approve the 2025 Holiday Schedule and Board Meeting Dates. Vice President Lebow seconded the motion. The motion passed.

ROLL CALL VOTE:

Brewer: YES Lebow: YES, Bouchard: YES

3 - Yes 0 – No

2. REQUEST BY THE CITY OF PORT HUENEME TO TERMINATE CROSS BASE PIPELINE AGREEMENT

General Manager Martinez explained that City of Port Hueneme (COPH) would like to terminate the Cross Base Pipeline Agreement that was effective November 7, 2022, because there was a change in the COPH water capital project outlay priorities. General Manager Martinez and General Counsel McNulty asked Board for direction. Board discussion ensued. The Board suggested asking for a 3-year suspension of the Cross Base Pipeline Agreement but if COPH proceeds forward with using the Cross Base Pipeline to provide water service to the project then the contract becomes effective again. General Manager Martinez and General Counsel McNulty said they would discuss with COPH and report back to the Board.

E. INFORMATION CALENDAR:

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

Vice President Lebow said the Port Hueneme Water Agency meeting was canceled.

F. BOARD MEMBER COMMENTS:

None.

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel had no comment.

General Manager reported that Operators Chaz Ryan and Rick Rivera demonstrated useful skills and knowledge dealing with a chopper pump in the lift station saving the District money. The training they attended was proven to be very useful.

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

Kristina Brewer, President



Board of Directors:

KRISTINA BREWER, President
MICHAEL LEBOW, Vice President
JARED BOUCHARD, Director
SEAN DEBLEY, Director
SHAWN THOMAS, Director

PETER MARTINEZ
General Manager

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Regular Board Meeting, January 14, 2025

To: Board of Directors
From: CJ Dillon, *Office Manager*
Subject: Election of Board Officers for Calendar Year 2025
Item No. E-2

RECOMMENDATION:

1. Appoint new officers for Board positions, committees, outside agency appointments, and professional associations.

FINANCIAL IMPACT: No impact to District budget.

BACKGROUND/DISCUSSION:

At the beginning of each calendar year, the Board appoints new officers for its President and Vice President positions. In addition, the Board selects officer assignments for its three committees –

1. Finance Committee
2. Facilities Committee
3. Water Utility Rate Review Committee (WURRC)

The Board assigns two Board members each to the Finance and Facilities Committees, with the Board President typically serving as the alternate to both committees. The WURRC was established to provide a forum for the District Board and the County Harbor Administration to discuss utility rate issues. This committee is typically served by the Board President, with the Vice President serving as the alternate.

Lastly, the Board selects appointees to seven outside agencies. These outside agencies include:

1. Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) Board of Directors
2. ACWA Region 8 Council
3. Port Hueneme Water Agency (PHWA) Board of Directors
4. Ventura County Special Districts Association (VCSDA) Board of Directors
5. Ventura Regional Sanitation District (VRSD)
6. California Special Districts Association (CSDA)
7. California Association of Sanitation Agencies

For reference, the table below summarizes all the Board, Committee, Agency seats, and Professional Association appointments that need to be filled.

2024 List of Positions & Assignments

Organization	Member(s)	Alternate
Board Positions		
President	Kristina Brewer	n/a
Vice President	Michael Lebow	n/a
Committee Assignments		
Finance Committee	Jared Bouchard, Bob Nast	President
Facilities Committee	Michael Lebow, Sean Debley	President
Water Rate Review Committee	President	Vice President
Agency Appointments		
ACWA/JPIA	Jared Bouchard	Kristina Brewer
ACWA	Jared Bouchard	Michael Lebow
PHWA	Jared Bouchard, Michael Lebow	Sean Debley
VCSDA	Michael Lebow	Jared Bouchard
VRSD & Committee	Bob Nast	Kristina Brewer
CSDA	Jared Bouchard	Sean Debley
CASA	Michael Lebow	Sean Debley



Board of Directors:

KRISTINA BREWER, President
MICHAEL LEBOW, Vice President
JARED BOUCHARD, Director
SEAN DEBLEY, Director
SHAWN THOMAS, Director

PETER MARTINEZ
General Manager

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Regular Board Meeting, January 14, 2025

To: Board of Directors
From: Pete Martinez, General Manager
Subject: Amendment to Cross Base Pipeline Agreement with the City of Port Hueneme
Item: E-3

RECOMMENDATION:

1. Board to consider and approve Amendment to the Cross Base Pipeline Agreement.
2. Direct General Manager to execute Amendment with the City of Port Hueneme

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 informed the District of a change in its water capital project outlay priorities. As a result, the City 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.

On December 10, 2024, staff asked for direction from the Board on how to proceed with the City's request to terminate the Cross Base Pipeline Agreement. Through Board discussion it was recommended that staff meet with the City of Port Hueneme to present an option for a 3-year stay of the agreement in lieu of termination. In discussions with the City of Port Hueneme they were agreeable to a 3-year stay which is outlined in the Amendment attached.

ATTACHMENT:

- 1) Cross Base Pipeline Agreement
- 2) Amendment to 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. **Construction of Pipeline Extension.** 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 Paragraph 7 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 for the Pipeline Extension will impact the District’s operations, such as its turnout modifications, isolation valves, or ability to meet anticipated demands.

2. **City Use of Cross Base Pipeline.**

a. **Capacity.** 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. Pressure and Velocity Limits. 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. Monitoring. 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. Term.

a. Initial Term. 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. City’s Right to Terminate During Extension Term. 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. Payment.

a. Base Charge. 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 Exhibit “B” 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. Escalation of Base Charge. 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	$(3.2/221.4) \times 100 = 1.44\%$

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

c. Nonpayment. 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. **Maintenance.** 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. **Alterations.** 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. **District Connection.** 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.

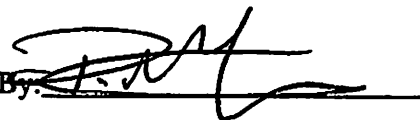
9. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter hereof. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to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

10. **Counterparts/Electronic Signatures.** 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.

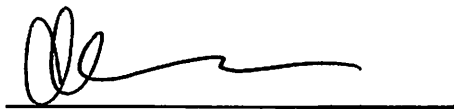
DISTRICT:

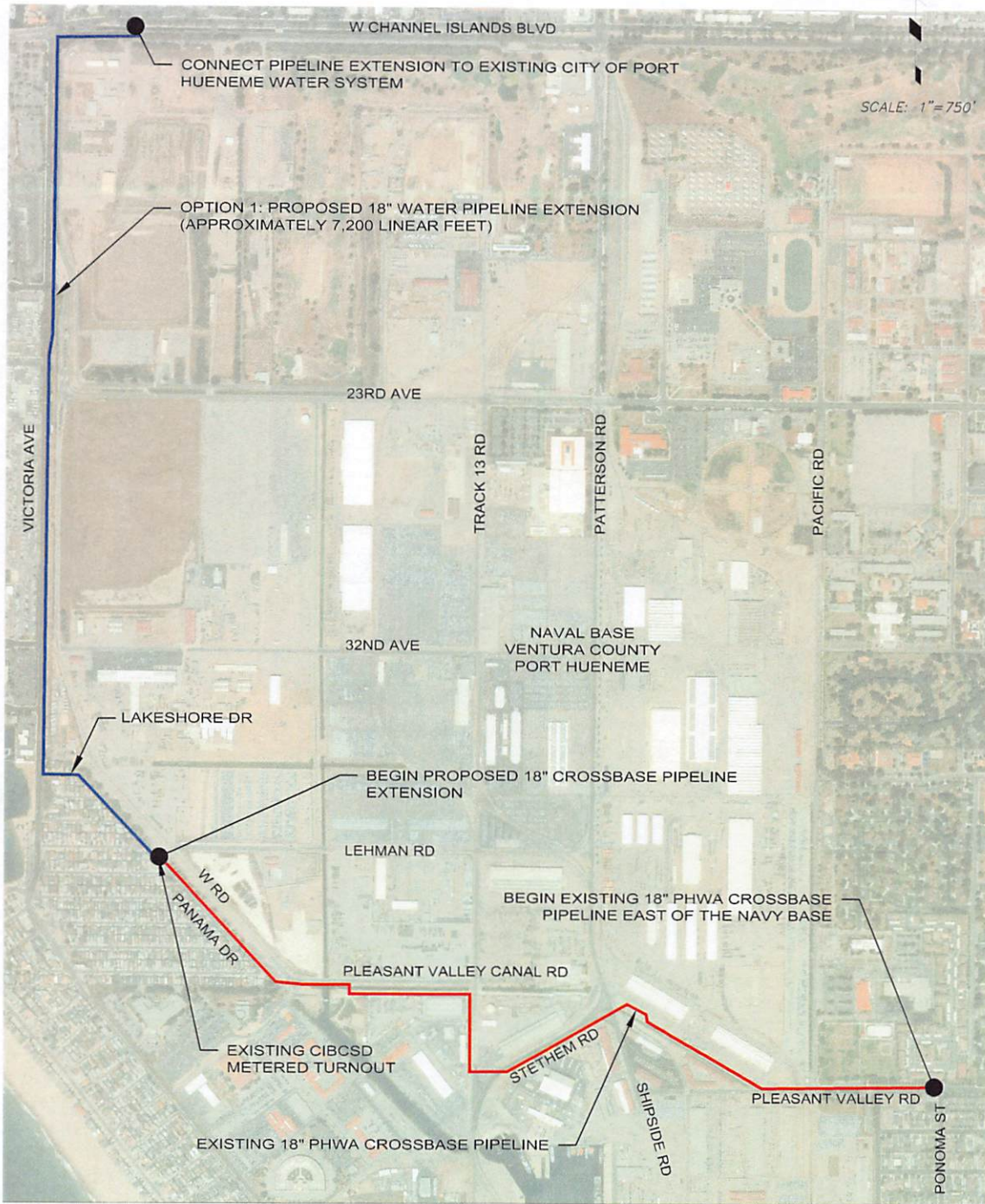
CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT

By: 

CITY:

THE CITY OF PORT HUENEME

By: 



SCALE: 1" = 750'

CONCEPTUAL CROSSBASE PIPELINE EXTENSION EXHIBIT

SCALE: 1" = 750'

Drawing name: R:\Projects\3300\3332-Culvert Cross Base Pipeline Extension\04 DW\03 Exhibit\3332-Culvert Exhibit_3042_10/27/03.dwg
 Plot date: 10/31/2022 10:42:42 AM
 Plot by: c783



Know what's below.
Call before you dig.

PLAN DATE: 10/31/2022



EXHIBIT "A"

WREA
 WATER RESOURCE ENGINEERING ASSOCIATES
 2700 ALVARADO DR. SUITE 275, NEWPORT, CA 94001 • (415) 755-7400 • (415) 755-7401 • FAX: (415) 755-7402

CONCEPTUAL
 CROSSBASE PIPELINE
 EXTENSION PLAN

CITY OF PORT HUENEME
 PORT HUENEME, CA
 CROSSBASE PIPELINE EXTENSION

SHEET 1
 OF 1
 JOB NO. 3332

Exhibit "B"

Initial Base Charge Calculation

Asset Valuation

Calculation	[A]	[B]	[C]	[D] = [B]/[C]	[E]	[F] = [E]-[A]	[G] = [B]-[D]x[F]
	Original Install Year	Installed Cost in 1997	Asset Useful Life	Yearly Depreciation	Current Year	Asset Age	Replacement Cost Less Depreciation
	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%	[I]
CIBCSD % Total	33%	[J]

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

AMENDMENT TO CROSS BASE PIPELINE AGREEMENT

THIS AMENDMENT TO CROSS BASE PIPELINE AGREEMENT (“**Amendment**”) is made and entered into effective as of January ___, 2025, by and between the Channel Islands Beach Community Services District, a governmental entity formed pursuant to California Government Code Section 6100, et seq. (“**District**”) and the City of Port Hueneme, a California municipal corporation (“**City**”) based upon the following facts and circumstances:

RECITALS

A. The District and City entered into that certain Cross Base Pipeline Agreement dated November 7, 2022 (“**Agreement**”), which set forth terms for the City’s construction of an extension to the Cross Base Pipeline and use of the Cross Base Pipeline for purposes of wheeling water and providing water service to the northwest portion of its geographical limits.

B. To date, City has not commenced the construction of the Pipeline Extension. The parties desire to amend the Agreement to provide for a temporary stay the Agreement for a period of up to three (3) years, as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, City and District hereby amend the Agreement, as follows:

1. Defined Terms. All capitalized terms defined in the Agreement shall have the same meanings when referred to herein.

2. Stay of Agreement. District and City agree to stay the Agreement for a period of three (3) years from November 7, 2024 through November 6, 2027 (“**Stay Period**”). During the Stay Period, City shall be relieved of its obligation to pay the annual Base Charge. The stay of this Agreement shall terminate and City’s obligation to pay the annual Base Charge shall resume on the earlier of (i) November 7, 2027 or (ii) the date on which the City submits plans and specifications to the District pursuant to Paragraph 1 of the Agreement. In the event the stay terminates pursuant to clause (ii) of this paragraph, the City shall only be responsible for a prorata portion of the annual Base Charge pertaining to the remainder of the then-current year.

3. Term. Notwithstanding the stay of the Agreement set forth in Paragraph 2 above, the initial term of the Agreement shall remain unchanged and expire on June 30, 2036.

4. Affirmation. Subject to the foregoing, the undersigned hereby affirm all of the terms and provisions of the Agreement and agree to be bound thereby.

5. Counterparts. This Amendment may be executed in separate counterparts, all of which, together, shall constitute one (1) agreement.

6. **Signature Transmitted Electronically.** Any signature on this Amendment transmitted electronically or via facsimile shall have the full force and binding effect under the law as an original signature.

NOW, THEREFORE, the undersigned, hereby execute this Amendment, effective as of the date set forth above.

DISTRICT:

CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT

CITY:

THE CITY OF PORT HUENEME

By: _____

By: _____



Board of Directors:

KRISTINA BREWER, President
MICHAEL LEBOW, Vice President
JARED BOUCHARD, Director
SEAN DEBLEY, Director
SHAWN THOMAS, Director

PETER MARTINEZ
General Manager

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Regular Board Meeting, January 14, 2025

To: Board of Directors
From: Pete Martinez, General Manager
Subject: District Administration and Operations Facility Construction Update
Item: E-4

RECOMMENDATION:

1. Receive and file report.

BACKGROUND/DISCUSSION:

I am pleased to provide you with an update on the construction progress for the District Administration and Operations Facility. Here are the key highlights:

1. **Current Progress and Timeline:** Construction began on October 2, 2023, and is 99% complete as of December 31, 2024.
2. **Budget Status:** Through December the District has made 13 monthly progress payments for a total amount of \$3,462,964.25 of the awarded amount of \$3,222,327. In addition to the board approved contract amount, a 7% contingency of \$225,000 was approved. According to Gordian, change orders account for approximately 8-14% of all capital construction dollars. Gordian provides solutions tailored to public sector construction needs for fast and flexible procurement of construction services. For over 30 years they have been helping state, local, and federal government agencies effectively manage building projects.
3. **Key Achievements:** McGillivray has recently completed perimeter fencing, gates, and elevator installation. The GC continues to work on final punch list items. District staff has coordinated installation of low voltage, camera system, internet and phone systems.

4. Change Orders:

a. Change Order #1	\$52,148.08
i. COR01	Additional Concrete Paving
ii. COR02	Additional Grading
iii. COR4R1	Elevator Machine Room Concrete
iv. COR05	Builders Risk Insurance
v. COR06R1	Porous Concrete in lieu of Stormcrete Panels (Credit)
vi. COR07	Delta 7 Electrical Changes
vii. COR09	Building 2 Unforeseen Slab Demo and Pour Back
viii. COR10	Delta 7 Mechanical Changes

- ix. COR11 Elevator Machine Room Door #19
- b. *Change Order #2* - \$42,399.83 – Operations Building (Reframing)
- c. *Change Order #3* - \$57,971.86
 - i. COR3R1 – Concrete in lieu of asphalt
 - ii. COR14 – Change size of overhead door
 - iii. COR 15R1 – Change sewer pipe material from cast iron to ABS
 - iv. COR16 – Site wall extension on West property line
 - v. COR17 – Building 2 sewer point connection
 - vi. COR19 – Site conduits for low voltage (credit)
 - vii. COR20 – Graffiti films and coatings (credit)
 - viii. COR21R – Roofing at canopies
 - ix. COR23 – Revised HVAC for IT Closet
 - x. COR24R1 – Concrete changes revised Civil Plans
 - xi. COR25R1 – Planting changes
 - xii. COR 27 – Two ceiling mounted fans and ductwork
 - xiii. COR28 – Reception counter changes
 - xiv. COR29 – Elevator machine room addition
 - xv. COR30 – Soffit in conference room
 - xvi. COR32 – Adds per Edison plans
- d. *Change Order #4* - \$163,397.89 (Board Approved 7/10/2024)
 - i. Provide and install work in accordance with revised Civil Plans Approved 3/1/24. This change order is primarily for the installation of the County mandated storm water drainage system including bio-filtration basin. This was not included in the original bid set, therefore, not included in original bid amount from contractor.
- e. *Change Order #5* - \$17,688.95

5. Upcoming Milestones: Final inspections are scheduled for the week of January 13th: Elevator Final, Fire Alarm, Fire Sprinklers, and Final Building Inspection.

6. Construction Management and Architect Agreements:

- a. S.L. Leonard & Associates – As of December 31, 2024, District has paid \$39,844 of the Board approved \$60,000 contract.
- b. Coastal Architects – As of December 31, 2024, District has paid \$75,029 of the Board approved amount of \$81,211.

It is important to note that District staff has self-performed various tasks onsite and will continue to self-perform necessary work to help keep project costs at bay. The estimated savings to the District at this time is approximately \$35,000-\$40,000.



VENTURA LOCAL AGENCY FORMATION COMMISSION

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WWW.VENTURA.LAFCO.CA.GOV

December 11, 2024

General Managers
Independent Special Districts

RE: 2024 Election Results – LAFCo Special District Regular Member

Dear General Manager:

This letter is to report on the election results for the Special District Regular Member to the Ventura Local Agency Formation Commission (LAFCo). The election was conducted to fill a new four-year term beginning on January 1, 2025, and ending December 31, 2028.

Government Code Section 56332 provides that “Members representing a majority of the eligible districts shall constitute a quorum.” There are 29 eligible independent special districts in the County, and as of 5:00 p.m. on Friday, December 6, 2024, 18 of the 29 independent special districts eligible to vote had returned valid ballots for the election. Thus, there was a quorum for this election.

The candidate who received the most votes cast for the Regular Member is **Chris Stephens, of the Ventura Port District.**

Please join me in congratulating Mr. Stephens. All election materials are available for review at the Ventura LAFCo office, but if there are any questions about this election, please call me at (805) 654-2575.

Please share this information with your Board.

Sincerely,

Kai Luoma
Executive Officer